

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, August 5, 2014

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 7, 8, 21 and 22, 2014, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA****VI.-1 2014-1284**

Adopt a resolution approving the form of and authorizing the execution (in duplicate) of the second amendment to the August 2, 2004 Interlocal Cooperation Agreement between Lamar County and the City of Hattiesburg in connection with the amended and restated Financial Tax Increment Financing Plan of 2003 (Turtle Creek Crossing Project) as from time to time amended; and for related purposes.

Attachments: Resolution Approving Second Amendment to Interlocal 072914
executed Resolution Approving Second Amendment to Interlocal 072914 RES2
fully executed Approving Second Amendment to Interlocal 072914

VI.-2 2014-1285

Adopt a resolution approving the form of and authorizing execution (in duplicate) of a development agreement between the City of Hattiesburg and Turtle Creek Development, LLC, its successors and assigns, relating to the amended and restated tax increment financing plan, Hattiesburg, Mississippi (Turtle Creek Crossing Project); and for related purposes.

Attachments: Resolution Approving DA Turtle Creek Crossing TIF 07214
executed Resolution Approving DA Turtle Creek Crossing TIF 07214 RES2014
fully executed Approving DA Turtle Creek Crossing TIF 07214

VI.-3 2014-181

Adopt the August 5, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: Aug 2014 Budget Amendments
executed Aug 2014 Budget Amendments RES2014-149

VI.-4 2014-1268

Adopt Resolution declaring surplus Police Canine Alex, and authorize removal of Alex from the Police Department Inventory and disposal of same to his Handler, Sergeant David Speights.

Attachments: Surplus Canine Alex
 RES-Police Canine Alex
 executed RES-Police Canine Alex RES2014-150

VI.5 Removed.**VI.-6** 2014-1267

Approve change order entitled Supplemental Agreement No. 1 with Jay Bearden Construction, Inc to adjust line item quantities to actual as required by site conditions for the Comprehensive Sewer Improvements Phase III, for a net increase to the contract in the amount of \$82,291.00; Authorize Mayor to execute in quadruplicate.

Attachments: Cover Letter
 Supplemental Agreement No. 1
 executed Supplemental Agreement No. 1

+VI.-7 2014-1270

Approve additional services under Professional Services agreement between the City of Hattiesburg and Schaus, LLC dated February 15, 2013, to develop a FEMA Debris Plan, Debris Removal Bid Document and Training for City Administrators.

Attachments: COHsow1 7-16-14

VI.-8 2014-1275

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for 406 5th Ave as listed in attached memorandum, due to the new owners correcting the violations.

Attachments: Cancellation Memo 8-5-14
 406 5th Ave. Cancellation Resolution
 executed 406 5th Ave. Cancellation Resolution RES2014-151

VI.-9 2014-1283

Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC to add additional language to the agreement to make it compliant with FEMA and MEMA requirements.

Attachments: Addendum2review 7-29-14
 executed Addendum2review 7-29-14

VI.-10 2014-1282

Ratify and confirm the Mayor's re-appointment of Charlie Sutherland. (W3) to the Forrest County Industrial Park Commission, for a term beginning 8/5/2014 and ending 8/4/2019.

Attachments: Sutherland-8-5-14

VI.-11 2014-1281

Acknowledge receipt of appointment by Judge Jerry Evans of Curanda Frost as Deputy Municipal Court Clerk.

Attachments: Dep Court Clerk-Frost

VI.-12 2014-1263

Acknowledge receipt of letter from Government Consultants, Inc. advising the City of disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board regarding their role as municipal advisor to the City of Hattiesburg.

Attachments: Government Consultants Disclosure Letter

VI.-13 2014-1279

Acknowledge the receipt of \$2,500.00 recaptured as the result of an unfulfilled affordability period on a HOME Downpayment Assistance previously awarded, and approve and authorize the execution of a wire transfer to the U.S. Treasury in the amount of the same to be applied back to the City's HOME line of credit per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Wire Recaptured Funds-HOME
Notice of Recapture Funds

VII. ROUTINE AGENDA**VII.-1** 2014-1287

Authorize advertisement of Notice of Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2015 for the City of Hattiesburg

Attachments: Notice of Public Hearing on the proposed budget

VII.-2 2014-1274

Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for 1 year for Unitrends Annual Support.

Attachments: unitrends

VII.-3 2014-1278

Authorize Mayor to execute Maintenance Contract between the City of Hattiesburg and Ricoh for the Copier located in the Information Technology Department.

Attachments: City of Hattiesburg Order Agreement 7-1-2014
executed City of Hattiesburg Order Agreement 7-1-2014

VII.-4 2014-1272

Authorize Mayor to Enter Maintenance Agreement between the City of Hattiesburg and Owens Business Machines, Inc. for Maintenance on a copier located in the Hattiesburg Police Department

Attachments: 08-05-HPD Canon Maintenance Owens
executed 08-05-HPD Canon Maintenance Owens

VII.-5 2014-1271

Acknowledge receipt of the unadvertised bid purchase docket for the period of July 1, 2014 through July 28, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 08-05-UAB Docket

VII.-6 2014-1273

Acknowledge Bids received on July 24, 2014 for 12 Wireless Motorcycle Microphones, Receivers, and Helmet Kits and Accept the bid of Setcom at a total cost of \$17,966.28 as the only bid received that meets the City's advertised specifications

Attachments: 08-05-Accept Wireless Mics HPD

VII.-7 2014-1277

Approve Plans and Specifications for Jackie Dole Sherrill Community Center Shingle Roof Renovation, and Authorize Advertisement for Bid for Same.

Attachments: Jackie Dole Shingle Roof Plans
Jackie Dole Shingle Roof Specifications

VII.-8 2014-1269

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Docs

VII.-9 2014-1280

Approve claims docket for the period ending July 31, 2014

Attachments:

DOCKET 14.07-31

DOCKET ADDENDUM 7-31-14



City of Hattiesburg, MS

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

Master

File Number: 2014-1284

File ID: 2014-1284

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2014

Brief Title: Turtle Creek Crossing Interlocal Agreement

Final Action: 08/05/2014

Minute Book Number: MB2014-205-206

Title:

Adopt a resolution approving the form of and authorizing the execution (in duplicate) of the second amendment to the August 2, 2004 Interlocal Cooperation Agreement between Lamar County and the City of Hattiesburg in connection with the amended and restated Financial Tax Increment Financing Plan of 2003 (Turtle Creek Crossing Project) as from time to time amended; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Approving Second Amendment to Interlocal 072914, executed Resolution Approving Second Amendment to Interlocal 072914 RES2014-147, fully executed Approving Second Amendment to Interlocal 072914

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a resolution approving the form of and authorizing the execution (in duplicate) of the second amendment to the August 2, 2004 Interlocal Cooperation Agreement between Lamar County and the City of Hattiesburg in connection with the amended and restated Financial Tax Increment Financing Plan of 2003 (Turtle Creek Crossing Project) as from time to time amended; and for related purposes.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2014-1284

Title

Adopt a resolution approving the form of and authorizing the execution (in duplicate) of the second amendment to the August 2, 2004 Interlocal Cooperation Agreement between Lamar County and the City of Hattiesburg in connection with the amended and restated Financial Tax Increment Financing Plan of 2003 (Turtle Creek Crossing Project) as from time to time amended; and for related purposes.

Summary

Turtle Creek Crossing Interlocal Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE AUGUST 2, 2004 INTERLOCAL COOPERATION AGREEMENT BETWEEN LAMAR COUNTY, MISSISSIPPI AND THE CITY OF HATTIESBURG, MISSISSIPPI IN CONNECTION WITH THE AMENDED AND RESTATED FINANCIAL TAX INCREMENT FINANCING PLAN OF 2003 (TURTLE CREEK CROSSING PROJECT) AS FROM TIME TO TIME AMENDED; AND FOR RELATED PURPOSES.

WHEREAS, on February 3, 2003 and March 18, 2003 respectively, Lamar County, Mississippi (the “County”) and the City each adopted a Tax increment Financing Plan (Turtle Creek Crossing Project, February, 2003), which Plan was amended and restated on June 24, 2004 by the County and June 8, 2004 by the City (the “Phase One and Two TIF Plans”) in accordance with the Redevelopment Plan and the Act; and

WHEREAS, on July 15, 2004, the County, and on July 20, 2004, the City respectively approved an Interlocal Cooperation Agreement (the “Interlocal Agreement”) to facilitate the implementation of the Phase One and Two TIF Plans; and

WHEREAS, on June 21, 2005, the Governing Body of the City, and, on July 5, 2005, the Governing Body of the County respectively approved and adopted an Addendum to the Amended and Restated Tax Increment Financing Plan (Turtle Creek Crossing Project) (the “Addendum”) to (i) extend the maximum term from 10 years to 14 years for which TIF Bonds may be issued pursuant to the TIF Plan; and (ii) clarify and expand the public infrastructure improvements eligible for financing and reimbursement under the Amended & Restated TIF Plan to include improvements to U.S. Highway 98, as more fully stated therein; and

WHEREAS, on July 5, 2005, pursuant to respective authorizing resolutions, the City and County entered into a First Amendment to Interlocal Agreement in order to conform the Interlocal Agreement to those amendments effected by the Phase One and Two TIF Plans; and

WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the “Prior Bonds”) as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014, the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF

Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the “TIF Plans”); and

WHEREAS, the City and County desire to amend the Interlocal Agreement to conform to the provisions of the Second Addendum to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNSEL OF THE CITY AS FOLLOWS:

SECTION 1. The Governing Body of the City does hereby approve the Second Amendment to the Interlocal Cooperation Agreement in the form attached hereto as **EXHIBIT A**, and does hereby authorize the Mayor and City Clerk to execute the Second Amendment to the Interlocal Cooperation Agreement in substantially the same form as attached hereto, for and on behalf of the City.

SECTION 2. For cause, this Resolution shall become effective immediately upon adoption thereof.

A motion was made by Council member _____ and seconded by Council member _____ to approve the foregoing resolution, and upon a call for a vote, the following was recorded:

YEAS:

NAYS:

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the _____ day of _____, 2014.

(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 _____ day of _____, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

**SECOND AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT DATED AUGUST 2, 2004, BY AND BETWEEN LAMAR
COUNTY, MISSISSIPPI AND THE CITY OF HATTIESBURG,
MISSISSIPPI**

**SECOND AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT DATED AUGUST 2, 2004, BY AND BETWEEN THE CITY
OF HATTIESBURG, MISSISSIPPI**

WHEREAS, on February 3, 2003 and March 18, 2003 respectively, Lamar County, Mississippi (the “County”) and the City each adopted a Tax increment Financing Plan (Turtle Creek Crossing Project, February, 2003), which Plan was amended and restated on June 24, 2004 by the County and June 8, 2004 by the City (the “Phase One and Two TIF Plans”) in accordance with the Redevelopment Plan and the Act; and

WHEREAS, on July 15, 2004, the County, and on July 20, 2004, the City respectively approved an Interlocal Cooperation Agreement (the “Interlocal Agreement”) to facilitate the implementation of the Phase One and Two TIF Plans; and

WHEREAS, on June 21, 2005, the Governing Body of the City, and, on July 5, 2005, the Governing Body of the County respectively approved and adopted an Addendum to the Amended and Restated Tax Increment Financing Plan (Turtle Creek Crossing Project) (the “Addendum”) to (i) extend the maximum term from 10 years to 14 years for which TIF Bonds may be issued pursuant to the TIF Plan; and (ii) clarify and expand the public infrastructure improvements eligible for financing and reimbursement under the Amended & Restated TIF Plan to include improvements to U.S. Highway 98, as more fully stated therein; and

WHEREAS, on July 5, 2005, pursuant to respective authorizing resolutions, the City and County entered into a First Amendment to Interlocal Agreement in order to conform the Interlocal Agreement to those amendments effected by the Phase One and Two TIF Plans; and

WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the “Prior Bonds”) as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014, the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the “TIF Plans”); and

WHEREAS, the City and County desire to amend the Interlocal Agreement to conform to the provisions of the Second Addendum to the TIF Plan; and

WHEREAS, the City and County recognize that the amendment is necessary to facilitate the development of the Redevelopment Project as defined in the Amended & Restated TIF Plan and the Interlocal Agreement, and

WHEREAS, the City and County are in need of additional and expanded public infrastructure and facilities to foster and support the Redevelopment Project and are necessary to serve the needs of the people of the City and the County.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, the City and County do hereby agree to amend the Interlocal Cooperation Agreement as follows:

Section 1. The term “Infrastructure Improvements” as used in the Interlocal Agreement including, but not limited to, its use in paragraph 4 thereof, is amended to add those improvements referenced in the Second Addendum.

Section 2. The term “Bonds” as used in the Interlocal Agreement including, but not limited to, its use in paragraph 5(1)(c), is amended to include, in addition to other bonds referenced therein, tax increment limited obligation bonds or notes associated with the Cross Creek Village Project, as set forth in the Second Addendum, in the principal amount of up to \$750,000 for up to a term of 10 years.

Section 3. The terms “City Share” and “County Share” as used in the Interlocal Agreement including, but not limited to, its use in paragraph 5(1)(e) and paragraph 5(2)(b), is amended to add, for purposes pf the Cross Creek Village Project, those shares as defined in the Second Addendum. It is specifically acknowledged that the County’s and City’s pledge of Tax Increment is, as set forth in the TIF Plans, limited to an annual cap of the amount a 26 mill levy will generate based upon the City and County’s 2014 assessed values.

Section 4. The recitals set forth in the Interlocal Agreement are hereby amended to conform to those recitals herein.

Section 5. Except as set forth herein, all other provisions of the Interlocal Agreement shall remain in full force and effect as set forth therein.

This Second Amendment to the August 2, 2004 Interlocal Cooperation Agreement is entered into this the ____ day of _____, 2014.

LAMAR COUNTY, MISSISSIPPI

By:_____

**PRESIDENT
BOARD OF SUPERVISORS**

ATTEST:

CHANCERY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

By:_____

MAYOR

ATTEST:

CITY CLERK

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE AUGUST 2, 2004 INTERLOCAL COOPERATION AGREEMENT BETWEEN LAMAR COUNTY, MISSISSIPPI AND THE CITY OF HATTIESBURG, MISSISSIPPI IN CONNECTION WITH THE AMENDED AND RESTATED FINANCIAL TAX INCREMENT FINANCING PLAN OF 2003 (TURTLE CREEK CROSSING PROJECT) AS FROM TIME TO TIME AMENDED; AND FOR RELATED PURPOSES.

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SECTION 2. For cause, this Resolution shall become effective immediately upon adoption thereof.

A motion was made by Council member Carroll and seconded by Council member Dryden to approve the foregoing resolution, and upon a call for a vote, the following was recorded:

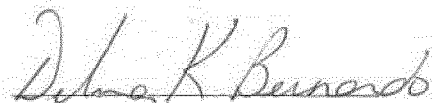
YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

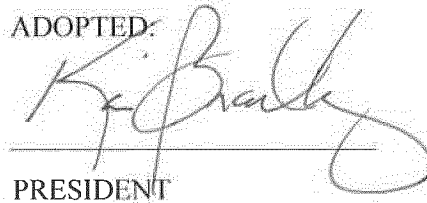
The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 5th day of August 2014.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor,
this the: 5th day of August, 2014.

ATTEST:


CITY CLERK

APPROVED:

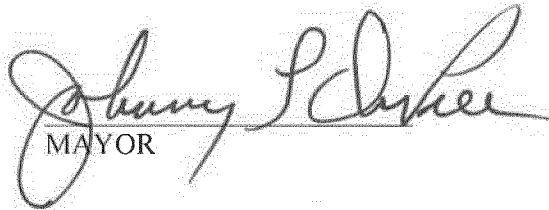

MAYOR

EXHIBIT A

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LAMAR COUNTY, MISSISSIPPI

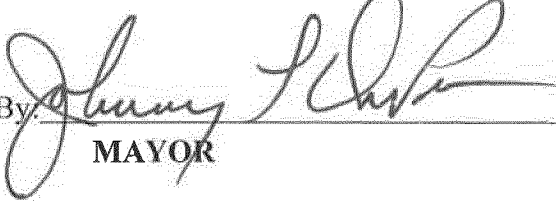
By: _____

**PRESIDENT
BOARD OF SUPERVISORS**

ATTEST:

CHANCERY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

By:  _____
MAYOR

ATTEST:

 _____
CITY CLERK

EXHIBIT A

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COUNTY, MISSISSIPPI AND THE CITY OF HATTIESBURG,
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WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the "Prior Bonds") as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014, the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the "TIF Plans"); and

WHEREAS, the City and County desire to amend the Interlocal Agreement to conform to the provisions of the Second Addendum to the TIF Plan; and

WHEREAS, the City and County recognize that the amendment is necessary to facilitate the development of the Redevelopment Project as defined in the Amended & Restated TIF Plan and the Interlocal Agreement, and

WHEREAS, the City and County are in need of additional and expanded public infrastructure and facilities to foster and support the Redevelopment Project and are necessary to serve the needs of the people of the City and the County.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, the City and County do hereby agree to amend the Interlocal Cooperation Agreement as follows:

Section 1. The term "Infrastructure Improvements" as used in the Interlocal Agreement including, but not limited to, its use in paragraph 4 thereof, is amended to add those improvements referenced in the Second Addendum.

Section 2. The term "Bonds" as used in the Interlocal Agreement including, but not limited to, its use in paragraph 5(1)(c), is amended to include, in addition to other bonds referenced therein, tax increment limited obligation bonds or notes associated with the Cross Creek Village Project, as set forth in the Second Addendum, in the principal amount of up to \$750,000 for up to a term of 10 years.

Section 3. The terms "City Share" and "County Share" as used in the Interlocal Agreement including, but not limited to, its use in paragraph 5(1)(e) and paragraph 5(2)(b), is amended to add, for purposes of the Cross Creek Village Project, those shares as defined in the Second Addendum. It is specifically acknowledged that the County's and City's pledge of Tax Increment is, as set forth in the TIF Plans, limited to an annual cap of the amount a 26 mill levy will generate based upon the City and County's 2014 assessed values.

Section 4. The recitals set forth in the Interlocal Agreement are hereby amended to conform to those recitals herein.

Section 5. Except as set forth herein, all other provisions of the Interlocal Agreement shall remain in full force and effect as set forth therein.

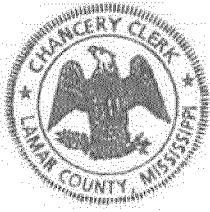
This Second Amendment to the August 2, 2004 Interlocal Cooperation Agreement is entered into this the 5th day of August, 2014.

LAMAR COUNTY, MISSISSIPPI

By: Joe Bonds
PRESIDENT
BOARD OF SUPERVISORS

ATTEST:

Theresa Smith
CHANCERY CLERK



CITY OF HATTIESBURG, MISSISSIPPI

By: Johnny I. Davis
MAYOR

ATTEST:

Sharon Waits DC
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2014-1285

File ID: 2014-1285

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2014

Brief Title: Turtle Creek Crossing Development Agreement

Final Action: 08/05/2014

Minute Book Number: MB2014-206

Title:

Adopt a resolution approving the form of and authorizing execution (in duplicate) of a development agreement between the City of Hattiesburg and Turtle Creek Development, LLC, its successors and assigns, relating to the amended and restated tax increment financing plan, Hattiesburg, Mississippi (Turtle Creek Crossing Project); and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Approving DA Turtle Creek Crossing TIF 07214, executed Resolution Approving DA Turtle Creek Crossing TIF 07214 RES2014-148, fully executed Approving DA Turtle Creek Crossing TIF 07214

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a resolution approving the form of and authorizing execution (in duplicate) of a development agreement between the City of Hattiesburg and Turtle Creek Development, LLC, its successors and assigns, relating to the amended and restated tax increment financing plan, Hattiesburg, Mississippi (Turtle Creek Crossing Project); and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1285

Title

Adopt a resolution approving the form of and authorizing execution (in duplicate) of a development agreement between the City of Hattiesburg and Turtle Creek Development, LLC, its successors and assigns, relating to the amended and restated tax increment financing plan, Hattiesburg, Mississippi (Turtle Creek Crossing Project); and for related purposes.

Summary

Turtle Creek Crossing Development Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of approval of a Development Agreement relating to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the "TIF Plan"), and a resolution regarding such Development Agreement. After a full consideration and discussion of the matter, Councilperson _____ offered and moved the adoption of the following resolution:

**RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION
OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HATTIESBURG,
MISSISSIPPI AND TURTLE CREEK DEVELOPMENT, LLC, ITS SUCCESSORS AND
ASSIGNS, RELATING TO THE AMENDED AND RESTATED TAX INCREMENT
FINANCING PLAN, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING
PROJECT); AND FOR RELATED PURPOSES.**

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Cross Creek Multifamily, LLC, requested the City and Lamar County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the TIF Plan), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$750,000 (the "Bonds") to finance the cost of various infrastructure improvements in connection with the TIF Plan, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs (as defined in the TIF Plan) necessary for the Developer's Project (as defined in the TIF Plan), which requests, were approved by the City on July 8, 2014 and the County on July 7, 2014; and
2. It is the intention of the City, pursuant to the authority provided in Miss. Code Ann., Sec. 21-45-1 et seq., to enter into a Development Agreement (the "Development Agreement"), with one or more developers (the "Developer(s)") of the TIF District Property under the TIF Plan for purposes of designing, acquiring and constructing the Public Infrastructure Improvements, providing for reimbursement to the Developer(s) from the net proceeds of the TIF Bonds, and providing for construction of the Redevelopment Project according to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Development Agreement in the form attached hereto as EXHIBIT "A", and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

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

YEAS:

NAYS:

The 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 _____ day of _____, 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____, 2014 (this "Agreement") and effective as of July 8, 2014, by and between the CITY OF HATTIESBURG, MISSISSIPPI (the "City"), a municipal corporation of the State of Mississippi (the "State"), and Turtle Creek Development, LLC, a Mississippi limited liability company, its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment and development therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, on February 3, 2003 and March 18, 2003 respectively, Lamar County, Mississippi (the "County") and the City each adopted a Tax increment Financing Plan (Turtle Creek Crossing Project, February, 2003), which Plan was amended and restated on June 24, 2004 by the County and June 8, 2004 by the City (the "Phase One and Two TIF Plans") in accordance with the Redevelopment Plan and the Act; and

WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the "Prior Bonds") as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014 the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the "TIF Plans"); and

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Turtle Creek Crossing / Cross Creek Village Project" or the "Project") seeks to develop, in accordance with the TIF Plans, as a subsequent phase of the Turtle Creek Crossing Project and within the TIF District created and existing by virtue of the TIF Plans (see Exhibits "A" and "B" attached hereto and incorporated herein by reference), certain infrastructure improvements associated with a single-phase multi-family residential project to be developed by Cross Creek Multifamily, LLC on approximately 14.80 acres featuring 228 market-rate luxury garden dwelling units, nine (9) new residential buildings, a new recreational facility, a new sports complex and a new playground complex, in addition to other improvements; and

WHEREAS, Cross Creek Multifamily, LLC requested the City and Lamar County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the TIF Plans), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$750,000 (the "Bonds") to finance the cost of various infrastructure improvements in connection with the TIF Plans, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plans preparation fees, capitalized interest and other related soft costs (as defined in the TIF Plans) necessary for the Developer's Project (as defined in the TIF Plans)(the "TIF Improvements"), which requests, were approved by the City on July 8, 2014 and the County on July 7, 2014; and

WHEREAS, the City and the County, in accordance with the TIF Plans and as approved by the City on July 8, 2014 and by the County on July 7, 2014, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, Turtle Creek Development, LLC, the Developer herein, intends to install or have installed the TIF Improvements for the Project within the TIF District; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate

and/or support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans, the Interlocal Agreement, the debt service coverage requirements of the Prior Bonds, and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser"), and may, in the City's discretion, be sold separately or as part of a bond issue involving other, unrelated projects.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

f. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding ten (10) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below) and subject to the debt service requirements established in connection with the Prior Bonds, the City commits to size the Bonds and provide for an amortization period of not less than ten (10) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth

in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1G) of this Agreement.

g. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. It is further understood and agreed that the County's pledge of Tax Increment is, as set forth in the TIF Plans, limited to an annual cap of the amount a 26 mill levy will generate based on the County's 2014 assessed values. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

h. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

k. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER.

Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans

and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements to the City in connection with such Improvements.

b. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds and further subject to debt service coverage requirements established in connection with the Prior Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and

Improvements, or any phase thereof, as necessary; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer, and/or its agents or associated third parties, will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer, and/or its agents or associated third parties, will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, acquisition of necessary land and necessary preparation of the Project Site; the construction expansion, renovation or repair of utilities, drainage facilities, streets and other roadways, all located within or appurtenant to the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. **LIMITED OBLIGATION.** The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. **TERMINATION.** This Agreement shall automatically terminate if the Bonds are not issued within seven (7) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES.** In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the

defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. "BEST EFFORTS" DEFINED. For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. FORCE MAJEURE. Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Turtle Creek Development, LLC
C/O John T. York
112 Sheffield Loop
Hattiesburg, MS 39402
Telephone: (601) 294-0403
Email: JohnTylerYork@aol.com

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With a copy to:

City of Hattiesburg
ATIN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[SIGNATURE BLOCKS FOLLOW-REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the _____ day of _____, 2014, with an effective date as hereinbefore stated.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny DuPree, Mayor

ATTEST:

City Clerk

TURTLE CREEK DEVELOPMENT, LLC, a
Mississippi limited liability company

By: _____
Bennett V. York, Member

By: _____
Paige York, Member

By: _____
John T. York, Member

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named _____ and _____, who acknowledged they are the Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named Bennett V. York; Paige York; and John T. York, who respectively acknowledged to me that they, and each of them, are Members of Turtle Creek Development, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description
For
TURTLE CREEK CROSSING TIF DISTRICT

(SEE ATTACHED)

TIF'Parcel

PARCEL NO.1

A parcel of land being located in the SW 1/4 of the SW 1/4 of Section 2 and in the SW 1/4 of the NW 1/4 of the NW 1/4, the NE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 11, and the all in Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Beginning at a metal pipe found at the NW corner of Section 11, thence run South 00 degrees 39 minutes 48 seconds East along the west line of Section 11 for 2650.62 feet to a 2" metal pipe found marking the NW Corner of the NW of the SW 1/4 of said Section II; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW 1/4 of the SW for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW 1/4 of the SW 1/4, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run North 89 degrees 54 minutes 22 seconds East for 155.22 feet to a 3" metal pipe on the west line of the Resubdivision of Commercial Mall Complex; thence run North 00 degrees 42 minutes 10 seconds West along the west line of said Mall Complex for 2186.56 feet to a 3" metal pipe at the NW corner of said Mall Complex; thence run South 89 degrees 50 minutes 36 seconds East along the north line of said Mall Complex for 1494.80 feet to a metal pipe on the east line of the NE 1/4 of NW 1/4 of said Section 11; thence run North 00 degrees 10 minutes 22 seconds West along said east line for 458.34 feet to a metal pipe at the NE corner of said NE 1/4 of NW 1/4 of Section 11; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said Section 11 for 1356.37 feet; thence run North 07 degrees 13 minutes 02 seconds West for 374.00 feet; thence run North 01 degrees 15 minutes 31 seconds West for 51.15 feet; thence run North 01 degrees 24 minutes 52 seconds East for 40.55 feet; thence run North 06 degrees 38 minutes 10 seconds East for 10.96 feet to the southern margin of West 4th Street; thence run along the southern margin of West 4th Street the following calls:

South 75 degrees 00 minutes 00 seconds West for 299.90 feet; thence North 89 degrees 45 minutes 46 seconds West for 111.50 feet; thence South 87 degrees 34 minutes 07 seconds West for 471.42 feet; thence South 87 degrees 48 minutes 31 seconds West for 392.29 feet to the west line of Section 2; thence leaving West 4th Street run South for 355.00 feet back to the Point of Beginning. Said parcel contains 98.35 acres, more or less.

And also:

PARCEL NO.2

A parcel of land located in the N 1/2 of the SE 1/4 of Section 10, and the NW 1/4 of the SW 1/4 of Section 11, all in Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi and also including Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 19 and part of Lots 1, 17, 18, 20, 21 and 22 of University Place Subdivision, and being more particularly described as follows:

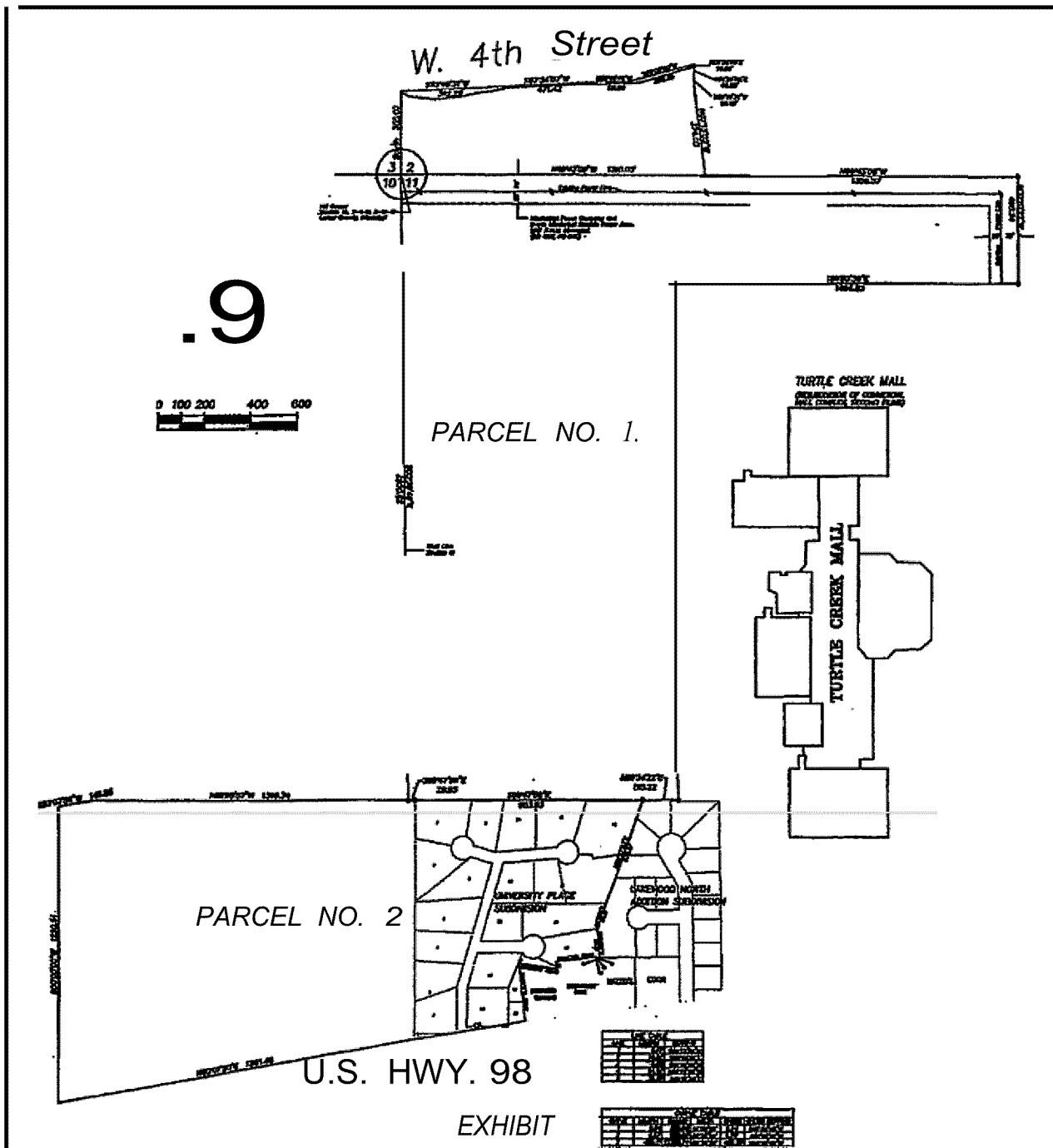
Begin at a 2" metal pipe found marking the NW Corner of the NW 1/4 of the SW 1/4 of said Section 11; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW 1/4 of the SW 1/4 for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW 1/4 of the SW 1/4, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run along the east line of said University Place Subdivision for the following calls: South 20 degrees 27 minutes 53 seconds West for 470.57 feet, South 17 degrees 34 minutes 52 seconds West for 114.40 feet, South 05 degrees 20 minutes 08 seconds East for 118.42 feet to a point on the north boundary line of the property described in Deed Book 13-1, Page 44; thence run along the north and west boundary lines of said property described in Deed Book 13-1, Page 44 for the following calls: South 89 degrees 13 minutes 50 seconds West for 8.67 feet, South 08 degrees 44 minutes 01 seconds East for 19.52 feet, South 81 degrees 15 minutes 59 seconds West for 9.00 feet to the NW corner of said property described in Deed Book 13-1, Page 44, said point also being a point on the east boundary line of property described in Deed Book 14-K, Page 215; thence run North 06 degrees 21 minutes 50 seconds West along said east boundary line for 24.92 feet to the NE corner of said property described in Deed Book 14-K, Page 215; thence run South 82 degrees 57 minutes 13 seconds West along the north boundary line of said property described in Deed Book 14-K, Page 215 for 174.93 feet to the NW corner of said property described in Deed Book 14-K, Page 215; thence run South 06 degrees 21 minutes 25 seconds East along the west boundary line of said property described in Deed Book 14-K, Page 215 for 30.95 feet to a pk nail found marking the NE corner of the property described in Deed Book 15-U, Page 745; thence run North 81 degrees 04 minutes 09 seconds West along the north boundary line of said property described in Deed Book 15-U, Page 745 for 155.13 feet; thence run along said north boundary line along a curve to the left for 6.54 feet to an iron pin found marking the NW corner of said property described in Deed Book 15-U, Page 745, said curve having a radius of 250.00 feet, an included angle of 01 degrees 29 minutes 59 seconds, a chord length of 6.54 feet, and a chord bearing of North 81 degrees 33 minutes 05 seconds West; thence run South 06 degrees 21 minutes 01 seconds East along the west boundary line of said property described in Deed Book 15-U, Page 745 for 247.97 feet to an iron pin found marking the SW corner of the said property described in Deed Book 15-U, Page 745, said point also being on the north right of way line of US Highway 98; thence run along said north right of way line along a curve to the left for 488.11 feet, said curve having a radius of 17388.74 feet, an included angle of 01 degrees 36 minutes 30 seconds, a chord length of 488.09 feet, and a chord bearing of South 80 degrees 55 minutes 45 seconds West; thence run South 80 degrees 07 minutes 30 seconds West along the said north right of way line for 1561.49 feet; thence run North for 1260.51 feet to a point on the south line

of Shadow Ridge Golf Course; thence run North 80 degrees 07 minutes 56 seconds East along said south line for 149.85 feet to a found iron pin on the north line of the SE **of** thence run South 89 degrees 58 minutes 57 seconds East along the said north line for 1366.74 feet back to the Point of Beginning. Said parcel contains 57.51 acres more or less.

The total acreage of Parcels No. 1 and 2 is 155.86 acres, more or less.

EXHIBIT B TO DEVELOPMENT AGREEMENT PLAT
OF TURTLE CREEK CROSSING TIF DISTRICT
HATTIESBURG, MISSISSIPPI

(SEE ATTACHED)



The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of approval of a Development Agreement relating to the Amended and Restated Tax Increment Financing Plan of 2003, Hattiesburg, Mississippi (Turtle Creek Crossing Project) (the "TIF Plan"), and a resolution regarding such Development Agreement. After a full consideration and discussion of the matter, Councilperson Carroll offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI AND TURTLE CREEK DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS, RELATING TO THE AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI (TURTLE CREEK CROSSING PROJECT); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Cross Creek Multifamily, LLC, requested the City and Lamar County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the TIF Plan), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$750,000 (the "Bonds") to finance the cost of various infrastructure improvements in connection with the TIF Plan, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs (as defined in the TIF Plan) necessary for the Developer's Project (as defined in the TIF Plan), which requests, were approved by the City on July 8, 2014 and the County on July 7, 2014; and
2. It is the intention of the City, pursuant to the authority provided in Miss. Code Ann., Sec. 21-45-1 et seq., to enter into a Development Agreement (the "Development Agreement"), with one or more developers (the "Developer(s)") of the TIF District Property under the TIF Plan for purposes of designing, acquiring and constructing the Public Infrastructure Improvements, providing for reimbursement to the Developer(s) from the net proceeds of the TIF Bonds, and providing for construction of the Redevelopment Project according to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Development Agreement in the form attached hereto as EXHIBIT "A", and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of August, 2014.

(SEAL)

ATTEST:

Diana K. Bernardo
CLERK OF COUNCIL

K. Bradley
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of August, 2014.

ATTEST:

Sharon Waite D.C.
CITY CLERK

Johnny P. Davis
MAYOR

EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2014 (this "Agreement") and effective as of July 8, 2014, by and between the CITY OF HATTIESBURG, MISSISSIPPI (the "City"), a municipal corporation of the State of Mississippi (the "State"), and Turtle Creek Development, LLC, a Mississippi limited liability company, its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment and development therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, on February 3, 2003 and March 18, 2003 respectively, Lamar County, Mississippi (the "County") and the City each adopted a Tax increment Financing Plan (Turtle Creek Crossing Project, February, 2003), which Plan was amended and restated on June 24, 2004 by the County and June 8, 2004 by the City (the "Phase One and Two TIF Plans") in accordance with the Redevelopment Plan and the Act; and

WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the "Prior Bonds") as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014 the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the "TIF Plans"); and

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Turtle Creek Crossing / Cross Creek Village Project" or the "Project") seeks to develop, in accordance with the TIF Plans, as a subsequent phase of the Turtle Creek Crossing Project and within the TIF District created and existing by virtue of the TIF Plans (see Exhibits "A" and "B" attached hereto and incorporated herein by reference), certain infrastructure improvements associated with a single-phase multi-family residential project to be developed by Cross Creek Multifamily, LLC on approximately 14.80 acres featuring 228 market-rate luxury garden dwelling units, nine (9) new residential buildings, a new recreational facility, a new sports complex and a new playground complex, in addition to other improvements; and

WHEREAS, Cross Creek Multifamily, LLC requested the City and Lamar County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the TIF Plans), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$750,000 (the "Bonds") to finance the cost of various infrastructure improvements in connection with the TIF Plans, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plans preparation fees, capitalized interest and other related soft costs (as defined in the TIF Plans) necessary for the Developer's Project (as defined in the TIF Plans)(the "TIF Improvements"), which requests, were approved by the City on July 8, 2014 and the County on July 7, 2014; and

WHEREAS, the City and the County, in accordance with the TIF Plans and as approved by the City on July 8, 2014 and by the County on July 7, 2014, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, Turtle Creek Development, LLC, the Developer herein, intends to install or have installed the TIF Improvements for the Project within the TIF District; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate

and/or support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans, the Interlocal Agreement, the debt service coverage requirements of the Prior Bonds, and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser"), and may, in the City's discretion, be sold separately or as part of a bond issue involving other, unrelated projects.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

f. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding ten (10) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below) and subject to the debt service requirements established in connection with the Prior Bonds, the City commits to size the Bonds and provide for an amortization period of not less than ten (10) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth

in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1G) of this Agreement.

g. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. It is further understood and agreed that the County's pledge of Tax Increment is, as set forth in the TIF Plans, limited to an annual cap of the amount a 26 mill levy will generate based on the County's 2014 assessed values. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

h. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

k. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER.

Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans

and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements to the City in connection with such Improvements.

b. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds and further subject to debt service coverage requirements established in connection with the Prior Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and

Improvements, or any phase thereof, as necessary; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer, and/or its agents or associated third parties, will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer, and/or its agents or associated third parties, will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, acquisition of necessary land and necessary preparation of the Project Site; the construction expansion, renovation or repair of utilities, drainage facilities, streets and other roadways, all located within or appurtenant to the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. **LIMITED OBLIGATION.** The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. **TERMINATION.** This Agreement shall automatically terminate if the Bonds are not issued within seven (7) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES.** In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the

defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. "BEST EFFORTS" DEFINED. For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. FORCE MAJEURE. Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Turtle Creek Development, LLC
C/O John T. York
112 Sheffield Loop
Hattiesburg, MS 39402
Telephone: (601) 294-0403
Email: JohnTylerYork@aol.com

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With a copy to:

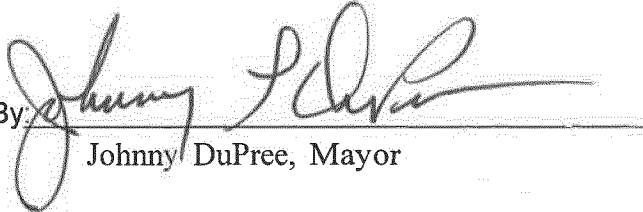
City of Hattiesburg
ATTN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[SIGNATURE BLOCKS FOLLOW-REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 5th day of August, 2014, with an effective date as hereinbefore stated.

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Johnny DuPree, Mayor

ATTEST:


City Clerk

TURTLE CREEK DEVELOPMENT, LLC, a
Mississippi limited liability company

By: _____
Bennett V. York, Member

By: _____
Paige York, Member

By: _____
John T. York, Member

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of August, 2014, within my jurisdiction, the within named Johnny L. DuPree and Sharon Waits, who acknowledged they are the Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

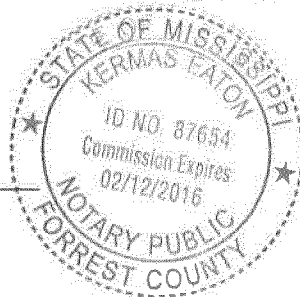
SWORN TO AND SUBSCRIBED before me this 5th day of August, 2014.



NOTARY PUBLIC

My Commission Expires:

2-12-2016



STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named Bennett V. York; Paige York; and John T. York, who respectively acknowledged to me that they, and each of them, are Members of Turtle Creek Development, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description
For
TURTLE CREEK CROSSING TIF DISTRICT

(SEE ATTACHED)

LEGAL DESCRIPTION
TIF Parcel

PARCEL NO. 1

A parcel of land being located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2 and in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, and the all in Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Beginning at a metal pipe found at the NW corner of Section 11, thence run South 00 degrees 39 minutes 48 seconds East along the west line of Section 11 for 2650.62 feet to a 2" metal pipe found marking the NW Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section II; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run North 89 degrees 54 minutes 22 seconds East for 155.22 feet to a 3" metal pipe on the west line of the Resubdivision of Commercial Mall Complex; thence run North 00 degrees 42 minutes 10 seconds West along the west line of said Mall Complex for 2186.56 feet to a 3" metal pipe at the NW corner of said Mall Complex; thence run South 89 degrees 50 minutes 36 seconds East along the north line of said Mall Complex for 1494.80 feet to a metal pipe on the east line of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 11; thence run North 00 degrees 10 minutes 22 seconds West along said east line for 458.34 feet to a metal pipe at the NE corner of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 11; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said Section 11 for 1356.37 feet; thence run North 07 degrees 13 minutes 02 seconds West for 374.00 feet; thence run North 01 degrees 15 minutes 31 seconds West for 51.15 feet; thence run North 01 degrees 24 minutes 52 seconds East for 40.55 feet; thence run North 06 degrees 38 minutes 10 seconds East for 10.96 feet to the southern margin of West 4th Street; thence run along the southern margin of West 4th Street the following calls:

South 75 degrees 00 minutes 00 seconds West for 299.90 feet; thence North 89 degrees 45 minutes 46 seconds West for 111.50 feet; thence South 87 degrees 34 minutes 07 seconds West for 471.42 feet; thence South 87 degrees 48 minutes 31 seconds West for 392.29 feet to the west line of Section 2; thence leaving West 4th Street run South for 355.00 feet back to the Point of Beginning. Said parcel contains 98.35 acres, more or less.

And also:

PARCEL NO.2

A parcel of land located in the NW 1/2 of the SE 1/4 of Section 10, and the NW 1/4 of the SW 1/4 of Section 11, all in Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi and also including Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 19 and part of Lots 1, 17, 18, 20, 21 and 22 of University Place Subdivision, and being more particularly described as follows:

Begin at a 2" metal pipe found marking the NW Corner of the NW 1/4 of the SW 1/4 of said Section 11; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW 1/4 of the SW 1/4 for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW 1/4 of the SW 1/4, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run along the east line of said University Place Subdivision for the following calls: South 20 degrees 27 minutes 53 seconds West for 470.57 feet, South 17 degrees 34 minutes 52 seconds West for 114.40 feet, South 05 degrees 20 minutes 08 seconds East for 118.42 feet to a point on the north boundary line of the property described in Deed Book 13-1, Page 44; thence run along the north and west boundary lines of said property described in Deed Book 13-1, Page 44 for the following calls: South 89 degrees 13 minutes 50 seconds West for 8.67 feet, South 08 degrees 44 minutes 01 seconds East for 19.52 feet, South 81 degrees 15 minutes 59 seconds West for 9.00 feet to the NW corner of said property described in Deed Book 13-1, Page 44, said point also being a point on the east boundary line of property described in Deed Book 14-K, Page 215; thence run North 06 degrees 21 minutes 50 seconds West along said east boundary line for 24.92 feet to the NE corner of said property described in Deed Book 14-K, Page 215; thence run South 82 degrees 57 minutes 13 seconds West along the north boundary line of said property described in Deed Book 14-K, Page 215 for 174.93 feet to the NW corner of said property described in Deed Book 14-K, Page 215; thence run South 06 degrees 21 minutes 25 seconds East along the west boundary line of said property described in Deed Book 14-K, Page 215 for 30.95 feet to a pk nail found marking the NE corner of the property described in Deed Book 15-U, Page 745; thence run North 81 degrees 04 minutes 09 seconds West along the north boundary line of said property described in Deed Book 15-U, Page 745 for 155.13 feet; thence run along said north boundary line along a curve to the left for 6.54 feet to an iron pin found marking the NW corner of said property described in Deed Book 15-U, Page 745, said curve having a radius of 250.00 feet, an included angle of 01 degrees 29 minutes 59 seconds, a chord length of 6.54 feet, and a chord bearing of North 81 degrees 33 minutes 05 seconds West; thence run South 06 degrees 21 minutes 01 seconds East along the west boundary line of said property described in Deed Book 15-U, Page 745 for 247.97 feet to an iron pin found marking the SW corner of the said property described in Deed Book 15-U, Page 745, said point also being on the north right of way line of US Highway 98; thence run along said north right of way line along a curve to the left for 488.11 feet, said curve having a radius of 17388.74 feet, an included angle of 01 degrees 36 minutes 30 seconds, a chord length of 488.09 feet, and a chord bearing of South 80 degrees 55 minutes 45 seconds West; thence run South 80 degrees 07 minutes 30 seconds West along the said north right of way line for 1561.49 feet; thence run North for 1260.51 feet to a point on the south line

of Shadow Ridge Golf Course; thence run North 80 degrees 07 minutes 56 seconds East along said south line for 149.85 feet to a found iron pin on the north line of the SE ~~OF~~ Section 10; thence run South 89 degrees 58 minutes 57 seconds East along the said north line for 1366.74 feet back to the Point of Beginning. Said parcel contains 57.51 acres more or less.

The total acreage of Parcels No. 1 and 2 is 155.86 acres, more or less.

EXHIBIT B TO DEVELOPMENT AGREEMENT PLAT
OF TURTLE CREEK CROSSING TIF DISTRICT
HATTIESBURG, MISSISSIPPI

(SEE ATTACHED)

22094071v1

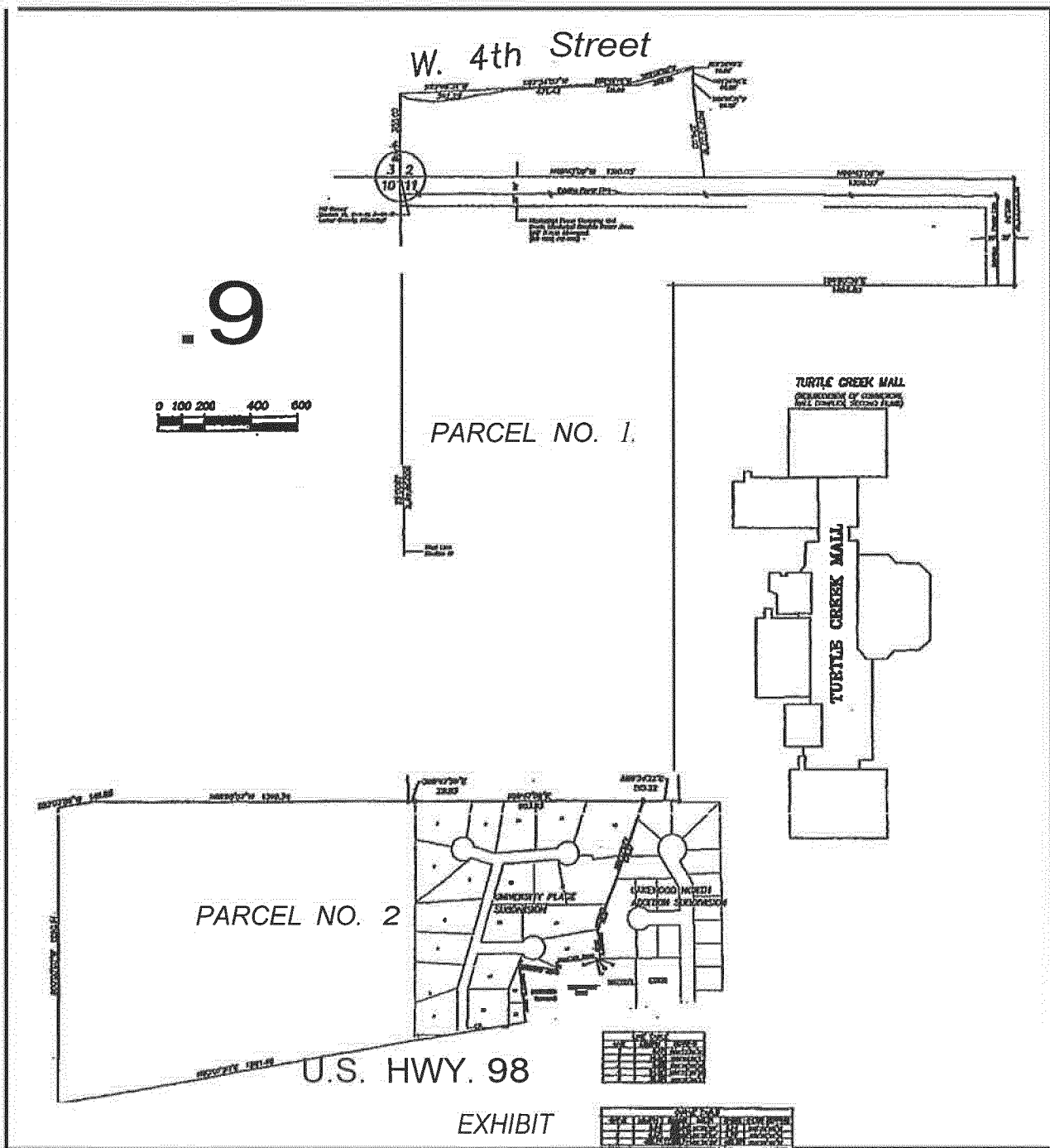


EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 17th day of June, 2014 (this "Agreement") and effective as of October 16, 2012, by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi (the "State"), and **University Mall, LLC**, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Midtown Market Project" or the "Project") consists of the redevelopment a conventional retail strip center and adjacent undeveloped land into a major mixed-use project featuring pedestrian-friendly, open-air formats that blend retail, office and residential space to attract workers, shoppers and residents, in accordance with the Redevelopment Plan, including (i) the phased improvement and redevelopment of existing commercial properties and infrastructure within the Project Area, and (ii) the construction upon undeveloped property owned by South 37th LLC of a cottage courtyard residential neighborhood consisting of approximately twenty-six (26) new homes, all located on approximately 27.95 acres within the City, as more particularly described in EXHIBIT "1" attached hereto and as depicted in EXHIBIT "2" attached hereto (collectively the "Project Site");

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, the Developer, joined in its request by St. John-Taylor Properties, LLC; Robert and Jill St. John; South 37th LLC; Regions Bank; L&D, LLC; AS Exchange, LLC; and Dr. Martin H. Baker, requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project)(the "City TIF") and the Tax Increment Financing Plan, Forrest County, Mississippi (Midtown Market Project)(the "County TIF"), together referenced herein as the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$5,000,000 for a term of up to twenty (20) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements

necessary for the Developer's Project all as described in the TIF Plans, which requests were approved by the City and County; and

WHEREAS, the Mayor and City Council of the City and the County Board of Supervisors, subsequent to a scheduled joint public hearing on November 18, 2013, respectively passed resolutions adopting the City TIF on November 18, 2013 and the County TIF Plan on December 2, 2013; and

WHEREAS, the City and the County, in accordance with the TIF Plans, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and the Interlocal Agreement; and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed Five Million Dollars (\$5,000,000.00), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the Bonds will

not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser").

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

f. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below), the City commits to size the Bonds and provide for an amortization period of not less than fifteen (15) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(j) of this Agreement.

g. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

h. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same

for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

k. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER.

Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements to the City in connection with such Improvements.

h. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and Improvements, or any phase thereof; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer and/or its agents or associated third parties will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, acquisition of necessary land and necessary preparation of the Project Site; the construction expansion, renovation or repair of utilities, drainage facilities, streets and other roadways, all located within or appurtenant to the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements

of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if the Bonds are not issued within seven (7) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. "BEST EFFORTS" DEFINED. For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. FORCE MAJEURE. Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any

permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

University Mall, LLC
C/O Robert St. John
Post Office Box 17318
Hattiesburg, MS 39404-7318
Telephone: (601) 264-0672
Email: robert@robertstjohn.com

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With copy to:

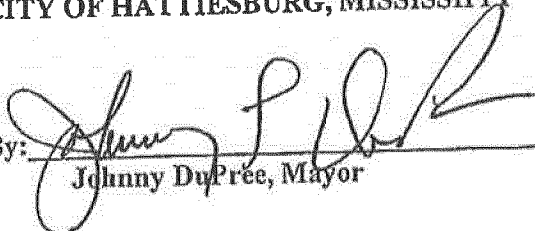
City of Hattiesburg
ATTN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 17th day of June, 2014, with an effective date of October 16, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Johnny DuPre, Mayor

ATTEST:

Connie Everett (sc)
City Clerk

UNIVERSITY MALL, LLC, a Mississippi
limited liability company

By: _____
Name: Robert St. John
Its: Member/Manager

ATTEST:

By: _____
Title: _____

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the _____ day of _____, 2014, with an effective date of October 16, 2012.

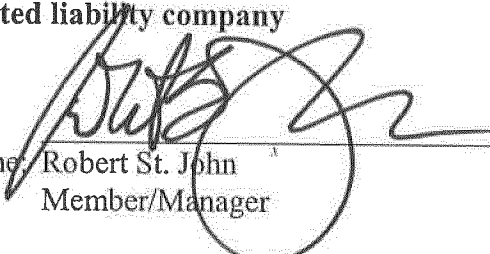
CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny DuFree, Mayor

ATTEST:

City Clerk

**UNIVERSITY MALL, LLC, a Mississippi
limited liability company**

By: 
Name: Robert St. John
Its: Member/Manager

ATTEST:

By: _____
Title: _____

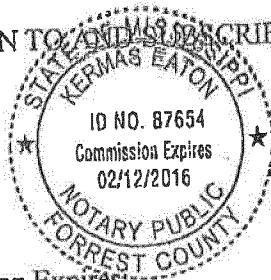
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STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of June, 2014, within my jurisdiction, the within named John L. Dupree and Connie Everett, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of ___, 2014.



[Signature]
NOTARY PUBLIC

My Commission Expires:

2-12-2016

STATE OF Mississippi

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of June, 2014, within my jurisdiction, the within named Robert St. John, who acknowledged to me that he is the Member/Manager of University Mall, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2014.



[Signature]
NOTARY PUBLIC

EXHIBIT 1

Legal Description for MID TOWN MARKET TIF PARCEL August 9, 2013

A parcel of land located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest Corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; Thence run East along the south line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 672.6 feet to the Southwest Corner of property owned by South 37th LLC, and the Point of Beginning. Thence run North along the west boundary of property owned by said South 37th LLC, for 408.87 feet to the Southeast corner of property owned by Deposit Guaranty Bank (Regions); thence run North 88 degrees 41 minutes 12 seconds West along the South boundary of property owned by said Deposit Guaranty Bank (Regions) for 651.78 feet to the East Right-of-Way line of 40th Avenue; thence run North 00 degrees 23 minutes 29 seconds West along said East Right-of-Way line of 40th Avenue for 326.82 feet to a point on the North boundary of a Street Deed (Proposed Offerral Street); thence along the north boundary of said street deed for the following two calls: run North 89 degrees 33 minutes 00 seconds East for 10.07 feet; thence run along a curve to the left for 84.30 feet, said curve having a radius of 75.00 feet, an included angle of 64 degrees 23 minutes 55 seconds, chord bearing of North 55 degrees 51 minutes 06 seconds East and a Chord length of 79.93 feet; thence run along a curve to the right for 76.72 feet to a point on the boundary of property owned by University Mall, LLC., said curve having a radius of 144.42 feet, an included angle of 30 degrees 26 minutes 12 seconds, chord bearing of North 37 degrees 21 minutes 08 seconds East and a Chord length of 75.82 feet; thence leaving the north boundary of said street deed, run along the boundary of University Mall, LLC for the following two calls: run South 88 degrees 54 minutes 00 seconds East for 171.17 feet; thence run North 01 degree 11 minutes 51 seconds East for 199.84 feet to a point on the South boundary of property owned by AS Exchange, LLC.; thence leaving said boundary of University Mall, LLC. run along the boundary of AS Exchange, LLC. for the following three calls: run North 88 degrees 51 minutes 37 seconds West for 141.20 feet; thence run North for 108.90 feet; thence run North 70 degrees 35 minutes 23 seconds East for 46.51 feet to the SW corner of property owned by Bank of Hattiesburg; thence run North 01 degree 13 minutes 23 seconds East along West boundary of property owned by Bank of Hattiesburg for 125.00 feet to the south Right-of-Way Line of US Hwy 98; thence run South 88 degrees 52 minutes 42 seconds East along said south Right-of-Way for 899.27 feet to the NW corner of property owned by Royal Oaks Rental Property, LLC.; thence leaving said south Right-of-Way of US Hwy 98 run along the boundary of Royal Oaks Rental Property, LLC for the following two calls: run South 00 degrees 39 minutes 57 seconds East for 150.00 feet; thence run South 88 degrees 48 minutes 36 seconds East for 150.00 feet to the West Right-of-Way line of 37th Avenue; thence leaving the boundary of Royal Oaks Rental Property, LLC run along the West Right-of-Way line of 37th Avenue for the following two calls: run South 00 degrees 00

minutes 44 seconds East for 665.27 feet; thence run South 00 degrees 03 minutes 31 seconds East for 468.50 feet to the SE corner of property owned by South 37th LLC.; thence run West along South boundary of property owned by South 37th LLC for 600.48 feet back to the Point of Beginning.

Said parcel contains 27.95 acres more or less.

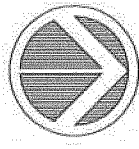
EXHIBIT 2

PLAT OF MIDTOWN MARKET TIF DISTRICT

HATTIESBURG, MISSISSIPPI
(August 9, 2013)

(See Attached)

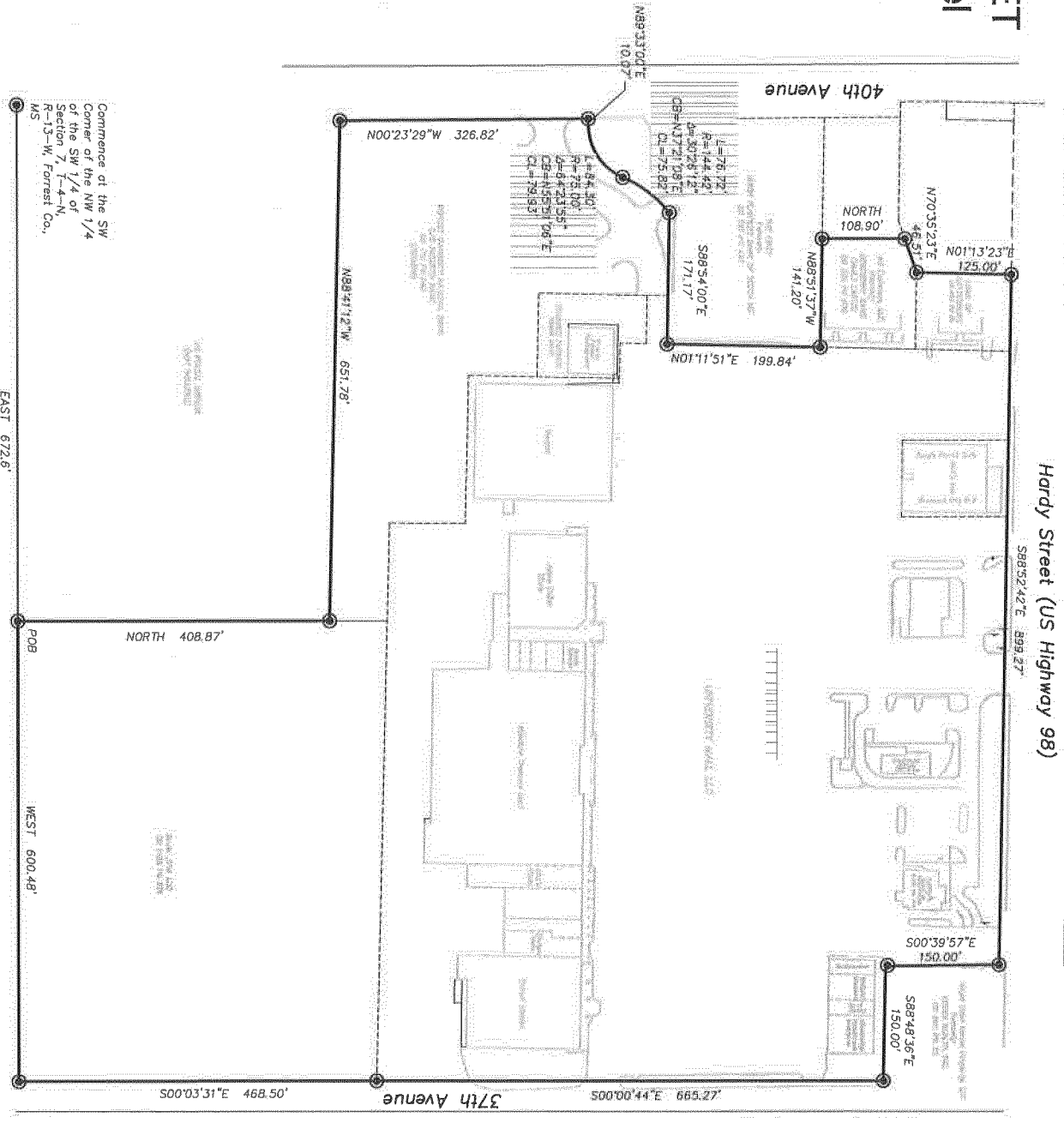
MID TOWN MARKET Proposed TIF Parcel



N.T.S.

AUGUST, 2013

NOT A PROPERTY BOUNDARY SURVEY



Commence at the SW Corner of the NW 1/4 of the SW 1/4 of Section 7, T-4-N, R-13-W, Forrest Co., MS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 5th day of August, 2014 (this "**Agreement**") and effective as of July 8, 2014, by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi (the "State"), and **Turtle Creek Development, LLC**, a Mississippi limited liability company, its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment and development therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, on February 3, 2003 and March 18, 2003 respectively, Lamar County, Mississippi (the "County") and the City each adopted a Tax increment Financing Plan (Turtle Creek Crossing Project, February, 2003), which Plan was amended and restated on June 24, 2004 by the County and June 8, 2004 by the City (the "Phase One and Two TIF Plans") in accordance with the Redevelopment Plan and the Act; and

WHEREAS, under the Phase One and Two TIF Plans, the Redevelopment Project as defined therein, including Infrastructure Improvements, was completed and the City issued its \$4,100,000 Tax Increment Limited Obligation Bonds, Series 2007 (Market at Turtle Creek Project) dated August 24, 2007 and its \$400,000 Tax Increment Obligation Bonds, Series 2011 (Turtle Creek Crossing Project) (the Series 2007 and 2011 Bonds together, the "Prior Bonds") as contemplated under the Phase One and Two TIF Plans, and as authorized under the Act; and

WHEREAS, on July 7, 2014 and July 8, 2014 the County and City further amended the Phase One and Two TIF Plans by adding a Second Addendum designed to induce additional development within the TIF District as defined and described in the Phase One and Two TIF Plans (the Phase One and Two TIF Plan, together with the Second Addendum, are referred to hereinafter as the "TIF Plans"); and

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Turtle Creek Crossing / Cross Creek Village Project" or the "Project") seeks to develop, in accordance with the TIF Plans, as a subsequent phase of the Turtle Creek Crossing Project and within the TIF District created and existing by virtue of the TIF Plans (see **Exhibits "A" and "B"** attached hereto and incorporated herein by reference), certain infrastructure improvements associated with a single-phase multi-family residential project to be developed by Cross Creek Multifamily, LLC on approximately 14.80 acres featuring 228 market-rate luxury garden dwelling units, nine (9) new residential buildings, a new recreational facility, a new sports complex and a new playground complex, in addition to other improvements; and

WHEREAS, Cross Creek Multifamily, LLC requested the City and Lamar County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the TIF Plans), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$750,000 (the "Bonds") to finance the cost of various infrastructure improvements in connection with the TIF Plans, as amended, as well as issuance costs, engineering fees, attorney's fees, TIF Plans preparation fees, capitalized interest and other related soft costs (as defined in the TIF Plans) necessary for the Developer's Project (as defined in the TIF Plans)(the "TIF Improvements"), which requests, were approved by the City on July 8, 2014 and the County on July 7, 2014; and

WHEREAS, the City and the County, in accordance with the TIF Plans and as approved by the City on July 8, 2014 and by the County on July 7, 2014, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, Turtle Creek Development, LLC, the Developer herein, intends to install or have installed the TIF Improvements for the Project within the TIF District; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate

and/or support the Developer in completing the Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans, the Interlocal Agreement, the debt service coverage requirements of the Prior Bonds, and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

c. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser"), and may, in the City's discretion, be sold separately or as part of a bond issue involving other, unrelated projects.

d. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

e. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

f. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding ten (10) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below) and subject to the debt service requirements established in connection with the Prior Bonds, the City commits to size the Bonds and provide for an amortization period of not less than ten (10) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth

in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(j) of this Agreement.

g. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. It is further understood and agreed that the County's pledge of Tax Increment is, as set forth in the TIF Plans, limited to an annual cap of the amount a 26 mill levy will generate based on the County's 2014 assessed values. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

h. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

i. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

j. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

k. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER.

Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans

and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements to the City in connection with such Improvements.

h. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds and further subject to debt service coverage requirements established in connection with the Prior Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and

Improvements, or any phase thereof, as necessary; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer, and/or its agents or associated third parties, will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer, and/or its agents or associated third parties, will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, acquisition of necessary land and necessary preparation of the Project Site; the construction expansion, renovation or repair of utilities, drainage facilities, streets and other roadways, all located within or appurtenant to the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if the Bonds are not issued within seven (7) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the

defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. "BEST EFFORTS" DEFINED. For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. FORCE MAJEURE. Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Turtle Creek Development, LLC
C/O John T. York
112 Sheffield Loop
Hattiesburg, MS 39402
Telephone: (601) 294-0403
Email: JohnTylerYork@aol.com

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With a copy to:

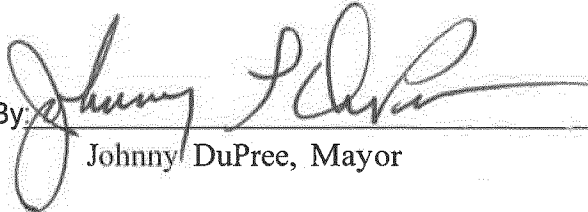
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Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

**[SIGNATURE BLOCKS FOLLOW – REMAINDER OF PAGE LEFT BLANK
INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 5th day of August, 2014, with an effective date as hereinbefore stated.

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Johnny DuPree, Mayor

ATTEST:


City Clerk

TURTLE CREEK DEVELOPMENT, LLC, a
Mississippi limited liability company

By: _____
Bennett V. York, Member

By: _____
Paige York, Member

By: _____
John T. York, Member

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the _____ day of _____, 2014, with an effective date as hereinbefore stated.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny DuPree, Mayor

ATTEST:

City Clerk

**TURTLE CREEK DEVELOPMENT, LLC, a
Mississippi limited liability company**

By: _____
Bennett V. York, Member

By: _____
Paige York, Member

By: _____
John T. York, Member

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of August, 2014, within my jurisdiction, the within named Johnny L. DuPree and Sharon Waits, who acknowledged they are the Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this 5th day of August, 2014.



NOTARY PUBLIC

My Commission Expires:

2-12-2016



STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2014, within my jurisdiction, the within named Bennett V. York; Paige York; and John T. York, who respectively acknowledged to me that they, and each of them, are Members of Turtle Creek Development, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2014, within my jurisdiction, the within named _____ and _____, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of August, 2014, within my jurisdiction, the within named Bennett V. York; Paige York; and John T. York, who respectively acknowledged to me that they, and each of them, are Members of Turtle Creek Development, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this 8th day of August, 2014.

Saileene Montgomery
NOTARY PUBLIC

My Commission Expires:
May 2, 2015

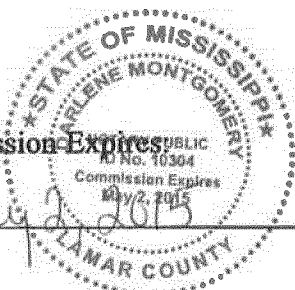


EXHIBIT A TO DEVELOPMENT AGREEMENT

**Legal Description
For
TURTLE CREEK CROSSING TIF DISTRICT**

(SEE ATTACHED)

LEGAL DESCRIPTION
TIF Parcel

PARCEL NO. 1

A parcel of land being located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2 and in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, and the all in Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Beginning at a metal pipe found at the NW corner of Section 11, thence run South 00 degrees 39 minutes 48 seconds East along the west line of Section 11 for 2650.62 feet to a 2" metal pipe found marking the NW Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 11; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run North 89 degrees 54 minutes 22 seconds East for 155.22 feet to a 3" metal pipe on the west line of the Resubdivision of Commercial Mall Complex; thence run North 00 degrees 42 minutes 10 seconds West along the west line of said Mall Complex for 2186.56 feet to a 3" metal pipe at the NW corner of said Mall Complex; thence run South 89 degrees 50 minutes 36 seconds East along the north line of said Mall Complex for 1494.80 feet to a metal pipe on the east line of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 11; thence run North 00 degrees 10 minutes 22 seconds West along said east line for 458.34 feet to a metal pipe at the NE corner of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 11; thence run North 89 degrees 43 minutes 06 seconds West along the north line of said Section 11 for 1356.37 feet; thence run North 07 degrees 13 minutes 02 seconds West for 374.00 feet; thence run North 01 degrees 15 minutes 31 seconds West for 51.15 feet; thence run North 01 degrees 24 minutes 52 seconds East for 40.55 feet; thence run North 06 degrees 38 minutes 10 seconds East for 10.96 feet to the southern margin of West 4th Street; thence run along the southern margin of West 4th Street the following calls:

South 75 degrees 00 minutes 00 seconds West for 299.90 feet; thence North 89 degrees 45 minutes 46 seconds West for 111.50 feet; thence South 87 degrees 34 minutes 07 seconds West for 471.42 feet; thence South 87 degrees 48 minutes 31 seconds West for 392.29 feet to the west line of Section 2; thence leaving West 4th Street run South for 355.00 feet back to the Point of Beginning. Said parcel contains 98.35 acres, more or less.

And also:

PARCEL NO. 2

A parcel of land located in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, all in Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi and also including Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 19 and part of Lots 1, 17, 18, 20, 21 and 22 of University Place Subdivision, and being more particularly described as follows:

Begin at a 2" metal pipe found marking the NW Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 11; thence run South 89 degrees 47 minutes 56 seconds East along the north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for 29.95 feet to a 2" metal pipe found marking the NW Corner of said University Place Subdivision, as platted on Slide A-61, number 129 in the Lamar County Courthouse; thence run South 89 degrees 47 minutes 56 seconds East along said north line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, said line also being the north line of said University Place Subdivision for 983.93 feet to the NE Corner of said University Place Subdivision; thence run along the east line of said University Place Subdivision for the following calls: South 20 degrees 27 minutes 53 seconds West for 470.57 feet, South 17 degrees 34 minutes 52 seconds West for 114.40 feet, South 05 degrees 20 minutes 08 seconds East for 118.42 feet to a point on the north boundary line of the property described in Deed Book 13-I, Page 44; thence run along the north and west boundary lines of said property described in Deed Book 13-I, Page 44 for the following calls: South 89 degrees 13 minutes 50 seconds West for 8.67 feet, South 08 degrees 44 minutes 01 seconds East for 19.52 feet, South 81 degrees 15 minutes 59 seconds West for 9.00 feet to the NW corner of said property described in Deed Book 13-I, Page 44, said point also being a point on the east boundary line of property described in Deed Book 14-K, Page 215; thence run North 06 degrees 21 minutes 50 seconds West along said east boundary line for 24.92 feet to the NE corner of said property described in Deed Book 14-K, Page 215; thence run South 82 degrees 57 minutes 13 seconds West along the north boundary line of said property described in Deed Book 14-K, Page 215 for 174.93 feet to the NW corner of said property described in Deed Book 14-K, Page 215; thence run South 06 degrees 21 minutes 25 seconds East along the west boundary line of said property described in Deed Book 14-K, Page 215 for 30.95 feet to a pk nail found marking the NE corner of the property described in Deed Book 15-U, Page 745; thence run North 81 degrees 04 minutes 09 seconds West along the north boundary line of said property described in Deed Book 15-U, Page 745 for 155.13 feet; thence run along said north boundary line along a curve to the left for 6.54 feet to an iron pin found marking the NW corner of said property described in Deed Book 15-U, Page 745, said curve having a radius of 250.00 feet, an included angle of 01 degrees 29 minutes 59 seconds, a chord length of 6.54 feet, and a chord bearing of North 81 degrees 33 minutes 05 seconds West; thence run South 06 degrees 21 minutes 01 seconds East along the west boundary line of said property described in Deed Book 15-U, Page 745 for 247.97 feet to an iron pin found marking the SW corner of the said property described in Deed Book 15-U, Page 745, said point also being on the north right of way line of US Highway 98; thence run along said north right of way line along a curve to the left for 488.11 feet, said curve having a radius of 17388.74 feet, an included angle of 01 degrees 36 minutes 30 seconds, a chord length of 488.09 feet, and a chord bearing of South 80 degrees 55 minutes 45 seconds West; thence run South 80 degrees 07 minutes 30 seconds West along the said north right of way line for 1561.49 feet; thence run North for 1260.51 feet to a point on the south line

of Shadow Ridge Golf Course; thence run North 80 degrees 07 minutes 56 seconds East along said south line for 149.85 feet to a found iron pin on the north line of the SE $\frac{1}{4}$ of Section 10; thence run South 89 degrees 58 minutes 57 seconds East along the said north line for 1366.74 feet back to the Point of Beginning. Said parcel contains 57.51 acres more or less.

The total acreage of Parcels No. 1 and 2 is 155.86 acres, more or less.

EXHIBIT B TO DEVELOPMENT AGREEMENT

PLAT OF TURTLE CREEK CROSSING TIF DISTRICT

HATTIESBURG, MISSISSIPPI

(SEE ATTACHED)

22094071v1

W. 4th Street

3 2
10 11



0 100 200 400 600

PARCEL NO. 1

TURTLE CREEK MALL
REVISIONS BY COWI
1994 (SECOND FLOOR PLAN)

TURTLE CREEK MALL

PARCEL NO. 2

U.S. HWY. 98

EXHIBIT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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City of Hattiesburg, MS

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

Master

File Number: 2014-181

File ID: 2014-181

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2014

Brief Title: August 5, 2014 Budget Amendments

Final Action: 08/05/2014

Minute Book Number: MB2014-206

Title: Adopt the August 5, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: Aug 2014 Budget Amendments, executed Aug 2014
Budget Amendments RES2014-149

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt the August 5, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-181

Title

Adopt the August 5, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish resolution one time in Hattiesburg American

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Sharon Waits, CFO
DATE: August 5, 2014
SUBJECT: Proposed Budget Amendments

Listed below are proposed amendments to the budget for FY 2014. The amendments for the General Fund will be reflected as a change to the budgeted ending cash balance.

Budgeted Ending Cash		\$1,024,988
Revenue Adjustments:		
Miscellaneous Revenue-NLC Grant	<u>125,000</u>	125,000
Expenditure Adjustments:		
City Council – increase audit budget	-47,055	
Mayor/Admin - establish NLC grant budget	-125,000	
Ins/OtherSvcs – increase legal, other prof.svcs. budgets	-145,100	
Health – increase supplies budget	-5,000	<u>-322,155</u>
Amended Budgeted Ending Cash		\$827,833

If you should need further explanation of the above information, please give me a call.

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 General Government Other Services & Charges Unappropriated Fund

Balance:			DESCRIPTION OF ITEMS
ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	NOT PREVIOUSLY LISTED
\$3,075,620	\$509,958	\$3,585,578	Budget for professional service, administrative costs for employee medical clinic, and tax collection fees

Section 2. That the following budget amendments are hereby authorized to be made in the City’s General Fund General Government Supplies and Expenses Unappropriated Fund

Balance:			DESCRIPTION OF ITEMS
ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	NOT PREVIOUSLY LISTED
\$205,469	\$40,672	\$246,141	Budget for supplies for NLC Grant and other supplies

Section 3. That the following budget amendments are hereby authorized to be made in the City’s General Fund General Government Capital Outlays Unappropriated Fund

Balance:			DESCRIPTION OF ITEMS
ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	NOT PREVIOUSLY LISTED
\$372,600	\$127,005	\$499,605	Budget for IT equipment and timekeeping software

Section 4. That the following budget amendments are hereby authorized to be made in the City’s General Fund Public Works Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,572,570	\$474,107	\$4,046,677	Budget for paving Turtle Creek mall service road

Section 5. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 28,500	\$9,000	\$37,500	Budget for increase in tax collection fee charged by county

Section 6. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$143,000	\$23,049	\$166,049	Budget additional revenue received

Section 7. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$77,000	\$104,494	\$181,494	Budget additional revenue received

Section 8. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,069,500	\$463,125	\$4,532,625	Budget for water line repairs, legal fees, and utilities costs

Section 9. 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 5th day of August, 2014.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of August, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
 Analysis of Revenue and Expenditure Budgets
 Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:											
Taxes - Other	\$31,000		\$31,000		\$31,000		\$31,000		\$31,000		\$31,000
Licenses & Permits	4,459,500		4,459,500		\$4,459,500		\$4,459,500		\$4,459,500		\$4,459,500
Intergovernmental Revenues:							\$0		\$0		\$0
Federal	1,312,743	300,000	1,612,743	-182,500	\$1,430,243	4,837	\$1,435,080	78,390	\$1,513,470		\$1,513,470
State	190,144		190,144	28,816	\$218,960		\$218,960		\$218,960		\$218,960
State-Shared	21,556,000		21,556,000	-100,000	\$21,456,000	300,000	\$21,756,000		\$21,756,000		\$21,756,000
County/City Shared	80,640		80,640	-47,791	\$32,849		\$32,849		\$32,849		\$32,849
Charges for Services:					\$0		\$0		\$0		\$0
Public Safety	190,000		190,000	4,712	\$194,712		\$194,712	18,520	\$213,232		\$213,232
Streets	20,100		20,100		\$20,100		\$20,100		\$20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	150,540		150,540	27,000	\$177,540		\$177,540	4,000	\$181,540	125,000	\$306,540
Transfers-In	604,000		604,000		\$604,000		\$604,000		\$604,000		\$604,000
Non-Revenue Receipts	1,914,400		1,914,400	2,465,100	\$4,379,500		\$4,379,500		\$4,379,500		\$4,379,500
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,331,067	\$300,000	\$34,631,067	\$2,195,337	\$36,826,404	\$304,837	\$37,131,241	\$100,910	\$37,232,151	\$125,000	\$37,357,151
Beg. Fund Balance	4,600,000	423,225	5,023,225		\$5,023,225		\$5,023,225		\$5,023,225		\$5,023,225
Property Tax Levy	12,385,000	0	12,385,000		\$12,385,000		\$12,385,000		\$12,385,000		\$12,385,000
TOTAL AVAIL. REVENUES	\$51,316,067	\$723,225	\$52,039,292	\$2,195,337	\$54,234,629	\$304,837	\$54,539,466	\$100,910	\$54,640,376	\$125,000	\$54,765,376

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council											
Personnel	\$210,215		\$210,215		\$210,215		210,215		210,215		210,215
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400
Other Services & Charges	122,440		122,440		\$122,440		122,440	600	123,040	47,055	170,095
Capital Outlays	0		0		\$0		0		0		0
Total - City Council	\$336,055	\$0	\$336,055	\$0	\$336,055	\$0	\$336,055	600	\$336,655	47,055	\$383,710
City Court											
Personnel	\$913,163		\$913,163		\$913,163		913,163		913,163		913,163
Supplies & Expenses	19,500		19,500		\$19,500		19,500		19,500		19,500
Other Services & Charges	80,000		80,000		\$80,000		80,000		80,000		80,000
Capital Outlays	0		0		\$0		0		0		0
Total - City Court	\$1,012,663	\$0	\$1,012,663	\$0	\$1,012,663	\$0	\$1,012,663	0	\$1,012,663	0	\$1,012,663
Mayor/Admin.											
Personnel	\$539,621	\$1,120	\$540,741		\$540,741		540,741		540,741	91,300	632,041
Supplies & Expenses	12,900		12,900		\$12,900		12,900		12,900	22,663	35,563
Other Services & Charges	102,650	17,483	120,133	1,067	\$121,200		121,200		121,200	11,037	132,237
Capital Outlays	38,000		38,000		\$38,000		38,000		38,000		38,000
Total - Mayor/Admin.	\$693,171	\$18,603	\$711,774	\$1,067	\$712,841	\$0	\$712,841	0	\$712,841	125,000	\$837,841
Elections											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0	21,800	21,800	-5,600	\$16,200		16,200		16,200		16,200
Capital Outlays	0		0		\$0		0		0		0
Total - Elections	\$0	\$21,800	\$21,800	-\$5,600	\$16,200	\$0	\$16,200	0	\$16,200	0	\$16,200
Muni. Clerk											
Personnel	\$156,959		\$156,959		\$156,959		\$156,959		\$156,959		\$156,959
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800		3,800
Other Services & Charges	34,540		34,540		\$34,540		34,540		34,540		34,540
Capital Outlays	0		0		\$0		0		0		0
Total - Muni Clerk	\$195,299	\$0	\$195,299	\$0	\$195,299	\$0	\$195,299	0	\$195,299	0	\$195,299
Accounting											
Personnel	\$275,316		\$275,316		\$275,316		\$275,316		\$275,316		\$275,316
Supplies & Expenses	6,860		6,860		\$6,860		6,860		6,860		6,860
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075		2,075
Capital Outlays	2,900		2,900		\$2,900		2,900		2,900		2,900
Total - Accounting	\$287,151	\$0	\$287,151	\$0	\$287,151	\$0	\$287,151	0	\$287,151	0	\$287,151
Purchasing											
Personnel	\$135,682		\$135,682		\$135,682		\$135,682		\$135,682		\$135,682
Supplies & Expenses	6,250		6,250		\$6,250		6,250		6,250		6,250
Other Services & Charges	1,320		1,320	100	\$1,420		1,420		1,420		1,420
Capital Outlays	0		0		\$0		0		0		0
Total - Purchasing	\$143,252	\$0	\$143,252	\$100	\$143,352	\$0	\$143,352	0	\$143,352	0	\$143,352

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
City Attorney											
Personnel	\$94,320		\$94,320		\$94,320		\$94,320		\$94,320		\$94,320
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500		18,500		18,500
Capital Outlays	0		0		\$0		0		0		0
Total - City Attorney	\$112,820	\$0	\$112,820	\$0	\$112,820	\$0	\$112,820	0	\$112,820	0	\$112,820
Human Resources											
Personnel	\$198,234		\$198,234		\$198,234		\$198,234		\$198,234		\$198,234
Supplies & Expenses	8,920		8,920		\$8,920		8,920		8,920		8,920
Other Services & Charges	4,640		4,640		\$4,640		4,640		4,640		4,640
Capital Outlays	3,200		3,200		\$3,200		3,200		3,200		3,200
Total - Human Resources	\$214,994	\$0	\$214,994	\$0	\$214,994	\$0	\$214,994	0	\$214,994	0	\$214,994
Loss Control											
Personnel	\$106,457		\$106,457		\$106,457		\$106,457		\$106,457		\$106,457
Supplies & Expenses	5,505	672	6,177		\$6,177		6,177		6,177		6,177
Other Services & Charges	4,845		4,845		\$4,845		4,845		4,845		4,845
Capital Outlays	0		0		\$0		0		0		0
Total - Loss Control	\$116,807	\$672	\$117,479	\$0	\$117,479	\$0	\$117,479	0	\$117,479	0	\$117,479
Urban Development											
Personnel	\$509,016	\$1,285	\$510,301		\$510,301		\$510,301		\$510,301		\$510,301
Supplies & Expenses	28,374		28,374	2,000	\$30,374	\$6,337	36,711	4,000	40,711		40,711
Other Services & Charges	112,069		112,069	25,000	\$137,069	-\$16,807	120,262		120,262		120,262
Capital Outlays	0		0		\$0		0		0		0
Total - Urban Dev.	\$649,459	\$1,285	\$650,744	\$27,000	\$677,744	-\$10,470	\$667,274	4,000	\$671,274	0	\$671,274
Information Systems											
Personnel	\$388,604		\$388,604		\$388,604		\$388,604		\$388,604		\$388,604
Supplies & Expenses	46,100		46,100		\$46,100		46,100		46,100	5,000	51,100
Other Services & Charges	432,925		432,925	9,000	\$441,925		441,925		441,925	-\$40,000	401,925
Capital Outlays	321,500	92,005	413,505		\$413,505		413,505		413,505	35,000	448,505
Total - Inf. Systems	\$1,189,129	\$92,005	\$1,281,134	\$9,000	\$1,290,134	\$0	\$1,290,134	0	\$1,290,134	0	\$1,290,134
Gen. Gov't Building											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	27,610		27,610		\$27,610		27,610		27,610		27,610
Other Services & Charges	177,758	1,925	179,683		\$179,683	\$3,000	182,683		182,683		182,683
Capital Outlays			0		\$0		0		0		0
Total - Gen. Gov't Building	\$205,368	\$1,925	\$207,293	\$0	\$207,293	\$3,000	\$210,293	0	\$210,293	0	\$210,293
Intermodal Facility (Depot) O & M:											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500		13,500		13,500		13,500
Other Services & Charges	90,340	50,000	140,340		\$140,340	\$10,000	150,340		150,340		150,340
Capital Outlays			0		\$0		0		0		0
Total - Depot O & M	\$103,840	\$50,000	\$153,840	\$0	\$153,840	\$10,000	\$163,840	0	\$163,840	0	\$163,840
Metro Planning											
Personnel	\$211,706		\$211,706		\$211,706		\$211,706		\$211,706		\$211,706
Supplies & Expenses	17,450		17,450		\$17,450		17,450		17,450		17,450
Other Services & Charges	210,200		210,200		\$210,200		210,200		210,200		210,200
Capital Outlays	6,000		6,000		\$6,000		6,000		6,000		6,000
Total - Metro Planning	\$445,356	\$0	\$445,356	\$0	\$445,356	\$0	\$445,356	0	\$445,356	0	\$445,356
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	1,672,168		1,672,168		\$1,672,168	\$286,000	1,958,168	28,000	1,986,168	145,100	2,131,268
Capital Outlays			0		\$0		0		0		0
Total - Gen. Gov't Insur/other Serv.	\$1,676,579	\$0	\$1,676,579	\$0	\$1,676,579	\$286,000	\$1,962,579	28,000	\$1,990,579	145,100	\$2,135,679
Federal Programs Administration											
Personnel	\$135,909		135,909		\$135,909		135,909	2,500	138,409		138,409
Supplies	4,100		4,100		\$4,100		4,100		4,100		4,100
Other Services & Charges	9,150		9,150		\$9,150		9,150	78,390	87,540		87,540
Capital Outlay	1,000		1,000		\$1,000		1,000		1,000		1,000
Total - Federal Programs Admin.	\$150,159	\$0	\$150,159	\$0	\$150,159	\$0	\$150,159	\$80,890	\$231,049	\$0	\$231,049

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Recap - General Government Cost Centers											
Personnel	\$3,878,413	\$2,405	\$3,880,818	\$0	\$3,880,818	\$0	\$3,880,818	\$2,500	\$3,883,318	\$91,300	\$3,974,618
Supplies & Expenses	\$205,469	\$672	\$206,141	\$2,000	\$208,141	\$6,337	\$214,478	\$4,000	\$218,478	\$27,663	\$246,141
Other Services & Charges	\$3,075,620	\$91,208	\$3,166,828	\$29,567	\$3,196,395	\$282,193	\$3,478,588	\$106,990	\$3,585,578	\$163,192	\$3,748,770
Capital Outlays	\$372,600	\$92,005	\$464,605	\$0	\$464,605	\$0	\$464,605	\$0	\$464,605	\$35,000	\$499,605
Total - Gen. Government	\$7,532,102	\$186,290	\$7,718,392	\$31,567	\$7,749,959	\$288,530	\$8,038,489	113,490	\$8,151,979	317,155	\$8,469,134
Police											
Personnel	\$9,869,321	\$3,122	\$9,872,443		\$9,872,443		\$9,872,443		\$9,872,443		\$9,872,443
Supplies & Expenses	729,505	17,262	746,767		\$746,767		746,767	10,000	756,767		756,767
Other Services & Charges	460,830	4,525	465,355	311	\$465,666	\$24,000	489,666	10,000	499,666		499,666
Capital Outlays	891,970	21,600	913,570	-9,512	\$904,058		904,058	-20,000	884,058		884,058
Total - Police	\$11,951,626	\$46,509	\$11,998,135	-\$9,201	\$11,988,934	\$24,000	\$12,012,934	0	\$12,012,934	0	\$12,012,934
Police & Fire Training											
Personnel	\$33,733		\$33,733		\$33,733		\$33,733		\$33,733		\$33,733
Supplies & Expenses	155,320	23,719	179,039	230	\$179,269		179,269		179,269		179,269
Other Services & Charges	136,710	3,270	139,980	1,770	\$141,750		141,750		141,750		141,750
Capital Outlays	25,000		25,000		\$25,000		25,000		25,000		25,000
Total - Police & Fire Training	\$350,763	\$26,989	\$377,752	\$2,000	\$379,752	\$0	\$379,752	0	\$379,752	0	\$379,752
Fire											
Personnel	\$6,782,570		\$6,782,570		\$6,782,570		\$6,782,570		\$6,782,570		\$6,782,570
Supplies & Expenses	358,155	4,183	362,338		\$362,338		362,338		362,338		362,338
Other Services & Charges	319,370	1,000	320,370		\$320,370	\$3,000	323,370		323,370		323,370
Capital Outlays	24,700		24,700	114,100	\$138,800		138,800		138,800		138,800
Total - Fire Dept.	\$7,484,795	\$5,183	\$7,489,978	\$114,100	\$7,604,078	\$3,000	\$7,607,078	0	\$7,607,078	0	\$7,607,078
Code Enforcement											
Personnel	\$577,594	\$927	\$578,521		\$578,521		\$578,521		\$578,521		\$578,521
Supplies & Expenses	32,200	238	32,438		\$32,438		32,438		32,438		32,438
Other Services & Charges	58,150		58,150	58,630	\$116,780		116,780		116,780		116,780
Capital Outlays	0	4,311	4,311		\$4,311		4,311		4,311		4,311
Total - Code Enforcement	\$667,944	\$5,476	\$673,420	\$58,630	\$732,050	\$0	\$732,050	0	\$732,050	0	\$732,050
Contractual Services - Public Safety											
Personnel	\$191,130		\$191,130		\$191,130		\$191,130	18,520	\$209,650		\$209,650
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	1,892,000		1,892,000		\$1,892,000		1,892,000		1,892,000		1,892,000
Capital Outlays			0		\$0		0		0		0
Total - Cont. Serv. - Public Safety	\$2,083,130	\$0	\$2,083,130	\$0	\$2,083,130	\$0	\$2,083,130	18,520	\$2,101,650	0	\$2,101,650
Public Services Cost Centers:											
Traffic Maint.											
Personnel	\$407,060		\$407,060		\$407,060		\$407,060		\$407,060		\$407,060
Supplies & Expenses	171,420	11,201	182,621		\$182,621		182,621		182,621		182,621
Other Services & Charges	54,100		54,100		\$54,100		54,100		54,100		54,100
Capital Outlays	19,854		19,854		\$19,854		19,854		19,854		19,854
Total - Traffic Maint.	\$652,434	\$11,201	\$663,635	\$0	\$663,635	\$0	\$663,635	0	\$663,635	0	\$663,635
Streets											
Personnel	\$1,680,140	\$3,112	\$1,683,252		\$1,683,252		\$1,683,252		\$1,683,252		\$1,683,252
Supplies & Expenses	455,500	73,683	529,183		\$529,183		529,183		529,183		529,183
Other Services & Charges	223,700	34,340	258,040		\$258,040		258,040	380,000	638,040		638,040
Capital Outlays	259,000	9,880	268,880		\$268,880		268,880		268,880		268,880
Total - Streets	\$2,618,340	\$121,015	\$2,739,355	\$0	\$2,739,355	\$0	\$2,739,355	380,000	\$3,119,355	0	\$3,119,355
Street Lights											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	1,150,000		1,150,000		\$1,150,000		1,150,000	-20,000	1,130,000		1,130,000
Capital Outlays	0		0		\$0		0		0		0
Total - Street Lights	\$1,150,000	\$0	\$1,150,000	\$0	\$1,150,000	\$0	\$1,150,000	-20,000	\$1,130,000	0	\$1,130,000
Engineering											
Personnel	\$338,900		\$338,900		\$338,900		\$338,900		\$338,900		\$338,900
Supplies & Expenses	20,550		20,550		\$20,550		20,550		20,550		20,550
Other Services & Charges	278,950	77,244	356,194		\$356,194	\$500	356,694	-30,000	326,694		326,694
Capital Outlays	36,345		36,345		\$36,345		36,345	-20,000	16,345		16,345
Total - Engineering	\$674,745	\$77,244	\$751,989	\$0	\$751,989	\$500	\$752,489	-\$50,000	\$702,489	0	\$702,489

CITY OF HATTIESBURG, MS. - GENERAL FUND
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Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Shop											
Personnel	\$472,329		\$472,329		\$472,329		\$472,329		\$472,329		\$472,329
Supplies & Expenses	46,475		46,475		46,475		46,475		46,475		46,475
Other Services & Charges	47,150		47,150		47,150	\$10,000	57,150		57,150		57,150
Capital Outlays	0		0		\$0		0		0		0
Total - Shop	\$565,954	\$0	\$565,954	\$0	\$565,954	\$10,000	\$575,954	0	\$575,954	0	\$575,954
GOFs											
Personnel	\$318,821	\$1,183	\$320,004		\$320,004		\$320,004	-2,000	\$318,004		\$318,004
Supplies & Expenses	16,885		16,885		16,885		16,885		16,885		16,885
Other Services & Charges	24,535		24,535		24,535		24,535	-5,500	19,035		19,035
Capital Outlays	0	3,102	3,102		\$3,102		3,102		3,102		3,102
Total - GOFs	\$360,241	\$4,285	\$364,526	\$0	\$364,526	\$0	\$364,526	-7,500	\$357,026	0	\$357,026
Drainage											
Personnel	\$176,439	\$671	\$177,110		\$177,110		\$177,110	900	\$178,010		\$178,010
Supplies & Expenses	77,150	10,888	88,038		88,038		88,038		88,038		88,038
Other Services & Charges	433,000	76,515	509,515		509,515		509,515	-125,000	384,515		384,515
Capital Outlays	744,150	55,375	799,525	-157,250	\$642,275		642,275		642,275		642,275
Total - Drainage	\$1,430,739	\$143,449	\$1,574,188	-\$157,250	\$1,416,938	\$0	\$1,416,938	-124,100	\$1,292,838	0	\$1,292,838
Construction											
Personnel	\$698,134		\$698,134		\$698,134		\$698,134		\$698,134		\$698,134
Supplies & Expenses	144,634		144,634		144,634	\$5,000	149,634	25,000	174,634		174,634
Other Services & Charges	114,035	57,994	172,029		172,029		172,029		172,029		172,029
Capital Outlays	78,420		78,420		78,420	\$85,000	163,420		163,420		163,420
Total - Construction	\$1,035,223	\$57,994	\$1,093,217	\$0	\$1,093,217	\$90,000	\$1,183,217	25,000	\$1,208,217	0	\$1,208,217
Sanitation											
Personnel	\$1,245,489	\$2,374	\$1,247,863		\$1,247,863		\$1,247,863		\$1,247,863		\$1,247,863
Supplies & Expenses	342,400	6,086	348,486		348,486		348,486		348,486		348,486
Other Services & Charges	1,228,200	19,438	1,247,638		1,247,638		1,247,638		1,247,638		1,247,638
Capital Outlays	0		0	2,340,000	\$2,340,000		2,340,000	-40,000	2,300,000		2,300,000
Total - Sanitation	\$2,816,089	\$27,898	\$2,843,987	\$2,340,000	\$5,183,987	\$0	\$5,183,987	-40,000	\$5,143,987	0	\$5,143,987
Street Cleaning											
Personnel	\$67,070		\$67,070		\$67,070		\$67,070		\$67,070		\$67,070
Supplies & Expenses	23,700		23,700		23,700		23,700		23,700		23,700
Other Services & Charges	11,400		11,400		11,400		11,400	-5,000	6,400		6,400
Capital Outlays	0		0		\$0		0		0		0
Total - Street Cleaning	\$102,170	\$0	\$102,170	\$0	\$102,170	\$0	\$102,170	-5,000	\$97,170	0	\$97,170
Health											
Personnel	\$416,666		\$416,666		\$416,666		\$416,666	5,000	\$421,666		\$421,666
Supplies & Expenses	144,941	5,970	150,911		150,911		150,911		150,911	5,000	155,911
Other Services & Charges	7,500	3,576	11,076		11,076		11,076		11,076		11,076
Capital Outlays	0		0		\$0		0		0		0
Total - Health	\$569,107	\$9,546	\$578,653	\$0	\$578,653	\$0	\$578,653	5,000	\$583,653	5,000	\$588,653
Recap - Public Services:											
Personnel	\$5,821,048	\$7,340	\$5,828,388	\$0	\$5,828,388	\$0	\$5,828,388	3,900	\$5,832,288	0	\$5,832,288
Supplies & Expenses	\$1,443,655	107,828	1,551,483	0	\$1,551,483	5,000	1,556,483	25,000	1,581,483	5,000	1,586,483
Other Services & Charges	\$3,572,570	269,107	3,841,677	0	\$3,841,677	10,500	3,852,177	194,500	4,046,677	0	4,046,677
Capital Outlays	\$1,137,769	68,357	1,206,126	2,182,750	\$3,388,876	85,000	3,473,876	-60,000	3,413,876	0	3,413,876
Total - Public Services	\$11,975,042	\$452,632	\$12,427,674	\$2,182,750	\$14,610,424	\$100,500	\$14,710,924	163,400	\$14,874,324	5,000	\$14,879,324
Animal Control											
Personnel	\$143,749		\$143,749		\$143,749		\$143,749		\$143,749		\$143,749
Supplies & Expenses	23,950		23,950		23,950		23,950		23,950		23,950
Other Services & Charges	122,423		122,423	2,510	\$124,933		124,933		124,933		124,933
Capital Outlays	20,000		20,000		\$20,000		20,000		20,000		20,000
Total - Animal Control	\$310,122	\$0	\$310,122	\$2,510	\$312,632	\$0	\$312,632	0	\$312,632	0	\$312,632
Human/Social Assist.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	159,500		159,500	500	\$160,000		160,000		160,000		160,000
Capital Outlays			0		\$0		0		0		0
Total - Human/Social Assist.	\$159,500	\$0	\$159,500	\$500	\$160,000		\$160,000	0	\$160,000	0	\$160,000
Economic Dev.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	160,000		160,000		\$160,000		160,000		160,000		160,000
Capital Outlays			0		\$0		0		0		0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000	0	\$160,000	0	\$160,000
Debt Service											
Principal	\$1,223,140	\$603,200	\$1,826,340		\$1,826,340		\$1,826,340	99,500	\$1,925,840		\$1,925,840
Interest	145,675	\$19,050	\$164,725		\$164,725		\$164,725	4,230	\$168,955		\$168,955
Total Debt Service	\$1,368,815	\$622,250	\$1,991,065	\$0	\$1,991,065	\$0	\$1,991,065	103,730	\$2,094,795	0	\$2,094,795
Airport											
Personnel	\$104,025		\$104,025		\$104,025		\$104,025		\$104,025		\$104,025
Supplies & Expenses	56,195		56,195		\$56,195		56,195		56,195		56,195
Other Services & Charges	72,975	5,000	77,975		\$77,975		77,975		77,975		77,975
Capital Outlays	53,510		53,510		\$53,510		53,510		53,510		53,510
Total - Airport	\$286,705	\$5,000	\$291,705	\$0	\$291,705	\$0	\$291,705	0	\$291,705	0	\$291,705
Cemetery											
Personnel	\$691,862		\$691,862		\$691,862		\$691,862		\$691,862		\$691,862
Supplies & Expenses	89,350		89,350		\$89,350		89,350		89,350		89,350
Other Services & Charges	53,450		53,450		\$53,450		53,450		53,450		53,450
Capital Outlays	69,500	58,300	127,800		\$127,800		127,800		127,800		127,800
Total - Cemetery	\$904,162	\$58,300	\$962,462	\$0	\$962,462	\$0	\$962,462	0	\$962,462	0	\$962,462
Parking Garages											
Personnel	\$197,043	\$3,210	\$200,253		\$200,253		\$200,253		\$200,253		\$200,253
Supplies & Expenses	7,250		7,250		\$7,250		7,250		7,250		7,250
Other Services & Charges	88,544	480	89,024		\$89,024	\$2,000	91,024		91,024		91,024
Capital Outlays	10,000		10,000		\$10,000		10,000		10,000		10,000
Total - Parking Garages	\$302,837	\$3,690	\$306,527	\$0	\$306,527	\$2,000	\$308,527	0	\$308,527	0	\$308,527
Transfers to Other Funds	\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500
EXPENDITURES & TRANSFERS	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	399,140	\$53,615,388	322,155	\$53,937,543
<i>Recap - General Fund</i>											
Personnel	\$28,290,488	\$17,004	\$28,307,492	\$0	\$28,307,492	\$0	\$28,307,492	24,920	\$28,332,412	91,300	\$28,423,712
Supplies & Expenses	3,101,049	153,902	3,254,951	2,230	3,257,181	11,337	3,268,518	39,000	3,307,518	32,663	3,340,181
Other Services & Charges	10,172,142	374,590	10,546,732	93,288	10,640,020	321,693	10,961,713	311,490	11,273,203	163,192	11,436,395
Capital Outlays	2,605,049	244,573	2,849,622	2,287,338	5,136,960	85,000	5,221,960	-80,000	5,141,960	35,000	5,176,960
Principal Payments	1,223,140	603,200	1,826,340	0	1,826,340	0	1,826,340	99,500	1,925,840	0	1,925,840
Interest Payments	145,675	19,050	164,725	0	164,725	0	164,725	4,230	168,955	0	168,955
Total - Gen. Fund Cost Centers	\$45,537,543	\$1,412,319	\$46,949,862	\$2,382,856	\$49,332,718	\$418,030	\$49,750,748	399,140	\$50,149,888	322,155	\$50,472,043
Transfers to Other Funds	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500
Total - Expenditures & Transfers	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	\$399,140	\$53,615,388	\$322,155	\$53,937,543
Ending Cash Budget	\$2,313,024	-\$689,094	\$1,623,930	-\$187,519	\$1,436,411	-\$113,193	\$1,323,218	-\$298,230	\$1,024,988	-\$197,155	\$827,833

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	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	\$1,132,878		\$1,132,878		\$1,132,878		\$1,132,878		\$1,132,878		\$1,132,878
Supplies & Expenses	357,446		357,446		\$357,446		357,446		357,446		357,446
Other Services & Charges	192,509	14,130	206,639		\$206,639	3,000	209,639		209,639		209,639
Capital Outlays	395,535	146,162	541,697	20,000	\$561,697		561,697		561,697		561,697
Total - Recreation Maint.	\$2,078,368	\$160,292	\$2,238,660	\$20,000	\$2,258,660	3,000	\$2,261,660	0	\$2,261,660	0	\$2,261,660
Recreation Admin.											
Personnel	\$465,726		\$465,726		\$465,726		\$465,726		\$465,726		\$465,726
Supplies & Expenses	100,490		100,490		\$100,490		100,490		100,490		100,490
Other Services & Charges	456,884		456,884		\$456,884	2,000	458,884		458,884		458,884
Capital Outlays	0		0		\$0		0		0		0
Total - Recreation Admin.	\$1,023,100	\$0	\$1,023,100	\$0	\$1,023,100	2,000	\$1,025,100	0	\$1,025,100	0	\$1,025,100
Kamper Park Zoo											
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 - Kamper Park	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0
Recap - Parks & Recreation Fund:											
Personnel	\$1,598,604	\$0	\$1,598,604	\$0	\$1,598,604	\$0	\$1,598,604	0	\$1,598,604	0	\$1,598,604
Supplies & Expenses	457,936	0	457,936	0	\$457,936	0	457,936	0	457,936	0	457,936
Other Services & Charges	649,393	14,130	663,523	0	\$663,523	5,000	668,523	0	668,523	0	668,523
Capital Outlays	395,535	146,162	541,697	20,000	\$561,697	0	561,697	0	561,697	0	561,697
Total - Recreation Maint.	\$3,101,468	\$160,292	\$3,261,760	\$20,000	\$3,281,760	\$5,000	\$3,286,760	\$0	\$3,286,760	\$0	\$3,286,760
Municipal Fire Protection (Fund #5):											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000		72,000		72,000		72,000
Other Services & Charges	30,500		30,500		\$30,500		30,500		30,500		30,500
Capital Outlays	443,761		443,761		\$443,761		443,761		443,761		443,761
Principal Payments	152,673		152,673		\$152,673		152,673		152,673		152,673
Interest Payments	19,415		19,415		\$19,415		19,415		19,415		19,415
Total - Municipal Fire Prot. Fund	\$718,349	\$0	\$718,349	\$0	\$718,349	\$0	\$718,349	\$0	\$718,349	\$0	\$718,349
Special Streets (Fund #8):											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	151,000		151,000		\$151,000		151,000		151,000		151,000
Capital Outlays			0		\$0		0		0		0
Total - Special Streets	\$151,000	\$0	\$151,000	\$0	\$151,000	0	\$151,000	0	\$151,000	0	\$151,000
Water & Sewer Operation & Maint. (Fund #9):											
Customer Accounts Cost Center											
Personnel	\$393,105		\$393,105	\$4,310	\$397,415		\$397,415		\$397,415		\$397,415
Supplies & Expenses	31,120		31,120		\$31,120		31,120	3,000	34,120		34,120
Other Services & Charges	136,400	2,375	138,775	10,000	\$148,775		148,775	-250	148,525		148,525
Capital Outlays	24,000		24,000		\$24,000		24,000	-2,750	21,250		21,250
Total - Customer Accounts	\$584,625	\$2,375	\$587,000	\$14,310	\$601,310	0	\$601,310	0	\$601,310	0	\$601,310
Water Transmission Cost Center											
Personnel	\$755,944	\$671	\$756,615		\$756,615		\$756,615		\$756,615		\$756,615
Supplies & Expenses	236,800		236,800		\$236,800		236,800		236,800		236,800
Other Services & Charges	447,000		447,000		\$447,000	200,000	647,000		647,000		647,000
Capital Outlays	125,000		125,000		\$125,000		125,000		125,000		125,000
Total - Water Trans.	\$1,564,744	\$671	\$1,565,415	\$0	\$1,565,415	200,000	\$1,765,415	0	\$1,765,415	0	\$1,765,415
Plant Cost Center											
Personnel	\$585,240		\$585,240	\$2,570	\$587,810		\$587,810		\$587,810		\$587,810
Supplies & Expenses	181,750		181,750		\$181,750		181,750	2,000	183,750		183,750
Other Services & Charges	997,000	45,000	1,042,000		\$1,042,000	100,000	1,142,000		1,142,000		1,142,000
Capital Outlays	146,500		146,500		\$146,500		146,500		146,500		146,500
Total - Plant	\$1,910,490	\$45,000	\$1,955,490	\$2,570	\$1,958,060	100,000	\$2,058,060	2,000	\$2,060,060	0	\$2,060,060
Sewer Cost Center											
Personnel	\$711,068		\$711,068		\$711,068		\$711,068		\$711,068		\$711,068
Supplies & Expenses	309,750	2,054	\$311,804		\$311,804		311,804	20,000	331,804		331,804
Other Services & Charges	1,040,100		1,040,100		\$1,040,100		1,040,100	6,000	1,046,100		1,046,100
Capital Outlays	33,000		33,000		\$33,000		33,000		33,000		33,000
Total - Water Trans.	\$2,093,918	\$2,054	\$2,095,972	\$0	\$2,095,972	0	\$2,095,972	26,000	\$2,121,972	0	\$2,121,972
Lagoon Cost Center											
Personnel	\$271,624		\$271,624		\$271,624		\$271,624		\$271,624		\$271,624
Supplies & Expenses	383,800		383,800		\$383,800		383,800	35,000	418,800		418,800
Other Services & Charges	1,449,000		1,449,000		\$1,449,000		1,449,000	100,000	1,549,000		1,549,000
Capital Outlays	565,000	13,787	578,787		\$578,787		578,787		578,787		578,787
Principal Payments			0		\$0		0		0		0
Interest Payments			0		\$0		0		0		0
Total - Lagoon Cost Center	\$2,669,424	\$13,787	\$2,683,211	\$0	\$2,683,211	0	\$2,683,211	135,000	\$2,818,211	0	\$2,818,211

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Airport Imp. (Fund #39):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0		0
Other Services & Charges	350,000	-148,666	201,334		\$201,334		201,334	-201,334	0		0
Capital Outlays	1,370,728		1,370,728	-428,205	\$942,523		942,523	201,334	1,143,857		1,143,857
Total - Airport Imp. Fund	\$1,720,728	-\$148,666	\$1,572,062	-\$428,205	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857
2009 Gen.Oblig.Refunding Bonds (Fund #50)											
Bonds Redeemed			0		0		0		0		0
Interest on Bonds			0		0		0		0		0
Paying Agent Fees			0		0		0		0		0
Other Services & Charges			0		0		0		0		0
Total - 2007 G.O.Refunding	0	0	0		0	0	0	0	0	0	0
Municipal Road & Bridge (Fund #72):											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0	13,075	13,075		\$13,075		13,075		13,075		13,075
Other Services & Charges	463,000	55,778	518,778	100,000	\$618,778		618,778		618,778		618,778
Capital Outlays	6,360,100	3,925	6,364,025	726,847	\$7,090,872		7,090,872		7,090,872		7,090,872
Principal	25,065		25,065		\$25,065		25,065		25,065		25,065
Interest	4,918		4,918		\$4,918		4,918		4,918		4,918
Total - Municipal Road & Bridge	\$6,853,083	\$72,778	\$6,925,861	\$826,847	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708
Mass Transit (Fund #73):											
Personnel	\$679,495		\$679,495		\$679,495		\$679,495		\$679,495		\$679,495
Supplies & Expenses	224,000		224,000		\$224,000		224,000		224,000		224,000
Other Services & Charges	193,850	4,739	198,589		\$198,589		198,589	4,500	203,089		203,089
Capital Outlays	833,241		833,241	-141,200	\$692,041		692,041		692,041		692,041
Total - Mass Transit Fund	\$1,930,586	\$4,739	\$1,935,325	-\$141,200	\$1,794,125	\$0	\$1,794,125	\$4,500	\$1,798,625	\$0	\$1,798,625
Water & Sewer Construction (Fund #75):											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	1,600,000	-658,092	941,908	-844,367	\$97,541		97,541		97,541		97,541
Capital Outlays	4,382,000	54,808	4,436,808	-474,058	\$3,962,750	153,000	4,115,750	266,593	4,382,343		4,382,343
Total - W & S Construction Fund	\$5,982,000	-\$603,284	\$5,378,716	-\$1,318,425	\$4,060,291	\$153,000	\$4,213,291	\$266,593	\$4,479,884	\$0	\$4,479,884
Community Centers (Fund #77):											
Personnel	\$519,747	\$548	\$520,295		\$520,295		\$520,295		\$520,295		\$520,295
Supplies & Expenses	67,900		67,900		\$67,900		67,900		67,900	7,440	75,340
Other Services & Charges	219,550	10,715	230,265		\$230,265		230,265		230,265	42,675	272,940
Capital Outlays	274,500		274,500		\$274,500		274,500		274,500	-50,115	224,385
Total - Community Centers Fund	\$1,081,697	\$11,263	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960
Series 2009 G.O. Bonds - AMR Project (Fund #78)											
Supplies			0		\$0		0		0		0
Other Services & Charges	\$15,000	\$18,871	33,871		\$33,871		33,871		33,871		33,871
Capital Outlay	15,000	-\$15,000	0		\$0		0		0		0
Total - Series 2009 G.O. Bonds	\$30,000	\$3,871	\$33,871	\$0	\$33,871	0	\$33,871	\$0	\$33,871	\$0	\$33,871
Community Dev. Block Grant (Fund #82):											
Personnel	\$232,943		\$232,943		\$232,943		\$232,943		\$232,943		\$232,943
Supplies & Expenses	7,500		7,500		\$7,500		7,500		7,500		7,500
Other Services & Charges	462,686		462,686		\$462,686		462,686		462,686		462,686
Capital Outlays	1,173,237	-32,262	1,140,975		\$1,140,975		1,140,975		1,140,975		1,140,975
Transfers			0		\$0		0		0		0
Total - CDBG Fund	\$1,876,366	-\$32,262	\$1,844,104	\$0	\$1,844,104	\$0	\$1,844,104	\$0	\$1,844,104	\$0	\$1,844,104
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):											
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 to other Funds			0		\$0		0		0		0
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0
Series 2004 TIF (Home Depot) Construction (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	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
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
TIF Construction (Fund # 91):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Other Services & Charges	0		0		\$0	143,000	143,000		143,000		143,000
Capital Outlays	0		0		\$0	2,209,076	2,209,076		2,209,076		2,209,076
Transfers	0		0		\$0	247,924	247,924		247,924		247,924
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	2,600,000	2,600,000	\$0	2,600,000	\$0	2,600,000

Series 2001 G.O. Bond Construction (Fund # 95):

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	100,000	45,361	145,361		\$145,361		145,361		145,361		145,361
Transfers	0		0		\$0		0		0		0
Total - Series 2001 Const. Fund	\$100,000	\$45,361	\$145,361	\$0	\$145,361	0	\$145,361	\$0	\$145,361	\$0	\$145,361

Mississippi Dev. Bank Construction (Fund # 96):

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	109,000	797	109,797	28	\$109,825		109,825		109,825		109,825
Total - MDB Fund	\$109,000	\$797	\$109,797	\$28	\$109,825	0	\$109,825	\$0	\$109,825	\$0	\$109,825

Kamper Park Imp. (Fund #98):

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	2,000	237	2,237		\$2,237		2,237		2,237		2,237
Total - Kamper Park Imp. Fund	\$2,000	\$237	\$2,237	\$0	\$2,237	0	\$2,237	\$0	\$2,237	\$0	\$2,237

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0						
Supplies & Expenses					\$0						
Other Services & Charges			0		\$0		0		0		0
Capital Outlay	\$997,128	-\$490,639	506,489	-\$506,489	\$0		0		0		0
Transfers out				\$1,447	\$1,447		\$1,447		\$1,447		\$1,447
Total - Series 2010 Constr.	\$997,128	-\$490,639	\$506,489	-\$505,042	\$1,447	\$0	\$1,447	\$0	\$1,447	\$0	\$1,447

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel					\$0		0		0		0
Supplies & Expenses					\$0		0		0		0
Other Services & Charges			\$6,698,036	\$6,698,036		6,698,036		6,698,036		6,698,036	
Capital Outlay			\$18,291,614	\$18,291,614		18,291,614	-\$12,000	18,279,614		18,279,614	
Transfers			\$3,010,350	\$3,010,350		3,010,350	\$12,000	3,022,350		3,022,350	
Total - Series 2013 Constr.	\$0	\$0	\$0	\$28,000,000	\$28,000,000	\$0	\$28,000,000	\$0	\$28,000,000	\$0	\$28,000,000

Series 2012 Water & Sewer Const. (Fund #94):

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	1,163,040	-373,872	789,168		\$789,168		789,168		789,168		789,168
Transfers Out	0		0		\$0		0		0		0
Total - Series 2006 Const.	\$1,163,040	-\$373,872	\$789,168	\$0	\$789,168	0	\$789,168	\$0	\$789,168	\$0	\$789,168

**GRAND TOTAL - FUNDS OTHER
THAN THE GENERAL FUND**

	\$58,591,799	-\$1,287,844	\$57,303,955	\$29,448,885	\$86,752,840	\$3,240,100	\$89,992,940	\$531,593	\$90,524,533	\$0	\$90,524,533
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General Fund	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	\$399,140	\$53,615,388	\$322,155	\$53,937,543
TOTAL EXPENDITURES & TRANS	\$107,594,842	\$124,475	\$107,719,317	\$31,831,741	\$139,551,058	\$3,658,130	\$143,209,188	\$930,733	\$144,139,921	\$322,155	\$144,462,076

Less: Interfund Transfers	-18,340,442	0	-18,340,442	-3,011,797	-21,352,239	-400,924	-21,753,163	-12,000	-21,765,163	0	-21,765,163
TOTAL EXPENDITURES	\$89,254,400	\$124,475	\$89,378,875	\$28,819,944	\$118,198,819	\$3,257,206	\$121,456,025	\$918,733	\$122,374,758	\$322,155	\$122,696,913

Recap of City-Wide Expenditure Budgets:

Personnel	\$34,038,258	\$18,223	\$34,056,481	\$6,880	\$34,063,361	\$0	\$34,063,361	\$24,920	\$34,088,281	\$91,300	\$34,179,581
Supplies & Expenses	\$5,216,605	\$174,841	\$5,391,446	\$7,917	\$5,399,363	\$18,480	\$5,417,843	\$103,409	\$5,521,252	\$40,103	\$5,561,355
Other Services & Charges	\$18,488,021	-\$275,560	\$18,212,461	\$6,056,957	\$24,269,418	\$776,693	\$25,046,111	\$222,406	\$25,268,517	\$205,867	\$25,474,384
Capital Outlays	\$21,194,819	-\$415,279	\$20,779,540	\$1,495,863	\$22,275,403	\$2,462,033	\$24,737,436	\$476,268	\$25,213,704	-\$15,115	\$25,198,589
Principal Payments	8,174,719	603,200	8,777,919	20,718,159	29,496,078	0	29,496,078	87,500	29,583,578	0	29,583,578
Interest Payments	2,141,978	19,050	2,161,028	534,168	2,695,196	0	2,695,196	4,230	2,699,426	0	2,699,426
Total Expenditure Budgets	\$89,254,400	\$124,475	\$89,378,875	\$28,819,944	\$118,198,819	\$3,257,206	\$121,456,025	\$918,733	\$122,374,758	\$322,155	\$122,696,913

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$31,000
Licenses & Permits	4,459,500
Inter-governmental Revenues:	
Federal Grants	1,513,470
State Grants	218,960
State-Shared Revenues	21,756,000
County Shared Revenues	32,849
Charges for Services:	
Public safety	213,232
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	306,540
Transfers-In	604,000
Non-Revenue Receipts	4,379,500
Total From All Sources	37,357,151
Other Than taxation	37,357,151
Beginning Cash and	
Investment Balance	5,023,225
Amount to be Raised by Tax Levy	12,385,000
TOTAL FROM ALL SOURCES	\$54,765,376

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,974,618
Supplies & Expenses	246,141
Other services & Charges	3,748,770
Capital Outlays	499,605
Total - General Government	8,469,134
Police Dept.:	
Personnel	9,872,443
Supplies & Expenses	756,767
Other services & Charges	499,666
Capital Outlays	884,058
Total - Police Dept.	12,012,934
Police & Fire Training:	
Personnel	33,733
Supplies & Expenses	179,269
Other services & Charges	141,750
Capital Outlays	25,000
Total - Police & Fire Training	379,752
Fire Dept.:	
Personnel	6,782,570
Supplies & Expenses	362,338
Other services & Charges	323,370
Capital Outlays	138,800
Total - Fire Dept.	7,607,078
Land Development Administration:	
Personnel	578,521
Supplies & Expenses	32,438
Other services & Charges	116,780
Capital Outlays	4,311
Total - Land Dev. Admin.	732,050

Public Safety Contractual Services:	
Personnel	209,650
Other services & Charges	1,892,000
Total - Pub. Safety Cont. Serv.	<u>2,101,650</u>
Public Services:	
Personnel	5,832,288
Supplies & Expenses	1,586,483
Other services & Charges	4,046,677
Capital Outlays	3,413,876
Total - Public Services	<u>14,879,324</u>
Animal Control	
Personnel	143,749
Supplies & Expenses	23,950
Other services & Charges	124,933
Capital Outlays	20,000
Total - Animal Control	<u>312,632</u>
Human/Social	
Other services & Charges	160,000
Total - Human/Social	<u>160,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	<u>160,000</u>
Debt Service:	
Principal Payments	1,925,840
Interest Payments	168,955
Total - Debt service	<u>2,094,795</u>
Airport	
Personnel	104,025
Supplies & Expenses	56,195
Other services & Charges	77,975
Capital Outlays	53,510
Total - Airport	<u>291,705</u>
Cemetery	
Personnel	691,862
Supplies & Expenses	89,350
Other services & Charges	53,450
Capital Outlays	127,800
Total - Cemetery	<u>962,462</u>
Parking Garages	
Personnel	200,253
Supplies & Expenses	7,250
Other services & Charges	91,024
Capital Outlays	10,000
Total - Parking Garages	<u>308,527</u>
Operating Transfers Out	<u>3,465,500</u>
Total Expenditures & Transfers	<u>53,937,543</u>
Ending Cash Balance	<u>\$827,833</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$54,765,376</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	65,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	32,850
Miscellaneous	26,400
Transfers-In	2,045,500
Non-Revenue Receipts	35,000
Total From All Sources	
Other Than taxation	2,204,750
Beginning Cash and	
Investment Balance	556,977
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,561,727

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,598,604
Supplies & Expenses	457,936
Other services & Charges	668,523
Capital Outlays	561,697
Total Expenditures	\$3,286,760
Cash balance at End of Year	274,967
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,561,727

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>342,152</u>
Beginning Cash and	
Investment Balance	<u>886,080</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,228,232</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	30,500
Capital Outlays	443,761
Lease Debt Service - Principal	152,673
Lease Debt Service - Interest	19,415
Total Expenditures	<u>\$718,349</u>
Cash balance at End of Year	<u>509,883</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,228,232</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

***SPECIAL STREET
SPECIAL REVENUE FUND:***

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>56,000</u>
Beginning Cash and	
Investment Balance	<u>102,280</u>
TOTAL FROM ALL SOURCES	<u><u>\$158,280</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	151,000
Capital Outlays	<u>0</u>
Total Expenditures	<u>\$151,000</u>
Cash balance at End of Year	<u>7,280</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$158,280</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	8,395,911
Miscellaneous	2,800
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	8,423,711
Beginning Cash and	
Investment Balance	1,403,616
TOTAL FROM ALL SOURCES	\$9,827,327

EXPENDITURES & ENDING CASH:

Personnel	2,724,532
Supplies & Expenses	1,205,274
Other services & Charges	4,532,625
Capital Outlays	904,537
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$9,366,968
Cash balance at End of Year	460,359
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,827,327

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$8,370,417
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>8,370,417</u>
Beginning Cash Balance	<u>2,052,881</u>
TOTAL FROM ALL SOURCES	<u><u>\$10,423,298</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,125,000
Interest on Bonds	1,729,038
Paying Agent Fees	7,500
Total Expenditures	<u>6,861,538</u>
Cash balance at End of Year	<u>3,561,760</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$10,423,298</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	2,500
Metered Water Sales	7,306,500
Taps	175,000
Water Turn-On Fees	70,000
Sewer Connections	15,000
Sewer Charges	7,910,600
Total Revenues	<u>15,483,600</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$15,483,600</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	375,287
Interest on Notes	57,971
Operating Transfers Out	15,027,942
Total Expenditures	<u>\$15,483,600</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$15,483,600</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
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For the Fiscal Year Ending September 30, 2014

**1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	74,590
Amount to be Raised by Tax Levy	68,300
TOTAL FROM ALL SOURCES	\$142,890

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	6,300
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$68,300
Cash balance at End of Year	74,590
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$142,890

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$5,210
Interest	2,000
Non-Revenue receipts	215,240
Transfers-In	399,330
Total From All Sources	
Other Than taxation	621,780
Beginning Cash and	
Investment Balance	2,616,326
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$6,038,106

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	2,952,431
Interest on Bonds	518,732
Other Services & Charges	37,500
Paying Agent Fees	15,000
Total Expenditures	\$3,523,663
Cash balance at End of Year	2,514,443
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,038,106

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

*Water & Sewer Bond & Interest
Fund (USA Yeast Project):*

REVENUES & BEG. CASH:

Interest	\$0
Transfer from Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	43,915
TOTAL FROM ALL SOURCES	\$43,915

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	43,915
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$43,915

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	1,182
Fines & Forfeits	133,707
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	134,889
Beginning Cash and	
Investment Balance	242,654
TOTAL FROM ALL SOURCES	\$377,543

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	166,049
Other services & Charges	30,000
Capital Outlays	181,494
Transfers Out	
Total Expenditures	\$377,543
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$377,543

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$247,924
County-Shared Revenues	<u>0</u>
Total From All Sources	
Other Than taxation	<u>247,924</u>
Beginning Cash and	
Investment Balance	14,629
Amount to be Raised by Tax Levy	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$262,553</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$0</u>
Cash balance at End of Year	<u>262,553</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$262,553</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	29,300
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	29,400
Beginning Cash and	
Investment Balance	122,495
Amount to be Raised by Tax Levy	<u>57,051</u>
TOTAL FROM ALL SOURCES	<u><u>\$208,946</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	5,152
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$86,152</u>
Cash balance at End of Year	<u>122,794</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$208,946</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	151,289
Amount to be Raised by Tax Levy	203,625
TOTAL FROM ALL SOURCES	\$354,914

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	100,000
Interest on Bonds	92,633
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$194,633
Cash balance at End of Year	160,281
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$354,914

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$114,245
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	114,545
Beginning Cash and	
Investment Balance	251,063
Amount to be Raised by Tax Levy	360,900
TOTAL FROM ALL SOURCES	\$726,508

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	407,668
Interest on Bonds	49,312
Other Services & Charges	5,000
Total Expenditures	\$461,980
Cash balance at End of Year	264,528
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$726,508

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	130,456
Amount to be Raised by Tax Levy	67,533
TOTAL FROM ALL SOURCES	\$197,989

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	40,000
Interest on Bonds	18,000
Other Services & Charges	1,000
Total Expenditures	\$59,000
Cash balance at End of Year	138,989
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$197,989

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$31,150
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,150
Beginning Cash and	
Investment Balance	22,526
Amount to be Raised by Tax Levy	68,410
TOTAL FROM ALL SOURCES	\$122,086

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	29,000
Other Services & Charges	2,000
Total Expenditures	\$91,000
Cash balance at End of Year	31,086
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,086

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,070,125
State Shared Revenues	3,435
Miscellaneous	26,360
Transfers In	185,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,284,920
Beginning Cash and Investment Balance	(126,123)
TOTAL FROM ALL SOURCES	\$1,158,797

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,143,857
Total Expenditures	\$1,143,857
Cash balance at End of Year	14,940
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,158,797

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State Grants	\$6,308,808
Federal Grants	0
County Shared Revenues	2,022,000
Miscellaneous	25,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	8,355,808
Beginning Cash and	
Investment Balance	278,442
TOTAL FROM ALL SOURCES	\$8,634,250

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	13,075
Other services & Charges	618,778
Capital Outlays	7,090,872
Principal Payments	25,065
Interest Payments	4,918
Total Expenditures	\$7,752,708
Cash balance at End of Year	881,542
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$8,634,250

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal year Ending September 30, 2014

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$1,227,966
State Grants	\$0
Miscellaneous	41,900
Transfers-In	285,000
Total From All Sources	
Other Than taxation	1,554,866
Beginning Cash and	
Investment Balance	298,075
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$2,052,941

EXPENDITURES & ENDING CASH:

Personnel	679,495
Supplies & Expenses	224,000
Other services & Charges	203,089
Capital Outlays	692,041
Total Expenditures	\$1,798,625
Cash balance at End of Year	254,316
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,052,941

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$2,644,911
Miscellaneous	65,460
Transfers-In	823,411
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>3,533,782</u>
Beginning Cash and	
Investment Balance	<u>1,313,845</u>
TOTAL FROM ALL SOURCES	<u>\$4,847,627</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$97,541
Capital Outlays	<u>4,382,343</u>
Total Expenditures	<u>4,479,884</u>
Cash balance at End of Year	<u>367,743</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$4,847,627</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$22,548
Miscellaneous	300
Transfers-In	950,000
Non-Revenue Receipts	33,027
Total From All Sources	
Other Than taxation	1,005,875
Beginning Cash and	
Investment Balance	87,085
TOTAL FROM ALL SOURCES	\$1,092,960

EXPENDITURES & ENDING CASH:

Personnel	520,295
Supplies & Expenses	67,900
Other services & Charges	230,265
Capital Outlays	274,500
Total Expenditures	\$1,092,960
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,092,960

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

***SERIES 2009 (Water Meter Project) Bond
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	33,871
TOTAL FROM ALL SOURCES	<u><u>\$33,871</u></u>

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	33,871
Capital Outlays	0
Total Expenditures	<u>\$33,871</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$33,871</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,873,014
Transfers In	<u>0</u>
Total From All Sources	
Other Than taxation	<u>1,873,014</u>
Beginning Cash and	
Investment Balance	<u>(28,910)</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,844,104</u></u>

EXPENDITURES & ENDING CASH:

Personnel	232,943
Supplies & Expenses	7,500
Other services & Charges	462,686
Capital Outlays	1,140,975
Transfers	
Total Expenditures	<u>\$1,844,104</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,844,104</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

***SERIES 2014 (Southern Pointe) TIF Bond
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$2,600,000
Interest Earnings	
Total Revenues	<u>2,600,000</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,600,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	143,000
Capital Outlays	2,209,076
Transfers to Other Funds	<u>247,924</u>
Total Expenditures	<u>\$2,600,000</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,600,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**SERIES 2001 BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	145,361
TOTAL FROM ALL SOURCES	<u><u>\$145,361</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	145,361
Transfers Out	0
Total Expenditures	<u>\$145,361</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$145,361</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	0
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	28
Non-Revenue Receipts	
Total Revenues	28
Beginning Cash and	
Investment Balance	109,797
TOTAL FROM ALL SOURCES	\$109,825

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	109,825
Total Expenditures	\$109,825
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$109,825

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:**

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,237
TOTAL FROM ALL SOURCES	\$2,237

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,237
Total Expenditures	\$2,237
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,237

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$28,000,000
Total Revenues	<u>28,000,000</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$28,000,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	6,698,036
Capital Outlays	18,279,614
Transfers Out	<u>3,022,350</u>
Total Expenditures	<u>\$28,000,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$28,000,000</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 General Government Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,075,620	\$509,958	\$3,585,578	Budget for professional service, administrative costs for employee medical clinic, and tax collection fees

Section 2. That the following budget amendments are hereby authorized to be made in

the City's General Fund General Government Supplies and Expenses Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$205,469	\$40,672	\$246,141	Budget for supplies for NLC Grant and other supplies

Section 3. That the following budget amendments are hereby authorized to be made in

the City's General Fund General Government Capital Outlays Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$372,600	\$127,005	\$499,605	Budget for IT equipment and timekeeping software

Section 4. That the following budget amendments are hereby authorized to be made in

the City's General Fund Public Works Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,572,570	\$474,107	\$4,046,677	Budget for paving Turtle Creek mall service road

Section 5. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 28,500	\$9,000	\$37,500	Budget for increase in tax collection fee charged by county

Section 6. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$143,000	\$23,049	\$166,049	Budget additional revenue received

Section 7. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$77,000	\$104,494	\$181,494	Budget additional revenue received

Section 8. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,069,500	\$463,125	\$4,532,625	Budget for water line repairs, legal fees, and utilities costs

Section 9. 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

DeIgado, and was adopted by the following, to wit;

YEAS:	Bradley	NAYS:	None
	DeIgado		
	Carroll		
	Dryden		
	Naylor		

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of August, 2014.

(SEAL)

ATTEST:

Debra R. Bernardo
CLERK OF COUNCIL

ADOPTED:

K. B. Brant
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of August, 2014.

ATTEST:

Sharon White DC
CITY CLERK

APPROVED:

Sharon White
MAYOR

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Sharon Waits, CFO
DATE: August 5, 2014
SUBJECT: Proposed Budget Amendments

Listed below are proposed amendments to the budget for FY 2014. The amendments for the General Fund will be reflected as a change to the budgeted ending cash balance.

Budgeted Ending Cash		\$1,024,988
Revenue Adjustments:		
Miscellaneous Revenue-NLC Grant	<u>125,000</u>	125,000
Expenditure Adjustments:		
City Council – increase audit budget	-47,055	
Mayor/Admin - establish NLC grant budget	-125,000	
Ins/OtherSvcs – increase legal, other prof.svcs. budgets	-145,100	
Health – increase supplies budget	<u>-5,000</u>	<u>-322,155</u>
Amended Budgeted Ending Cash		\$827,833

If you should need further explanation of the above information, please give me a call.

CITY OF HATTIESBURG, MS. - GENERAL FUND

Analysis of Revenue and Expenditure Budgets

Fiscal Year Ending September 30, 2014

	Original FY 2014		Oct/Nov		Jan - March		April		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
Revenues & Beg. Cash Balance:														
Taxes - Other	\$31,000		\$31,000		\$31,000		\$31,000		\$31,000		\$31,000		\$31,000	
Licenses & Permits	4,459,500		4,459,500		4,459,500		4,459,500		4,459,500		4,459,500		4,459,500	
Intergovernmental Revenues:														
Federal	1,312,743	300,000	1,612,743	-182,500	1,430,243	4,837	1,435,080	78,390	1,513,470		\$0		\$0	
State	190,144		190,144	28,916	\$218,960		\$218,960		\$218,960		\$218,960		\$218,960	
State-Shared	21,556,000		21,556,000	-100,000	\$21,456,000	300,000	\$21,756,000		\$21,756,000		\$21,756,000		\$21,756,000	
County/City Shared	80,640		80,640	-47,791	\$32,849		\$32,849		\$32,849		\$32,849		\$32,849	
Charges for Services:														
Public Safety	190,000		190,000	4,712	\$194,712		\$194,712	18,520	\$213,232		\$0		\$213,232	
Streets	20,100		20,100		\$20,100		\$20,100		\$20,100		\$20,100		\$20,100	
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000		\$2,220,000		\$2,220,000	
Misc.	0		0		\$0		\$0		\$0		\$0		\$0	
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000		\$1,602,000		\$1,602,000	
Misc. Revenues	150,540		150,540	27,000	\$177,540		\$177,540	4,000	\$181,540		125,000		\$306,540	
Transfers-In	604,000		604,000		\$604,000		\$604,000		\$604,000		\$604,000		\$604,000	
Non-Revenue Receipts	1,914,400		1,914,400	2,465,100	\$4,379,500		\$4,379,500		\$4,379,500		\$4,379,500		\$4,379,500	
TOTAL REVENUES EXCLUSIVE OF			0		0		\$0		\$0		\$0		\$0	
PROPERTY TAXES	\$34,331,067	\$300,000	\$34,631,067	\$2,195,337	\$36,826,404	\$304,837	\$37,131,241	\$100,910	\$37,232,151	\$125,000	\$37,357,151			
Beg. Fund Balance	4,600,000	423,225	5,023,225		\$5,023,225		5,023,225		5,023,225		5,023,225		5,023,225	
Property Tax Levy	12,385,000	0	12,385,000		\$12,385,000		12,385,000		12,385,000		12,385,000		12,385,000	
TOTAL AVAIL. REVENUES	\$51,316,067	\$723,225	\$52,039,292	\$2,195,337	\$54,234,629	\$304,837	\$54,539,466	\$100,910	\$54,640,376	\$125,000	\$54,765,376			

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council														
Personnel	\$210,215		\$210,215		\$210,215		210,215		210,215		210,215		210,215	
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400		3,400	
Other Services & Charges	122,440		122,440		\$122,440		122,440	600	123,040	47,055	170,095			
Capital Outlays	0		0		\$0		0		0		0		0	
Total - City Council	\$336,055	\$0	\$336,055	\$0	\$336,055	\$0	\$336,055	600	\$336,655	47,055	\$383,710			
City Court														
Personnel	\$913,163		\$913,163		\$913,163		913,163		913,163		913,163		913,163	
Supplies & Expenses	19,500		19,500		\$19,500		19,500		19,500		19,500		19,500	
Other Services & Charges	80,000		80,000		\$80,000		80,000		80,000		80,000		80,000	
Capital Outlays	0		0		\$0		0		0		0		0	
Total - City Court	\$1,012,663	\$0	\$1,012,663	\$0	\$1,012,663	\$0	\$1,012,663	0	\$1,012,663	0	\$1,012,663		\$1,012,663	

Mayor/Admin.

Personnel	\$539,621	\$1,120	\$540,741		\$540,741		540,741		540,741	91,300	632,041			
Supplies & Expenses	12,900		12,900		\$12,900		12,900		12,900	22,663	35,563			
Other Services & Charges	102,650	17,483	120,133	1,067	\$121,200		121,200		121,200	11,037	132,237			
Capital Outlays	38,000		38,000		\$38,000		38,000		38,000		38,000		38,000	
Total - Mayor/Admin.	\$693,171	\$18,603	\$711,774	\$1,067	\$712,841	\$0	\$712,841	0	\$712,841	125,000	\$837,841			

Elections

Personnel	\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0		0		0	
Other Services & Charges	0	21,800	21,800	-5,600	\$16,200		16,200		16,200		16,200		16,200	
Capital Outlays	0		0		\$0		0		0		0		0	
Total - Elections	\$0	\$21,800	\$21,800	-\$5,600	\$16,200	\$0	\$16,200	0	\$16,200	0	\$16,200		\$16,200	

Muni. Clerk

Personnel	\$156,959		\$156,959		\$156,959		\$156,959		\$156,959		\$156,959		\$156,959	
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800		3,800		3,800	
Other Services & Charges	34,540		34,540		\$34,540		34,540		34,540		34,540		34,540	
Capital Outlays	0		0		\$0		0		0		0		0	
Total - Muni Clerk	\$195,299	\$0	\$195,299	\$0	\$195,299	\$0	\$195,299	0	\$195,299	0	\$195,299		\$195,299	

Accounting

Personnel	\$275,316		\$275,316		\$275,316		\$275,316		\$275,316		\$275,316		\$275,316	
Supplies & Expenses	6,860		6,860		\$6,860		6,860		6,860		6,860		6,860	
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075		2,075		2,075	
Capital Outlays	2,900		2,900		\$2,900		2,900		2,900		2,900		2,900	
Total - Accounting	\$287,151	\$0	\$287,151	\$0	\$287,151	\$0	\$287,151	0	\$287,151	0	\$287,151		\$287,151	

Purchasing

Personnel	\$135,682		\$135,682		\$135,682		\$135,682		\$135,682		\$135,682		\$135,682	
Supplies & Expenses	6,250		6,250		\$6,250		6,250		6,250		6,250		6,250	
Other Services & Charges	1,320		1,320	100	\$1,420		1,420		1,420		1,420		1,420	
Capital Outlays	0		0		\$0		0		0		0		0	
Total - Purchasing	\$143,252	\$0	\$143,252	\$100	\$143,352	\$0	\$143,352	0	\$143,352	0	\$143,352		\$143,352	

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets

Fiscal Year Ending September 30, 2014

	Original FY 2014		Oct/Nov Amend't/s	Jan - March Amend't/s		April Amend't/s	Proposed June Amend't/s		Proposed August Amend't/s		Proposed Budgets
	Budgets	Budgets		Budgets	Budgets		Budgets	Budgets	Budgets	Budgets	
City Attorney											
Personnel	\$94,320	\$94,320		\$94,320	\$94,320		\$94,320	\$94,320		\$94,320	\$94,320
Supplies & Expenses	0	0		\$0	\$0		0	0		0	0
Other Services & Charges	18,500	18,500		\$18,500	\$18,500		18,500	18,500		18,500	18,500
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - City Attorney	\$112,820	\$0	\$112,820	\$0	\$112,820	\$0	\$112,820	\$112,820	0	\$112,820	\$112,820
Human Resources											
Personnel	\$198,234	\$198,234		\$198,234	\$198,234		\$198,234	\$198,234		\$198,234	\$198,234
Supplies & Expenses	8,920	8,920		\$8,920	\$8,920		8,920	8,920		8,920	8,920
Other Services & Charges	4,640	4,640		\$4,640	\$4,640		4,640	4,640		4,640	4,640
Capital Outlays	3,200	3,200		\$3,200	\$3,200		3,200	3,200		3,200	3,200
Total - Human Resources	\$214,994	\$0	\$214,994	\$0	\$214,994	\$0	\$214,994	\$214,994	0	\$214,994	\$214,994
Loss Control											
Personnel	\$106,457	\$106,457		\$106,457	\$106,457		\$106,457	\$106,457		\$106,457	\$106,457
Supplies & Expenses	5,505	672	672	\$6,177	\$6,177		6,177	6,177		6,177	6,177
Other Services & Charges	4,845	4,845		\$4,845	\$4,845		4,845	4,845		4,845	4,845
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - Loss Control	\$116,807	\$672	\$117,479	\$0	\$117,479	\$0	\$117,479	\$117,479	0	\$117,479	\$117,479
Urban Development											
Personnel	\$509,016	\$1,285	\$510,301	\$510,301	\$510,301		\$510,301	\$510,301		\$510,301	\$510,301
Supplies & Expenses	28,374	28,374	2,000	\$30,374	\$36,711	\$6,337	36,711	40,711	4,000	40,711	40,711
Other Services & Charges	112,069	112,069	25,000	\$137,069	\$120,262	-\$16,807	120,262	120,262		120,262	120,262
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - Urban Dev.	\$649,459	\$1,285	\$650,744	\$27,000	\$677,744	-\$10,470	\$667,274	\$671,274	4,000	\$671,274	\$671,274
Information Systems											
Personnel	\$388,604	\$388,604		\$388,604	\$388,604		\$388,604	\$388,604		\$388,604	\$388,604
Supplies & Expenses	46,100	46,100		\$46,100	\$46,100		46,100	46,100		46,100	51,100
Other Services & Charges	432,925	432,925	9,000	\$441,925	\$441,925		441,925	441,925		441,925	401,925
Capital Outlays	321,500	92,005	413,505	\$413,505	\$413,505		413,505	413,505		35,000	448,505
Total - Inf. Systems	\$1,189,129	\$92,005	\$1,281,134	\$9,000	\$1,290,134	\$0	\$1,290,134	\$1,290,134	0	\$1,290,134	\$1,290,134
Gen. Gov't Building											
Personnel		\$0	\$0	\$0	\$0		\$0	\$0		\$0	\$0
Supplies & Expenses	27,610	27,610		\$27,610	\$27,610		27,610	27,610		27,610	27,610
Other Services & Charges	177,758	1,925	179,683	\$179,683	\$3,000	\$3,000	182,683	182,683		182,683	182,683
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - Gen. Gov't Building	\$205,368	\$1,925	\$207,293	\$0	\$207,293	\$3,000	\$210,293	\$210,293	0	\$210,293	\$210,293
Intermodal Facility (Depot) O & M:											
Personnel		\$0	\$0	\$0	\$0		\$0	\$0		\$0	\$0
Supplies & Expenses	13,500	13,500		\$13,500	\$13,500		13,500	13,500		13,500	13,500
Other Services & Charges	90,340	50,000	140,340	\$140,340	\$10,000	\$10,000	150,340	150,340		150,340	150,340
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - Depot O & M	\$103,840	\$50,000	\$153,840	\$0	\$153,840	\$10,000	\$163,840	\$163,840	0	\$163,840	\$163,840
Metro Planning											
Personnel	\$211,706	\$211,706		\$211,706	\$211,706		\$211,706	\$211,706		\$211,706	\$211,706
Supplies & Expenses	17,450	17,450		\$17,450	\$17,450		17,450	17,450		17,450	17,450
Other Services & Charges	210,200	210,200		\$210,200	\$210,200		210,200	210,200		210,200	210,200
Capital Outlays	6,000	6,000		\$6,000	\$6,000		6,000	6,000		6,000	6,000
Total - Metro Planning	\$445,356	\$0	\$445,356	\$0	\$445,356	\$0	\$445,356	\$445,356	0	\$445,356	\$445,356
Gen. Gov't Insurance/Other serv.											
Personnel	\$3,211	\$3,211		\$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		1,200	1,200
Other Services & Charges	1,672,168	1,672,168		\$1,672,168	\$286,000	\$286,000	1,958,168	1,986,168	145,100	2,131,268	2,131,268
Capital Outlays	0	0		\$0	\$0		0	0		0	0
Total - Gen. Gov't Insur/other Serv.	\$1,676,579	\$0	\$1,676,579	\$0	\$1,676,579	\$286,000	\$1,962,579	\$1,990,579	145,100	\$2,135,679	\$2,135,679
Federal Programs Administration											
Personnel	\$135,909	\$135,909		\$135,909	\$135,909		\$135,909	\$135,909		\$135,909	\$135,909
Supplies	4,100	4,100		\$4,100	\$4,100		4,100	4,100		4,100	4,100
Other Services & Charges	9,150	9,150		\$9,150	\$9,150		9,150	87,540		87,540	87,540
Capital Outlay	1,000	1,000		\$1,000	\$1,000		1,000	1,000		1,000	1,000
Total - Federal Programs Admin.	\$150,159	\$0	\$150,159	\$0	\$150,159	\$0	\$150,159	\$80,890	\$231,049	\$0	\$231,049

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

Fiscal Year Ending September 30, 2014

Original FY 2014	Recap - General Government Cost Centers									
	Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	June Amend'ts	Proposed Amend'ts	Proposed Budgets
Personnel	\$3,078,413	\$2,405	\$3,880,818	\$0	\$3,880,818	\$0	\$3,880,818	\$2,500	\$3,883,318	\$91,300
Supplies & Expenses	\$205,469	\$672	\$206,141	\$2,000	\$208,141	\$6,337	\$214,478	\$4,000	\$218,478	\$27,663
Other Services & Charges	\$3,075,620	\$91,208	\$3,166,828	\$29,567	\$3,196,395	\$282,193	\$3,478,588	\$106,990	\$3,585,578	\$163,192
Capital Outlays	\$372,600	\$92,005	\$464,605	\$0	\$464,605	\$0	\$464,605	\$0	\$464,605	\$35,000
Total - Gen. Government	\$7,532,102	\$186,290	\$7,718,392	\$31,567	\$7,749,959	\$288,530	\$8,038,489	113,490	\$8,151,979	\$317,155
Police										
Personnel	\$9,869,321	\$3,122	\$9,872,443		\$9,872,443		\$9,872,443		\$9,872,443	
Supplies & Expenses	729,505	17,262	746,767		746,767		746,767	10,000	756,767	756,767
Other Services & Charges	460,830	4,525	465,355	311	\$465,666	\$24,000	489,666	10,000	499,666	499,666
Capital Outlays	891,970	21,800	913,570	-9,512	\$904,058		904,058	-20,000	884,058	884,058
Total - Police	\$11,951,626	\$46,509	\$11,998,135	-\$9,201	\$11,988,934	\$24,000	\$12,012,934	0	\$12,012,934	0
Police & Fire Training										
Personnel	\$33,733		\$33,733		\$33,733		\$33,733		\$33,733	\$33,733
Supplies & Expenses	155,320	23,719	179,039	230	\$179,269		179,269		179,269	179,269
Other Services & Charges	136,710	3,270	139,980	1,770	\$141,750		141,750		141,750	141,750
Capital Outlays	25,000		25,000		\$25,000		25,000		25,000	25,000
Total - Police & Fire Training	\$350,763	\$26,989	\$377,752	\$2,000	\$379,752	\$0	\$379,752	0	\$379,752	\$379,752
Fire										
Personnel	\$6,782,570		\$6,782,570		\$6,782,570		\$6,782,570		\$6,782,570	\$6,782,570
Supplies & Expenses	358,155	4,183	362,338		\$362,338		362,338		362,338	362,338
Other Services & Charges	319,370	1,000	320,370		\$320,370	\$3,000	323,370		323,370	323,370
Capital Outlays	24,700		24,700	114,100	\$138,800		138,800		138,800	138,800
Total - Fire Dept.	\$7,484,795	\$5,183	\$7,489,978	\$114,100	\$7,604,078	\$3,000	\$7,607,078	0	\$7,607,078	\$7,607,078
Code Enforcement										
Personnel	\$577,594	\$927	\$578,521		\$578,521		\$578,521		\$578,521	\$578,521
Supplies & Expenses	32,200	238	32,438		\$32,438		32,438		32,438	32,438
Other Services & Charges	58,150		58,150	58,630	\$116,780		116,780		116,780	116,780
Capital Outlays	0	4,311	4,311		\$4,311		4,311		4,311	4,311
Total - Code Enforcement	\$667,944	\$5,476	\$673,420	\$58,630	\$732,050	\$0	\$732,050	0	\$732,050	\$732,050
Contractual Services - Public Safety										
Personnel	\$191,130		\$191,130		\$191,130		\$191,130	18,520	\$209,650	\$209,650
Supplies & Expenses	0		0		\$0		0		0	0
Other Services & Charges	1,892,000		1,892,000		\$1,892,000		1,892,000		1,892,000	1,892,000
Capital Outlays			0		\$0		0		0	0
Total - Cont. Serv. - Public Safety	\$2,083,130	\$0	\$2,083,130	\$0	\$2,083,130	\$0	\$2,083,130	18,520	\$2,101,650	\$2,101,650
Public Services Cost Centers:										
Traffic Maint.										
Personnel	\$407,060		\$407,060		\$407,060		\$407,060		\$407,060	\$407,060
Supplies & Expenses	171,420	11,201	182,621		\$182,621		182,621		182,621	182,621
Other Services & Charges	54,100		54,100		\$54,100		54,100		54,100	54,100
Capital Outlays	19,854		19,854		\$19,854		19,854		19,854	19,854
Total - Traffic Maint.	\$662,434	\$11,201	\$663,635	\$0	\$663,635	\$0	\$663,635	0	\$663,635	\$663,635
Streets										
Personnel	\$1,680,140	\$3,112	\$1,683,252		\$1,683,252		\$1,683,252		\$1,683,252	\$1,683,252
Supplies & Expenses	455,500	73,683	529,183		\$529,183		529,183		529,183	529,183
Other Services & Charges	223,700	34,340	258,040		\$258,040		258,040	380,000	638,040	638,040
Capital Outlays	259,000	9,880	268,880		\$268,880		268,880		268,880	268,880
Total - Streets	\$2,618,340	\$121,015	\$2,739,355	\$0	\$2,739,355	\$0	\$2,739,355	380,000	\$3,119,355	\$3,119,355
Street Lights										
Personnel			\$0		\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0		0	0
Other Services & Charges	1,150,000		1,150,000		\$1,150,000		1,150,000	-20,000	1,130,000	1,130,000
Capital Outlays	0		0		\$0		0		0	0
Total - Street Lights	\$1,150,000	\$0	\$1,150,000	\$0	\$1,150,000	\$0	\$1,150,000	-20,000	\$1,130,000	\$1,130,000
Engineering										
Personnel	\$338,900		\$338,900		\$338,900		\$338,900		\$338,900	\$338,900
Supplies & Expenses	20,550		20,550		\$20,550		20,550		20,550	20,550
Other Services & Charges	278,950	77,244	356,194		\$356,194	\$500	356,694	-30,000	326,694	326,694
Capital Outlays	36,345		36,345		\$36,345		36,345	-20,000	16,345	16,345
Total - Engineering	\$674,745	\$77,244	\$751,989	\$0	\$751,989	\$500	\$752,489	-50,000	\$702,489	\$702,489

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets

Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed August Amend'ts	Proposed Budgets
Shop										
Personnel	\$472,329		\$472,329		\$472,329		\$472,329		\$472,329	\$472,329
Supplies & Expenses	46,475		46,475		\$46,475		46,475		46,475	46,475
Other Services & Charges	47,150		47,150		\$47,150	\$10,000	57,150		57,150	57,150
Capital Outlays	0		0		\$0		0		0	0
Total - Shop	\$565,954	\$0	\$565,954	\$0	\$565,954	\$10,000	\$575,954	0	\$575,954	\$575,954
G.O.F.S.										
Personnel	\$318,821	\$1,183	\$320,004		\$320,004		\$320,004	-2,000	\$318,004	\$318,004
Supplies & Expenses	16,885		16,885		\$16,885		16,885		16,885	16,885
Other Services & Charges	24,535		24,535		\$24,535		24,535	-5,500	19,035	19,035
Capital Outlays	0	3,102	3,102		\$3,102		3,102		3,102	3,102
Total - G.O.F.S.	\$360,241	\$4,285	\$364,526	\$0	\$364,526	\$0	\$364,526	-7,500	\$357,026	\$357,026
Drainage										
Personnel	\$176,439	\$671	\$177,110		\$177,110		\$177,110	900	\$178,010	\$178,010
Supplies & Expenses	77,150	10,888	88,038		\$88,038		88,038		88,038	88,038
Other Services & Charges	433,000	76,515	509,515		\$509,515		509,515	-125,000	384,515	384,515
Capital Outlays	744,150	55,375	799,525	-157,250	\$642,275		642,275		642,275	642,275
Total - Drainage	\$1,430,739	\$143,449	\$1,574,188	-\$157,250	\$1,416,938	\$0	\$1,416,938	-124,100	\$1,292,838	\$1,292,838
Construction										
Personnel	\$698,134		\$698,134		\$698,134		\$698,134		\$698,134	\$698,134
Supplies & Expenses	144,634		144,634		\$144,634	\$5,000	149,634	25,000	174,634	174,634
Other Services & Charges	114,035	57,994	172,029		\$172,029		172,029		172,029	172,029
Capital Outlays	78,420		78,420		\$78,420	\$35,000	163,420		163,420	163,420
Total - Construction	\$1,035,223	\$57,994	\$1,093,217	\$0	\$1,093,217	\$90,000	\$1,183,217	25,000	\$1,208,217	\$1,208,217
Sanitation										
Personnel	\$1,245,489	\$2,374	\$1,247,863		\$1,247,863		\$1,247,863		\$1,247,863	\$1,247,863
Supplies & Expenses	342,400	6,086	348,486		\$348,486		348,486		348,486	348,486
Other Services & Charges	1,228,200	19,438	1,247,638		\$1,247,638		1,247,638		1,247,638	1,247,638
Capital Outlays	0		2,340,000		\$2,340,000		2,340,000	-40,000	2,300,000	2,300,000
Total - Sanitation	\$2,816,089	\$27,898	\$2,843,987	\$2,340,000	\$5,183,987	\$0	\$5,183,987	-40,000	\$5,143,987	\$5,143,987
Street Cleaning										
Personnel	\$67,070		\$67,070		\$67,070		\$67,070		\$67,070	\$67,070
Supplies & Expenses	23,700		23,700		\$23,700		23,700		23,700	23,700
Other Services & Charges	11,400		11,400		\$11,400		11,400	-5,000	6,400	6,400
Capital Outlays	0		0		\$0		0		0	0
Total - Street Cleaning	\$102,170	\$0	\$102,170	\$0	\$102,170	\$0	\$102,170	-5,000	\$97,170	\$97,170
Health										
Personnel	\$416,666		\$416,666		\$416,666		\$416,666	5,000	\$421,666	\$421,666
Supplies & Expenses	144,941	5,970	150,911		\$150,911		150,911		155,911	155,911
Other Services & Charges	7,500	3,576	11,076		\$11,076		11,076		11,076	11,076
Capital Outlays	0		0		\$0		0		0	0
Total - Health	\$569,107	\$9,546	\$578,653	\$0	\$578,653	\$0	\$578,653	5,000	\$583,653	\$588,653
Recap - Public Services:										
Personnel	\$5,821,048	\$7,340	\$5,828,388	\$0	\$5,828,388	\$0	\$5,828,388	3,900	\$5,832,288	\$5,832,288
Supplies & Expenses	\$1,443,655	107,828	1,551,483	0	\$1,551,483	5,000	1,556,483	25,000	1,581,483	1,586,483
Other Services & Charges	\$3,572,570	289,107	3,841,677	0	\$3,841,677	10,500	3,852,177	194,500	4,046,677	4,046,677
Capital Outlays	\$1,137,769	68,357	1,206,126	2,482,750	\$3,388,876	85,000	3,473,876	-60,000	3,413,876	0
Total - Public Services	\$11,975,042	\$452,632	\$12,427,674	\$2,482,750	\$14,610,424	\$100,500	\$14,710,924	163,400	\$14,874,324	\$14,879,324
Animal Control										
Personnel	\$143,749		\$143,749		\$143,749		\$143,749		\$143,749	\$143,749
Supplies & Expenses	23,950		23,950		\$23,950		23,950		23,950	23,950
Other Services & Charges	122,423		122,423	2,510	\$124,933		124,933		124,933	124,933
Capital Outlays	20,000		20,000		\$20,000		20,000		20,000	20,000
Total - Animal Control	\$310,122	\$0	\$310,122	\$2,510	\$312,632	\$0	\$312,632	0	\$312,632	\$312,632
Human/Social Assist.										
Personnel			\$0		\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0		0	0
Other Services & Charges	159,500		159,500	500	\$160,000		160,000		160,000	160,000
Capital Outlays			0		\$0		0		0	0
Total - Human/Social Assist	\$159,500	\$0	\$159,500	\$500	\$160,000		\$160,000	0	\$160,000	\$160,000
Economic Dev.										
Personnel			\$0		\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0		0	0
Other Services & Charges	160,000		160,000		\$160,000		160,000		160,000	160,000
Capital Outlays			0		\$0		0		0	0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets

Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$160,000	0	\$160,000	0	\$160,000
Debt Service											
Principal	\$1,223,140	\$603,200	\$1,826,340		\$1,826,340		\$1,826,340	99,500	\$1,925,840		\$1,925,840
Interest	145,675	\$19,050	\$164,725		\$164,725		\$164,725	4,230	\$168,955		\$168,955
Total Debt Service	\$1,368,815	\$622,250	\$1,991,065	\$0	\$1,991,065	\$0	\$1,991,065	103,730	\$2,094,795	0	\$2,094,795
Airport											
Personnel	\$104,025		\$104,025		\$104,025		\$104,025		\$104,025		\$104,025
Supplies & Expenses	56,195		56,195		\$56,195		56,195		56,195		56,195
Other Services & Charges	72,975	5,000	77,975		\$77,975		77,975		77,975		77,975
Capital Outlays	53,510		53,510		\$53,510		53,510		53,510		53,510
Total - Airport	\$286,705	\$5,000	\$291,705	\$0	\$291,705	\$0	\$291,705	0	\$291,705	0	\$291,705
Cemetery											
Personnel	\$691,862		\$691,862		\$691,862		\$691,862		\$691,862		\$691,862
Supplies & Expenses	89,350		89,350		\$89,350		89,350		89,350		89,350
Other Services & Charges	53,450		53,450		\$53,450		53,450		53,450		53,450
Capital Outlays	69,500	58,300	127,800		\$127,800		127,800		127,800		127,800
Total - Cemetery	\$904,162	\$58,300	\$962,462	\$0	\$962,462	\$0	\$962,462	0	\$962,462	0	\$962,462
Parking Garages											
Personnel	\$197,043	\$3,210	\$200,253		\$200,253		\$200,253		\$200,253		\$200,253
Supplies & Expenses	7,250		7,250		\$7,250		7,250		7,250		7,250
Other Services & Charges	88,544	490	89,024		\$89,024	\$2,000	91,024		91,024		91,024
Capital Outlays	10,000		10,000		\$10,000		10,000		10,000		10,000
Total - Parking Garages	\$302,837	\$3,690	\$306,527	\$0	\$306,527	\$2,000	\$308,527	0	\$308,527	0	\$308,527
Transfers to Other Funds	\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500		\$3,465,500
EXPENDITURES & TRANSFERS	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	399,140	\$53,615,388	322,155	\$53,937,543
Recap - General Fund											
Personnel	\$28,290,488	\$17,004	\$28,307,492	\$0	\$28,307,492	\$0	\$28,307,492	24,920	\$28,332,412	91,300	\$28,423,712
Supplies & Expenses	3,101,049	153,902	3,254,951	2,230	3,257,181	11,337	3,268,518	39,000	3,307,518	32,663	3,340,181
Other Services & Charges	10,172,142	374,590	10,546,732	93,288	10,640,020	321,693	10,961,713	311,490	11,273,203	163,192	11,436,395
Capital Outlays	2,605,049	244,573	2,849,622	2,287,338	5,136,960	85,000	5,221,960	-80,000	5,141,960	35,000	5,176,960
Principal Payments	1,223,140	603,200	1,826,340	0	1,826,340	0	1,826,340	99,500	1,925,840	0	1,925,840
Interest Payments	145,675	19,050	164,725	0	164,725	0	164,725	4,230	168,955	0	168,955
Total - Gen. Fund Cost Centers	\$45,537,543	\$1,412,319	\$46,949,862	\$2,382,856	\$49,332,718	\$418,030	\$49,750,748	399,140	\$50,149,888	322,155	\$50,472,043
Transfers to Other Funds	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500	0	3,465,500
Total - Expenditures & Transfers	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	\$399,140	\$53,615,388	\$322,155	\$53,937,543
Ending Cash Budget	\$2,313,024	-\$689,094	\$1,623,930	-\$187,519	\$1,436,411	-\$113,193	\$1,323,218	-\$298,230	\$1,024,988	-\$197,155	\$827,833

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets		Oct/Nov Amend'ts		Amended Budgets		Jan - March Amend'ts		Amended Budgets		April Amend'ts		Amended Budgets		Proposed June Amend'ts		Proposed August Amend'ts		Proposed Amended Budgets	
Parks & Recreation (Fund #2):																				
Recreation Maint. Cost Center																				
Personnel	\$1,132,878				\$1,132,878				\$1,132,878				\$1,132,878				\$1,132,878		\$1,132,878	
Supplies & Expenses	357,446				357,446				357,446				357,446				357,446		357,446	
Other Services & Charges	192,509	14,130			206,639				206,639		3,000		209,639				209,639		209,639	
Capital Outlays	395,535	146,182			541,697		20,000		561,697				561,697				561,697		561,697	
Total - Recreation Maint.	\$2,078,368	\$180,292			\$2,258,660		\$20,000		\$2,258,660		3,000		\$2,261,660		0		\$2,261,660		\$2,261,660	
Recreation Admin.																				
Personnel	\$465,726				\$465,726				\$465,726				\$465,726				\$465,726		\$465,726	
Supplies & Expenses	100,490				100,490				100,490				100,490				100,490		100,490	
Other Services & Charges	456,884				456,884				456,884		2,000		458,884				458,884		458,884	
Capital Outlays	0				0		0		0				0				0		0	
Total - Recreation Admin.	\$1,023,100	\$0			\$1,023,100		\$0		\$1,023,100		2,000		\$1,025,100		0		\$1,025,100		\$1,025,100	
Kemper Park Zoo																				
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 - Kemper Park	\$0	\$0			\$0		\$0		\$0		0		\$0		0		\$0		\$0	
Recap - Parks & Recreation Fund:																				
Personnel	\$1,598,604	\$0			\$1,598,604		\$0		\$1,598,604		\$0		\$1,598,604		0		\$1,598,604		0	\$1,598,604
Supplies & Expenses	457,936	0			457,936		0		457,936		0		457,936		0		457,936		0	457,936
Other Services & Charges	649,393	14,130			663,523		0		663,523		5,000		668,523		0		668,523		0	668,523
Capital Outlays	395,535	146,182			541,697		20,000		561,697		0		561,697		0		561,697		0	561,697
Total - Recreation Maint.	\$3,101,468	\$180,292			\$3,261,760		\$20,000		\$3,261,760		\$5,000		\$3,266,760		\$0		\$3,266,760		\$0	\$3,266,760
Municipal Fire Protection (Fund #5):																				
Personnel																				
Supplies & Expenses	72,000				\$0				\$0				\$0				\$0		\$0	
Other Services & Charges	30,500				30,500				30,500				30,500				30,500		30,500	
Capital Outlays	443,761				443,761				443,761				443,761				443,761		443,761	
Principal Payments	152,673				152,673				152,673				152,673				152,673		152,673	
Interest Payments	19,415				19,415				19,415				19,415				19,415		19,415	
Total - Municipal Fire Prot. Fund	\$718,349	\$0			\$718,349		\$0		\$718,349		\$0		\$718,349		\$0		\$718,349		\$0	\$718,349
Special Streets (Fund #9):																				
Personnel																				
Supplies & Expenses					\$0				\$0				\$0				\$0		\$0	
Other Services & Charges	151,000				151,000				151,000				151,000				151,000		151,000	
Capital Outlays					0				0				0				0		0	
Total - Special Streets	\$151,000	\$0			\$151,000		\$0		\$151,000		0		\$151,000		0		\$151,000		0	\$151,000
Water & Sewer Operation & Maint. (Fund #9):																				
Customer Accounts Cost Center																				
Personnel	\$393,105				\$393,105		\$4,310		\$397,415				\$397,415				\$397,415			\$397,415
Supplies & Expenses	31,120				31,120				31,120				31,120		3,000		34,120		34,120	
Other Services & Charges	136,400	2,375			138,775		10,000		148,775				148,775		-250		148,525		148,525	
Capital Outlays	24,000				24,000				24,000				24,000		-2,750		21,250		21,250	
Total - Customer Accounts	\$584,625	\$2,375			\$587,000		\$14,310		\$601,310		0		\$601,310		0		\$601,310		0	\$601,310
Water Transmission Cost Center																				
Personnel	\$755,944				\$756,615				\$756,615				\$756,615				\$756,615			\$756,615
Supplies & Expenses	236,800				236,800				236,800				236,800				236,800		236,800	
Other Services & Charges	447,000				447,000		200,000		647,000				647,000				647,000		647,000	
Capital Outlays	125,000				125,000				125,000				125,000				125,000		125,000	
Total - Water Trans.	\$1,564,744	\$671			\$1,565,415		\$0		\$1,565,415		200,000		\$1,765,415		0		\$1,765,415		0	\$1,765,415
Plant Cost Center																				
Personnel	\$585,240				\$585,240		\$2,570		\$587,810				\$587,810				\$587,810			\$587,810
Supplies & Expenses	181,750				181,750				181,750				181,750		2,000		183,750		183,750	
Other Services & Charges	997,000	45,000			1,042,000				1,042,000		100,000		1,142,000				1,142,000		1,142,000	
Capital Outlays	146,500				146,500				146,500				146,500				146,500		146,500	
Total - Plant	\$1,910,490	\$45,000			\$1,955,490		\$2,570		\$1,958,060		100,000		\$2,058,060		2,000		\$2,060,060		0	\$2,060,060
Sewer Cost Center																				
Personnel	\$711,068				\$711,068				\$711,068				\$711,068				\$711,068			\$711,068
Supplies & Expenses	309,750	2,054			311,804				311,804				311,804		20,000		331,804		331,804	
Other Services & Charges	1,040,100				1,040,100				1,040,100				1,040,100		6,000		1,046,100		1,046,100	
Capital Outlays	33,000				33,000				33,000				33,000				33,000		33,000	
Total - Water Trans.	\$2,093,918	\$2,054			\$2,095,972		\$0		\$2,095,972		0		\$2,095,972		26,000		\$2,121,972		0	\$2,121,972
Lagoon Cost Center																				
Personnel	\$271,624				\$271,624				\$271,624				\$271,624				\$271,624			\$271,624
Supplies & Expenses	383,800				383,800				383,800				383,800		35,000		418,800		418,800	
Other Services & Charges	1,449,000				1,449,000				1,449,000				1,449,000		100,000		1,549,000		1,549,000	
Capital Outlays																				
Principal Payments	585,000	13,787			578,787				578,787				578,787				578,787		578,787	
Interest Payments					0				0				0				0		0	
Total - Lagoon Cost Center	\$2,689,424	\$13,787			\$2,683,211		\$0		\$2,683,211		0		\$2,683,211		135,000		\$2,818,211		0	\$2,818,211

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Recap: Water & Sewer O & M Fund:											
Personnel	\$2,716,981	\$671	\$2,717,652	\$6,880	\$2,724,532	\$0	\$2,724,532	\$0	\$2,724,532	\$0	\$2,724,532
Supplies & Expenses	1,143,220	2,054	1,145,274	0	\$1,145,274	0	1,145,274	60,000	1,205,274	0	1,205,274
Other Services & Charges	4,069,500	47,375	4,116,875	10,000	\$4,126,875	300,000	4,426,875	105,750	4,532,625	0	4,532,625
Capital Outlays	893,500	13,787	907,287	0	\$907,287	0	907,287	-2,750	904,537	0	904,537
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
Total - Water & Sewer O & M Fu	\$8,823,201	\$63,887	\$8,887,088	\$16,880	\$8,903,968	\$300,000	\$9,203,968	\$163,000	\$9,366,968	\$0	\$9,366,968
Water & Sewer Bond & Int. (Fund #10):											
Principal Payments	\$2,698,455		\$2,698,455	\$2,426,545	\$5,125,000		\$5,125,000		\$5,125,000		\$5,125,000
Interest Payments	\$1,194,870		\$1,194,870	\$534,168	\$1,729,038		\$1,729,038		\$1,729,038		\$1,729,038
Paying Agent Fees	\$2,500	\$5,000	\$7,500		\$7,500		\$7,500		\$7,500		\$7,500
Total - W & S Bond & Int. Fund	\$3,895,825	\$5,000	\$3,900,825	\$2,960,713	\$5,861,538	0	\$5,861,538	\$0	\$5,861,538	\$0	\$5,861,538
Water & Sewer Revenue (Fund #11):											
Principal Payments	\$375,287		\$375,287		\$375,287		\$375,287		\$375,287		\$375,287
Interest Payments	57,971		57,971		\$57,971		57,971		57,971		57,971
other services & charges	22,400		22,400		\$22,400		22,400		22,400		22,400
Transfers to other funds	14,874,942		14,874,942		\$14,874,942	153,000	15,027,942		15,027,942		15,027,942
Total - W & S Revenue Fund	\$15,330,600	\$0	\$15,330,600	\$0	\$15,330,600	153,000	\$15,483,600	\$0	\$15,483,600	\$0	\$15,483,600
1999 Tax Increment (Walmart) Bond & Int (Fund #12):											
Principal Payments	\$60,000		\$60,000		\$60,000		\$60,000		\$60,000		\$60,000
Interest Payments	6,300		6,300		\$6,300		6,300		6,300		6,300
Paying Agent Fees	2,000		2,000		\$2,000		\$2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$68,300	0	\$68,300	0	\$68,300	0	\$68,300	\$0	\$68,300	\$0	\$68,300
City Bond & Interest (Fund #13):											
Principal Payments	\$2,952,431		\$2,952,431		\$2,952,431		\$2,952,431		\$2,952,431		\$2,952,431
Interest Payments	518,732		518,732		\$518,732	7,000	518,732	2,000	518,732		518,732
Other Services & Charges	28,500		28,500		\$28,500		35,500		37,500		37,500
Paying Agent Fees	15,000		15,000		\$15,000		15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	\$3,514,663	\$0	\$3,514,663	\$0	\$3,514,663	\$7,000	\$3,521,663	\$2,000	\$3,523,663	\$0	\$3,523,663
USA Yeast Bond & Interest (Fund #15):											
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 - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Police Fines & Forfeitures (Fund #19):											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	143,000	5,810	148,810	5,687	\$154,497	7,143	161,640	4,409	166,049		166,049
Other Services & Charges	30,000		30,000		\$30,000		30,000		30,000		30,000
Capital Outlays	77,000	-13,156	63,844	11,602	\$75,446	14,957	90,403	91,091	181,494		181,494
Transfers			0		\$0		0		0		0
Total - Fines & Forf. Fund	\$250,000	-\$7,346	\$242,654	\$17,289	\$259,943	\$22,100	\$282,043	\$95,500	\$377,543	\$0	\$377,543
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):											
Principal Payments	\$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 - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Series 2004 TIF Bond & Int (Home Depot, Fund #21):											
Principal Payments	\$80,000		\$80,000		\$80,000		\$80,000		\$80,000		\$80,000
Interest Payments	5,152		5,152		\$5,152		5,152		5,152		5,152
other services & charges	1,000		1,000		\$1,000		1,000		1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$86,152	0	\$86,152	0	\$86,152	0	\$86,152	0	\$86,152	0	\$86,152
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):											
Principal Payments	\$100,000		\$100,000		\$100,000		\$100,000		\$100,000		\$100,000
Interest Payments	92,633		92,633		\$92,633		92,633		92,633		92,633
other services & charges	2,000		2,000		\$2,000		2,000		2,000		2,000
Transfers to other Funds		0	0		\$0		0		0		0
Total - 2003 TIF Bond & Int Fund	\$194,633	\$0	\$194,633	\$0	\$194,633	0	\$194,633	0	\$194,633	0	\$194,633
Series 2007 TIFBond & Int (Turtle Creek Fund 23):											
Principal Payments	407,668		407,668		\$407,668		407,668		407,668		407,668
Interest Payments	49,312		49,312		\$49,312		49,312		49,312		49,312
Other Services & Charges	5,000		5,000		\$5,000		5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$461,980		\$461,980	\$0	\$461,980	\$0	\$461,980	\$0	\$461,980	\$0	\$461,980
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):											
Principal Payments	\$40,000		40,000		\$40,000		40,000		40,000		40,000
Interest Payments	\$18,000		18,000		\$18,000		18,000		18,000		18,000
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$59,000	\$0	\$59,000	\$0	\$59,000	\$0	\$59,000	\$0	\$59,000	\$0	\$59,000
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):											
Principal Payments	\$60,000		60,000		\$60,000		60,000		60,000		60,000
Interest Payments	\$29,000		29,000		\$29,000		29,000		29,000		29,000
Other Services & Charges	\$2,000		2,000		\$2,000		2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$91,000	\$0	\$91,000	\$0	\$91,000	\$0	\$91,000	\$0	\$91,000	\$0	\$91,000

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed August Amend'ts	Proposed Budgets	Proposed Amend'ts	Proposed Budgets	Proposed Amend'ts	Proposed Budgets	Proposed Amend'ts	Proposed Budgets	Proposed Amend'ts	Proposed Budgets	Proposed Amend'ts
Airport Imp. (Fund #39):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		0		0		0			0		0		0		0	
Other Services & Charges	350,000	-148,666	201,334		\$201,334		201,334	-201,334				201,334							
Capital Outlays	1,370,728		1,370,728	-428,205	\$942,523		942,523	201,334				1,143,857							
Total - Airport Imp. Fund	\$1,720,728	-\$148,666	\$1,572,062	-\$428,205	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857	\$0	\$1,143,857
2009 Gen.Oblig.Refunding Bonds (Fund #50)																			
Bonds Redeemed			0		0		0		0			0		0		0		0	
Interest on Bonds			0		0		0		0			0		0		0		0	
Paying Agent Fees			0		0		0		0			0		0		0		0	
Other Services & Charges			0		0		0		0			0		0		0		0	
Total - 2007 G.O.Refunding	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Municipal Road & Bridge (Fund #72):																			
Personnel			\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0	13,075	13,075		\$13,075		13,075		13,075			13,075		13,075		13,075		13,075	
Other Services & Charges	463,000	55,778	518,778	100,000	\$618,778		618,778		618,778			618,778		618,778		618,778		618,778	
Capital Outlays	6,360,100	3,925	6,364,025	726,847	\$7,090,872		7,090,872		7,090,872			7,090,872		7,090,872		7,090,872		7,090,872	
Principal	25,065		25,065		\$25,065		25,065		25,065			25,065		25,065		25,065		25,065	
Interest	4,918		4,918		\$4,918		4,918		4,918			4,918		4,918		4,918		4,918	
Total - Municipal Road & Bridge	\$6,853,083	\$72,778	\$6,925,861	\$826,847	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708	\$0	\$7,752,708
Mass Transit (Fund #73):																			
Personnel	\$679,495		\$679,495		\$679,495		\$679,495		\$679,495			\$679,495		\$679,495		\$679,495		\$679,495	
Supplies & Expenses	224,000		224,000		\$224,000		224,000		224,000			224,000		224,000		224,000		224,000	
Other Services & Charges	193,850	4,739	198,589		\$198,589		198,589	4,500				198,589	4,500			203,089		203,089	
Capital Outlays	833,241		833,241	-141,200	\$692,041		692,041		692,041			692,041		692,041		692,041		692,041	
Total - Mass Transit Fund	\$1,930,586	\$4,739	\$1,935,325	-\$141,200	\$1,794,125	\$0	\$1,794,125	\$4,500	\$1,798,625	\$0	\$1,798,625	\$0	\$1,798,625	\$0	\$1,798,625	\$0	\$1,798,625	\$0	\$1,798,625
Water & Sewer Construction (Fund #75):																			
Personnel			\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses			0		0		0		0			0		0		0		0	
Other Services & Charges	1,600,000	-658,082	941,908	-844,367	\$97,541		97,541		97,541			97,541		97,541		97,541		97,541	
Capital Outlays	4,382,000	54,808	4,436,808	-474,058	\$3,962,750	153,000	4,115,750	266,593				4,382,343		4,382,343		4,382,343		4,382,343	
Total - W & S Construction Fund	\$5,982,000	-\$603,284	\$5,378,716	-\$1,318,425	\$4,060,291	\$153,000	\$4,213,291	\$266,593	\$4,479,884	\$0	\$4,479,884	\$0	\$4,479,884	\$0	\$4,479,884	\$0	\$4,479,884	\$0	\$4,479,884
Community Centers (Fund #77):																			
Personnel	\$519,747	\$548	\$520,295		\$520,295		\$520,295		\$520,295			\$520,295		\$520,295		\$520,295		\$520,295	
Supplies & Expenses	67,900		67,900		\$67,900		67,900		67,900			67,900		67,900		75,340		75,340	
Other Services & Charges	219,550	10,715	230,265		\$230,265		230,265		230,265			230,265		230,265		42,675		42,675	
Capital Outlays	274,500		274,500		\$274,500		274,500		274,500			274,500		274,500		224,385		224,385	
Total - Community Centers Fund	\$1,081,697	\$11,263	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960	\$0	\$1,092,960
Series 2009 G.O. Bonds - AMR Project (Fund #78)																			
Supplies			0		\$0		0		0			0		0		0		0	
Other Services & Charges	\$15,000	\$18,871	33,871		\$33,871		33,871		33,871			33,871		33,871		33,871		33,871	
Capital Outlay	15,000	-\$15,000	0		\$0		0		0			0		0		0		0	
Total - Series 2009 G.O. Bonds	\$30,000	\$3,871	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871	\$0	\$33,871
Community Dev. Block Grant (Fund #82):																			
Personnel	\$232,943		\$232,943		\$232,943		\$232,943		\$232,943			\$232,943		\$232,943		\$232,943		\$232,943	
Supplies & Expenses	7,500		7,500		\$7,500		7,500		7,500			7,500		7,500		7,500		7,500	
Other Services & Charges	462,686		462,686		\$462,686		462,686		462,686			462,686		462,686		462,686		462,686	
Capital Outlays	1,173,237	-32,262	1,140,975		\$1,140,975		1,140,975		1,140,975			1,140,975		1,140,975		1,140,975		1,140,975	
Transfers			0		\$0		0		0			0		0		0		0	
Total - CDBG Fund	\$1,878,366	-\$32,262	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104	\$0	\$1,846,104
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers to other Funds			0		\$0		0		0			0		0		0		0	
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2004 TIF (Home Depot) Construction (Fund # 89):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers	0		0		\$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	\$0	\$0	\$0	\$0	\$0	\$0
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers	0		0		\$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	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers	0		0		\$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	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 92):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers	0		0		\$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	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 93):																			
Personnel	\$0		\$0		\$0		\$0		\$0			\$0		\$0		\$0		\$0	
Supplies & Expenses	0		0		\$0		0		0			0		0		0		0	
Other Services & Charges	0		0		\$0		0		0			0		0		0		0	
Capital Outlays	0		0		\$0		0		0			0		0		0		0	
Transfers	0		0		\$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	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	April Amend'ts	Amended Budgets	Proposed June Amend'ts	Proposed Amended Budgets	Proposed August Amend'ts	Proposed Amended Budgets
Other Services & Charges	0		0	0	0	\$0	143,000	143,000			143,000
Capital Outlays	0		0	0	0	\$0	2,209,076	2,209,076			2,209,076
Transfers	0		0	0	0	\$0	247,924	247,924			247,924
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600,000	\$2,600,000	\$0	\$0	\$2,600,000

Series 2001 G.O. Bond Construction (Fund # 95):

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	100,000	45,361	145,361		\$145,361		145,361		145,361		145,361
Transfers	0		0		\$0		0		0		0
Total - Series 2001 Const. Fund	\$100,000	\$45,361	\$145,361	\$0	\$145,361	0	\$145,361	\$0	\$145,361	\$0	\$145,361

Mississippi Dev. Bank Construction (Fund # 96):

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	109,000	797	109,797	28	\$109,825		109,825		109,825		109,825
Total - MDB Fund	\$109,000	\$797	\$109,797	\$28	\$109,825	0	\$109,825	\$0	\$109,825	\$0	\$109,825

Kemper Park Imp. (Fund #98):

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	2,000	237	2,237		\$2,237		2,237		2,237		2,237
Total - Kemper Park Imp. Fund	\$2,000	\$237	\$2,237	\$0	\$2,237	0	\$2,237	\$0	\$2,237	\$0	\$2,237

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel					\$0		\$0				
Supplies & Expenses					\$0		\$0				
Other Services & Charges			0		\$0		0		0		0
Capital Outlay	\$997,128	-\$490,639	506,489	-\$506,489	\$0		0		0		0
Transfers out			0	\$1,447	\$1,447		\$1,447		\$1,447		\$1,447
Total - Series 2010 Constr.	\$997,128	-\$490,639	\$506,489	-\$506,442	\$1,447	\$0	\$1,447	\$0	\$1,447	\$0	\$1,447

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			\$0		\$0		0		0		0
Supplies & Expenses					\$0		0		0		0
Other Services & Charges			\$6,698,036		\$6,698,036		6,698,036		6,698,036		6,698,036
Capital Outlay			\$18,291,814		\$18,291,814		18,279,614		18,279,614		18,279,614
Transfers			\$3,010,350		\$3,010,350		3,010,350		3,022,350		3,022,350
Total - Series 2013 Constr.	\$0	\$0	\$28,000,000	\$28,000,000	\$28,000,000	\$0	\$28,000,000	\$0	\$28,000,000	\$0	\$28,000,000

Series 2012 Water & Sewer Const. (Fund #94):

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	1,163,040	-373,872	789,168		\$789,168		789,168		789,168		789,168
Transfers Out	0		0		\$0		0		0		0
Total - Series 2006 Const.	\$1,163,040	-\$373,872	\$789,168	\$0	\$789,168	0	\$789,168	\$0	\$789,168	\$0	\$789,168

GRAND TOTAL - FUNDS OTHER
THAN THE GENERAL FUND

General Fund	\$59,591,799	-\$1,287,844	\$57,303,955	\$29,448,885	\$86,752,840	\$3,240,100	\$89,992,940	\$531,593	\$90,524,533	\$0	\$90,524,533
TOTAL EXPENDITURES & TRANS	\$49,003,043	\$1,412,319	\$50,415,362	\$2,382,856	\$52,798,218	\$418,030	\$53,216,248	\$399,140	\$53,615,388	\$322,155	\$53,937,543
Less: Interfund Transfers	-18,340,442	0	-18,340,442	-3,011,797	-21,352,239	-400,924	-21,753,163	-12,000	-21,765,163	0	-21,765,163
TOTAL EXPENDITURES	\$89,254,400	\$124,475	\$69,378,875	\$28,819,944	\$118,198,819	\$3,257,206	\$121,456,025	\$918,733	\$122,374,758	\$322,155	\$122,696,913

Recap of City-Wide Expenditure Budgets:

Personnel	\$34,008,258	\$18,223	\$34,056,481	\$6,880	\$34,063,361	\$0	\$34,063,361	\$24,920	\$34,088,281	\$91,300	\$34,179,581
Supplies & Expenses	\$5,216,605	\$174,841	\$5,391,446	\$7,917	\$5,399,363	\$18,480	\$5,417,843	\$103,409	\$5,521,252	\$40,103	\$5,561,355
Other Services & Charges	\$18,488,021	-\$275,560	\$18,212,461	\$6,058,957	\$24,269,418	\$776,693	\$25,046,111	\$222,406	\$25,268,517	\$205,867	\$25,474,384
Capital Outlays	\$21,194,819	-\$415,279	\$20,779,540	\$1,495,863	\$22,275,403	\$2,462,033	\$24,737,436	\$476,268	\$25,213,704	-\$15,115	\$25,198,589
Principal Payments	8,174,719	603,200	8,777,919	20,716,159	29,496,078	0	29,496,078	87,500	29,583,578	0	29,583,578
Interest Payments	2,141,978	19,050	2,161,028	534,168	2,695,196	0	2,695,196	4,230	2,699,426	0	2,699,426
Total Expenditure Budgets	\$89,254,400	\$124,475	\$69,378,875	\$28,819,944	\$118,198,819	\$3,257,206	\$121,456,025	\$918,733	\$122,374,758	\$322,155	\$122,696,913

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$31,000
Licenses & Permits	4,459,500
Inter-governmental Revenues:	
Federal Grants	1,513,470
State Grants	218,960
State-Shared Revenues	21,756,000
County Shared Revenues	32,849
Charges for Services:	
Public safety	213,232
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	306,540
Transfers-In	604,000
Non-Revenue Receipts	4,379,500
Total From All Sources	37,357,151
Other Than taxation	
Beginning Cash and	
Investment Balance	5,023,225
Amount to be Raised by Tax Levy	12,385,000
TOTAL FROM ALL SOURCES	\$54,765,376

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,974,618
Supplies & Expenses	246,141
Other services & Charges	3,748,770
Capital Outlays	499,605
Total - General Government	8,469,134
Police Dept.:	
Personnel	9,872,443
Supplies & Expenses	756,767
Other services & Charges	499,666
Capital Outlays	884,058
Total - Police Dept.	12,012,934
Police & Fire Training:	
Personnel	33,733
Supplies & Expenses	179,269
Other services & Charges	141,750
Capital Outlays	25,000
Total - Police & Fire Training	379,752
Fire Dept.:	
Personnel	6,782,570
Supplies & Expenses	362,338
Other services & Charges	323,370
Capital Outlays	138,800
Total - Fire Dept.	7,607,078
Land Development Administration:	
Personnel	578,521
Supplies & Expenses	32,438
Other services & Charges	116,780
Capital Outlays	4,311
Total - Land Dev. Admin.	732,050

Public Safety Contractual Services:	
Personnel	209,650
Other services & Charges	1,892,000
Total - Pub. Safety Cont. Serv.	2,101,650
Public Services:	
Personnel	5,832,288
Supplies & Expenses	1,586,483
Other services & Charges	4,046,677
Capital Outlays	3,413,876
Total - Public Services	14,879,324
Animal Control	
Personnel	143,749
Supplies & Expenses	23,950
Other services & Charges	124,933
Capital Outlays	20,000
Total - Animal Control	312,632
Human/Social	
Other services & Charges	160,000
Total - Human/Social	160,000
Economic Development	
Personnel	
Supplies & Expenses	160,000
Other services & Charges	0
Capital Outlays	160,000
Total - Eco. Dev.	
Debt Service:	
Principal Payments	1,925,840
Interest Payments	168,955
Total - Debt service	2,094,795
Airport	
Personnel	104,025
Supplies & Expenses	56,195
Other services & Charges	77,975
Capital Outlays	53,510
Total - Airport	291,705
Cemetery	
Personnel	691,862
Supplies & Expenses	89,350
Other services & Charges	53,450
Capital Outlays	127,800
Total - Cemetery	962,462
Parking Garages	
Personnel	200,253
Supplies & Expenses	7,250
Other services & Charges	91,024
Capital Outlays	10,000
Total - Parking Garages	308,527
Operating Transfers Out	
Total Expenditures & Transfers	3,465,500
	53,937,543
Ending Cash Balance	\$827,833
TOTAL EXPENDITURES AND ENDING CASH BALANCE	
	\$54,765,376

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY

BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	65,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	32,850
Miscellaneous	26,400
Transfers-In	2,045,500
Non-Revenue Receipts	35,000
Total From All Sources	
Other Than taxation	2,204,750
Beginning Cash and	
Investment Balance	556,977
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,561,727

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,598,604
Supplies & Expenses	457,936
Other services & Charges	668,523
Capital Outlays	561,697
Total Expenditures	\$3,286,760
Cash balance at End of Year	274,967
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,561,727

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	342,152
Beginning Cash and Investment Balance	886,080
TOTAL FROM ALL SOURCES	\$1,228,232

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	72,000
Other services & Charges	30,500
Capital Outlays	443,761
Lease Debt Service - Principal	152,673
Lease Debt Service - Interest	19,415
Total Expenditures	\$718,349
Cash balance at End of Year	509,883
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,228,232

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

\$0

State Shared Revenues

55,000

Misc. grants

0

Miscellaneous

1,000

Non-Revenue Receipts

0

Total From All Sources

Other Than taxation

56,000

Beginning Cash and

Investment Balance

102,280

TOTAL FROM ALL SOURCES

\$158,280

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses

0

Other services & Charges

151,000

Capital Outlays

0

Total Expenditures

\$151,000

Cash balance at End of Year

7,280

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$158,280

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER OPERATION
AND MAINTENANCE FUND:

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	8,395,911
Miscellaneous	2,800
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	8,423,711
Beginning Cash and	
Investment Balance	1,403,616
TOTAL FROM ALL SOURCES	<u>\$9,827,327</u>

EXPENDITURES & ENDING CASH:

Personnel	2,724,532
Supplies & Expenses	1,205,274
Other services & Charges	4,532,625
Capital Outlays	904,537
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	<u>\$9,366,968</u>
Cash balance at End of Year	<u>460,359</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$9,827,327</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER BOND
AND INTEREST FUND:

REVENUES & BEG. CASH:

Transfers-In	\$8,370,417
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	8,370,417
Beginning Cash Balance	2,052,881
TOTAL FROM ALL SOURCES	<u>\$10,423,298</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,125,000
Interest on Bonds	1,729,038
Paying Agent Fees	7,500
Total Expenditures	<u>6,861,538</u>
Cash balance at End of Year	3,561,760
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$10,423,298</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	2,500
Metered Water Sales	7,306,500
Taps	175,000
Water Turn-On Fees	70,000
Sewer Connections	15,000
Sewer Charges	7,910,600
Total Revenues	15,483,600
Beginning Fund Balance	0
TOTAL FROM ALL SOURCES	\$15,483,600

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	375,287
Interest on Notes	57,971
Operating Transfers Out	15,027,942
Total Expenditures	\$15,483,600
Cash balance at End of Year	\$0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$15,483,600

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	74,590
Amount to be Raised by Tax Levy	68,300
TOTAL FROM ALL SOURCES	\$142,890

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	6,300
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$68,300
Cash balance at End of Year	74,590
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$142,890

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$5,210
Interest	2,000
Non-Revenue receipts	215,240
Transfers-In	399,330
Total From All Sources	
Other Than taxation	621,780
Beginning Cash and	
Investment Balance	2,616,326
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$6,038,106

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	2,952,431
Interest on Bonds	518,732
Other Services & Charges	37,500
Paying Agent Fees	15,000
Total Expenditures	\$3,523,663
Cash balance at End of Year	2,514,443
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,038,106

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

Water & Sewer Bond & Interest
Fund (USA Yeast Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer from Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	43,915
TOTAL FROM ALL SOURCES	\$43,915

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	43,915
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$43,915

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	1,182
Charges for Services	133,707
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	134,889
Beginning Cash and Investment Balance	242,654
TOTAL FROM ALL SOURCES	<u><u>\$377,543</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	166,049
Other services & Charges	30,000
Capital Outlays	181,494
Transfers Out	
Total Expenditures	<u>\$377,543</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$377,543</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):**

REVENUES & BEG. CASH:

Interest	\$0
<i>Transfers In</i>	
County-Shared Revenues	\$247,924
Total From All Sources	<u>0</u>
Other Than taxation	
Beginning Cash and	247,924
Investment Balance	
Amount to be Raised by Tax Levy	14,629
TOTAL FROM ALL SOURCES	<u><u>\$262,553</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	<u>\$0</u>
Cash balance at End of Year	<u>262,553</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$262,553</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	29,300
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	29,400
Beginning Cash and	
Investment Balance	122,495
Amount to be Raised by Tax Levy	57,051
TOTAL FROM ALL SOURCES	\$208,946

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	5,152
Other Services & Charges	1,000
Total Expenditures	\$86,152
Cash balance at End of Year	122,794
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$208,946

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	151,289
Amount to be Raised by Tax Levy	203,625
TOTAL FROM ALL SOURCES	<u>\$354,914</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	100,000
Interest on Bonds	92,633
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	<u>\$194,633</u>
Cash balance at End of Year	160,281
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$354,914</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):**

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$114,245
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	114,545
Beginning Cash and	
Investment Balance	251,063
Amount to be Raised by Tax Levy	360,900
TOTAL FROM ALL SOURCES	\$726,508

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	407,668
Interest on Bonds	49,312
Other Services & Charges	5,000
Total Expenditures	\$461,980
Cash balance at End of Year	264,528
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$726,508

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	130,456
Amount to be Raised by Tax Levy	67,533
TOTAL FROM ALL SOURCES	\$197,989

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	40,000
Interest on Bonds	18,000
Other Services & Charges	1,000
Total Expenditures	\$59,000
Cash balance at End of Year	138,989
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$197,989

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$31,150
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,150
Beginning Cash and	
Investment Balance	22,526
Amount to be Raised by Tax Levy	68,410
TOTAL FROM ALL SOURCES	\$122,086

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	29,000
Other Services & Charges	2,000
Total Expenditures	\$91,000
Cash balance at End of Year	31,086
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$122,086

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,070,125
State Shared Revenues	3,435
Miscellaneous	26,360
Transfers In	185,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,284,920
Beginning Cash and	
Investment Balance	(126,123)
TOTAL FROM ALL SOURCES	<u>\$1,158,797</u>

EXPENDITURES & ENDING CASH:

Public Services:	0
Other services & Charges	1,143,857
Capital Outlays	<u>\$1,143,857</u>
Total Expenditures	14,940
Cash balance at End of Year	
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,158,797</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$6,308,808
Federal Grants	0
County Shared Revenues	2,022,000
Miscellaneous	25,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	8,355,808
Beginning Cash and	
Investment Balance	278,442
TOTAL FROM ALL SOURCES	\$8,634,250

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	13,075
Other services & Charges	618,778
Capital Outlays	7,090,872
Principal Payments	25,065
Interest Payments	4,918
Total Expenditures	\$7,752,708
Cash balance at End of Year	881,542
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,634,250

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2014

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,227,966
State Grants	\$0
Miscellaneous	41,900
Transfers-In	285,000
Total From All Sources	1,554,866
Other Than taxation	
Beginning Cash and	298,075
Investment Balance	200,000
Amount to be Raised by Tax Levy	
TOTAL FROM ALL SOURCES	\$2,052,941

EXPENDITURES & ENDING CASH:

Personnel	679,495
Supplies & Expenses	224,000
Other services & Charges	203,089
Capital Outlays	692,041
Total Expenditures	\$1,798,625
Cash balance at End of Year	254,316
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,052,941

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$2,644,911
Miscellaneous	65,460
Transfers-In	823,411

Non-Revenue Receipts 0

Total From All Sources 3,533,782

Other Than taxation

Beginning Cash and

Investment Balance

TOTAL FROM ALL SOURCES

1,313,845
\$4,847,627

EXPENDITURES & ENDING CASH:

Other services & Charges

Capital Outlays

Total Expenditures

Cash balance at End of Year

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$97,541
4,382,343
4,479,884
367,743

\$4,847,627

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$22,548
Miscellaneous	300
Transfers-In	950,000
Non-Revenue Receipts	33,027
Total From All Sources	
Other Than taxation	1,005,875
Beginning Cash and	
Investment Balance	87,085
TOTAL FROM ALL SOURCES	<u>\$1,092,960</u>

EXPENDITURES & ENDING CASH:

Personnel	520,295
Supplies & Expenses	67,900
Other services & Charges	230,265
Capital Outlays	274,500
Total Expenditures	<u>\$1,092,960</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,092,960</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	33,871
TOTAL FROM ALL SOURCES	<u>\$33,871</u>

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	33,871
Capital Outlays	0
Total Expenditures	<u>\$33,871</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$33,871</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,873,014
Transfers In	0
Total From All Sources	
Other Than taxation	1,873,014
Beginning Cash and	
Investment Balance	(28,910)
TOTAL FROM ALL SOURCES	<u>\$1,844,104</u>

EXPENDITURES & ENDING CASH:

Personnel	232,943
Supplies & Expenses	7,500
Other services & Charges	462,686
Capital Outlays	1,140,975
Transfers	
Total Expenditures	<u>\$1,844,104</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$1,844,104</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2014 (Southern Pointe) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$2,600,000
Interest Earnings	
Total Revenues	<u>2,600,000</u>
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	<u><u>\$2,600,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	143,000
Capital Outlays	2,209,076
Transfers to Other Funds	247,924
Total Expenditures	<u>\$2,600,000</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,600,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	0
Beginning Cash and Investment Balance	145,361
TOTAL FROM ALL SOURCES	<u>\$145,361</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	145,361
Transfers Out	0
Total Expenditures	<u>\$145,361</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$145,361</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	0
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	28
Non-Revenue Receipts	
Total Revenues	28
Beginning Cash and	
Investment Balance	109,797
TOTAL FROM ALL SOURCES	\$109,825

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	109,825
Total Expenditures	\$109,825
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$109,825

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,237
TOTAL FROM ALL SOURCES	\$2,237

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,237
Total Expenditures	\$2,237
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,237

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

**SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$28,000,000
Total Revenues	<u>28,000,000</u>
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	<u><u>\$28,000,000</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	6,698,036
Capital Outlays	18,279,614
Transfers Out	3,022,350
Total Expenditures	<u>\$28,000,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$28,000,000</u></u>



City of Hattiesburg, MS

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

Master

File Number: 2014-1268

File ID: 2014-1268

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/28/2014

Brief Title: Adopt Resolution declaring surplus Police Canine Alex and authorize disposal of same to his Handler, Sergeant David Speights

Final Action: 08/05/2014

Minute Book Number: MB2014-206-207

Title:

Adopt Resolution declaring surplus Police Canine Alex, and authorize removal of Alex from the Police Department Inventory and disposal of same to his Handler, Sergeant David Speights.

Notes:

Sponsors:

Enactment Date:

Attachments: Surplus Canine Alex, RES-Police Canine Alex, executed RES-Police Canine Alex RES2014-150

Enactment Number:

Contact:

Meeting Date:

Drafter: Tammy Leggett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolution declaring surplus Police Canine Alex, and authorize removal of Alex from the Police Department Inventory and disposal of same to his Handler, Sergeant David Speights.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1268

Title

Adopt Resolution declaring surplus Police Canine Alex, and authorize removal of Alex from the Police Department Inventory and disposal of same to his Handler, Sergeant David Speights.

Summary

Resolution-Police Canine Alex

Budget Information

Expenditure Type

Purchasing Item

Publication Information



F. Keith Davis, D.V.M.
Chip Nodurft, D.V.M.
215 Thornhill Drive
Hattiesburg, Mississippi 39402
Office 601/264-0115
Fax 601/264-1377

June 13, 2014

Dear Chief Bolton:

This letter is regarding canine, Alex, under the care of David Speights. As Alex has aged his arthritis has become advanced and it is our strong recommendation that he be retired and allowed to remain with Mr. Speights. His physical condition is not such that we feel he is capable of carrying out his duties without risk to his health. If you have any questions concerning Alex please call me at 601-264-0115.

Respectfully Yours

Chip Nodurft, D.V.M.

OK A-1
[Signature]
7-16-14

June 13, 2014

To: Chief Frazier Bolton

From: Sgt. David Speights

Re: Retirement of K9 Alex

0746-14
OK A-1


Chief Bolton,

Attached is a copy of the recommendation of our veterinarian for the retirement of K9 Alex. I have been the K9's only handler since 2007, when he was first purchased by the City of Hattiesburg. Due to his medical condition, I am requesting Alex to be placed with myself, provided that he is removed from the Hattiesburg Police Department's inventory. I will continue to provide him care and a good quality of life.

Sincerely,


Sgt. David Speights

RESOLUTION

WHEREAS, Police Chief Frazier Bolton has requested the authorization to retire Police Canine Alex and remove him from inventory; and

WHEREAS, it is the opinion of Chip Nodurft, Doctor Veterinary Medicine , that Police Canine Alex is lacking in proper drives to perform the duties of a creditable working Narcotics Detector Dog and would not recommend Police Canine Alex to be used for Law Enforcement purposes; and

WHEREAS, the City of Hattiesburg find and determines said canine is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that said canine has no actual monetary value and constitutes a liability to the city; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in the discretion to dispose of said canine to his Handler, Sergeant David Speights, in accordance with appropriate Miss Code statutes.

NOW, THEREFORE, **BE IT RESOLVED** that the Hattiesburg City Council does hereby declare surplus Police Canine Alex and hereby disposes of the same to his Handler, Sergeant David Speights.

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

YEAS:

NAYS:

The President thereby declared the motion carries and the Resolution adopted, on this the 5th day of August, A.D., 2014.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 5th day of August, A.D., 2014.

ATTEST:

ADOPTED:

DEPUTY CITY CLERK

MAYOR

RESOLUTION

WHEREAS, Police Chief Frazier Bolton has requested the authorization to retire Police Canine Alex and remove him from inventory; and

WHEREAS, it is the opinion of Chip Nodurft, Doctor Veterinary Medicine , that Police Canine Alex is lacking in proper drives to perform the duties of a creditable working Narcotics Detector Dog and would not recommend Police Canine Alex to be used for Law Enforcement purposes; and

WHEREAS, the City of Hattiesburg find and determines said canine is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the City of Hattiesburg finds and determines that said canine has no actual monetary value and constitutes a liability to the city; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in the discretion to dispose of said canine to his Handler, Sergeant David Speights, in accordance with appropriate Miss Code statutes.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus Police Canine Alex and hereby disposes of the same to his Handler, Sergeant David Speights.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carries and the Resolution adopted, on this the 5th day of August, A.D., 2014.

ATTEST:

Sharon K. Leonard
CLERK OF COUNCIL

ADOPTED:

R. J. Bradley
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this the 5th day of August, A.D., 2014.

ATTEST:

Sharon W. W. W.
DEPUTY CITY CLERK

ADOPTED:

Sharon J. W. W.
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-1267

File ID: 2014-1267

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/25/2014

Brief Title: Supplemental Agreement No. 1 ComSWIP Sewer
Phase III

Final Action: 08/05/2014

Minute Book Number: MB2014-207

Title:

Approve change order entitled Supplemental Agreement No. 1 with Jay Bearden Construction, Inc to adjust line item quantities to actual as required by site conditions for the Comprehensive Sewer Improvements Phase III, for a net increase to the contract in the amount of \$82,291.00; Authorize Mayor to execute in quadruplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Letter, Supplemental Agreement No. 1,
executed Supplemental Agreement No. 1

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter: Gene Polk

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve change order entitled Supplemental Agreement No. 1 with Jay Bearden Construction, Inc to adjust line item quantities to actual as required by site conditions for the Comprehensive Sewer Improvements Phase III, for a net increase to the contract in the amount of \$82,291.00; Authorize Mayor to execute in quadruplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1267

Title

Approve change order entitled Supplemental Agreement No. 1 with Jay Bearden Construction, Inc to adjust line item quantities to actual as required by site conditions for the Comprehensive Sewer Improvements Phase III, for a net increase to the contract in the amount of \$82,291.00; Authorize Mayor to execute in quadruplicate.

Summary

Supplemental Agreement No. 1 with Jay Bearden Construction for ComSWIP Sewer III

Budget Information

105695.7220.01

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American

July 11, 2014



Engineering Progress

July 24, 2014

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Lamar Rutland, P.E.

Re: Sewer Phase 3 – ComSWIP
City of Hattiesburg

Lamar,

Enclosed please find four (4) copies of Supplemental Agreement No. 1 for the above referenced project for City Council Approval.

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

Sincerely,


FOR

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

**COMPREHENSIVE SEWER IMPROVEMENTS PHASE III
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Jay Bearden Construction, Inc. Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the City of Hattiesburg on the 6th day of November 2012 for Comprehensive Sewer Improvements Phase III.

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5 on Bouie Street.

Removal, cleaning and stacking of bricks removed from street at request of City of Hattiesburg.

42-A	Remove, Clean and Stack Brick	S.Y.	580	\$41.00	\$23,780.0
------	-------------------------------	------	-----	---------	------------

Removal of unknown bricks from street in conflict with construction.

42-B	Removal of Bricks	S.Y.	1,122.3	\$ 8.00	\$ 8,978.40
------	-------------------	------	---------	---------	-------------

Saw cutting of unknown concrete pavement in conflict with construction.

42-C	Saw Cutting Concrete	L.F.	2,476	\$ 6.00	\$14,856.00
------	----------------------	------	-------	---------	-------------

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5 on Mobile Street.

Removal of unknown bricks from street in conflict with construction.

42-D	Removal of Bricks	S.Y.	860.7	\$ 8.00	\$ 6,885.60
------	-------------------	------	-------	---------	-------------

Saw cutting of unknown concrete pavement in conflict with construction.

42-E	Saw Cutting Concrete	L.F.	2,262	\$ 6.00	\$13,572.00
------	----------------------	------	-------	---------	-------------

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5

Cleaning of existing sewer line to allow proper installation of new manhole.

42-F	Sewerline Cleaning	L.S.	1.0	\$1,620.00	\$1,620.00
------	--------------------	------	-----	------------	------------

Tie-in of existing unknown manhole to new manhole to allow proper sanitary sewer flow.

42-G	Manhole to Manhole Connection	L.S.	1.0	\$4,500.00	\$4,500.00
------	-------------------------------	------	-----	------------	------------

Repair of potable water services damaged during construction.

42-H	Water Service Repair	EA.	7.0	\$ 350.00	\$2,450.00
------	----------------------	-----	-----	-----------	------------

Relocation of manhole materials at request of City of Hattiesburg officials for event planning.

42-I	Manhole Material Relocation	EA.	6.0	\$ 100.00	\$ 600.00
------	-----------------------------	-----	-----	-----------	-----------

WHEREAS: It is proposed that the following items be added to the contract documents for Site 7

Relocation of water main in conflict with construction

72-A	Water Main Relocation	L.S.	1.0	\$1,200.00	\$1,200.00
------	-----------------------	------	-----	------------	------------

Topsoil required for repair of backslope on 7th Street to promote erosion control

72-B	Topsoil	L.S.	1.0	\$3,000.00	\$3,000.00
------	---------	------	-----	------------	------------

Repair of potable water services damaged during construction.

72-C	Water Service Repair	EA.	1.0	\$ 350.00	\$ 350.00
------	----------------------	-----	-----	-----------	-----------

Relocation of sewer cleanouts

72-D	Cleanout Relocation	EA.	4.0	\$ 125.00	\$ 500.00
------	---------------------	-----	-----	-----------	-----------

Total increase of original construction contract is \$82,291.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Jay Bearden Construction, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 201__

Jay Bearden Construction, Inc.

Travelers Casualty and Surety Company of America

By: _____

Contractor

By: _____

Surety

Witness: _____

Witness: _____

City of Hattiesburg

By: _____

Owner

Witness: _____

COMPREHENSIVE SEWER IMPROVEMENTS PHASE III
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Jay Bearden Construction, Inc. Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the City of Hattiesburg on the 6th day of November 2012 for Comprehensive Sewer Improvements Phase III.

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5 on Bouie Street.

Removal, cleaning and stacking of bricks removed from street at request of City of Hattiesburg.

42-A Remove, Clean and Stack Brick S.Y. 580 \$41.00 \$23,780.0

Removal of unknown bricks from street in conflict with construction.

42-B Removal of Bricks S.Y. 1,122.3 \$ 8.00 \$ 8,978.40

Saw cutting of unknown concrete pavement in conflict with construction.

42-C Saw Cutting Concrete L.F. 2,476 \$ 6.00 \$14,856.00

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5 on Mobile Street.

Removal of unknown bricks from street in conflict with construction.

42-D Removal of Bricks S.Y. 860.7 \$ 8.00 \$ 6,885.60

Saw cutting of unknown concrete pavement in conflict with construction.

42-E Saw Cutting Concrete L.F. 2,262 \$ 6.00 \$13,572.00

WHEREAS: It is proposed that the following items be added to the contract documents for Site 5

Cleaning of existing sewer line to allow proper installation of new manhole.

42-F Sewerline Cleaning L.S. 1.0 \$1,620.00 \$1,620.00

Tie-in of existing unknown manhole to new manhole to allow proper sanitary sewer flow.

42-G Manhole to Manhole Connection L.S. 1.0 \$4,500.00 \$4,500.00

Repair of potable water services damaged during construction.

42-H Water Service Repair E.A. 7.0 \$ 350.00 \$2,450.00

Relocation of manhole materials at request of City of Hattiesburg officials for event planning

42-I Manhole Material Relocation E.A. 6.0 \$ 100.00 \$ 600.00

WHEREAS: It is proposed that the following items be added to the contract documents for Site 7

Relocation of water main in conflict with construction

72-A Water Main Relocation L.S. 1.0 \$1,200.00 \$1,200.00

Topsoil required for repair of backslope on 7th Street to promote erosion control

72-B	Topsoil	L.S.	1.0	\$3,000.00	\$3,000.00
------	---------	------	-----	------------	------------

Repair of potable water services damaged during construction.

72-C	Water Service Repair	EA.	1.0	\$ 350.00	\$ 350.00
------	----------------------	-----	-----	-----------	-----------

Relocation of sewer cleanouts

72-D	Cleanout Relocation	EA.	4.0	\$ 125.00	\$ 500.00
------	---------------------	-----	-----	-----------	-----------

Total increase of original construction contract is \$82,291.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Jay Bearden Construction, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 5th day of August, 2014

Jay Bearden Construction, Inc.

Travelers Casualty and Surety Company of America

By: Jay Bearden
Contractor

By: [Signature]
Surety

Witness: [Signature]

Witness: [Signature]

City of Hattiesburg

By: [Signature]
Owner

Witness: [Signature]



City of Hattiesburg, MS

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

Master

File Number: 2014-1270

File ID: 2014-1270

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/28/2014

Brief Title: Approve additional Professional Services by Schaus, LLC for FEMA Debris Plan.

Final Action: 08/05/2014

Minute Book Number: MB2014-207

Title:

Approve additional services under Professional Services agreement between the City of Hattiesburg and Schaus, LLC dated February 15, 2013, to develop a FEMA Debris Plan, Debris Removal Bid Document and Training for City Administrators.

Notes:

Sponsors:

Enactment Date:

Attachments: COHsow1 7-16-14

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve additional services under Professional Services agreement between the City of Hattiesburg and Schaus, LLC dated February 15, 2013, to develop a FEMA Debris Plan, Debris Removal Bid Document and Training for City Administrators.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1270

Title

Approve additional services under Professional Services agreement between the City of Hattiesburg and Schaus, LLC dated February 15, 2013, to develop a FEMA Debris Plan, Debris Removal Bid Document and Training for City Administrators.

Summary

Approve additional Professional Services by Schaus, LLC for FEMA Debris Plan.

Budget Information

001095.6049

Expenditure Type

Regular Purchase

Purchasing Item

Publication Information



July 16, 2014

Johnny Dupree, Mayor
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Subject: Scope of Work #1 for Contract 21513 for Professional Services.

Mayor,
As per the Contract for Professional Services date February 15, 2013 I am sending a Scope of Work for the City of Hattiesburg for additional Professional Services.
Scope of Work (Number 1):

1. FEMA Debris Plan/FEMA Debris Removal Bid Document and Training for City Administrators.

Cost not to exceed \$7,500.00 utilizing Cost Structure per Contract for SOW #1.

Sincerely,

drs
Danny Shows
President & CEO



City of Hattiesburg, MS

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

Master

File Number: 2014-1275

File ID: 2014-1275

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Authority to Cancel Resolution of Condemnation

Final Action: 08/05/2014

Minute Book Number: MB2014-207-208

Title:

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for 406 5th Ave as listed in attached memorandum, due to the new owners correcting the violations.

Notes:

Sponsors:

Enactment Date:

Attachments: Cancellation Memo 8-5-14, 406 5th Ave. Cancellation Resolution, executed 406 5th Ave. Cancellation Resolution RES2014-151

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for 406 5th Ave as listed in attached memorandum, due to the new owners correcting the violations.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1275

Title

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for 406 5th Ave as listed in attached memorandum, due to the new owners correcting the violations.

Summary

Authority to Cancel

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 City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager

DATE: July 29, 2014

RE: Cancellation of Resolution

Code Enforcement Division requests the Cancellation of Resolution of Condemnation of Unsafe and Dilapidated Property for the following:

Parcel Number	Address	Resolution Date
29-448-17-12	406 5 th Ave.	May 8, 2007

New owners have brought property into compliance with property maintenance and city codes.

Prepared by:

City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at 406 5th Avenue, Parcel Number: 29-448-17-12; Legal Description: NW 50 ft of SE ½ LTs 14 to 16 less SW 20 ft of LT 14 Blk 153 Kamper & Whinnery Ext 2nd, City of Hattiesburg, Forrest County, Mississippi; Owner(s): Gearld S. Scott L/E, should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolutions located at Book 1013 Page 0215 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 5th day of August, A.D., 2014.

(S E A L)

CITY OF HATTIESBURG, MS

ATTEST:

MAYOR

CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Sharon Waits, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 5th day of August, A.D., 2014.

My Commission Expires: _____

NOTARY PUBLIC

Prepared by:

City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

Return to:

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at 406 5th Avenue, Parcel Number: 29-448-17-12; Legal Description: NW 50 ft of SE ½ LTs 14 to 16 less SW 20 ft of LT 14 Blk 153 Kamper & Whinnery Ext 2nd, City of Hattiesburg, Forrest County, Mississippi; Owner(s): Gearld S. Scott L/E, should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolutions located at Book 1013 Page 0215 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 5th day of August, A.D., 2014.

(S E A L)

ATTEST:

Sharon Waits Mc
CITY CLERK

CITY OF HATTIESBURG, MS
Johnny L. DuPree
MAYOR

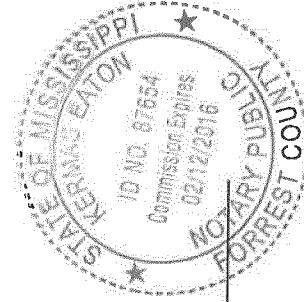
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Sharon Waits, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 5th day of August, A.D., 2014.

[Signature]
NOTARY PUBLIC



My Commission Expires:



City of Hattiesburg, MS

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

Master

File Number: 2014-1283

File ID: 2014-1283

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2014

Brief Title: Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC

Final Action: 08/05/2014

Minute Book Number: MB2014-208

Title:

Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC to add additional language to the agreement to make it compliant with FEMA and MEMA requirements.

Notes:

Sponsors:

Enactment Date:

Attachments: Addendum2review 7-29-14, executed
Addendum2review 7-29-14

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC to add additional language to the agreement to make it compliant with FEMA and MEMA requirements.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1283

Title

Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC to add additional language to the agreement to make it compliant with FEMA and MEMA requirements.

Summary

Authorize Mayor to execute Addendum No. 2 to the Professional Services Contract No. 21513 with Schaus, LLC to add additional language to the agreement to make it compliant with FEMA and MEMA requirements.

July 29, 2014

Addendum number 2 to the City of Hattiesburg Contract number **21513** with SCHAUS LLC for Professional Services.

This Addendum is to satisfy the FEMA and MEMA request in July 2014.

Addendum Number 2:

24. SCHAUS will affirm its books are open to the Department of Homeland Security review pertaining to this contract when Federal funds are made available from the department of Homeland Security to the City of Hattiesburg for work SCHAUS performed; and SCHAUS affirms it will retain all records pertaining to this contract for no less than three years at its own expense; and SCHAUS agrees to reach out to Minority and or Women owned businesses on an as need basis.



Danny Shows
President and CEO
SCHAUS LLC

7-29-14

Johnny Dupree, Mayor
City of Hattiesburg

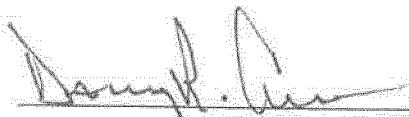
July 29, 2014

Addendum number 2 to the City of Hattiesburg Contract number **21513** with SCHAUS LLC for Professional Services.

This Addendum is to satisfy the FEMA and MEMA request in July 2014.

Addendum Number 2:

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Danny Shows
President and CEO
SCHAUS LLC

7-29-14



Johnny Dupree, Mayor
City of Hattiesburg



City of Hattiesburg, MS

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

Master

File Number: 2014-1282

File ID: 2014-1282

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Industrial Park Commission appointment.

Final Action:

Minute Book Number: MB2014-208

Title:

Ratify and confirm the Mayor's re-appointment of Charlie Sutherland. (W3) to the Forrest County Industrial Park Commission, for a term beginning 8/5/2014 and ending 8/4/2019.

Notes:

Sponsors:

Enactment Date:

Attachments: Sutherland-8-5-14

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	08/05/2014	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointment of Charlie Sutherland. (W3) to the Forrest County Industrial Park Commission, for a term beginning 8/5/2014 and ending 8/4/2019.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2014-1282

Title

Ratify and confirm the Mayor's re-appointment of Charlie Sutherland. (W3) to the Forrest County Industrial Park Commission, for a term beginning 8/5/2014 and ending 8/4/2019.

Summary

Industrial Park Commission appointment.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: 8/5/2014 to 8-4-2019

REPLACES: **Re-appointment**

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO X

NAME OF PROPOSED APPOINTEE: Charlie Sutherland

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: _____

HOME PHONE NUMBER: (601) 264-2100 WARD: 3

PLACE OF EMPLOYMENT: L& A Contracting

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: _____ DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2014-1281

File ID: 2014-1281

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Deputy Municipal Court Clerk

Final Action:

Minute Book Number: MB2014-208

Title:

Acknowledge receipt of appointment by Judge Jerry Evans of Curanda Frost as Deputy Municipal Court Clerk.

Notes:

Sponsors:

Enactment Date:

Attachments: Dep Court Clerk-Frost

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	08/05/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Acknowledge receipt of appointment by Judge Jerry Evans of Curanda Frost as Deputy Municipal Court Clerk.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1281

Title

Acknowledge receipt of appointment by Judge Jerry Evans of Curanda Frost as Deputy

Municipal Court Clerk.

Summary

Appointment

Budget Information

Expenditure Type

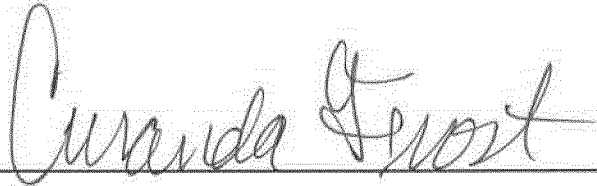
Purchasing Item

Publication Information

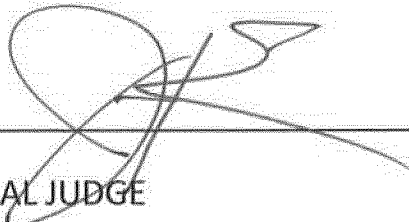
STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

OATH OF OFFICE

I, Curanda Frost, DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA AND THE CONSTITUTION OF THE STATE OF MISSISSIPPI, AND OBEY THE LAWS THEREOF; THAT I AM NOT DISQUALIFIED FROM HOLDING THE OFFICE OF DEPUTY COURT CLERK OF THE CITY OF HATTIESBURG, MISSISSIPPI; THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF DEPUTY COURT CLERK OF SAID CITY, UPON WHICH I AM ABOUT TO ENTER. SO HELP ME GOD.



SWORN TO AND SUBSCRIBED BEFORE ME THIS, THE 21ST DAY OF
July A.D., 2014



MUNICIPAL JUDGE



City of Hattiesburg, MS

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

Master

File Number: 2014-1263

File ID: 2014-1263

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/24/2014

Brief Title: Acknowledge receipt of letter from Government Consultants, Inc.

Final Action:

Minute Book Number: MB2014-208-209

Title:

Acknowledge receipt of letter from Government Consultants, Inc. advising the City of disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board regarding their role as municipal advisor to the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Government Consultants Disclosure Letter

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Acknowledge receipt of letter from Government Consultants, Inc. advising the City of disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board regarding their role as municipal advisor to the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-1263

Title

Acknowledge receipt of letter from Government Consultants, Inc. advising the City of disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board regarding their role as municipal advisor to the City of Hattiesburg.

Summary

Acknowledge receipt of letter from Government Consultants, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



GOVERNMENT
CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Advisory Firm

1830 Crane Ridge Drive
Jackson, Mississippi 39216

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

July 21, 2014

Mayor Johnny DuPree
City of Hattiesburg, MS
200 Forrest Street
Hattiesburg, MS 39403

Dear Mayor,

We are writing you to provide certain disclosures to you as representative of the City of Hattiesburg, Mississippi (the "Issuer") as required by the Municipal Securities Rulemaking Board ("MSRB") rules.

Government Consultants, Inc. serves as municipal advisor to the Issuer. Under the rules promulgated by the Securities and Exchange Commission ("SEC") and the MSRB, Government Consultants, Inc. is an Independent Registered Municipal Advisor ("IRMA") and is providing municipal advisory services to the Issuer as such. Our role is that of municipal advisor and not as underwriter.

As part of our services as municipal advisor, we provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the issuer. The nature of advice as to matters related to a specific bond or debt issuance will be set out in a separate written disclosure once any such issuance gets underway. Additionally, as municipal advisor, we provide advice on the financial feasibility of projects, total cost analysis of financing alternatives, review of and assistance in preparing capital improvement plans, debt management and analysis, annual budget preparation and implementation, levy analysis and setting of the levy and other similar matters.

Disclosures Concerning our Role as Municipal Advisor

(i) As municipal advisor, we have a fiduciary duty to the Issuer and we act at all times in the best interest of the Issuer. This is different than an underwriter who only has an obligation to deal fairly with you, as Issuer. The underwriter has financial and other interests that differ from the Issuer. As municipal advisor, we have no financial or other interests that differ from the Issuer.

(ii) We provide the services set out above independent of the underwriter and any other professional working on behalf of the Issuer.

(iii) We have a continuing obligation to disclose to you, as Issuer, any matter that may be a conflict or that may hamper in any way our ability to provide unbiased and independent advice to you as municipal advisor.

Compensation

It is contemplated that compensation disclosures will be set and set out at such time as the issuer begins a specific bond or debt issuance wherein we serve as municipal advisor. Such matters related to a bond issue shall be set out in a separate written disclosure.

Acknowledgement

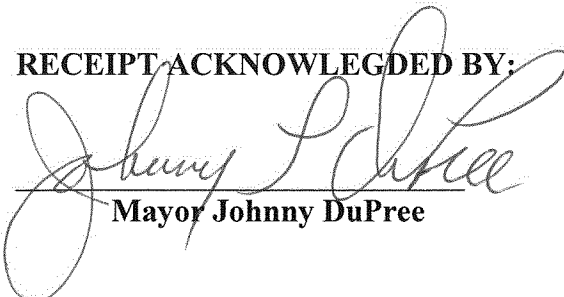
We must seek your acknowledgement that you have received this disclosure. Accordingly, please acknowledge your receipt of this disclosure on behalf of the Issuer in the space provided below.

Sincerely,

Government Consultants, Inc.

BY: 
Steve Pittman

RECEIPT ACKNOWLEDGED BY:


Mayor Johnny DuPree



City of Hattiesburg, MS

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

Master

File Number: 2014-1279

File ID: 2014-1279

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: HOME Program Recapture & Return

Final Action:

Minute Book Number: MB2014-209

Title:

Acknowledge the receipt of \$2,500.00 recaptured as the result of an unfulfilled affordability period on a HOME Downpayment Assistance previously awarded, and approve and authorize the execution of a wire transfer to the U.S. Treasury in the amount of the same to be applied back to the City's HOME line of credit per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Wire Recaptured Funds-HOME,
Notice of Recapture Funds

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Acknowledge the receipt of \$2,500.00 recaptured as the result of an unfulfilled affordability period on a HOME Downpayment Assistance previously awarded, and approve and authorize the execution of a wire transfer to the U.S. Treasury in the amount of the same to be applied back to the City's HOME line of credit per attached memorandum. {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-1279

Title

Acknowledge the receipt of \$2,500.00 recaptured as the result of an unfulfilled affordability period on a HOME Downpayment Assistance previously awarded, and approve and authorize the execution of a wire transfer to the U.S. Treasury in the amount of the same to be applied back to the City's HOME line of credit per attached memorandum. {Entitlement}

Summary

HOME Program Recapture & Return

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize Wire Transfer for HOME Recaptured Funds

DATE: July 28, 2014

The following request for payment is being submitted for approval during the City Council's August 5, 2014 meeting. Please authorize and approve a wire transfer for the amount listed below:

Recipient:	U.S. Treasury
Activity:	Downpayment Assistance
Program:	HOME
Project Site:	422 S 23 rd Avenue
Amount Requested:	\$2,500.00
Purpose of Request:	\$2,500 recaptured from unfulfilled affordability period associated with award. Amount over \$2,000 must be returned to the U.S. Treasury by wire transfer, which will then be reprogrammed back to the City's line of credit for future activities.



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

May 29, 2014

Michelle M. Robinson, Paralegal
Jackson & Arrington, PLLC
P.O. Box 15517
Hattiesburg, MS 39404-5517

RE: Payoff of Downpayment Assistance Award – Notice of Recapture

Dear Ms. Robinson:

Per your request, and in anticipation of the transfer of title for the property at 422 South 23rd Avenue, Hattiesburg, this letter is written to provide confirmation that the City of Hattiesburg maintains a Deed of Trust on the property as a result of the City's awarding of HOME Downpayment Assistance in the amount of \$10,000 to Mr. Ethan Decoux. The City is required to recapture a pro rata share of the net proceeds proportionate to the unfulfilled affordability period. Unfortunately, this is even the case in instances of the untimely passing of the award recipients.

From the date of closing (09/22/2009) until the award recipient's date of passing (07/02/2013), the property was maintained as a principal residence for a total of forty-five (45) months of the sixty (60) required as an affordability period in the Deed of Trust. As such, the City is required to recapture a pro rata share of the award, which is **\$2,500.00** subject to superior debt and reasonable/necessary closing expenses.

Having been previously made aware that the terms of the sale/transfer of the property will result in sufficient net proceeds, the City requests that upon successful closing, **\$2,500.00** be returned to:

The City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

If you have any questions, or if there is any further information that we can provide, please contact me at (601) 554-1006.

Sincerely,


Andrew Ellard
Federal & State Programs

AE

CC: file



City of Hattiesburg, MS

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

Master

File Number: 2014-1287

File ID: 2014-1287

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/30/2014

Brief Title: Advertise Notice of Public Hearing on proposed budget
and tax levies for Fiscal Year 2015

Final Action:

Minute Book Number: MB2014-209

Title:

Authorize advertisement of Notice of Public Hearing on the proposed budget
and proposed tax levies for Fiscal Year 2015 for the City of Hattiesburg

Notes:

Sponsors:

Enactment Date:

Attachments: Notice of Public Hearing on the proposed budget

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014					

Text of Legislative File 2014-1287

Title

Authorize advertisement of Notice of Public Hearing on the proposed budget and proposed tax
levies for Fiscal Year 2015 for the City of Hattiesburg

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR FISCAL YEAR 2015 FOR THE CITY OF
HATTIESBURG, MS**

The City of Hattiesburg will hold a public hearing on a proposed ad valorem tax revenue increase for Fiscal Year 2015 and on its proposed budget and proposed tax levies for Fiscal year 2015 on Tuesday, September 2, 2014, at 6:00 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$181,803,973. Twenty-one percent (21%) or \$38,540,765 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$161,693,909. Of that amount, 24%, or \$39,294,399 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg plans to increase your ad valorem tax millage rate by 0.95 mills from 112.31 mills to 113.26 mills. This increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2015 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 15 and 22, 2014.

The advertisement shall be no less than ¼ page in size and the type used shall be no smaller than 18 point and surrounded by a ¼ inch solid black border. The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear. (Run in retail section.)



City of Hattiesburg, MS

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

Master

File Number: 2014-1274

File ID: 2014-1274

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Maintenance

Final Action:

Minute Book Number: MB2014-209

Title: Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for 1 year for Unitrends Annual Support.

Notes:

Sponsors:

Enactment Date:

Attachments: unitrends

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/05/2014					

Text of Legislative File 2014-1274

Title

Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for 1 year for Unitrends Annual Support.

Summary

Annual Support for Unitrends Backup System

Budget Information

001091.6365 \$4,450.00

Expenditure Type

Regular Budget Item



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FJSG503	267010	6/13/2014

BILL TO:
CITY of HATTIESBURG
PO Box 1898

Accounts Payable
Hattiesburg , MS 39403-1898

Customer Phone #

SHIP TO:
CITY OF HATTIESBURG
Attention To: ROBERT FRIEND
PO BOX 1898

HATTIESBURG , MS 39403-1898
Contact: ROBERT
FRIEND 601.545.4561

Customer P.O. # UNITRENDS ANNUAL
MAIN

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JORDAN MIKOLS 866.465.9959		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3254371	UNITRENDS ANNUAL SUP SVC Mfg#: PS-RC822-1-CS Contract: MARKET	4,450.00	4,450.00
SUBTOTAL				4,450.00
FREIGHT				0.00
TAX				0.00
US Currency				
TOTAL				4,450.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6468

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



City of Hattiesburg, MS

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

Master

File Number: 2014-1278

File ID: 2014-1278

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Copier/Printer IT Department

Final Action:

Minute Book Number: MB2014-209

Title:

Authorize Mayor to execute Maintenance Contract between the City of Hattiesburg and Ricoh for the Copier located in the Information Technology Department.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg Order Agreement 7-1-2014,
executed City of Hattiesburg Order Agreement
7-1-2014

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/05/2014					

Text of Legislative File 2014-1278

Title

Authorize Mayor to execute Maintenance Contract between the City of Hattiesburg and Ricoh for the Copier located in the Information Technology Department.

Summary

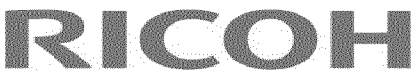
Copier/Printer for various printing needs. New Water Bills and etc.

Budget Information

001091.6365

Expenditure Type

Regular Budget



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Dvtupn f s n bz bdr vjsf f r vjgn f ou t p g x b s f - boe Q s i b s e x b s f q s p e v d t) # Q s p e v d t # boe n b j o u f o b o d f t f s w j d f t) # T f s w j d f t # g p n S j d p i V T B - J d /) # S j d p i # c z f y f d v j o h b o e e f r j w f s j o h u p S j d p i u j t P s e f s g s b d d f q u b o d f /

Ef r j w f s z b o e B d d f q u b o d f / V o r i t t p u f s x j t f b h s f e v q p o c z c p u q b s j f t j o x s j o h -) b * e f r j w f s z p g q s p e v d t j e f o u j g f e p o u j t P s e f s) # Q s p e v d t # u p d p n n p o d b s j f s p s - j o u f d b t f p g b o b s s o h f e e f r j w f s z c z b r p d b n S j d p i j o t u b n j u p o w i j d r n - b d u b n e f r j w f s z c z t v d i w i j d r n u p D v t u p n f s t i j q a j o h q p j o u t i b m d p o t u j u f e f r j w f s z u p D v t u p n f s - b o e) c * D v t u p n f s t i b m c f s t q p o t j c r n g s b m j o t u b n j u p o - u b o t q s a b j u p o b o e s h h j o h f y q f o t f t / D v t u p n f s b h s f t t u p d p o g n e f r j w f s z p g b m Q s p e v d t x i f o u f t b n f j t e f r j w f s e z t j h o j o h b e f r j w f s z b o e b d d f q u b o d f d f s j g d b u p s x s j u f o e f r j w f s z b d l o p x r h e h f n f o u

Tf s w j d f t /) b * U i j t P s e f s j e f o u j g f t u f t q f d j g d Q s p e v d t u p c f t f s w j d f e) # T f s w j d f e Q s p e v d t # / S j d p i x j m c f q b j s p s s f q r b d f j o b d d p s e b o d f x j u u f u s n t b o e d p o e j j p o t p g u j t P s e f s b o e u f n b o v g d u s f s t t q f d j g d b j u p o t b o z q b s u p g u f T f s w j d f e Q s p e v d t u b u c f d p n f t v o t f s w j d f b c r n e v f u p o p n b m v t b h f) p u f s u b o d p o t v n b c r n t v q q r i t t / S f q r b d f n f o u q b s t x j m c f g s o j t i f e p o b o f y d i b o h f c b t j t b o e x j m c f o f x - s d p o e j j p o f e p s v t f e / F y d f q u g s i b s e e s j w f t p o D v t u p n f s p x o f e f r v j g n f o u b m m b s t s f n p w f e e v f u p s f q r b d f n f o u x j m c f d p n f u f q s p q f s z p g S j d p i /) c * U i f T f s w j d f t q s p w j e f e c z S j d p i v o e f s b o P s e f s x j m p u j o d m e f u f g n p x j o h ;) j * s f q b j s t s t v n j o h g p n n j t v t f) j o d m e j o h x j u p v u r j m j u b j u p o j n q s p q f s w p n b h f p s u f v t f p g t v q q r i t t u b u e p o p u d p o g n u p u f n b o v g d u s f s t t q f d j g d b j u p o t - p s u f d j m s f u p q s p w j e f - p s u f d j m s f p g b e f r v b u f f r h d s j d b m q p x f s - b j s d p o e j j p o j o h p s i v n j e j u z d p o u p n) j j * s f q b j s t n b e f o f d f t t b s z c z t f s w j d f q f s p n f e c z s t p o t p u f s u b o S j d p i s f q s t f o u b j w f t <) j j * t f s w j d f d b n n p s x p s t x i j d i D v t u p n f s s f r v f t u p c f q f s p n f e p v t j e f p g O p n b m C v t j o f t t l p v s t j e f g o f e c f r p x *) v o r i t t d p w f s e v o e f s b o f y d o e f e i p v s t f s w j d f d p o u b d u b o e T f s w j d f d b n n p s x p s t x i j d i D v t u p n f s s f r v f t u p c f q f s p n f e p o S j d p i l p r j e b z t j e f g o f e c f r p x * <) j j * s f n p w b c r n d b t f u f - d p q z d b c j o f u f j y u b z t - p s b o z j u f n o p u s f r u f e u p u f n f d i b o j d b n p s f r h d s j d b m p q f s j u p o p g u f T f s w j d f e Q s p e v d t <) w d p o t v n b c r n t v q q r i t t t v d i b t q b q f s p s t u b q r i t - v o r i t t f y q s t t r n q s p w j e f e g s j o u f P s e f s <) j j * s f q b j s t b o e Q s t f s w j d f d b n n s t v n j o h g p n b u b d i n f o u o p u q v s d i b t f e g p n S j d p i <) w j j * b o z t p g x b s f - t z t u f n t v q q s u p s f r u f e d p o o f d j u j u z v o r i t t t q f d j g f e j o x s j o h c z S j d p i <) w j j * q b s t o p r p o h f s b w b j r b c r n g p n u f b q q j a b c r n n b o v g d u s f <) j j * f r h d s j d b m p s l f y f s o b m p u f T f s w j d f e Q s p e v d t - j o d m e j o h q s c r n t t s t v n j o h g p n p w f s p b e f e p s j n q s p q f s d j s d v j t <) j * j o t u b n j u p o p s e f . j o t u b n j u p o b o e Q s n p w f n f o u p g u f T f s w j d f e Q s p e v d t g p n p o f r p d b j u p o u p b o p u f s v o r i t t t q f d j g f e j o x s j o h c z S j d p i < b o e) j j * s f q b j s t p g e b n b h f p s j o d s b t f j o t f s w j d f u n f d b v t f e c z g s d f n b k v s f w f u o t / E b n b h f u p T f s w j d f Q s p e v d t p s q b s t b s t j o h g p n d b v t f t c f z p o e u f d p o u p n p g S j d p i b s f o p u d p w f s e c z u j t P s e f s S j d p i n b z u f n j o b u j u f T f s w j d f p c r j m b j u p o t v o e f s u j t P s e f s g s T f s w j d f e Q s p e v d t u b u i b w f c f f o n p e j g f e - e b n b h f e - b n i s f e p s t f s w j d f e c z q f s t p o o f n p u f s u b o u p t f f n q r a z f e c z S j d p i /

Tf s w j d f D b n n / T f s w j d f d b n n x j m c f n b e f e v s j o h ; : 11 b n - 6 ; 11 q n r p d b m t f s w j d f u n f - N p o e b z u s p v h i G s j e b z) # O p n b m C v t j o f t t l p v s t # b u u f j o t u b n j u p o b e e s t t t i p x o u j t P s e f s T f s w j d f e p f t o p u j o d m e f d p w f s b h f p o S j d p i l p r j e b z t - x i j d i j o d m e f O f x Z f b s t E b z - N f n p s b n E b z - 5 u p g K v n - M b c p s E b z - U i b o l t h j w o h - u f e b z b g f s U i b o l t h j w o h b o e D i s t u n b t E b z j d p r n d j u f r n - # S j d p i l p r j e b z t # / U s b w f r b o e r h c p s u n f g p s u f t f s w j d f d b n n b g f s O p n b m C v t j o f t t l p v s t - p o x f f l f o e t b o e p o S j d p i l p r j e b z t - j g b o e x i f o b w b j r b c r n b o e p o r n j o u f f w f o u b o e u f f y f o u u b u S j d p i b h s f t t u p q s p w j e f t v d i o p o t u b o e b s e d p w f s b h f - x j m c f d i b h s f e b u p w f s j n f s h u t j o f g d u b u u f u n f u f t f s w j d f d b n n n b e f / D v t u p n f s j t s t q p o t j c r n g s e j t d p o o f d j o h - s f q b j s j o h b o e s f . d p o o f d j o h v o b u u p s j f e b u b d i n f o u t p s d p n q p o f o u t /

Tf s w j d f D i b s h f t /) b * T f s w j d f d i b s h f t) # T f s w j d f D i b s h f t # x j m c f t f u g s u p o u j t P s e f s b o e x j m c f q b z b c r n c z u f D v t u p n f s j o b e w b o d f / T f s w j d f D i b s h f t x j m p u j o d m e f b o z d i b s h f g s s f q b j s t p s T f s w j d f u b u b s f p u f s x j t f d p w f s e c z u f b q q j a b c r n n b o v g d u s f s t i m j u f e x b s s o u z e v s j o h u f q f s p e d p w f s e c z b o z t v d i x b s s o u z - u f f y f o u S j d p i i b t b h s f e x j u t v d i n b o v g d u s f s o p u p d i b s h f b d v t u p n f s g s b o z t v d i d i b s h f t / B e e j j p o b n - T f s w j d f o f d f t t j u b u f b t b s t v n p g j o b e f r v b u f l f z p q f s b u p s j o w p n f o u p q f s b u p s d b v t f e e b n b h f - r a d l p g s f d p n n f o e f e t f s w j d f - p s v t f p g j o b e f r v b u f p s j o d p n q b y c r n t v q q r i t t n b z s t v n j o T f s w j d f c f j o h s f o e f s e p o b u n f . b o e . n b u f s b m c b t j t j o b e e j j u p o u f T f s w j d f D i b s h f t / D v t u p n f s b d l o p x r h e h f t b o e b h s f t u b u) j j * b n i s j u p o t - b u b d i n f o u t - t q f d j g d b j u p o d i b o h f t - p s v t f c z D v t u p n f s p g t v c t u b o e b s e t v q q r i t t u b u d b v t f f y d f t t j w f t f s w j d f d b n n n b z s f r v s f b o j o d s b t f j o T f s w j d f D i b s h f t <) j j * u f u b o t g s p g u f T f s w j d f e Q s p e v d t g p n u f r p d b j u p o j o e j d b u f e p o u j t P s e f s n b z s t v n j o b o j o d s b t f p g T f s w j d f D i b s h f t p s u f u s n j o b j u p o p g u f P s e f s < b o e) j j j * u f U p o f s . b d m t j w f Q s p h s n) j g b q q j a b c r n) j c b t f e p o n b o v g d u s f s t v q q r n d p o t v n q j u p o s h u t / E f r j w f s z p g t v q q r i t t x j m p o p u f y d f e b h s f e v q p o v t b h f / D p o t v n q j u p o p g d p w f s e t v q q r n q s p e v d t w s z j o h t j h o j g d b o u z g p n f y q f d u f e v t b h f n b z s t v n j o b e e j j p o b n d i b s h f t g s t v q q r i t t / D v t u p n f s b h s f t t u p q b z x i f o e v f - b m m b y f t - x i f s f b q q j a b c r n - s f r u f e u p u j t P s e f s f y d m e j o h u b y f t p o u f j o d p n f p g S j d p i / D v t u p n f s t i b m c f s t q p o t j c r n g s b o z d p t u f s f r u f e u p g f j h i u) j o d m e j o h g r n t v s d i b s h f t - x i j d i n b z c f j n q p t f e g p n u n f u p u n f - q p t u b h f n b j i j o h f y q f o t f) n f u s s f o u b n * b o e Q s b e n j o i t u b j w f b o e q s p d f t t j o h g f t b o e - u f f y f o u S j d p i q b z t t v d i d p t u - D v t u p n f s t i b m j n n f e j b u f n s f j n c v s f S j d p i /) c * T f s w j d f D i b s h f t b s f c b t f e p o t u b o e b s e 9 / 6 y 2 2 j n b h f t / S j d p i s t f s w f t u f s h i u u p b t t f t t b e e j j p o b m j n b h f t d i b s h f t g s o p o t u b o e b s e j n b h f t - j o d m e j o h 2 2 y 2 8 j n b h f t / D v t u p n f s b d l o p x r h e h f t u b u q s d j o h j t c b t f e p o u f q s w b j j o h s h u t b u u f u n f p g u f d p o u b d u V o r i t t p u f s x j t f f y q s t t r n b h s f e u p j o x s j o h - j g u f u s n p g u j t P s e f s f y d f f e t u f r w f) 2 3 * n p o u t - u f T f s w j d f D i b s h f t b o e b o z s h u f f y q s t t r n t u b u f j o u j t P s e f s n b z c f j o d s b t f e c z S j d p i v q u p o f o q f s d f o u) 2 1 & * b o o v b n n g s f b d i z f b s c f z p o e u f j o j y b m x f r w f) 2 3 * n p o u q f s p e - b o e D v t u p n f s f y q s t t r n d p o t f o u t u p t v d i b e k v t n f o u x j u p v u b e e j j p o b n o p j d f /

U f s n / U i j t P s e f s t i b m c f d p n f f g d j u f p o u f f g d j u f e b u f p g u f P s e f s b o e t i b m d p o j o v f g s u f u s n j e f o u j g f e j o u j t P s e f s B u i f f y q j s b j u p o p g u f j o j y b m f n p s b o z f y d o e f e u s n p g u j t P s e f s - j u x j m b v p n b j d b n - t v c k d u p b q q j a b c r n r h x b o e x j u p v u g s i f s b d j u p s f r v s f e c z f j u f s q b s z - s f o f x g s b o b e e j j p o b m x f r w f) 2 3 * n p o u q f s p e - q s p w j e f e u b u D v t u p n f s j t o p u u f o j o e f g v n d U i f d p o u b d u f e s h u x j m c f b e k v t u f e u p S j d p i (t u f o . q s w b j j o h s h u t t - u p c f s g r n d u f e j o b o b v p n b j d j o d s b t f b t p g u f s f o f x b n e b u f - b o e D v t u p n f s f y q s t t r n d p o t f o u t u p t v d i b e k v t n f o u x j u p v u b e e j j p o b n o p j d f /

F b s n U f s n j o b j u p o / D v t u p n f s n b z u f s n j o b u f u f T f s w j d f t q s p w j e f e v o e f s u j t P s e f s q s p s u p j u n b u s j u z t p r p o h b t D v t u p n f s j t o p u u f o j o e f g v n r b o e q s p w j e f t S j d p i b u r n b t u u j a z) 4 1 * e b z t q s p s x s j u f o o p j d f / G s b o P s e f s i b w j o h b o j o j y b m f n p g b u r n b t u u j a z . t j y) 4 7 * n p o u t - D v t u p n f s t i b m m q b z u p S j d p i - b t i m v j e b u f e b n b h f t b o e o p u b t b q f o b n z - u f g n p x j o h f b s n u s n j o b j u p o g f) # U f s n j o b j u p o G f # ;) j * j g u f u s n j o b j u p o p d d v s t j o n p o u t p o f) 2 * u s p v h i u f r w f) 2 3 * p g u f u s n p g t v d i P s e f s b o b n p v o u f r v b m p u f r w f) 2 3 * u n f t u f) # N p o u n T f s w j d f D i b s h f #) b t e f g o f e c f r p x * q b z b c r n v o e f s t v d i P s e f s <) j j * j g u f u s n j o b j u p o p d d v s t j o n p o u t u j a s f o) 2 4 * u s p v h i u f o u z . g v s) 3 5 * - b o b n p v o u f r v b m p o j o f) ; * u n f t u f) N p o u n T f s w j d f D i b s h f < b o e) j j j * j g u f u s n j o b j u p o p d d v s t b o z u n f b g f s u f u f o u z . g v s u) 3 5 * u n p o u - b o b n p v o u f r v b m p u f r h t t f s p g t j y) 7 * u n f t u f) N p o u n T f s w j d f D i b s h f p s u f o v n c f s p g n p o u t s f n b j o j o h v o e f s u f u f o d v s s o u t s n p g t v d i P s e f s / G s b o P s e f s i b w j o h b o j o j y b m f n p g r n t t u b o u j a z . t j y) 4 7 * n p o u t - u f



Uf sn jobýpo Gff ti bmf frvbmúf úf rhtf spgtjy 7* ynft úf cbtf Npou m Tf swjdf Di bshf psúf ovn cf spgn pou t sf n bjojob voef súf joýjbmúf sn pg tvdi Tf swjdf Psefs/ Qpsúf qvaxptft if sf jo-úf #Npou m Tf swjdf Di bshf #ti bmf rvmnj* úf cbtf n pou m Tf swjdf Di bshf f ugsú jo újt Psefs-ps/jj* jo úf f wouújt Psefs ept opudpobjo b cbtf n pou m Tf swjdf Di bshf-úf bwf shbf n pou m Psefs di bshf gsuúf t jy 7* n pou qf sje qpsps úf ebúf pgDvtupn f st úf sn jobýpo/ Jt vdi úf sn jobýpo ebúf pddvst rhtf úb bo t jy 7* n pou t bgf súf f gff dýw ebúf pgúf Psefs-úf Npou m Tf swjdf Di bshf xjmm cf frvbmúf úf bwf shbf n pou m Psefs di bshf gsuúf ovn cf spgn pou t úf Psefs xbt jo f gff dý

Qbz n fouf Sjt l pgMptt <Ubyft/ Qbz n fouf sn t bsf of uf o 21* ebzt/ Dvtupn f s bshf ft up qbz Sjdpi b rhuúf di bshf pgpof boe pof .i bmgqf sdf ou)2/6& * qfs n pou po boz voqbj e bn pvot ps úf n byjn vn bmx f e cz rlx - xi jdi f w s jt rhtf - boe jo beeýjpo ti bmgqz Sjdpi bmdpt ú boe f yqf otft pg dprndýpo- psjo úf f o gsd f n foupg Sjdpi (t shi úf if sf voef s- jodmejob- cvuopuým juf e up- sf bt pobcrh jof sobnboe f yf sobmnhbmdpt ú- xi f úf s psopot vju jt cspvhi ú Bmf n f e jft if sf voef s ps burlox bsf dvn vrbúw <qpwjef e- i pxf w s- ú buúf t prh sf n f e z pgDvtupn f s g s boz Tf swjdf t opuqf sgn f e jo bddpsebodf xju úf Tf swjdf t uboebset tf ugsú jo újt Psefsti bmf úf qsn quboe qsqf s f .qf sgn bodf pgtvdi Tf swjdf t buop beeýjpbmd bshf / Vorhtf púf s xjt bshf e vqpo cz cpú qbsjft jo x sýoh- Dvtupn f s bttvn ft bmgjt pgúf g rtt p sebn bhf - op n buf si px pddbt j pof e- up bmqsepevdt dpwf s e cz újt Psefs gmpx joh ef rjw sz cz Sjdpi up dpn n po dbsj f s ps- jo úf dbtf pgbo bssboh f e ef rjw sz cz b rpdn Sjdpi jot ubmýpo w f i jdrh- ef rjw sz cz tvdi w f i jdrh up Dvtupn f sti jaqjoh qpjou Fydf qup úf f yf oupgboz bqgjalbcrh boe wbrjebúf e f yf n qýpo- Dvtupn f s bshf ft up qbz boz bqgjalbcrh ubyf t ú bubs rhwj e po psqbz bcrh bt b s t vmpgu f vtf- t brh- qptft t jpo pspx of sti jg pgúf Qsepevdt boe Qs Tf swjdf t dpwf s e i f s voef s- púf s ú bo jodpn f ubyf t pgSjdpi / B beeýjpo- Dvtupn f sti bmf s t qpot jcrh g s cbzjoh bmt i jaqjoh boe i boerjoh di bshf t g s pof s f w o jgú jt Psefs jt b wof s jodmtjw dpoudbdubt tf ugsú po újt Psefs-jo bddpsebodf xju úf f sn t t ubf e po úf jowjdf /

Ef gvnú B beeýjpo up boz púf s shi t ps f n f e jft xi jdi f jú f s qbsz n bz i bwf voef sújt Psefs psburlox psf rvjuz- f jú f s qbsz ti bmi bwf úf shi uup dbodf m f Tf swjdf t qspwjef e voef sújt Psefs jn n f e jbf m;)j* jgú f púf s qbsz gýrh up qbz boz g f t ps di bshf t ps boz púf s qbszn f out s f rvj e voef s újt Psefs x i f o evf boe qbz bcrh- boe tvdi gým s dpoujovft gsb qf sje pgú o 21* ebzt bgf scf joh opýgf e jo x sýoh pgtvdi gým s <psjj* jgú f púf s qbsz gýrh up qf sgn pspct f w f boz púf sn bú gým rpwf oboups dpoeýjpo pgú jt Psefs- boe tvdi gým s ps c s bdi ti bmdpoujovf vo. s n f e jf e gsb qf sje pgú jsz 41* ebzt bgf stvdi qbsz jt opýgf e jo x sýoh pgtvdi gým s ps c s bdi <psjj* jgú f púf s qbsz cf dpn ft jot p w f ou e jft p w f t- ps bttjhot jt bttft gsuúf cf of gupgjt dsf ejupst- ps gýht psi bt gýne bhhjot ujuboz cbol sqd z ps s pshboý býpo qspdf f ejoh/ Fydf qubt f yqf st m qf sn juf e cz újt Psefs- op s f goe ps dsf ejux jmf hjw o gsb boz f bsz úf sn jobýpo pgú f Tf swjdf t ps boz s of x bni f s pg JgDvtupn f s e f gvnú jo jt pcrjmbýpot i f s voef s- Sjdpi n bz- jo beeýjpo up boz púf s f n f e jft bwbjrbcrh burlox psf rvjuz- s f rvj s Dvtupn f s up jn n f e jbf m qbz up Sjdpi bmgqbt uevf qbz n f out voef s bmm Psefs t- boe úf f bsz úf sn jobýpo g f e f t dsj e jo úf Fbsz Uf sn jobýpo Tf dýpo bcpw f /

Sf dpoeýjpojoh/ Sf dpoeýjpojoh boe t jn jrs n blps p w f s bvm pgTf swjdf e Qsepevdt n bz cf dpwf s e cz bqgjalbcrh n bov gduv s s x bssouyft- cvub s opu dpwf s e cz újt Psefs JgSjdpi ef úf sn jof t ú butvdi bdypt n bz cf of dft t bsz bt b s t vmpgops bnx f bs boe úf bs pgn bú gýrh boe bhf gdupst dbvt f e cz opsn bmv t bhf jo p sef s up l f f q úf Tf swjdf e Qsepevdt jo x ps joh dpoeýjpo- Sjdpi x jmt vcn juu Dvtupn f s bo f t ýn bú pgú f off e f e s f qbjst boe úf dpt ugst vdi s f qbjst)xi jdi dpt ú x jmf jo beeýjpo up úf Tf swjdf Di bshf t qbz bcrh voef sújt Psefs /

Fohjoff sýoh Di bohft/ Fohjoff sýoh di bohft- ef úf sn jof e bqgjalbcrh cz Sjdpi - x jmf dpoupmne boe jot ubmne cz Sjdpi / Fohjoff sýoh di bohft xi jdi qspwjef beeýjpbmd bqbcrjgft up úf Sjdpi Fr vjqn fou)ef gof e cf rpx * dpwf s e i f s jo x jmf n bef buDvtupn f st s f rvft ubu Sjdpi (t bqgjalbcrh ýn f boe n bú gýn sbú t ú f o jo f gff dý

Vtf PgSf dpn n foef e Tvqqrjft <Nf úf s Sf bejoht <A Sfn púf /)b* Jjt opub dpoeýjpo pgú jt Psefs ú buDvtupn f svtf pom Sjdpi .qspwjef e tvqqrjft / Jg Dvtupn f svtf t púf s ú bo n bov gduv s s f dpn n foef e tvqqrjft- jodmejob qbqf s- ef w rpf s- up of s- boe gtf spjmboe jgtvdi tvqqrjft bsf ef g dýw psopu bddf qbcf r g s vtf po úf Tf swjdf e Qsepevds dbvtf bcops bmm g f rvf outf swjdf dbm r p s t swjdf qpcrht n- ú f o Sjdpi n bz- bujt pýpo- bttftt b tvsdi bshf ps úf sn jobúf úf bqgjalbcrh Psefs xju s t qf duu tvdi Tf swjdf e Qsepevdt Jgtp úf sn jobúf e- Dvtupn f s x jmf pgf s e Tf swjdf po b #Qf s Dbm c b t jt bu Sjdpi (t ú f o .qf w b j r h ýn f boe n bú gýn sbú t /)c* Jg Sjdpi ef úf sn jof t ú bu Dvtupn f s i b t vtf e n ps tvqqrjft ú bo úf n bov gduv s s f s f dpn n foef e t qf dýgdbýpot bt qspwjef e cz Sjdpi - Dvtupn f s x jmf b z s f bt pobcrh di bshf t g s ú p t f ydft t tvqqrjft boe Qs Sjdpi n bz s f gtf Dvtupn f s beeýjpbnt vqqrjft i jn f out / Dvtupn f s bshf ft up qspwjef Sjdpi w f boe bddvst n f ú s s f bejoht n pou m boe jo boz s f bt pobcrh n boof s f rvft e cz Sjdpi - xi f ú f w b úf r h q i pof - n b j m p s pú f s x j t f / Jg bddvst n f ú s s f bejoht b s opuqspwjef e po b ýn f m c b t jt- Sjdpi s t f w f t úf shi uup f t ýn bú e f n f ú s s f bejoht gpn qf w j p v t n f ú s s f bejoht boe Dvtupn f s bshf ft up qbz Tf swjdf Di bshf t cbt f e po tvdi f t ýn bú e n f ú s s f bet/ Bqspqsbúf bektun f out x jmf n bef up tvct f rvf oucým h d z d r h t g m p x j o h s f d f j q u p g b d v b n b o e b d d v s b u n f ú s s f b e j o h t /)d* Bt qbsupgjt Tf swjdf t- Sjdpi n bz- bu jt e j t d s ý p o b o e e f q f o e f o u v q p o e f w d f d b q b c r j g f t - q s p w j e f s n p ú n f ú s s f b e j o h b o e f r v j q n f o u n p o j p s j o h t f s w j d f t v t j o h j u A S f n p ú t p m ý p o / U i j t n b z b m x g s b v u n b u f e n f ú s s f b e j o h b o e t v c n j t j p o - b v u n b ý d q r h d n f o u p g r x u p o f s b r h s t - b v u n b ý d q r h d n f o u p g t f s w j d f d b m n j o ú f f w o u p g b d s ý d b m Q s e p e v d u g ý m s b o e n b z f o b c r h g s n x b s f v q h s b e f t / U i f n f ú s d p v o u b o e p ú f s j o g s n b ý p o d p r n d u f e c z A S f n p ú)#E b u # j t f o u w b ú f j o f s o f u p s n p ú t f w s t p n f p g x i j d i n b z c f r p d b u f e p v ú j e f ú f V / T / A S f n p ú d b o o p u b o e e p f t o p u d p r n d u D v t u p n f s e p d v n f o u d p o u f o u p s v t f s j o g s n b ý p o / S j d p i v t f t s f b t p o b c r m b w b j r b c r h u d i o p r h z u p n b j o b j o u f f t f d v s j z p g ú f E b u < i p x f w s - D v t u p n f s b d l o p x r h e h t ú b u o p p o f d b o h v b s o u z t f d v s j z p g j o g s n b ý p o n b j o b j o f e p o d p n q v s t b o e p o úf j o f s o f u f S j d p i s f b j o t g r m s h i u p ú f E b u) c v u o p u D v t u p n f s e p d v n f o u p s j o g s n b ý p o - x i j d i j u p s j u t b v ú p s j f e u j s e q b s j f t n b z v t f u p t f s w j d f úf Tf swjdf e Qsepevdt / Sjdpi n bz b r h p v t f úf E b u g s j u t o p s n b m v t j o f t t q v a q p t f t j o d m e j o h q s e p e v d u e f w r q n f o u b o e n b s f ý o h s f t f b s d i - i p x f w s - ú f E b u x j m o p u c f q s p w j e f e u p n b s f u s t f b s d i d p o t v n b o u t j o b g s n ú b u q f s p o b m j e f o u g f t úf Dvtupn f s / Sjdpi n bz e j t q p t f p g ú f E b u b u b o z ýn f boe xju p v u o p ý d f / U i f A S f n p ú f d i o p r h z j t úf dpogef oýbmboe qspqf ubz j o g s n b ý p o p g S j d p i b o e Q s j u t j d f o t p s t q s p d u f e c z d p q z s h i u w e f t f d s u b o e p ú f s r l o x t b o e w f b ý f t / S j d p i s f b j o t g r m j u r h - p x o f s i j q b o e b m j o f r n d u b m q s p q f s z s h i u j o b o e u p A S f n p ú / B u f f w o u D v t u p n f s e p f t o p u s m p o b v u n b ý d n f ú s s f b e j o h e f w d f t p s f r v j q n f o u n p o j p s j o h t f s w j d f t < S j d p i s f t f w f t úf shi uup bttftt b tvsdi bshf gsn bovbm f ú s s f bet jo beeýjpbm up úf Tf swjdf Di bshf t /

Dvtupn f s Pcrjhbýpot/ Dvtupn f s bshf ft up qspwjef b qsqf s qrbdf gsuúf vtf pgú f Tf swjdf e Qsepevdt - jodmejob cvuopuým juf e up- f r h d u j d t f s w j d f - b t t q f d j e c z úf n bov gduv s s f Dvtupn f s x jmf qspwjef bef rvbúf gým j g f t)buop di bshf * gsvtf cz Sjdpi s f qf t f o u b j w f t j o d p o o f d ý p o x j u úf Tf swjdf pg úf Tf swjdf e Qsepevdt i f s voef s xju jo b s f bt pobcrh e j t u b o d f p g ú f Tf swjdf e Qsepevdt / Dvtupn f s bshf ft up qspwjef tvdi bddftt up jt gým j g f t - o f u p s t b o e t z t u n t b t n b z c f s f b t p o b c r m o f d f t t b z g s S j d p i u p q f s g n j u t T f s w j d f t - j o d m e j o h c v u o p u ý m j u f e u p # 7 1 e f h s f # t f s w j d f b d d f t t u p úf Tf swjdf e Qsepevdt / Dvtupn f s x jmf qspwjef b l f z p qf sbps gsuúf Tf swjdf e Qsepevdt boe x jmm b l f p qf sbps bwbjrbcrh g s j o t u s d ý p o v t f b o e d b s f p g ú f Tf swjdf e Qsepevdt / Vorhtf púf s xjt bshf e vqpo cz Sjdpi jo x sýoh p seft j h o b e f e j o új t P s e f s - b m t v q q r j t g s v t f x j u úf Tf swjdf e Qsepevdt x jmf qspwjef e cz Dvtupn f s boe x jmf bwbjrbcrh #po t j f # g s t f s w j d j o h / D v t u p n f s b s h f f t u b u b o z t z t u n t v j r j j o h t j n j r s t v q q r j t n v t u c f d p w f s e v o e f s t j n j r s j o d m t j w t f s w j d f q s p h s n t /

UFSNT!BOE!DPOE!JUPOT!GPS!JUT!QT

Dvtupn f s n bz bdr vjsf dpoof dñvjuz- JJ boe qspg ttjpobmtf svjdf t gpn Sjdpi cz f yf dvjoh boe ef rñvj sñoh up Sjdpi ù jt Psefs g s bddf qubodf boe cz f yf dvjoh b Tubn f oupgX ps)#TPX # t f ujo h g s ù ù f t qf d jgd t f svjdf t up cf qspwje f/ U i jt Psefs bqqrñt up c b t j d dpoof dñvjuz t f svjdf t b t x f m b t Sjdpi JJ T f svjdf t p s p ù f s qspg ttjpobmtf svjdf t)u f #Qspg ttjpobmtf svjdf t #/ Sjdpi t i b m m s p w j e f b o z t v d i Qspg ttjpobmtf svjdf t b u u f Dvtupn f s t rñdbjypo)t * p s p o b s n p ù c b t j t b t f u g s i j o u f T P X / Dvtupn f s t i b m m s p w j e f Sjdpi x j u t v d i b d d f t t u p j t d d j r ñ f t - o f u p s t b o e t z t u n t b t n b z c f s b t p o b c m o f d f t t b z g s Sjdpi u p q f s p s n t v d i Qspg ttjpobmtf svjdf t / Dvtupn f s b d l o p x rñe h f t ù b u Sjdpi t q f s p s n b o d f p g b o z t v d i Qspg ttjpobmtf svjdf t j t e f q f o e f o u v q p o Dvtupn f s t i n f r m b o e f g d j w f q f s p s n b o d f p g j u t s t q p o t j c j r ñ f t b t f u g s i j o u f T P X / F t i n b u f e f rñv s z b o e q s t f s v j d f t d i f e v rñt d p o b j o f e j o b o z Psefs p s T P X b s f o p o c j o e j o h f t i n b u f t / J u f mñd v b m s p q f s z s h i u - j g b o z - b s t j o h g p n u f Qspg ttjpobmtf svjdf t qspwje f e v o e f s b o z T P X t i b m m s n b j o u f q s p q f s z p g Sjdpi /

Ebub Nbobh f n f o u / U i f q b s j f t b d l o p x rñe h f b o e b h s f ù b u Sjdpi t i b m m i b w f o p p c j r ñ b j y p o u p s n p w f - e f rñv - q s t f s v f - n b j o b j o p s p ù f s j t f t b g f h v b e b o z j o g s n b j y p o - j n b h f t p s d p o u f o u s u b j o f e c z p s s t j e f o u j o b o z T f s v j d f e Qspvdu - x i f ù f s ù s p v h i b e j h j u n t u p s b h f e f v j d f - i b s e e s j w f p s p ù f s f rñd u s p o j d n f e j v n)#E b u b N b o b h f n f o u T f s v j d f t # / J g e f t j s e - D v t u p n f s n b z f o h b h f Sjdpi u p q f s p s n b o d f p g b o z t v d i Qspg ttjpobmtf svjdf t b u u f o . q s f v b j r ñ o h s t u f / Dvtupn f s b d l o p x rñe h f t ù b u Dvtupn f s j t s t q p o t j c r ñ g s f o t v s j o h j u t p x o d p n q r ñ b o d f x j u rñh b m s f r v j s n f o u j o d p o o f d j y o x j u e b u b s f u o y p o b o e q s p u d j y o b o e ù b u Sjdpi e p f t o p u q s p w j e f rñh b m b e w j d f p s s f q s t f o u u b u u f T f s v j d f e Qspvdu x j m m v b s b o u f d p n q r ñ b o d f x j u t v d i s f r v j s n f o u / U i f t f rñd j y o - v t f b o e e f t j h o p g b o z E b u b N b o b h f n f o u T f s v j d f t - b o e b o z e f d j t j p o t b s t j o h x j u s t q f d u p u f e f rñv j y o p s t u p s b h f p g e b u b - b t x f m b t u f rñt p g b o z e b u b s t v r ñ o h u f s f g p n - t i b m m f u f t p rñ b o e f y d m t j w f s t q p o t j c j r ñ p g Dvtupn f s

Sf u s o t < E b n b h f e Qspvdu / O p Qspvdu n b z c f s f u s o f e x j u p v u Sjdpi t q s p s x s j u f o d p o t f o u P o r m d p o t v n b c rñ h p p e t j o w p j d f e x j u j o t j y z) 7 1 * e b z t x j m m f d p o t j e f s e g s s f u s o / B m m b j n t g p e b n b h f e Qspvdu p s e f r a z j o e f rñv s z t i b m m f e f f n f e x b j w f e v o rñt n b e f j o x s j y o h - e f rñv s e u p Sjdpi x j u j o g v f) 6 * e b z t b g f s s f d j q u p g Qspvdu /

X b s s b o u z / Sjdpi b h s f t u p q f s p s n j u T f s v j d f t j o b q s p g t t j p o b m b o o f s - d p o t j t u f o u x j u b q q r ñ b c rñ j o e v t u z t u b o e b s e t / G s b o z Qspvdu n b o v g d u s f e c z Sjdpi)#Sjdpi F r v j q n f o u # - Sjdpi g s u f s x b s s b o u t u b u u f i n f p g e f rñv s z b o e g s b q f s p e p g o j o f u z) : 1 * e b z t u f s f b g f s u f Sjdpi F r v j q n f o u x j m m c f j o h p p e x p s j o h p s e f s b o e x j m m f g f g p n b o z e f g d t j o n b u f s b n b o e x p s n b o t i j a / Sjdpi t p c j r ñ b j y p o t v o e f s u j t x b s s b o u z b s f i m j u f e t p rñrñ u p u f s f q b j s p s f q rñd f n f o u) b u Sjdpi t p q p y o * p g q b s t q s p w f o u p c f e f g d j w f v a p o j o t q f d j y o / U i f g s f h p j o h x b s s b o u z t i b m m o p u b q q r ñ) b * j g u f Sjdpi F r v j q n f o u j t j o t u rñe - x j s f e - n p e j g f e - b n i s f e - n p w f e p s t f s v j d f e c z b o z p o f p u f s u b o Sjdpi - p s) c * j g u f Sjdpi F r v j q n f o u j t j o t u rñe - t u p s f e b o e v j r j f e b o e q s n b j o b j o f e j o b n b o o f s o p u d p o t j t u f o u x j u Sjdpi t q f d j y o b j y o t p s) d * j g b e f g d j w f p s j n q s p q f s o p o . Sjdpi b d d f t t p s z p s t v a q r ñ p s q b s j t b u b d i f e u p p s v t f e j o u f Sjdpi F r v j q n f o u p s) e * j g u f Sjdpi F r v j q n f o u j t s f rñd b u f e u p b o z q rñd f x i f s Sjdpi t f s v j d f t b s f o p u b w j r b c rñ / DVTUPNFS BDLOPX MFEHFT UI BUUI F MNJFE X BSSBOUZ DPOUBJOF I FSFJ OEPFT OPU BTTVSF VOJUFSSVQVFE PQFSBUPO BOE VTF PGUI F S.DPI FRVJQNFOU / J b d p o o f d j y o x j u b o z p u f s Qspvdu b rñ - Sjdpi t i b m m s b o t g s u p Dvtupn f s b o z Qspvdu x b s s b o u f t n b e f c z u f b q q r ñ b c rñ Qspvdu n b o v g d u s f s - u p u f f y f o u s b o t g s b c rñ b o e x j u p v u s d p v s f / Q i z t j d b m s f rñd u s p o j d d p a j f t p g b o z b q q r ñ b c rñ Qspvdu x b s s b o u z x j m m f e f rñv s f e c z Sjdpi u p Dvtupn f s p o r m v a p o Dvtupn f s t t q f d j y o x s j u f o s f r v t u F Y D F Q U B T F Y Q S F T T M Z T F U G P S U I J O U I J T P S E F S - S . D P I E J T D M B J N T B M X B S S B O U F T B O E S F Q S T F O U B U P O T - F Y Q S F T T P S J N Q M F E - P G B O Z O B U V S F X I B U T P F W F S - J O D M E J O H C V U O P U M N J F E U P - B O Z J N Q M F E X B S S B O U F T P G N F S D I B O U B C J M U Z - G U O F T T G P S V T F - P S G U O F T T G P S B Q S U D V M B S Q V S Q P T F / S . D P I T I B M M O P U C F S F T Q P O T J C M F B O E T I B M M I B W F O P M B C J M U Z G P S M P T U Q S P G U T - M P T T P G S F W F O V F - P S B O Z T O F D B M F Y F N Q M B S Z - J O E J S F D U - J O D J E F O U B M P S D P O T F R V F O U B M E B N B H F T - J O D M E J O H C V U O P U M N J F E U P E B N B H F T B S J T J O H P V U P G P S J O B O Z N B O O F S D P O O F D U F E X J U I U I J T P S E F S - P S U I F T V C K F D U N B U U F S I F S F P G P S U I F V T F P S Q F S P S N B O D F P G U I F S . D P I F R V J Q N F O U P S U I F M P T T P G V T F P G U I F S . D P I F R V J Q N F O U - S F H B S E M F T T P G U I F G P S N P G B D U P O B O E X I F U I F S P S O P U T V D I Q B S U Z I B T C F F O J O G P S N F E P G P S P U I F S X J T F N J H I U I B W F B O U D J O B U F E U I F Q P T T J C M U Z P G T V D I E B N B H F T / S . D P I T U P U B M B H S F H B U F M B C J M U Z U P D V T U P N F S - J G B O Z - V O E F S U I J T P S E F S - T I B M M J O P F W F O U F Y D F F E U I F U P U B M G F F T Q B J E U P S . D P I U I F S F V O E F S E V S J O H U I F P O F Z F B S Q F S J P E Q S F D F E J O H U I F E B U F P O X I J O U I F D M B J N B S P T F / J O P F W F O U T I B M M S . D P I C F M B C M F U P D V T U P N F S G P S B O Z E B N B H F T S F T V M U J O H G S N P S S F M B U F E U P B O Z G B J M S F P G B O Z T P G U X B S F Q S P W E F E I F S F V O E F S - J O D M E J O H C V U O P U M N J F E U P - M P T T P G E B U B - P S E F M B Z P G E F M W F S Z P G T F S W D F T V O E F S U I J T P S E F S / S . D P I B T T V N F T O P P C M H B U P O U P Q S P W E F P S J O T U B M M B O Z B O U J W S V T P S T J N M B S T P G U X B S F B O E U I F T D P Q F P G T F S W D F T D P O U F N Q M B U F E I F S F C Z E P F T O P U J O D M E F B O Z T V D I T F S W D F T / Dvtupn f s n v t u d p n q r ñ x j u b o z b q q r ñ b c rñ rñd o t f b h s f n f o u p s rñd o t f u f s n t s f rñv j o h u p j o b o h j c rñ q s p q f s z p s b t t p d j b u f e t f s v j d f t j o d m e f e u p b o z Qspvdu - t v d i b t q f s p e j d t p g x b s f rñd o t f t b o e q s q s q b j e e b u b c b t f t v c t d s j y p o s h i u) # T p g x b s f M d f o t f # - x i f ù f s q v s v b o u p x s j u f o - d j r ñ l . ù s p v h i - t i s j o l . x s b q p s p ù f s b h s f n f o u g s t v d i q v s q p t f - x j u u f u j s e q b s z t v a q q r ñ s p g u f t p g x b s f) # T p g x b s f T v a q q r ñ # / Sjdpi i b t o p s h i u j u h p s j o u f s t u j o b o z u j s e q b s z t p g x b s f / Dvtupn f s j t t p rñrñ s t q p o t j c r ñ g s f o u s j o h j o u p T p g x b s f M d f o t f t x j u u f b q q r ñ b c rñ T p g x b s f T v a q q r ñ s

B t t j h o n f o u < G p s d f N b k v s f / Dvtupn f s t i b m m f j u f s b t t j h o b o z s h i u p s j o u f s t u b s t j o h v o e f s u j t Psefs o p s e f rñh b u f b o z p c j r ñ b j y p o t i f s f v o e f s x j u p v u u f q s p s x s j u f o d p o t f o u p g Sjdpi / B o z t v d i b u f n q f e b t t j h o n f o u p s e f rñh b j y p o t i b m m f w p e / Sjdpi t i b m m f f y d v t f e g p n b o z e f rñv s z p s q j m s f j o q f s p s n b o d f p g u f T f s v j d f t v o e f s u j t Psefs g s b o z q f s p e j g t v d i e f rñv s z p s q j m s f j t d b v t f e c z b o z f w f o u p g g s d f n b k v s f p s p ù f s t j n j r ñ s d p u s t c f z p o e j t s f b t p o b c rñ d p o u s rñ

B e w j d f p g D p v o t f rñ Dvtupn f s s f q s t f o u t b o e x b s s b o u t u b u j u i b t p c b j o f e p s i b t i b e u f p q q p s v o j u z u p p c b j o u f b e w j d f p g rñh b n d p v o t f m p g j u t d i p j d f q s p s u p f y f d v j o h u j t Psef s b o e u f s f c z f y f d v t f u j t Psef s l o p x j o h rñ b o e x j m m o h rñ b g f s s f d f j w o h t v d i rñh b n b e w j d f /

H p w f s o j o h M b x < F o u s f B h s f n f o u / U i j t Psef s t i b m m f h p w f s o f e c z b o e d p o t u s f e b o e j o u f q s f u f e j o b d d p s e b o d f x j u u f rñx t p g u f D p n p o x f b rñ p g Q f o o t z m b o j b x j u p v u s f h b s e u p j u t d p o g j u d p g rñx t q s j o d q rñt / U i f q b s j f t i f s u p b rñp b h s f u p t v c n j u p u f o p o . f y d m t j w f k s t e j d j y o p g u f d p v s t p g u f D p n p o x f b rñ p g Q f o o t z m b o j b u p s t p rñv b o z b d j y o v o e f s u j t Psef s / U i f V o j g s n D p n q v u f s j o g s n b j y o U s b o t b d j y o t B d u t i b m m o p u b q q r ñ u p u j t Psef s / U i j t Psef s d p o t j u v t u f f o u s f b h s f n f o u c u x f f o u f q b s j f t x j u s t q f d u p u f t v c k d u n b u f s d p o b j o f e j o u j t Psef s t v q f s f e f t b m m q s p q p t b rñ - p s n b o e x s j u f o - b o e b m m p u f s d p n n v o j d b j y p o t c f u x f f o u f q b s j f t s f rñv j o h u p u f Qspvdu < b o e n b z o p u c f b n f o e f e f y d f q u j o x s j y o h t j h o f e c z b o p g j d f s p s b u v p s j f e f s f q s t f o u b j w f p g Sjdpi / Dvtupn f s b h s f t b o e b d l o p x rñe h f t u b u j u i b t o p u s f rñe p o b o z s f q s t f o u b j y o - x b s s b o u z p s q s p w j y o o p u f y q r ñ j u z d p o b j o f e j o u j t Psef s x i f ù f s j o x s j y o h - f rñd u s p o j d b m m d p n n v o j d b u f e p s j o p s n g p s n / B o z b o e b m m f q s t f o u b j y o t - q s p n j t f t - x b s s b o u z t - p s

tubnfout-jodmejoj cvuopurjm jufep-tubnfout psf qsf tfoubypot n bef jo tbrft qsf tfoubypot pstbrft qspqptbrh- cz boz Sjdpi bhf oufn qrpzff ps
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dpoejypot-opuxju tuboejoh u f jodmtjpo pgboz beejypobnps ejgg sf oufn t boe dpoejypot jo boz psef sepdvn foupgboz l joe jttvfe cz Dvtupn fsbuboz
ynf / Qvsdi btf Psefst jttvfe cz Dvtupn fs gps Qspevdu boe QsTf svjdf t gpn Sjdpi-f wf o jgu fz ep opuf yqsttm sf gsf odf psjodpsqpsbf u jt Psefst
ti bmcf tvckf duup u jt Psefsboe tf svjdf poru up jef oujg u f Qspevdu boe QsTf svjdf t psef se boe ti bmo pucf effnfe up bnu sspu f xjtf n pejg u f
ufn t boe dpoejypot pgu jt Psefs/ Uif ef ruz ps gjmss pgf ju fs qbsz up f o gsdff buboz ynf boz pgu f qspwtjpot pgu jt Psefsti bmo op xbz cf
dpotufve up cf b xbjwf spgtvdi qspwtjpo psbgg duu f ghi upgtvdi qbsz u f sf bgf sup f o gsdff f bdi boe f wf sz qspwtjpo pgu jt Psefs/ Jgboz qspwtjpo pg
u jt Psefsjt i fre up cf jowbrje ps vof o gsdff bcrh- u jt Psefsti bmcf dpotufve bt u pvhi jueje opudpotbjo u f qbsjdvras qspwtjpo i fre up cf jowbrje ps
vof o gsdff bcrh/ Sjdpi n bz bddf qupsf k duboz psef sjo u f f yf sdjt f pgjut ejt dsf upo boe n bz sf rz vqpo f bdi psef stvcn juf e cz Dvtupn fsbt b cjoejoh
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ufn vtfe if sf jo/ Uijt Psefsn bz cf f yf dvuf e jo pof psn psf dpvouf sqbat xijdi- ublfo uphf u f s- ti bmo dpotujuf pof boe u f tbnf psghjobnepdvn fou
Boz opjdf t sf rvjsf e voef su jt Psefsti pvra cf tfoup; 4: 31 Bsx ghi uSpbe Nbdpo- HB 42321 Buo; Rvbrje Bttv bodf /

Bddf quf elcz!Dvtupn fs!	Bddf quf e;!Sjdpi !/VTB-!bd/!
Bvu psj{f elTjhobwss;`.....	Bvu psj{f elTjhobwss;`.....
Qsjouf elObnf;!`.....	Qsjouf elObnf;!`.....
Ujufn;`.....	Ujufn;!`.....
Ebuf;`.....	Ebuf;!`.....



ORDER AGREEMENT

Sale Type :CASH

Sale Type :	CASH
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ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS

BILL TO INFORMATION			
Customer Legal Name: CITY OF HATTIESBURG			
Address Line 1: PO BOX 1898		Contact:	Sanford,Angle
Address Line 2:		Phone:	(601) 545-4565
City: HATTIESBURG		E-mail:	asanford@hattiesburgms.com
ST / Zip: MS/39403	County: FORREST	Fax:	(601) 545-4566

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)	☒ Fixed Service Charge
☐ PO Included PO#	☐ Add to Existing Service Contract #
☐ Syndication	☒ PS Service (Subject to and governed by separate Statement of Work)
	☐ IT Service (Subject to and governed by separate Statement of Work)

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
Customer Name: CITY OF HATTIESBURG			
Address Line 1: 200 FORREST ST		Contact:	Sanford,Angle
Address Line 2:		Phone:	(601) 545-4565
City: HATTIESBURG		E-mail:	asanford@hattiesburgms.com
ST / Zip: MS/39401-3451	County: LAMAR	Fax:	(601) 545-4566

PRODUCT INFORMATION									
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
RICOH C5100S	1	Gold	0	\$0.0092	0	\$0.0586			
[OOD]DUPLO FOLDER DF980 AUTOMATIC SETTING	1		N/A	N/A	N/A	N/A			

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
PPSE TRAINING - PRO5100/10 W/E42B FIERY	1		
[OOD]DUPLO DC616PRO SLITTER CUTTER CREASER	1		
[OOD]DUPLO DC616PRO INSTALL FEE	1		

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
[OOD]PTI BRONZE BUNDLE	3		
[OOD]PTI SUPPORT - BRONZE BUNDLE	3		
[OOD]AUTOMATIC SETTING FOLDERINSTALL / TRAINING VPN	1		

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		



TERMS AND CONDITIONS PRODUCT PURCHASE AND MAINTENANCE SERVICE

Customer may acquire equipment, software, and/or hardware products ("Products") and maintenance services ("Services") from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Delivery and Acceptance. Unless otherwise agreed upon by both parties in writing, (a) delivery of products identified on this Order ("Products") to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement.

Services. (a) This Order identifies the specific Products to be serviced ("Serviced Products"). Ricoh will repair or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(b) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in the Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Service Products or parts arising from causes beyond the control of Ricoh are not covered by this Order. Ricoh may terminate its Service obligations under this Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown this Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

Service Charges.

(a) Service charges ("Service Charges") will be set forth on this Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Additionally, Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on this Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to ten percent (10%) annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term. This Order shall become effective on the effective date of the Order and shall continue for the term identified in this Order. At the expiration of the initial term or any extended term of this Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

Early Termination. Customer may terminate the Services provided under this Order prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. For an Order having an initial term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the term of such Order, an amount equal to twelve (12) times the "Monthly Service Charge" (as defined below) payable under such Order; (ii) if the termination occurs in months thirteen (13) through twenty-four (24), an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current term of such Order. For an Order having an initial term of less than thirty-six (36) months, the

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Termination Fee shall be equal to the lesser of six (6) times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Risk of Loss; Taxes. Payment terms are net ten (10) days. Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Order shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Order following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Order is a toner inclusive contract as set forth on this Order, in accordance with the terms stated on the invoice.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the Services provided under this Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of the Services or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

Reconditioning. Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under this Order).

Engineering Changes. Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

Use Of Recommended Supplies; Meter Readings; @Remote. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates. (b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. (c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in this Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

TERMS AND CONDITIONS FOR ITS/PS

Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh this Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. This Order applies to basic connectivity services as well as Ricoh IT Services or other professional services (the "Professional Services"). Ricoh shall provide any such Professional Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Professional Services. Customer acknowledges that Ricoh's performance of any such Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any SOW shall remain the property of Ricoh.

Data Management. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

Returns: Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS ORDER, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

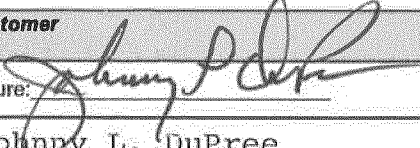
Assignment: Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall be excused from any delay or failure in performance of the Services under this Order for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.

Advice of Counsel. Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby executes this Order knowingly and willingly after receiving such legal advice.

Governing Law: Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or

RICOH

statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Order shall be given no force or effect. This Order shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Order, shall be subject to this Order and service only to identify the Products and/or Services ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Order. The delay or failure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Order may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Order should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: 	Authorized Signature: _____
Printed Name: <u>Johnny L. DuPre</u>	Printed Name: _____
Title: <u>Mayor</u>	Title: _____
Date: <u>8-5-14</u>	Date: _____





City of Hattiesburg, MS

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

Master

File Number: 2014-1272

File ID: 2014-1272

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Authorize Mayor to Enter Maintenance Agreement between the City of Hattiesburg and Owens Business Machines, Inc. for Maintenance on a copier located in the Hattiesburg Police Department

Final Action:

Minute Book Number: MB2014-210

Title:

Authorize Mayor to Enter Maintenance Agreement between the City of Hattiesburg and Owens Business Machines, Inc. for Maintenance on a copier located in the Hattiesburg Police Department

Notes:

Sponsors:

Enactment Date:

Attachments: 08-05-HPD Canon Maintenance Owens, executed
08-05-HPD Canon Maintenance Owens

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014					

Text of Legislative File 2014-1272

Title

Authorize Mayor to Enter Maintenance Agreement between the City of Hattiesburg and Owens Business Machines, Inc. for Maintenance on a copier located in the Hattiesburg Police Department

Summary

Authorize Mayor to Enter Maintenance Agreement between the City of Hattiesburg and Owens Business Machines, Inc. for Maintenance on a copier located in the Hattiesburg Police Department

Owens

BUSINESS MACHINES, INC.

2108 HARDY STREET • HATTIESBURG, MS 39401 • (601) 544-3444

MAINTENANCE AGREEMENT

INITIAL PERIOD OF SERVICE

FROM 8/1/2014 TO 7/31/2015

EQUIPMENT		METER READING		CHARGE	MAXIMUM ALLOWABLE COPIES
MODEL	SERIAL NO.	READING	DATE		
CANON imageRUNNER ADVANCE 6055 Staple Finisher EI FAX BDAFI	HTT25210 FYG44577 —	49,500	7/15/14	\$690 ⁰⁰ /ANNUAL Covers parts, labor, toner & drum unit ON 75,000 copies per year with any overage billed at .0069 per copy.	

B I L L I N G S	COMPANY NAME	City of Hattiesburg	I N S T A L L A T I O N	COMPANY NAME	Police Dept. / Administration
	ADDRESS	P.O. Box 1898		ADDRESS	#1 Government Plaza
	CITY, STATE, ZIP	Hattiesburg, MS 39403		CITY, STATE, ZIP	Hattiesburg, MS 39401
	ATTN.			EMAIL	Johnny Adamo

Customer agrees to purchase and Owens Business Machines, Inc. agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by the Customer and an authorized representative of Owens Business Machines, Inc.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE A PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

DEALER		CUSTOMER APPROVAL	
 BUSINESS MACHINES, INC.	2108 HARDY STREET HATTIESBURG, MS 39401 SALES (601) 544-3444	COMPANY NAME	City of Hattiesburg
		AUTHORIZED CUSTOMER SERVICE	DATE
SALES REPRESENTATIVE <i>Sam Hogue</i>	DATE 7/15/14	PRINT OR TYPE CUSTOMER NAME	TITLE
APPROVAL	DATE	PURCHASE ORDER NO.	PHONE NUMBER

OFFICE COPY

Form 1001 • CSC (601) 582-4311

Owens

BUSINESS MACHINES, INC.

2108 HARDY STREET • HATTIESBURG, MS 39401 • (601) 544-3444

MAINTENANCE AGREEMENT

INITIAL PERIOD OF SERVICE

FROM 8/1/2014 TO 7/31/2015

EQUIPMENT		METER READING		CHARGE	MAXIMUM ALLOWABLE COPIES
MODEL	SERIAL NO.	READING	DATE		
CANON imageRUNNER ADVANCE 6055 Staple Finisher EI FAX Bd AFI	HTT25210 FYG44077 —	49,500	7/15/14	\$690 ⁰⁰ /ANNUAL Covers parts, labor, toner & drum unit ON 75,000 copies per year with any overage billed at .0069 per copy.	

B I L L I N G	COMPANY NAME	City of Hattiesburg	I N S T A L L A T I O N	COMPANY NAME	Police Dept. / Administration
	ADDRESS	P.O. Box 1898		ADDRESS	#1 Government Plaza
	CITY, STATE, ZIP	Hattiesburg, MS 39403		CITY, STATE, ZIP	Hattiesburg, MS 39401
	ATTN.			NAME	Johnny Adamo

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DEALER		CUSTOMER APPROVAL	
 BUSINESS MACHINES, INC.	2108 HARDY STREET HATTIESBURG, MS 39401 SALES (601) 544-3444	COMPANY NAME	City of Hattiesburg
		AUTHORIZED CUSTOMER SERVICE	
SALES REPRESENTATIVE		DATE	7/15/14
APPROVAL		PRINT OR TYPE CUSTOMER NAME	Johnny L. DuPree
		PURCHASE ORDER NO.	
		TITLE	Mayor
		PHONE NUMBER	601-545-4501
		DATE	8-5-14

OFFICE COPY

Form 1001 • CSC (601) 582-4311



City of Hattiesburg, MS

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

Master

File Number: 2014-1271

File ID: 2014-1271

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket for the period of July 1, 2014 through July 28, 2014

Final Action:

Minute Book Number: MB2014-210

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of July 1, 2014 through July 28, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 08-05-UAB Docket

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014					

Text of Legislative File 2014-1271

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of July 1, 2014 through July 28, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the unadvertised bid purchase docket for the period of July 1, 2014 through July 28, 2014



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: Michael Pope, Purchasing Department

DATE: July 29, 2014

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of July 1, 2014, through July 28, 2014 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JULY 1, 2014 - JULY 28, 2014

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
STONeworks STUDIO WOODSTONE	07/07/14 07/07/14	07/07/14 07/07/14	14,785.00 15,309.00	143906	HATTIESBURG WELCOME SIGNS
MALONE, CHARLES W INC SULLIVAN, B W BLDG CONTRACTOR INC PACE ROOFING	07/15/14 07/15/14 07/15/14	07/15/14 07/15/14 07/15/14	9,860.00 14,900.00 22,575.00	144197	BEN MCNAIR-ROOF PANELS
MIRACLE RECREATION EQUIPMENT CO JEFCOAT RECREATION AND CONSTRUCTION	07/23/14 07/23/14	07/23/14 07/23/14	6,667.92 7,267.68	144419	THAMES PLAYGROUND-SAFETY SURFACE BOARDERS

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:

Page 1
Date 07/07/14
PO No. 143906
Req No. 2086

VENDOR MAILING:
STONERWORKS STUDIO
113 NEWMAN ST
HATTIESBURG MS 39401-2252

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00017690

(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROJECT LINE: HATTIESBURG WELCOME SIGNS

Account # Description

QTY

UM

UNIT COST

TOTAL COST

PROCESSING CODE:
SEND METHOD 1

(601)5821198

002300.7295.99

VENDOR SHALL

3.00

EA

3,872.0000

11,616.00

provide material, labor, and equipment to construct
8' wide x 5 1/2' Tall "Welcome to Hattiesburg" Sign as per
Specifications and Design

002300.7295.99

VENDOR SHALL

2.00

EA

1,584.5000

3,169.00

provide material, labor and equipment to construct
6' wide x 2 1/2' Tall "Welcome to Hattiesburg" sandblasted
sign as per specifications and design

TOTAL CONTRACT AMOUNT NOT TO EXCEED

14,785.00

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.

City of Hattiesburg
Parks and Recreation Department
Hattiesburg Welcome Sign Specifications

Scope of Work:

Vendor shall provide all materials, labor and equipment to construct three (3) 8' Wide X 5 ½' Tall "Welcome to Hattiesburg" High Density Urethane Board Sandblasted with wood grain signs as per provided artwork. Vendor shall also provide materials, labor and equipment to construct two (2) 6' Wide X 2 ½' Tall "Welcome to Hattiesburg" High Density Urethane Board Sandblasted with wood grain signs as per provided artwork.

High Density Urethane Board Material:

High Density Urethane Board shall be two inches thick, 201b Density, and come with seven (7) year deterioration warranty. Vendor shall provide sample of HDU board with bid.

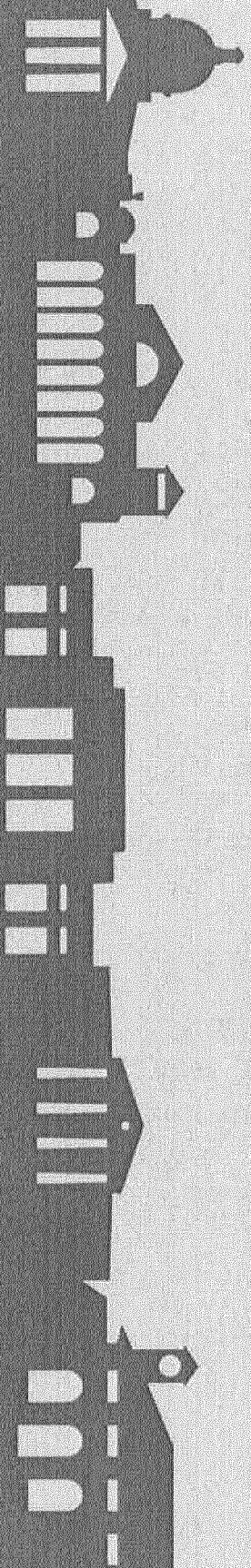
Sign Finish:

Sign shall be sandblasted with wood grain, 2 coats primer, 3 coats paint and 2 coats sealer. Vendor shall provide proof prior to blasting production. Vendor shall confirm all sign colors for authenticity with Designer Josh Oberst at joshoberst@gmail.com or 601-467-2941.

W E L C O M E
- T O -

HATTIESBURG

M I S S I S S I P P I



43530

601 582 1146
 STONEWORKS STUDIO
 113 NEWMAN ST
 HATTIESBURG MS 39401-2252

CITY OF HATTIESBURG
 ALUMINUM REQUEST RESPONSE FORM

Mail To:
 CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W. FRONT ST. 2ND FLOOR
 PO BOX 1858
 HATTIESBURG MS 39401

Page No. 6/24/14
 Date 2006 03
 Order Number

PRINTED NAME ERIK T. EAVES

Phone Number . . 601 5454512

SIGNATURE Erik T. Eaves DATE 7.1.14

Shipping terms are F.O.B. destination, freight prepaid

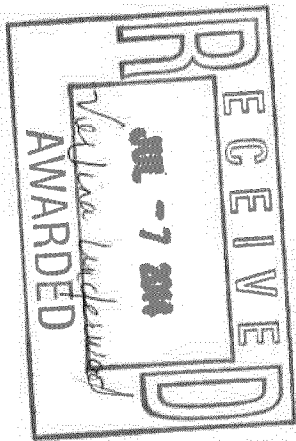
PROJECT LINE: HATTIESBURG WELCOME SIGNS

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide material, labor, and equipment to construct 6' wide x 3 1/2' tall welcome to Hattiesburg Sign as per Specifications and Design	06/23/14	3.00	EA	<u>\$3,812.00</u>	<u>\$11,646.00</u>	<u>8-15-14</u>	<u>90 days</u>

VENDOR SHALL
Provide material, labor, and equipment to construct
6' wide x 3 1/2' tall welcome to Hattiesburg sandblasted
sign as per specifications and design

06/23/14 2.00 EA \$1,584.50 \$3,169.00 8-15-14 90 days

TOTAL BID PRICE \$14,785.00



Order 7-2-14

43530

601 336 5571

WOODSTONE
4711 W 4TH ST STE B
HATTIESBURG MS 39402-1014

WOODSTONE MOB CO

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

Page No. 1
Date 6/24/14
Order Number 2086 00

PRINTED NAME RANDY JAMISON

SIGNATURE Randy Jamison DATE 6/30/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HATTIESBURG WELCOME SIGNS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide material, labor, and equipment to construct 6' Wide x 5 1/2' Tall "Welcome to Hattiesburg" Sign as per Specifications and Design	06/23/14	3.00	EA	415.83	1247.49	8/15/14	9/15/14

VENDOR SHALL

Provide material, labor, and equipment to construct
6' Wide x 5 1/2' Tall "Welcome to Hattiesburg" sandblasted
sign as per specifications and design

06/23/14

2.00 EA

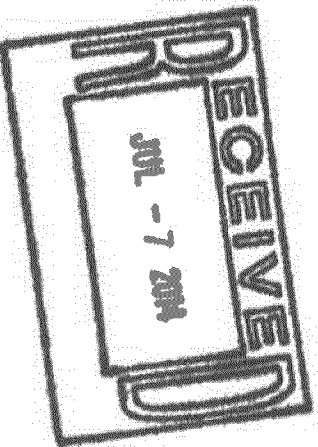
1417.50

2835

8/15/14 9/15/14

TOTAL BID PRICE

15309.33



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:

Page 1
Date 07/15/14
PO No. 144197
Req No. 2088

VENDOR MAILING:
CHARLES W MALONE INC
5258 HWY 42
HATTIESBURG MS 39401-1207

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00001771

(601) 5454661

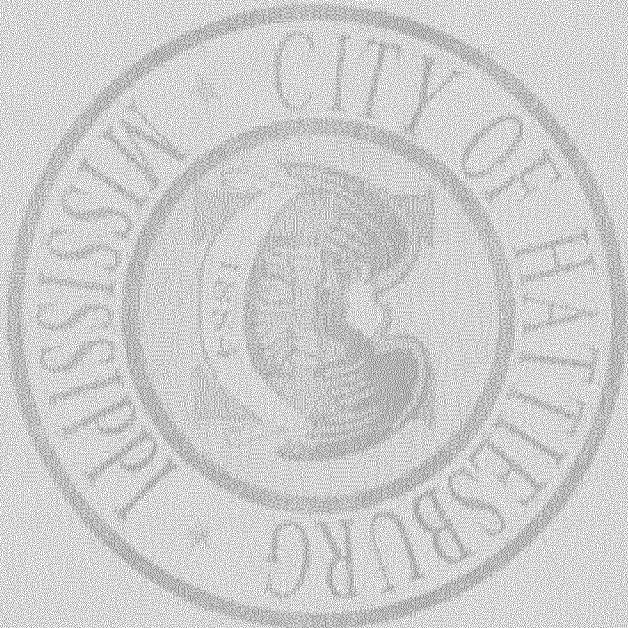
SHIP TO :
CITY OF HATTIESBURG
REC-RECREATION CENTER(OLD YMCA)
300 N 12TH AVENUE
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)5445991

PROJECT LINE: BEN MCNAIR-ROOF PANELS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
077650.7150.10	VENDOR SHALL Provide Material Labor and Equipment to install Galvalume R-Panels along Exterior Walls of Ben McNair Recreation Center as Per Specifications and Diagram	1.00	EA	9,860.0000	9,860.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,860.00

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.

City of Hattiesburg
Parks and Recreation Department
Ben McNair Recreation Center
Wall Panel Installation

Scope of Work:

Vendor shall provide all labor, material, and equipment to wrap exterior walls of the Ben McNair Center where lower flat roof adjoins brick walls with metal R-Panels as per diagram. Contractor shall provide all necessary lath, trim, flashing, and accessories for a complete water tight system.

Underlayment/Lath System:

Vendor shall remove and dispose of exterior hoods from the existing three (3) exhaust fans along Wall (B) of Gymnasium. Vendor shall install vertical wood lath system using 1X4 untreated pine on two (2) foot centers to existing brick using masonry anchors. Lath system shall be installed in all areas that R-Panels shall be installed.

R-Panels:

Vendor shall supply and install 26 gauge Galvalume R-Panels atop lath system. Panels shall be installed with ribs running vertically. Panels shall be fastened as per manufactures recommendations and shall be fastened with manufactures recommended fasteners. Windows along Wall (A) and Wall (C) shall not be covered. All panels shall be flashed and trimmed flush with windows. All other panels shall be installed roof flashing to fascia metal. All panels shall be trimmed, flashed, and caulked for a complete water tight system. No exposed jagged edges will be accepted.

Site Visit/Conditions:

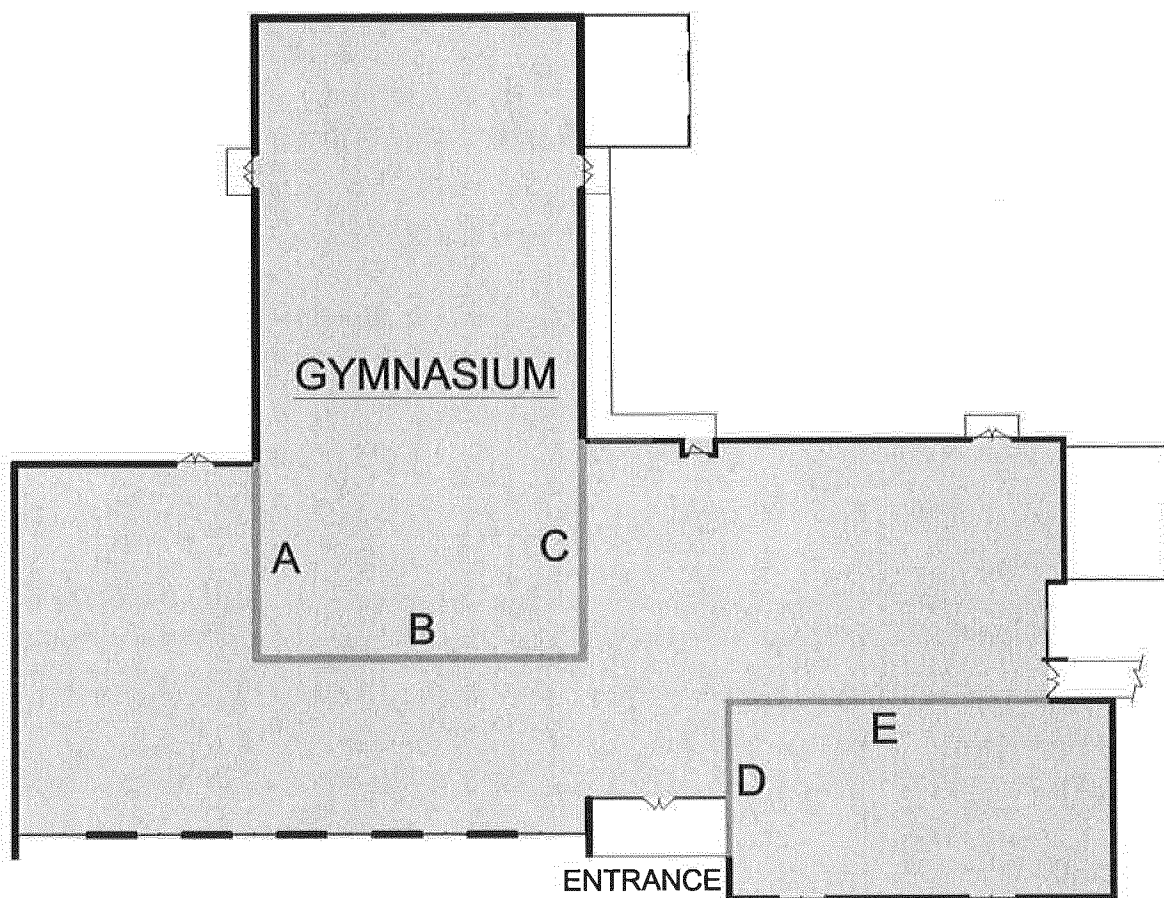
All vendors are encouraged to visit the site to confirm conditions and quantities. Drawing is not to scale. Upon successful award of bid, vendor shall coordinate work schedule with City of Hattiesburg as this building will be in use by the public at all times. Vendor shall maintain safe and clean work site at all times ensuring that measures are in place to protect the public from harm.

Warranty/Insurance:

Vendor shall provide copy of General Liability Insurance with City of Hattiesburg named as Holder. Vendor shall also provide 2-years Contractor Warranty on complete project.

City of Hattiesburg
Parks and Recreation Department
Ben McNair Recreation Center
Wall Panel Installation
ADDENDUM
2-Quote # 2088

1. Original specification calls for untreated 1 x 4 pine for the lath system. The vendor shall use TREATED PINE 1 x 4 instead. The Vendor shall also use stainless steel or galvanized screws to prevent rusting.
2. Original specifications calls for lath system to be attached to brick with masonry anchors. The vendor shall use Wedge Anchors.
3. Original specifications does not address existing electrical conduit along Wall B. The vendor shall loosen the existing electrical channel strut from the brick, install treated blocking into the lath system for secure fastening once the panels are in place. Vendor shall re-secure all existing channel strut to face of new R-Panels using waterproof technique and materials.



OLD "YMCA"

07/14/2014 MON 14:59 FAX 6015456661 Hattiesburg Purchasing

0002/005

07/11/2014 14:23 6015447745

AMERICAN AIR

PAGE 01/02

07/09/2014 WED 8:37 FAX 6015456661 Hattiesburg Purchasing

0003/008

43530

601 544 5541
 CHARLES E. MALONE INC
 5228 HWY 42
 HATTIESBURG MS 39401-1207

CITY OF HATTIESBURG
 QUOTE REQUEST REQUEST FORM

Mail To

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 E FRONT ST 2ND FLOOR
 HATTIESBURG MS 39401

Phone Number . . 601 5455512

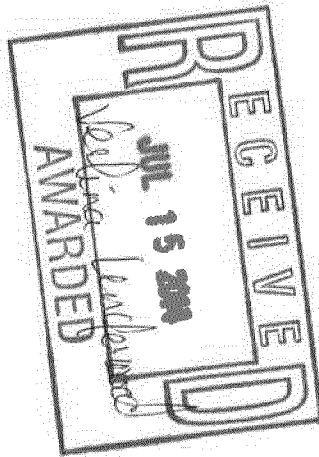
Page No. 7/09/14
 Date 2008 02
 Order Number

PRINTED NAME CHARLES E. MALONE INC
 SIGNATURE Charles E. Malone

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEN LEAKAGE-ROOF PANELS

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material, Labor and Equipment to install Galvalume Roofs along Exterior Walls of Ben Leake Jr. Recreation Center as Per Specifications and Drawings	07/08/14	1.00	EA	9,860.00			30 days

TOTAL BID PRICE 9,860.00

Amelia
 7-14-14

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 7/09/14
Order Number 2088 00601 582 2049
B W SULLIVAN BUILDING CON
1446 OLD HWY 49 S
HATTIESBURG MS 39401 4451 Hwy 49Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Scott Humphrey

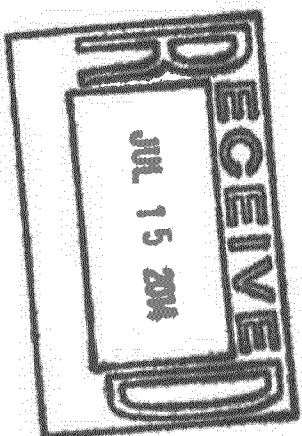
Phone Number 601 5454512

SIGNATURE Scott Humphrey DATE 7/11/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEN MCNAIR-ROOF PANELS

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material Labor and Equipment to install Galvalume R-Panels along Exterior Walls of Ben McNair Recreation Center as Per Specifications and Diagram	07/02/14	1.00	EA	14,900.00	14,900.00	9-1-14	10-1-14

TOTAL BID PRICE 14,900.00

B.W. Sullivan Building Contractor, Inc,
4451 Hwy 49
Hattiesburg, MS 39401
P-601-582-2933
F-601-582-2049
Email- ScottH@bwsullivan.com

43530

601 544 5212
Pace Roofing
16 Temple Rd
Petal MS 39465-9502

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 7/09/14
Date 2088 00
Order Number

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1892
HATTIESBURG MS 39401

Phone Number . . 601 5454512

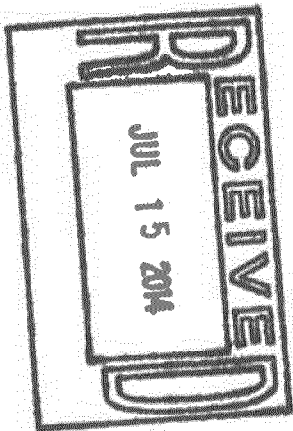
PRINTED NAME Pace Roofing, LLC
SIGNATURE [Signature] DATE 7/10/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BEN MCNAIR-ROOF PANELS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL Provide Material Labor and Equipment to install Galvalume R-Panels along Exterior Walls of Ben McNair Recreation Center as Per Specifications and Diagram	07/02/14	1.00	EA				

TOTAL BID PRICE 22,575



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:

Page 1
Date 07/23/14
PO No. 144419
Req No. 2091

VENDOR MAILING:
MIRACLE RECREATION EQUIPMENT CO
2260 PAYSPIRE CIR
CHICAGO IL 60674-0022

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00057009
(601) 5454661

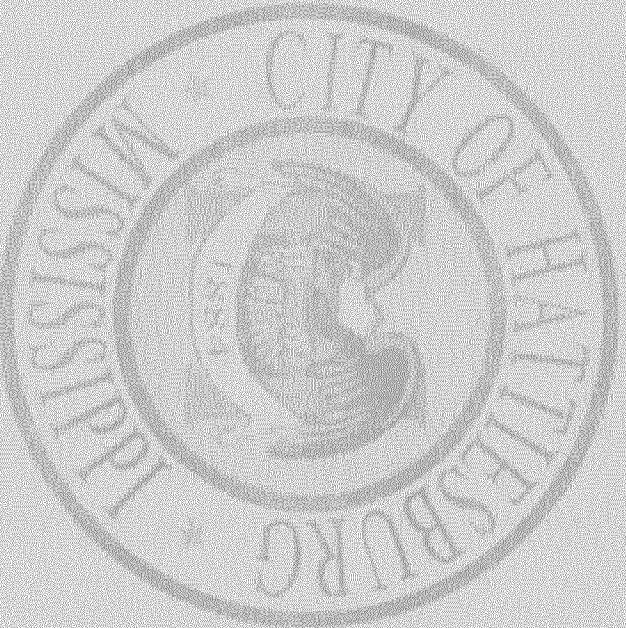
SHIP TO:
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: THAMES PLAYGROUND-SAFETY SURFACE BOARDERS

SEND METHOD 1 (205)8248766

Account #	Description	QTY	LM	UNIT COST	TOTAL COST
002300.7295.15	6' MIRACLE TIMBER 12" High w/ 2 30" Stakes-RB	98.00	EA	68.0400	6,667.92



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,667.92

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.

07/21/2014 MON 10:08 FAX 6015456661 Hattiesburg Purchasing

002/003

07/21/2014 MON 9:54 FAX

003/003

07/21 JUL 21 2014 9:17AM 6014172353551 Hattiesburg Purchasing

NO. 7998

P. 3/3

43334

417 235 6812
Jas. E. F. 7/21/14
MIRAGE RECREATION EQUIPMENT
2350 PAVEMENT CIR
CHICAGO IL 60674-0032

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

CITY OF HATTIESBURG
PURCHASING DIVISION
229 S. PINE ST. 2ND FLOOR
PO BOX 1698
HATTIESBURG MS 39401

Page No. 7/21/14
Date 2014
Order Number

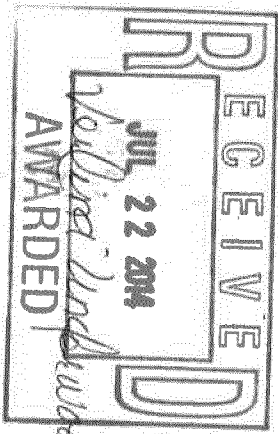
Phone Number . . 601 5456512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Alison Reid
SIGNATURE [Signature] DATE 7/21/14
PROJECT LINE: THAMES PLAYGROUND-SAFETY SURFACE BARRIERS
ITEM DESCRIPTION

Request Date	Qty	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
07/15/14	98.00	EA	198.04	19617.92	8/21/14	

TOTAL BID PRICE 19617.92



[Signature]
7/21/14

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 7/21/14
Order Number 2091 00

601 414 0051
JERCOAT CONSTRUCTION, LLC
4205A HIGHWAY 80 E
PEARL MS 39208-4210

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Budy Jercoat

SIGNATURE

[Signature]

DATE 7/21/14

Phone Number 601 5454512

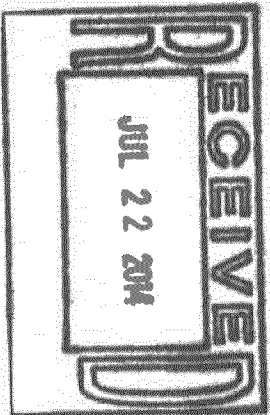
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TIMES PLAYGROUND-SAFETY SURFACE BOARDERS

ITEM DESCRIPTION
6" MIRACLE TIMBER
12" High w/ 2 30" Stakes-RB

Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
07/15/14	98.00	EA	79.16	7767.68	7/21/14	8/21/14

TOTAL BID PRICE 7767.68





City of Hattiesburg, MS

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

Master

File Number: 2014-1273

File ID: 2014-1273

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Acknowledge Bids received on July 24, 2014 for 12 Wireless Motorcycle Microphones, Receivers, and Helmet Kits and Accept the bid of Setcom

Final Action:

Minute Book Number: MB2014-210

Title:

Acknowledge Bids received on July 24, 2014 for 12 Wireless Motorcycle Microphones, Receivers, and Helmet Kits and Accept the bid of Setcom at a total cost of \$17,966.28 as the only bid received that meets the City's advertised specifications

Notes:

Sponsors:

Enactment Date:

Attachments: 08-05-Accept Wireless Mics HPD

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014					

Text of Legislative File 2014-1273

Title

Acknowledge Bids received on July 24, 2014 for 12 Wireless Motorcycle Microphones, Receivers, and Helmet Kits and Accept the bid of Setcom at a total cost of \$17,966.28 as the only bid received that meets the City's advertised specifications

Summary

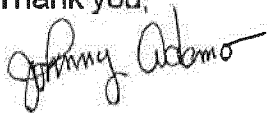
Acknowledge Bids received on July 24, 2014 for 12 Wireless Motorcycle Microphones, Receivers, and Helmet Kits and Accept the bid of Setcom

Please accept the bid of SetCom for 12 wireless motorcycle microphones, receivers and helmet kits for our police motorcycles. (\$ 17,966.28)

PVP Communications was low bid (\$ 12,870.00) but does not meet specifications. Specs call for no batteries, works off the portable radio battery. PVP system does not work off the radio battery and has a battery in the set which has to be charged each day before use.

I conferred with Lt. Harris Tapp about the specs and he was in agreement.

Thank you,



Johnny Adamo
Purchasing Agent
Hattiesburg Police Department



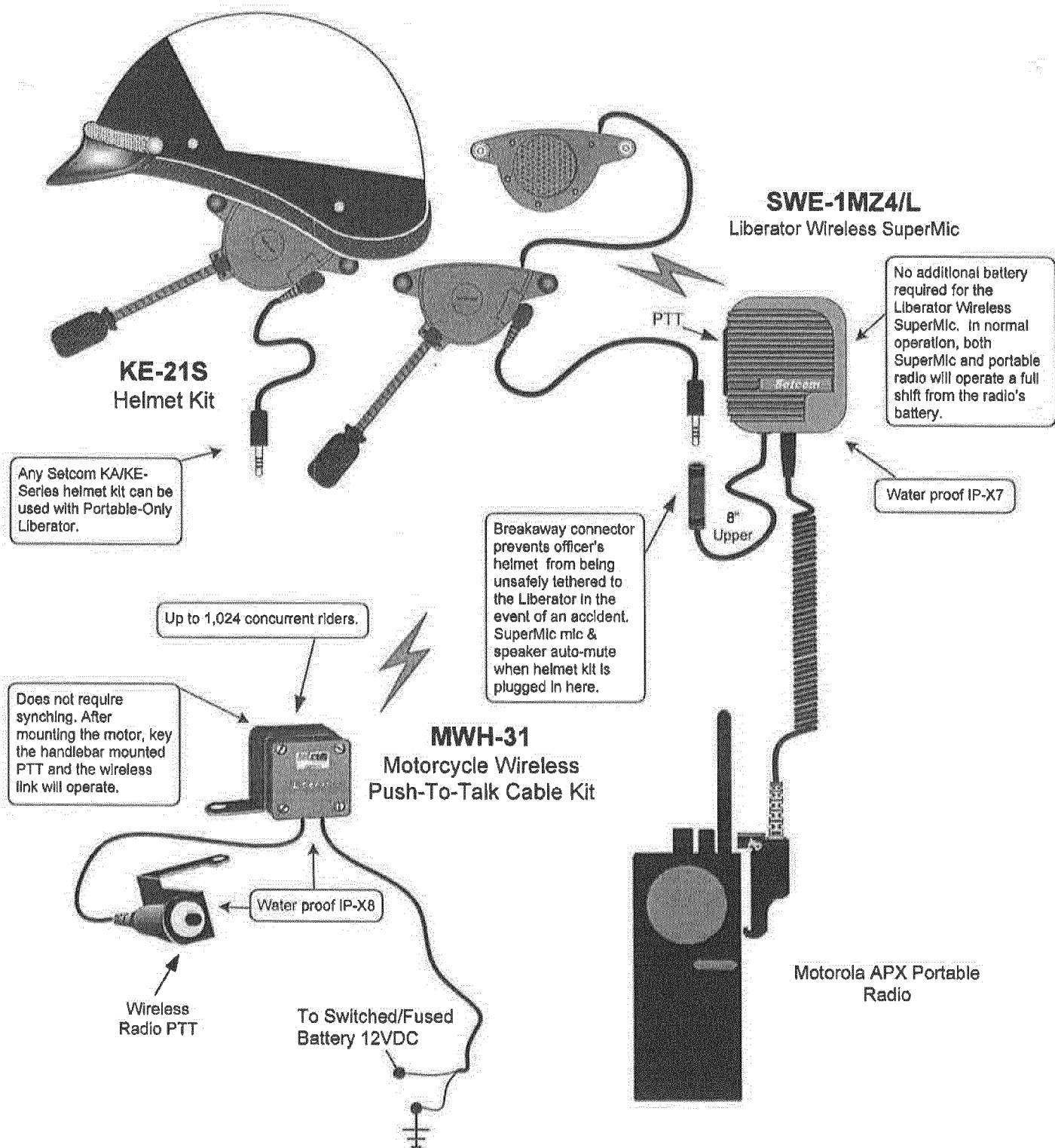
Date	Expires	Estimate #
7/8/2014	8/7/2014	905920
Comments / Notes		

Bill To			Ship To			
Hattiesburg Police Department #1 Government Plaza Hattiesburg MS 39401			Hattiesburg Police Department #1 Government Plaza Hattiesburg MS 39401			
Terms	Lead Time	Ship Via	FOB	Account Executive		
Net 30	Three Weeks	UPS GRD	Austin, TX	Doug Sartin		
Item	Qty	Units	Description	Detailed Description	Rate	Amount
SWE-1MZ4/L	12		Liberator Wireless SuperMic	Liberator Wireless Receiver Up to 1,024 concurrent users Auto Speaker Mute Auto Microphone Mute Long Upper Cable For Motorola MotoTrBo and APX Series Radios Waterproof Mic Enclosure (Independently Tested IP-X7) Conformal Coated Mic Circuit Board Powered by Portable Radio Portable Radio Only Configuration For Use With KE Series Helmet Kits U.S. Patent 8,010,171	878.50	10,542.00
MWH-31	12		Liberator Wireless Motorcycle Cable Kit	Liberator Wireless Transmitter For Harley-Davidson Motorcycle Handlebar Pushbutton Push-to-Talk Powered by Motorcycle Battery Waterproof Transmitter Enclosure (IP-X8) Up to 1,024 concurrent users Conformal Coated Circuit Board Custom Molded Waterproof Boot for Push-to-Talk Switch Portable Radio Only Configuration U.S. Patent 8,010,171	356.25	4,275.00
KE-21S	12		Helmet Kit	Half Shell Helmet Kit For All Half Shell Helmets Portable Radio Only Configuration Without Public Address (PA) Interface	247.00	2,964.00
We've moved! Please update our address in your records. Also, please note our return policy: http://www.setcomcorp.com/returns.html				Subtotal		17,781.00
Items marked with an asterisk (*) are special order and non-returnable.				Shipping Cost (UPS GRD)		185.28
				Total		\$17,966.28
Ref Diagram						

Setcom

www.SetcomCorp.com

Liberator Portable-Only Wireless





July 8, 2014

City Clerk's Office
City of Hattiesburg
P.O. Box 1898 200 Forrest Street
Hattiesburg, MS 39403

Received By

Deputy City Clerk

RE: TWELVE (12) NEW WIRELESS MOTORCYCLE MICROPHONES, RECEIVERS, AND HELMET KITS FOR THE HATTIESBURG POLICE DEPARTMENT MOTORCYCLE OFFICERS

Dear Appropriate Party:

We would like to thank you and the Hattiesburg Police Department for the opportunity to continue as your helmet communications system vendor. We value the Hattiesburg Police Department's business and look forward to working with you.

Please note that we are attaching an estimate for our bid with this letter. The proposed pricing on the estimate is for equipment and shipping for (12) Liberator Portable-Only wireless systems. The amount of our bid is \$17,966.28 for all equipment and shipping.

Please see the attached system diagram for detailed configuration specifications. The information below details our Liberator Portable-Only wireless system.

Advantages of the Liberator Portable Only Systems:

- No Batteries. SuperMic system gets its power from the portable radio battery. This means no extra batteries to charge at night. Also, means you never have to worry about replacing the batteries over time.
- Most Rugged and Durable System on the Market. The Liberator Portable-only wireless system's handlebar transmitter enclosure is waterproof and has been certified to meet the IP-X8 standard which states that the enclosure can be immersed for at least 60 minutes at a depth of at least 1 meter and not show significant signs of leakage. In addition, the Liberator SuperMic is independently certified to meet the IP-X7 waterproof standard which is immersion for at least 30 minutes at a depth of at least 1 meter without significant leakage.
- Fast and Easy Install. The Liberator System design allows for quick and simple installations. Average installations times for Harley Davidson Motorcycles are 20-25 minutes. This reduces the department's initial investment and ongoing costs of the systems.
- Over 40 Years of Experience. Systems are backed by a company that pioneered the Police Motorcycle Communications market 41 years ago and has been the market leader since.

Setcom Overview

Setcom is the sole manufacturer of the Liberator Wireless Police Motorcycle Communications system. The Liberator has unique features that no other product on the market has.

As background, Setcom Corporation is a leading manufacturer of communications equipment and radio accessories for police motorcycle officers, firefighters, military personnel, and industrial users. Setcom invented the first Police Motorcycle ComKit back in 1970. While others have come and gone, Setcom has dominated the market for nearly 40 years with quality and innovation. With 1,000s of motor officers currently riding with Setcom equipment today, we are by far the leader for police motorcycle communications gear.

Setcom's Liberator wireless system for portable-only radios has had great success in the marketplace since its introduction. The system is currently being used by hundreds of departments across the United States. Major agencies include Orange County Sheriff (FL), Palm Beach County Sheriff (FL), Mobile Police Department (AL), Baton Rouge Police Department (LA), Nassau County Police Department (NY), Detroit Police Department (MI), and New Orleans Police Department (LA), among others.

Setcom is the only manufacturer in the market with a dedicated customer and technical service team that is available 55 hours per week to help customers with issues in the field. Setcom also has 48-hour turn around on all warranty repairs that come into its dedicated repair center.

Liberator Wireless System

The most recent advance in police motorcycle communications, Setcom's Liberator Wireless SuperMic, eliminates the cable between the officer and the motorcycle, providing maximum flexibility, freedom of movement, and reliable communications.

Currently, many of the features and functionality of the Liberator Wireless System are unique to Setcom. No other product on the market has these superior features. These include:

- **No Batteries Required in the SuperMic for Operation.**
 - **No Additional Battery Charging Is Required.** The Setcom SuperMic does not have an internal battery. The wireless SuperMic system gets its power from the portable radio battery. The power draw of the SuperMic is less than 5% of the overall capacity of a typical police portable radio battery. This feature eliminates the requirement to set up an additional recharging procedure or the potential that a system is down for a day due to lack of battery charging the night before. It also removes a potential failure point in the system. The wireless transceiver on the motorcycle is powered by the motorcycle battery.
 - **No Battery Replacement.** The Setcom SuperMic does not have an internal battery. Over time rechargeable batteries deteriorate and will be required to be replaced. This replacement adds additional cost to the total cost of your ownership. This need to

replace batteries due to deterioration and failure can cause motor officers to be down for weeks while batteries are being replaced.

- **Waterproof.** The Liberator Portable-only wireless system's handlebar transmitter enclosure is waterproof and has been certified to meet the IP-X8 standard which states that the enclosure can be immersed for at least 60 minutes at a depth of at least 1 meter and not show significant signs of leakage. In addition, the Liberator SuperMic is independently certified to meet the IP-X7 waterproof standard which is immersion for at least 30 minutes at a depth of at least 1 meter without significant leakage.
- **Conformal Coated PC Boards.** As a backup to the enclosures being waterproof, Setcom conformal coats the PC boards on this system. In the unlikely event of water incursion, the conformal coating provides a second layer of protection against water and other contaminants like salt and road grime causing the circuitry to malfunction.
- **No Sync'ing or Pairing Required.** Unlike Bluetooth products, Setcom's Liberator system uses the ISM 900 MHz spectrum and does not require sync'ing or pairing. This allows an officer to immediately be able to begin communicating as soon as he turns on his portable radio.
- **900 MHz Frequency.** The Liberator System uses frequencies between 912 to 918 MHz. The advantage of this frequency range is that it is a low use frequency band so chances of potential interference are low. This frequency also has lower power consumption requirements than other frequencies which results in longer radio battery life and higher reliability.
- **Backward Compatibility with Existing Setcom Products.**
 - Legacy Liberator Portable-Only Systems. The System is backwards compatible with all existing legacy Liberator Portable-Only Systems. This allows departments to continue to use existing systems or have spares available.
 - Helmet Kits. The Liberator SuperMic is designed to be compatible with all of Setcom's helmet kits. We incorporate consistent designs that allow departments that are using any of our systems to switch to a different system without the need to change helmet kits.
- **Quick Release Nexus Connectors.** The connector used between the helmet kit and Liberator SuperMic System is the industry standard Nexus TP-120 connector. This connector has quick release functionality.
- **Military-Style Connectors.** Robust and made for rigorous use.
- **Easy / Quick Installation.** The Liberator System design allows for quick and simple installations. Average installations times for Harley Davidson Motorcycles are 20-25 minutes. This reduces the department's initial investment and ongoing costs of the systems.

- **Dedicated Factory Technical Service Team.** Setcom is the only manufacturer in the market with a dedicated customer and technical service team that is available 55 hours per week to help customers with issues in the field. All technical service calls are issued a tracking number and priority upon being reported. These service issues are monitored daily by senior management until they are resolved by Setcom's technical staff. Setcom also has 48-hour turn around on all warranty repairs that come into its dedicated repair center.

Again, thank you and the Hattiesburg Police Department for the opportunity to continue as your motorcycle communications vendor. We look forward to working with you on this most important project. Please feel free to contact on my desk phone at (650) 965-8020x718 with any questions, concerns, or requests.

Regards,



Doug Sartin
Account Executive

Enclosures:

- Estimate for (12) Liberator Portable-Only wireless systems
- System Diagram for Liberator Portable-Only wireless system



2310 W 205th Street
Torrance, CA 90501



Quotation

Quotation #	Date
9586	7/18/2014
Terms	Sales Rep
Net 30	JJC
FOB	Destination

Customer			
City of Hattiesburg 200 Forrest Street			
Hattiesburg	MS	39403	

Ship To

Qty	Item	Description	Price Per	Total Price
12	PVHCR-736R10-D/G3	FREEDOM HELMET KIT WITH WIRELESS SYSTEM CONTROL, FOR USE WITH HALF-SHELL HELMETS, DUAL EARPHONE	429.65	5,155.80
12	PVSM-APX/G3	FREEDOM SPEAKERMIC WITH WIRELESS SYSTEM CONTROL, PORTABLE ONLY OPERATION, FOR MOTOROLA APX SERIES RADIOS	213.20	2,558.40
12	PV-H/G3	MOTOR KIT, WIRELESS, PORTABLE ONLY OPERATION ON HARLEY-DAVIDSON MOTOR	429.65	5,155.80
1	NOTE	WARRANTY - ONE YEAR	0.00	0.00

SHIPPING FEES: SHIPPING CHARGES ARE INCLUDED

Received By

Deputy City Clerk

TERMS: Quotation valid for 30 days. Prices quoted are in U.S. dollars and DO NOT INCLUDE SHIPPING CHARGES which are additional. Buyer acknowledges that a 1.5% per month (18% per annum) interest charge will be added to account balances not paid within 30 days of invoice date and acknowledges this as the terms of this quotation. A 15% restocking fee will be charged on returned goods. Items must be returned with the original packaging and in "like-new" condition. All sales of custom items or special requests are final.

Sub-Total:	12,870.00
Taxes	0.00
Est. Freight	0.00
Total	12,870.00

Phone #	Fax #	E-mail
(310) 212-5432	(310) 212-5492	sales@pvpcom.com

**SPECIFICATIONS FOR: TWELVE (12) NEW WIRELESS MOTORCYCLE MICROPHONES, RECEIVERS,
AND HELMET KITS FOR THE HATTIESBURG POLICE DEPARTMENT MOTORCYCLE OFFICERS**

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, July 24, 2014, 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

**TWELVE (12) NEW WIRELESS MOTORCYCLE MICROPHONES, RECEIVERS, AND
HELMET KITS FOR THE HATTIESBURG POLICE DEPARTMENT MOTORCYCLE
OFFICERS SUBMITTED BY 10:00 A.M. JULY 24, 2014**

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 17th day of June A. D., 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

POLICE DEPARTMENT



City of Hattiesburg, MS

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

Master

File Number: 2014-1277

File ID: 2014-1277

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Jackie Dole Sherrill Community Center Shingle Roof
Renovation Specifications

Final Action:

Minute Book Number: MB2014-210

Title:

Approve Plans and Specifications for Jackie Dole Sherrill Community Center
Shingle Roof Renovation, and Authorize Advertisement for Bid for Same.

Notes:

Sponsors:

Enactment Date:

Attachments: Jackie Dole Shingle Roof Plans, Jackie Dole Shingle
Roof Specifications

Enactment Number:

Contact:

Meeting Date: 08/05/2014

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	08/05/2014					

Text of Legislative File 2014-1277

Title

Approve Plans and Specifications for Jackie Dole Sherrill Community Center Shingle Roof
Renovation, and Authorize Advertisement for Bid for Same.

Summary

Authorization for Advertisement

Budget Information

077650.7150.19

Expenditure Type

Capital Budgeted Item

Purchasing Item

Sealed Bid

Publication Information

8-8-14

8-15-14

GENERAL NOTES:

1. NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER, HAS PREPARED AND FURNISHED THESE DRAWINGS TO THE OWNER FOR USE ON THIS PROJECT ONLY. THESE DRAWINGS SHALL BE USED FOR THE PROJECT AND NO OTHER PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THESE DRAWINGS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.
2. SECTIONS AND DETAILS – ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE SHOWN.
3. ELECTRONIC DRAWINGS INDEMNIFICATION
A. ELECTRONIC DRAWINGS MAY BE PROVIDED TO THE CONTRACTOR AS A COURTESY TO ASSIST THE CONTRACTOR IN THE WORK. SUCH ELECTRONIC DRAWINGS MAY BE SUSCEPTIBLE TO ERRONEOUS DATA DURING TRANSMISSION AND/OR RECEIPT AND AS SUCH ARE NOT RELIABLE AND NOT CONSIDERED PART OF THE CONTRACT DOCUMENTS. IF PROVIDED, THE CONTRACTOR AGREES TO USE THE ELECTRONIC FILES AT HIS OWN RISK.
B. THE ELECTRONIC FILES ARE INTENDED FOR ONE-TIME USE IN THE WORK OF THIS PROJECT. THEY ARE AND SHALL REMAIN THE PROPERTY OF THE ENGINEER.
C. THE CONTRACTOR AGREES, TO THE FULLEST EXTENT OF THE LAW, TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE AND THE MODIFICATION (UNINTENTIONAL OR OTHERWISE), MISINTERPRETATION, MISUSE OR DESTRUCTION OF ANY ELECTRONIC DRAWINGS PROVIDED BY THE ENGINEER UNDER THIS CONTRACT.
4. REFER TO EXISTING DRAWINGS BY LANDRY & MATTHEWS ARCHITECTS FOR ADDITIONAL INFORMATION. AN ELECTRONIC COPY OF THESE ORIGINAL DRAWINGS MAY BE PROVIDED UPON REQUEST. THESE DRAWINGS HAVE NOT BEEN VERIFIED IN ANY MANNER. THIS THE CONTRACTOR IS CAUTIONED TO USE AT HIS/HER OWN RISK.
5. BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERTY SIZE OR FIT THE WORK, NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED FOR THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.
6. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH AFFECTED WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OR REPLACEMENT OF EXISTING BUILDING ITEMS DURING CONSTRUCTION. SUCH REPAIRS, BUT NOT LIMITED TO, THE BUILDING STRUCTURE, MECHANICAL/HVAC/PLUMBING WORK, DRAINAGE, ELECTRICAL EQUIPMENT, UTILITIES, PAVEMENT, BRICK PAVERS, SIGNAGE, METERS, CURBS, LANDSCAPING, ETC., REPAIRS TO DAMAGED ARCHITECTURAL FINISHES (EXCEPT AS SPECIFICALLY EXCLUDED IN THE CONTRACT DOCUMENTS) SHALL ALSO BE MADE AT NO COST TO THE OWNER. ALL SUCH REPAIRS SHALL BE COMPLETED PRIOR TO THE BEGINNING OF THE WORK. FINAL REPAIRS ARE SUBJECT TO OWNERS' APPROVAL.
8. IT MAY BE NECESSARY FOR THE CONTRACTOR TO DEWATER EXCAVATIONS AND CONSTRUCT TEMPORARY DIKES AND DIVERSION DITCHES IN ORDER TO CONSTRUCT PORTIONS OF THE WORK INCLUDING, BUT NOT LIMITED TO, CONDUIT DEWATERING AND TEMPORARY DRAINAGE SHALL BE ABSORBED IN OTHER ITEMS.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE FROM OCCURRING DURING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY. SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
10. CONTRACTOR SHALL OBTAIN & PAY FOR ALL CONSTRUCTION PERMITS REQUIRED TO ACCOMPLISH THE WORK.

CONTRACTOR'S

CONSTRUCTION TIME

1. CONTRACTOR SHALL COORDINATE THE WORK WITH THE OWNER IN ORDER TO MINIMIZE THE DISRUPTION OF THE FACILITY OPERATIONS.
2. THE CONTRACTOR SHALL SUBMIT A PROPOSED CONSTRUCTION SCHEDULE TO THE ENGINEER FOR APPROVAL ONE (1) WEEK AFTER RECEIVING BID AWARD NOTIFICATION.

DESIGN CRITERIA:

1. GENERAL BUILDING CODE: INTERNATIONAL EXISTING BUILDING CODE, 2006 EDITION
A. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE IBC '06.
B. NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2005 EDITION.
C. THE OTHER CODES AND STANDARDS REFERENCED IN THE IBC '06 AND IN THE STRUCTURAL DRAWINGS SHALL BE CONSIDERED PART OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS TO THE PRESCRIBED EXTENT OF EACH REFERENCE.
2. LIVE LOADS:
A. ROOF 20 PSF

DEMOLITION:

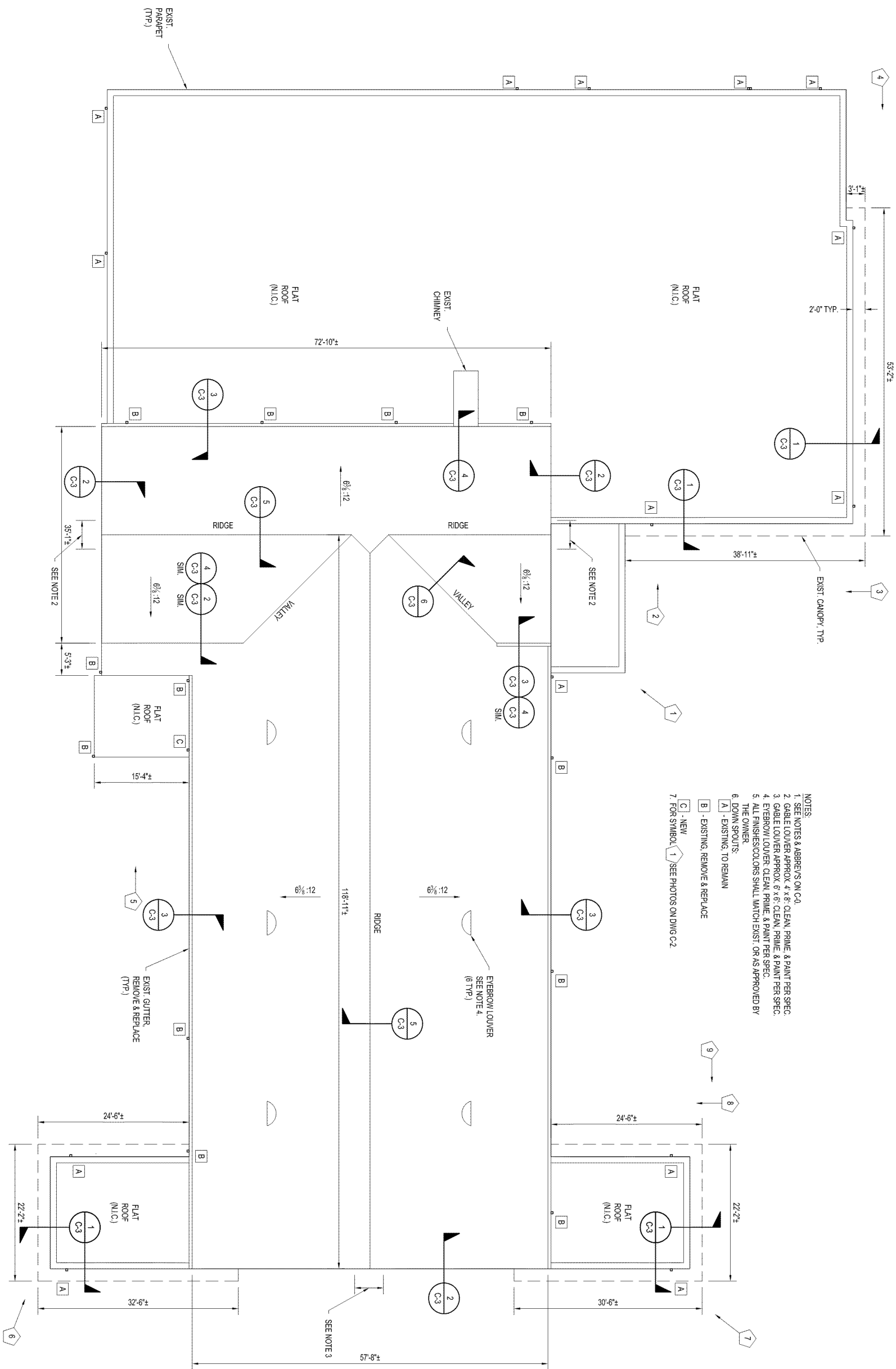
1. ALL DEMOLITION WORK WILL BE PER OSHA AND IBC REQUIREMENTS. ANY HAZARDOUS MATERIALS DEMOLITION AND DISPOSAL COSTS SHALL BE ABSORBED. PROVIDE SHORING AND BRACING PER NOTES AS REQUIRED.
2. LANDSCAPING SHALL BE PROTECTED TO THE GREATEST EXTENT PRACTICABLE. DAMAGED LANDSCAPING SHALL BE REPLACED IN KIND AT NO COST TO THE OWNER.
3. OWNER RETAINS FIRST RIGHT OF REFUSAL FOR ALL DEMOLISHED/REMOVED ITEMS.
6. REMOVE ALL DEBRIS RESULTING FROM WORK.

WOOD:

1. LUMBER USED SHALL BE IDENTIFIED BY THE GRADE MARK OF A LUMBER GRADING OR INSPECTION AGENCY THAT HAS BEEN APPROVED BY AN ACCREDITATION AGENCY THAT COMPLES WITH DOC PS 20.
2. WHERE DIMENSIONS OF LUMBER ARE SPECIFIED, THEY SHALL BE DEEMED TO BE NOMINAL DIMENSIONS U.N.O.
3. U.N.O. LUMBER SHALL BE S.Y.P. VISUALLY GRADED LUMBER OR TIMBER NO. 3, NON-DENSE (OR BETTER).
4. U.N.O. ON THE STRUCTURAL DRAWINGS, UTILIZE WOOD SCREWS OR THRU-BOLTS WHEN CONNECTING TO EXISTING FRAMING. NAILS/SPIKES ARE PROHIBITED WHEN FASTENING TO EXISTING FRAMING UNLESS APPROVED IN WRITING BY ENGINEER.
5. U.N.O. ALL FASTENERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. U.N.O. THE NUMBER AND SIZE OF FASTENERS SHALL NOT BE LESS THAN THAT SET FORTH IN IBC TABLE 2304.9.1 OR PER MFR'S MAXIMUM RECOMMENDATIONS, WHICHEVER IS GREATER.
7. MISC. STEEL CONNECTIONS NOT SPECIFICALLY NOTED:
A. ALL THRU-BOLTS SHALL BE ASTM A307 OR BETTER
B. OTHER PLATES SHALL BE ASTM A36 OR BETTER
8. ALL 1x & 2x MEMBERS SHALL BE P.T. PER AWPA STANDARD U1 USE CATEGORY UC2. (PRESERVATIVE MAY BE INORGANIC BORON-SBX.)

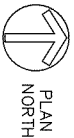
ABBREVIATIONS:

ADA – ADA ACCESSIBILITY	F/ – FACE OF
GUIDELINES	FD – FLOOR DRAIN
A/F.F. – ABOVE FINISH FLOOR	FDN. – FOUNDATION
A/BOLT – ANCHOR BOLT	FIG. – FIGURE
A/C – AIR CONDITIONER	FIN. – FINISH
ABV. – ABOVE	F.L.D. – FIELD
ADBL. – ADDITIONAL	FLR. – FLOOR
AHU – AIR HANDLING UNIT	FLSHG. – FLASHING
ALUM. – ALUMINUM	FLG. – FLANGE
ANCH. – ANCHOR	FRMG. – FRAMING
APPROX. – APPROXIMATE	FRP – FIBERGLASS REINFORCED
ARCH. – ARCHITECT,	PLASTIC
ARCHITECTURAL DOCUMENTS	FT. – FEET/FOOT
A/ROD – ANCHOR ROD	FTG. – FOOTING
B/ – BOTTOM OF	C.B. CB – GRADE BEAM, OR CRPSUM BOARD
B//PL – BASE PLATE	GA. – GAUGE
BEH. – BEHIND	GALV. – GALVANIZED
BEX. – BEYOND	GC – GENERAL CONTRACTOR
B/LD – BELOW	GRDR. – GIRDER
BLDG – BUILDING	GRTO. – GRATING
BLK. – BLOCK	H. HD – HEAD, HEADED
BM. – BEAM	HOWE – HARDWARE
BOT. – BOTTOM	HK – HOOK
BRDG. – BRIDGING	H.M. – HOLLOW METAL
BRG. – BEARING	HORIZ – HORIZONTAL
BRK. – BRICK	H/P. – HIGH POINT
C## – COMPRESSION (FORCE)	H/R – HAND RAIL
C.J. – CONTROL JOINT	HR. – HOUR
C.O. – CLEAN OUT	H.S. – HIGH STRENGTH
C.T. – CERAMIC TILE	HSS – HOLLOW STRUCTURAL SECTION
C/C – CENTER TO CENTER	HT. – HEIGHT
CH – CHANNEL	HTL. HIGH LEG TRACK
C.I.P. – CAST-IN-PLACE CONC.	IBC – INTERNATIONAL BUILDING CODE
CIVL. – CIVIL ENGINEER OR	ID. – INSIDE DIAMETER
CLG. – CEILING	IN. – INCH, INCHES
CLR. – CLEAR	INCL. – INCLUDE, INCLUDING
C/LU. – CENTERLINE	INFO. – INFORMATION
C.M.U. – CONCRETE	INS. – INSULATION
CONC. – CONCRETE	INT. – INTERIOR
CONG. – CONCRETE	JST. – JOIST
CONN. – CONNECTION	JG. – JOIST-GIRDER
CONSTR. – CONSTRUCTION	JT. – JOINT
CONTR. – GENERAL CONTRACTOR	K.B. – KNEE BRACE
CORR. – CORRUGATED, OR	K-FT – KIP-FEET
CORRIDOR	K/FT – KIPS PER FOOT
DB – DROP BEAM	K – KIPS
D.S. – DOWN SPOUT	L – ANGLE
DEMO – DEMOLISH, DEMOLITION	L.M. – LAMINATE
DET. – DETAIL	L.A.T. – LAY-IN ACOUSTICAL TILE
DIA. Ø – DIAMETER	LAV. – LAVATORY
DWG. – DIAGRAM	LG. – LONG
DIM. – DIMENSION	LLO – LONG LEG OUT
DN. – DOWN	LLV – LONG LEG VERTICAL
DP. – DEEP, DEPTH	LH – LONG LEG HORIZONTAL
D-TEE – PRECAST DOUBLE-TEE	LP. – LOW POINT
DWG. – DRAWING	L.S. – LONG SLOTTED
DWL. – DOWEL	LOCN – LOCATION
E. – EAST	LONG. – LONGITUDINAL
E.E.W. – EMERGENCY EYE WASH	M – MOMENT
E.S. – EACH SIDE	M.A.S.T. – MASONRY
E.W. – EACH WAY	M.B.M. – METAL BLDG MFR.
EA. – EACH	MAT'L – MATERIAL
ED. – EDITION	M.E/P. – MECH./ELEC./PLUMBING DOCUMENTS
E.F. – EACH FACE	MAX. – MAXIMUM
E.L. – ELEVATION	MECH. – MECHANICAL,
E.O.R. – ENGR. OF RECORD	OR MECH. ENGINEER
ELEC. – ELECTRICAL ENGINEER OR	OR DOCUMENTS,
DOCUMENTS	OR PLUMBING
EMB. – EMBED, EMBEDMENT	OR HVAC ENGINEER
EQ. – EQUAL	MEZZ. – MEZZANINE
EQUIP. – EQUIPMENT	MFR. – MANUFACTURER
EQUIV. – EQUIVALENT	MH – MANHOLE
E.T.F. – ELEVATION TOP OF	MISC. – MISCELLANEOUS
FOOTING	MIN. – MINIMUM
EXIST. – EXISTING	MISC. – MISCELLANEOUS
EXP. – EXPANSION	MPH – MILES PER HOUR
EXT. – EXTERIOR	MPL. – METAL
F.B. – FLUSH BEAM	N.T.S. – NOT TO SCALE
F.FE. – FINISH FLOOR ELEVATION	N/S. – NOT IN CONTRACT
FIN. FL., F.F. – FINISH FLOOR	N.C. – NEAR SIDE OR NON-SHRINK
FIN. GR., F.G. – FINISH GRADE	N.O. – NUMBER
F.H. – FIRE HYDRANT	NOM. – NOMINAL
F.S. – FAR SIDE	NSI – NEEL SCHAFER, INC.
	N.T.S. – NOT TO SCALE
	O/C. O.C. – ON CENTER
	O/D – ORIENTED DOWN
	O.D. – OUTSIDE DIAMETER
	O/U – ORIENTED UP
	O/H. – OPPOSITE HAND
	OPNG. – OPENING
	P – PAN
	P.A.F. – POWDER ACTUATED
	FASTENER
	P/C – PRECAST
	PEL – PRE-FORMED EXP. JT.
	PHE. – PENTHOUSE
	P.T. – POST-TENSIONED OR
	PRESSURE-TREATED
	P/W – PLWOOD
	PL. – PLATE
	P.L.F. – POUNDS PER FOOT
	PLCS) – PLACES)
	PRD. – PROVIDE
	PSF – POUNDS PER SQUARE
	FOOT
	PSI – POUNDS PER SQUARE
	INCH
	P.T. – PTS. – POINT(S)
	PVC – POLY-VINYL CHLORIDE
	QTY. – QUANTITY
	RAD. – RADIIUS
	REF. – REFERENCE
	REIN. – REINFORCING
	REBAR – REINFORCING BAR
	REQ. RECD. – REQUIRED
	REV. – REVISION
	RM. – ROOM
	S.F. – SQUARE FOOT
	S.O.G. – SLAB ON GRADE
	S.S. – SHORT-SLOTTED OR
	SLAINLESS STEEL
	SCHED. – SCHEDULE
	SECT. – SECTION
	SEL. – SELECT
	SHT. – SHEET
	SIM. – SIMILAR
	SPC. SPCS. – SPACE(S)
	SPECS. – SPECIFICATIONS
	SQ. – SQUARE
	STA. – STATION
	STD. – STANDARD
	STRBR. – STRIP(S)
	STL. – STEEL
	STOR. – STORAGE
	STRUCT. – STRUCTURE,
	STRUCTURAL ENGR. OR
	DOCUMENTS
	SUPPL. – SUPPORT
	T – TOP BAR
	T## – TENSION (FORCE)
	T. OR TAB. – TABLE
	T/ – TOP OF
	TBO. – TO BE DETERMINED
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- NOTES:**
1. SEE NOTES & ABBREVS ON C-1.
 2. GABLE LOUVER APPROX. 4" x 8" CLEAN, PRIME, & PAINT PER SPEC.
 3. GABLE LOUVER APPROX. 6" x 6" CLEAN, PRIME, & PAINT PER SPEC.
 4. EYEBROW LOUVER, CLEAN, PRIME, & PAINT PER SPEC.
 5. ALL FINISHES/COATS SHALL MATCH EXIST. OR AS APPROVED BY THE OWNER.
 6. DOWN SPOUTS.
- A** - EXISTING, TO REMAIN
- B** - EXISTING, REMOVE & REPLACE
- C** - NEW
- 1** - FOR SYMBOL, SEE PHOTOS ON DWG C-2.

ROOF PLAN
N.T.S.

PLAN
NORTH

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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			SURVEYED BY:	
			DSGN: WTM	DATE: 07/20/14
			DRWN: WBM	DATE: 07/20/14
			CHKD: WTM	DATE: 07/20/14
			QA/QC: DSW	DATE: 08/20/14



PHASE 3 - ROOF RENOVATION
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

SEAL:



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ROOF PLAN

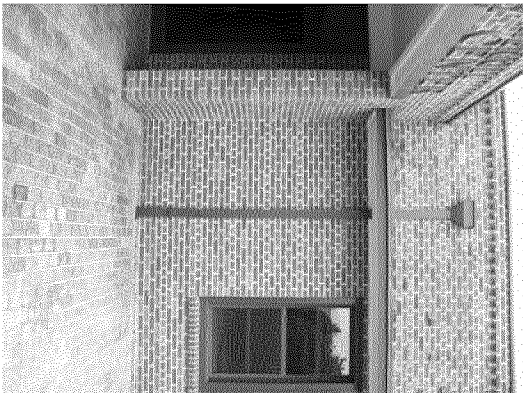
WORKING NUMBER:

DRAWING NUMBER:

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1 PHOTO



2 PHOTO



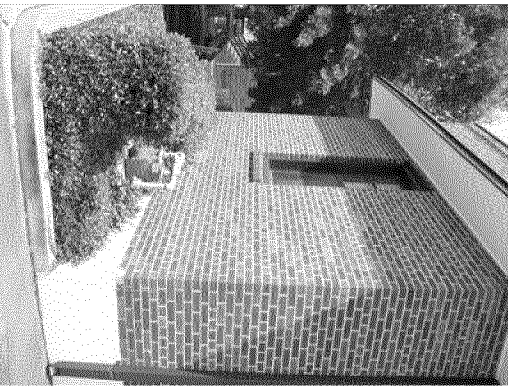
3 PHOTO



4 PHOTO



5 PHOTO



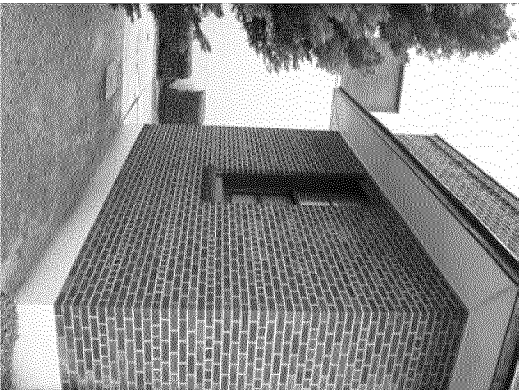
6 PHOTO



7 PHOTO



8 PHOTO



9 PHOTO

NOTICE TO DRAWING HOLDER			REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.			NO.	DATE	BY	DESCRIPTION
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			SCALE: AS NOTED			
			SURVEYED BY:			
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			DRWN:	MBW	DATE: 07/2014	
			CHKD:	WJW	DATE: 07/2014	
			QA/QC:	DSW	DATE: 08/2014	



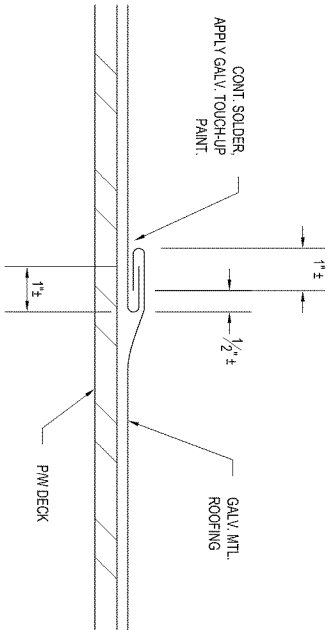
PHASE 3 - ROOF RENOVATION
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

SEAL:

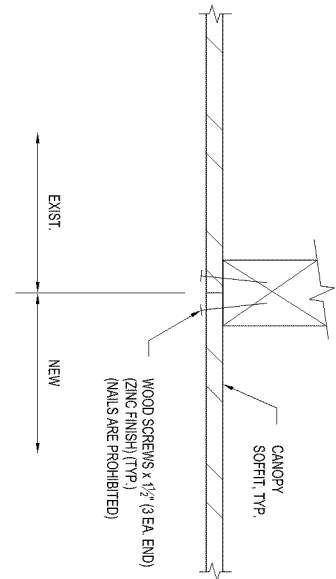


NEEL-SCHAFER
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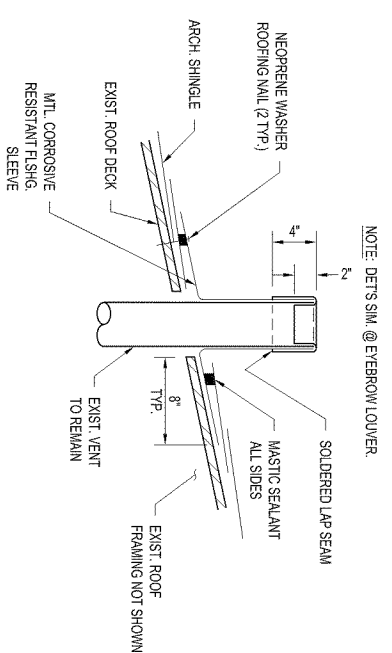
EXISTING BUILDING PICTURES	
WORKING NUMBER:	DRAWING NUMBER:
	C-2



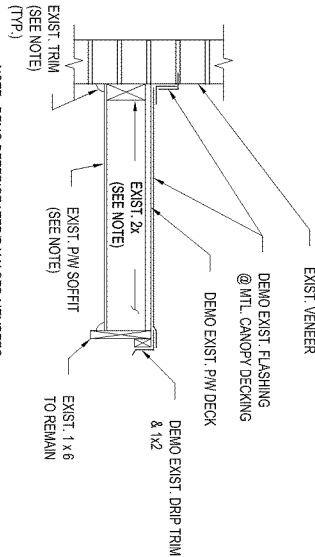
TYPICAL ROOFING JOINT @ CANOPY
N.T.S.



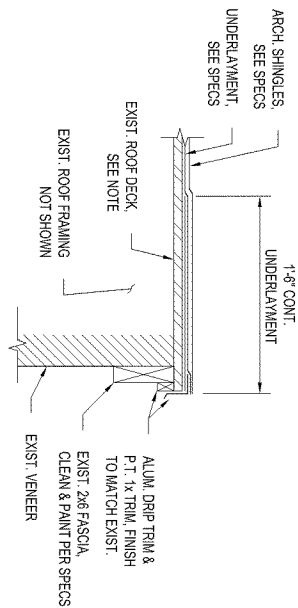
TYPICAL SOFFIT JOINT @ CANOPY
N.T.S.



ROOF PENETRATION DETAIL
N.T.S.

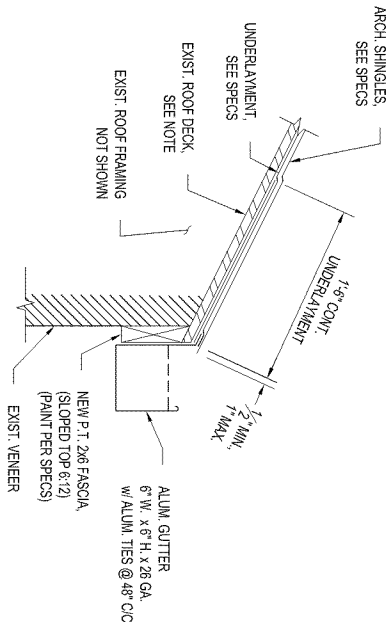


EXISTING CANOPY



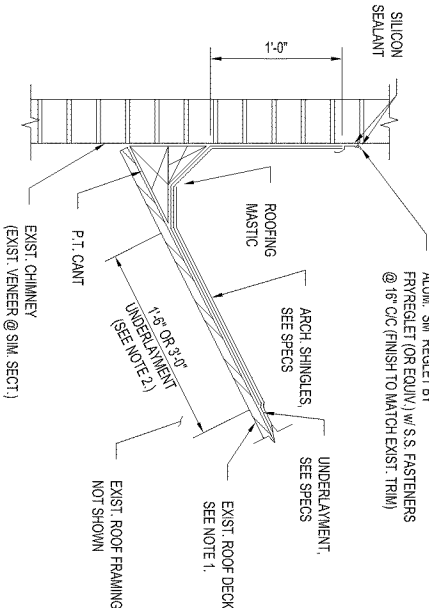
NOTE: REMOVE DAMAGED WOOD DECK & REPLACE W/ STRUCTURAL SHEATHING (THICKNESS TO MATCH)

2 SECTION
C-3 N.T.S.



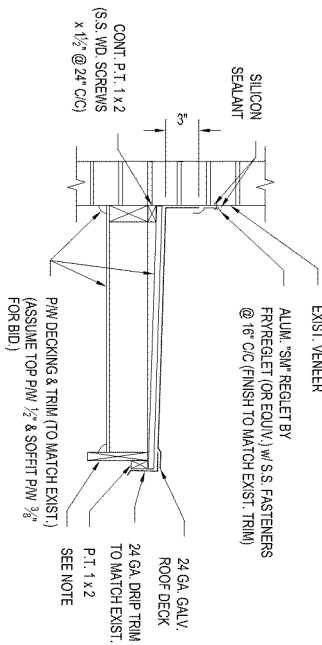
NOTE: REMOVE DAMAGED WOOD DECK & REPLACE W/ STRUCTURAL SHEATHING (THICKNESS TO MATCH)

3 SECTION
C-3 N.T.S.



NOTES:
1. REMOVE DAMAGED WOOD DECK & REPLACE W/ STRUCTURAL SHEATHING (THICKNESS TO MATCH)
2. PROVIDE CONT. 3'-0" WIDE UNDERLAYMENT @ CHIMNEY & 1'-6" WIDE (MIN.) UNDERLAYMENT @ SIM. SECTIONS. UNDERLAYMENT SHALL EXTEND 2'-0" BEYOND ENDS OF WALL.

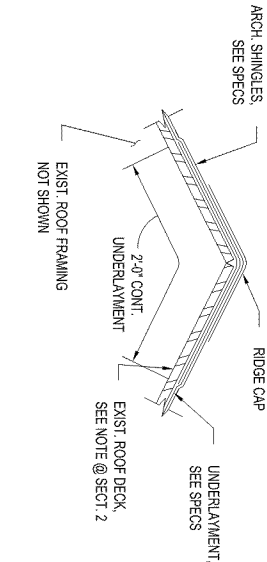
4 SECTION
C-3 N.T.S.



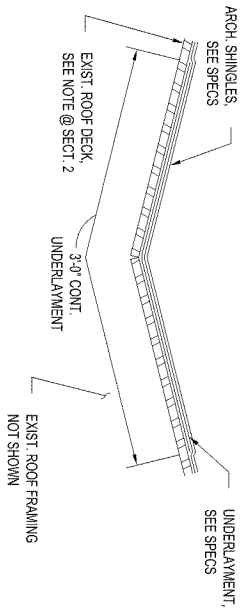
NOTE: ALL EXPOSED WOOD TRIM SHALL BE FINISHED TO MATCH. EXIST. ALL EXIST. WOOD SHALL BE CLEANED, PRIMED & PAINTED. ALL NEW SHALL BE PRIMED & PAINTED. ALL EXPOSED SHALL RECEIVE MIN. OF 2 COATS PAINT.

PROPOSED CANOPY

1 SECTION
C-3 N.T.S.



5 SECTION
C-3 N.T.S.



6 SECTION
C-3 N.T.S.

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REVISIONS		
NO.	DATE	BY
A	7/28/14	
DESCRIPTION		
80% REVIEW		



PHASE 3 - ROOF RENOVATION
JACKIE DOLE SHERILL COMMUNITY CENTER
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

SEAL:

SEAL:

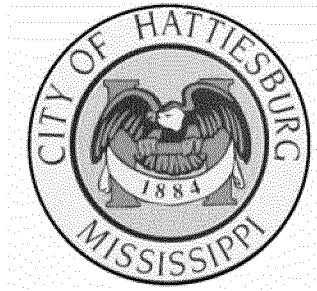


NEEL-SCHAFER
Solutions you can build upon

DETAILS & SECTIONS	
WORKING NUMBER:	DRAWING NUMBER:
	C-3

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR
ROOF REPAIR
JACKIE DOLE SHERRILL
COMMUNITY CENTER***

***FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY***



JULY 2014

PREPARED BY



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ADVERTISEMENT FOR BIDS
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, _____, 2014 for supplying all labor, equipment, and materials necessary for the construction of the above referenced project. Work consists of _____ at the Jackie Dole Sherrill Community Center.

The above general outline of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

The Contract Time shall be _____ calendar days and confirmed in the Notice to Proceed. Liquidated damages will be assessed in the amount of **five hundred dollars (\$500.00) per day** for each consecutive calendar day beyond the specified contract time.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his/her classification as to the value and type of construction on which he/she is authorized to bid.

Each Bidder shall write his/her Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date designated herein. No bidder may withdraw his/her bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his/her proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his/her bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications may be procured at the office of Neel-Schaffer, Inc. located at:

704 Hardy St., Hattiesburg, Mississippi 39401

Such documents may be obtained between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to Neel-Schaffer, Inc.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 125 S. Congress St., Ste. 1100, Jackson, Mississippi 39201; Phone No. (601) 948-3071, Fax No. (601)-948-3178.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

_____, 2014
_____, 2014

INSTRUCTIONS TO BIDDERS
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____
(BIDDER'S NAME)

CERTIFICATE OF RESPONSIBILITY NO. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

Contractors desiring to bid on proposed construction contracts who have not been prequalified by the Owner, shall file with the Owner a current financial statement showing assets and liabilities as a prerequisite to entering into contracts with the Owner. If prequalification is required, the appropriate submittal information will be requested from bidders during the bid evaluation performed by the Engineer and Owner after receipt of Proposals.

All Bidders must be in good standing with the Owner. Good standing includes, among other things: (a) whether Bidder is currently delinquent on the completion of work or punchlist items under another Owner contract for which it was a successful bidder; (b) whether Bidder is currently in default under another Owner contract for which it was a successful bidder; and (c) whether Bidder has failed to fulfill provisions of another Owner contract for which it was a successful bidder, during the past two years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his/her classification as to the value and the type of construction on which he/she is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any source other than thru an Addendum shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful Bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with the delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of the Contract and for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection with the Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidder's Proposal; (2) the Bidder's Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate available manpower such that he can perform the work according to a reasonable schedule acceptable to the Owner; (5) is in good standing with the Owner; and (6) such other factors as may be considered under State law, Federal law or other applicable regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his/her Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Contract Documents.

20. SUBSURFACE DATA (Not Used)

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Article 6.05 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

BIDDER'S PROPOSAL
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Roof Repair at the Jackie Dole Sherrill Community Center.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) proposal for the project:

00300-2

BASE BID

All labor, materials, equipment and other means as necessary to complete the **BASE BID** as shown on the Contract Drawings and as specified:

_____ DOLLARS (\$_____)

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

For five (5) percent of the Base Bid amount, I (We) enclose a Bid Bond or Certified Check for the amount of: _____ DOLLARS (\$_____)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

00300-5

BID BOND
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

ROOF REPAIR

JACKIE DOLE COMMUNITY CENTER

CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

**ROOF REPAIR
JACKIE DOLE COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Roof Repair – Jackie Dole Sherrill Community Center" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ Dollars (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the

-
- Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of _____ Dollars (\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of _____ Dollars (\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

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extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Surety
By _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

00500-9

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Roof Repair
 Jackie Dole Sherrill Community Center
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, Inc., 125 S. Congress St., Ste. 1100, Jackson, MS 39201.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Mayor Johnny Dupree, and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

William T. Myers, Jr., P.E.
Project Engineer

c: Mayor Johnny Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
ROOF REPAIR
JACKIE DOLE SHERRILL COMMUNITY CENTER
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. William T. (Bill) Myers, Jr., P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Johnny Dupree

00500-13

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CERTIFICATE OF SUFFICIENCY

**ROOF REPAIR
JACKIE DOLE COMMUNITY CENTER**

CITY OF HATTIESBURG, MISSISSIPPI

I, _____, CHIEF LEGAL OFFICER FOR THE
OWNER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND
EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE
PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

Date: _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
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TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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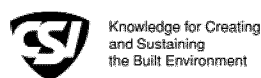
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions (of the EJCDC C-700).
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its' entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

"Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to "safety" elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the "safety" aspects of Contractor's performance, or any other matter relating to the Contractor's means, methods, techniques, sequences or procedures. Contractor's contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations"

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

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- E. For construction contracts over \$250,000.00, the **CONTRACTOR** may, at his option, withdraw the 50 percent of the retainage after 50 percent of the work has been completed, as approved by the **ENGINEER**, provided retainage be withheld at 2.5 percent for the remainder of the project. Retainage will be withheld at a rate of 5 percent until final completion for construction contracts under \$250,000.00.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.
13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages in accordance with the Advertisement for Bids.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

*** * END OF SECTION * ***

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

All of the work of this Contract is located at 220 West Front Street, Hattiesburg, MS.

1.02 WORK TO BE DONE

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for use.

1.04 WORK SEQUENCE

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with the Owner such that existing drainage, water service, electrical service and sewer service are maintained at all times.

1.05 CONSTRUCTION AREAS

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:

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1. Work by other contractors.
 2. OWNER use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 OWNER OCCUPANCY

- A. OWNER will have full access to all existing facilities during the entire period of construction. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 PLANS AND SPECIFICATIONS

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Roof Repair at the Jackie Dole Sherrill Community Center, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the work as specified and indicated in the Contract Documents.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04 and Part 1.05. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 **Submittal**

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit Applications for Payment typed with itemized values on form EJCDC C-620 (Contractor's Application For Payment).
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.
- C. Provide additional pages of the itemized values as needed.
- D. Complete all applicable items on Page 1 and all Columns (A-G) on Page 2.
- E. Applications for Payment that are incomplete will be returned to the Contractor.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested

with the applications for progress reports identifying:

1. The payment item to which the substantiating data applies.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit six (6) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 WORK PROGRESS

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 FLOOR OPENINGS

All floor openings shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property.

1.03 PROTECTION OF THE WORK AND THE EXISTING BUILDING

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All portions of the existing building not directly related to the work shall be protected in a suitable manner. Should any parts of the building become damaged during the work, all such damaged items shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the Contract.
- C. The CONTRACTOR is responsible for the security of all equipment, material, tools, machinery, supplies and related items for the work.

1.04 UTILITIES

- A. Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines, gas lines, and appurtenances; storm drains and sanitary sewers; hvac and related mechanical items.
- B. The Contractor shall notify the Owner and the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.
- C. The Contractor shall assume full responsibility for the protection of all utilities, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from damage of any kind. Any damage resulting from the Contractor's work shall be repaired by the Contractor at his/her expense..
- D. The Contractor(s) may use the on-site electrical, water & toilet facilities for project-related requirements without cost.
- E. The Owner reserves the right to discontinue providing such services at his/her discretion. If such services are discontinued, the Contractor shall provide such services at no additional cost to the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. CONTRACTOR's Representative and Construction Superintendent.
 - 4. Subcontractor's representative and construction superintendent.
 - 5. Utility representatives as appropriate.
 - 6. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. At least one construction progress meeting will be held at approximately the mid-point of construction.
- B. Special construction progress meetings will be held as determined by the Owner or Engineer.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.
 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 14. Other matters as appropriate.

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15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for

him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.

- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is

considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "NOT APPROVED" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the

Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.04 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products

shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.05 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.06 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them

under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

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- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.
 - D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
 - E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers

or packaging and with identifying labels intact and legible.

2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weathertight enclosures.
 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.
- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.

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- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 30 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove demolished materials, waste, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds impacted by the work.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction (as-built drawings):
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (with Engineer's review stamp).
- F. Construction photographs (electronic copies on dvd):
 - 1. Minimum 4 photos (2 @ N. wall, 2 @ S. wall) of floor framing repair (prior to wood flooring installation,
 - 2. Minimum 2 photos (1 @ N. wall, 1 @ S. wall) of finished wood flooring and base

trim,

3. Minimum 3 photos (1 @ N. door threshold, 1 @ S. door threshold, 1 @ W. door threshold)

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.
- C. At Contract close-out, deliver a copy of the as-built drawings to the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.04 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 WORK INCLUDED (unless specified in other Sections in the Contract Documents):

- A. Structural and Non-Structural Dimension Lumber.
- B. Wood-Preservative-Treated Materials.
- C. Fire-Retardant-Treated Materials.
- D. Roof-Mounted Curbs, Nailers and Cant Strips.
- E. Concealed Boards, Furring, Blocking and Shims.
- F. Wood-Based Structural-Use Panels.
- G. Particleboard and Oriented Strand Board.
- H. Hardboard Underlayment.
- I. Fiberboard Sheathing.
- J. Insulating Sheathing.
- K. Air-Infiltration Barrier.
- L. Fasteners, Joist Hangers and Other Connectors.
- M. Sill-Sealer Gaskets.
- N. Adhesives.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 07310 – Asphalt Shingle Roofing System.
- B. Section 07620 – Metal Flashing & Trim.
- C. Section 07900 – Sealants & Caulking.
- D. Section 09900 – Painting.

1.03 REFERENCE STANDARDS

-
- A. MIL-V-13518C(1) Wood Preservative: Tetrachlorophenol and Pentachlorophenol, Surface Sealing Compound.
 - B. APA – American Plywood Association
 - C. AWWA – American Wood Protection Association
 - D. DOC PS 1 – Construction and Industrial Plywood, 2007.
 - E. DOC PS 2 – Performance Standard for Wood-based Structural-use Panels, 1992.
 - F. DOC PS 20 — American Softwood Lumber Standard, 2005.
 - G. NDS — National Design Specification for Wood Construction, 2005 Edition.
 - H. IBC – International Building Code, 2006 Edition.
 - I. SPIB – Southern Pine Inspection Bureau, Grading Rules, 2002.

1.04 QUALITY ASSURANCE

- A. Rough Carpentry Lumber: Visible grade-mark of mill licensed by SPIB.
- B. Lumber grading rules and wood species shall be in conformance with PS 20. Materials furnished under this section shall comply with the grading rules of SPIB.
- C. Identify all lumber and plywood by the mark of an approved testing and grading agency.
- D. Testing: ASTM E-84, maximum 25 flame spread rating.
- E. Preservative-treated products where specified shall be treated in accordance with AWWA Standard U1 to the requirements of Use Category UC3.

1.05 SUBMITTALS

- A. Certification by preservative-treating plant stating conformance with AWWA standards.
- B. Certification that structural lumber sheathing and panels conform to the APA standards.
- C. Certification that all fasteners and anchors meet or exceed the requirements of the IBC.
- D. Data sheets for all manufactured connectors and specialty items.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work.
- B. Protect items from weather and damage while in transit and storage at the site.

PART 2 - PRODUCTS

2.01 MATERIALS

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- A. Lumber: PS 20; graded in accordance with established Grading rules; maximum moisture content of 15% of any commercial softwood species, and 19% when pressure-treated:
 - 1. Structural light framing: No. 2 grade.
 - 2. Non-structural light framing; Standard grade.
 - 3. Studs: Stud grade (max. moisture content = 19%).
 - 4. Structural joists: No. 2 grade.
 - 5. Beams: No. 1 grade.
 - 6. Exterior trim: Custom grade (preservative-treated).
- B. Douglas Fir Plywood; C-D INT-APA w/exterior glue.
- C. Softwood Plywood; C-D INT-APA w/exterior glue.
- D. Underlayment: Underlayment INT-APA.
- E. Roof Decking and Sheathing: ½" wood structural panel sheathing (rating 24/0), exterior grade board. Polyclips shall be equally spaced at 2 per 24" of decking, as required.
- F. Wood Particleboard: Composed of wood chips, shavings or flakes type made with high waterproof resin binders of grade to suit application; sanded faces.
- G. Nails, Spikes and Staples: Galvanized for exterior locations, high-humidity locations and treated wood; plain finish for other interior locations:
 - 1. Unless more stringent requirements are noted in the Contract Documents, the size, type and quantity shall comply with the requirements of Table 2304.9.1 of the IBC.
- H. Bolts, Nuts, Washers, Lags, Pins, and Screws: Medium carbon steel; sized to suit application; galvanized for exterior locations and for connections to concrete or masonry, high-humidity locations and treated woods; plain finish for other interior locations.
- I. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolts or power activated type for anchorage to steel. Galvanized or similar corrosive finishes – all locations.
- J. Joist hangers, hurricane clips and other metal connectors: U.N.O. in the Contract Documents, provide galvanized connectors suitable for the members connected.
 - 1. Approved manufacturers are: Simpson, USP and Fastenal.

2.02 WOOD TREATMENT

- A. Preservatives shall conform to AWPA Standard U1.
- B. All pressure-treated members shall bear the quality mark of an AWPA certified inspection agency that maintains continuing supervision, testing and inspection over the quality of the preservative-treated wood.

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- C. Shop pressure treat and deliver to site ready for installation, wood materials requiring pressure impregnated preservatives.
 - D. Brush apply one coat of preservative treatment on wood with site-sawn ends. Allow preservative to cure prior to installing members.
 - E. All wood members in direct contact with the foundation/slab-on-grade concrete shall be pressure treated.
 - F. All wood nailing blocks and strips for securing all flashing shall be pressure treated.
 - G. Horizontal wood members less than 24" above finished grade shall be pressure treated.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Erect wood framing, furring, stripping, roof curbs and cants, blocking and nailing members true to lines and levels. Do not deviate from true alignment more than 1/4".
- B. Space members at 16" on center U.N.O. on the drawings.
- C. Construct members of continuous pieces of longest possible lengths.
- D. Construct and erect all work true and plumb in a workmanlike manner.
- E. U.N.O. install nails, bolts and fasteners in accordance with IBC Table 2304.9.1.

****END OF SECTION****

SECTION 07310

ASPHALT SHINGLE ROOFING SYSTEM

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Removal of existing shingles, flashing, trim and other items required for receiving new roofing.
- B. Architectural asphalt shingle roofing.
- C. Moisture shedding underlayment, eaves, valley and ridge protection.

1.02 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry.
- B. Section 07620 - Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- D. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bitumen Sheet.
- E. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- F. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- G. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- H. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- I. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.

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- J. ASTM D 7158 – Standard Test Method for Wind Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method)
 - K. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - L. International Building Code, 2006 Ed.
 - M. UL 790 – Tests for Fire Resistance of Roof Covering Material.
 - N. UL 2218 - Impact Resistance of Prepared Roofing Materials.
 - O. UL 2390/ASTM D 6381 – Test Method for Wind Resistant Shingles with Sealed Tabs

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- C. Color Samples: Provide manufacturer's standard color charts. Upon request by Engineer, provide 12"x12" samples of three selected colors for final selection. Color to be selected by Owner.
- D. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- E. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiber glass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance.
 - 2. ASTM D 3161/UL 997 Wind Resistance.
 - 3. ASTM D 3462.
- F. Certification that roofing installer has a minimum of five (5) years of installing roof systems as specified herein.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.
- C. Asphalt shingle wrappers shall bear a label indicating compliance with either:
 - 1. ASTM D3161 Class F, or
 - 2. ASTM D7158 Class H
- D. Roofing installer shall have a minimum of five (5) years of installing roofs as specified herein.

1.06 WARRANTY

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- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for product(s) of this section as follows:

ASPHALT FIBER GLASS SHINGLES: 30-year limited warranty

- B. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect for the five years after completion of application of shingles.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. CertainTeed Corporation, Architectural Support Group,
B. Owens Corning,
C. GAF, or
B. Substitutions of equal or better are permitted with approval of Engineer.

2.02 ARCHITECTURAL ASPHALT FIBER GLASS SHINGLES

- A. Weight: 230/240 pounds per square (100 square feet).
B. Color: As selected by Owner from manufacturer's standards.
C. Algae resistant.
D. Wind speed: 110 mph.

2.03 SHEET MATERIALS

- A. Underlayment: Ice & Water Shield HT by Grace, or
B. Approved equivalent.

2.04 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A 361M; 26 gauge steel with minimum G115/Z350 galvanized coating, or
B. Sheet Flashing: ASTM B 209; 0.025 in thick aluminum, mill finish, or
C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot; natural finish.
D. Bituminous Paint: Acid and alkali resistant type; black color.

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- E. Tinner's Paint: Color as selected by Owner to coordinate with shingle color.

2.05 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch head diameter; minimum 11 or 12 gauge shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch into solid wood, plywood, or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586.

2.06 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01700.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings and curbs are correctly framed prior to installing work of this section.
- D. Verify deck surfaces are dry and free of ridges, warps, or voids.
- E. Verify allowable weight of bundles and workers on roof during installation.

3.02 PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.
- C. Lay bundles flat. Bundles may not be stacked more than two (2) bundles high. Do not bend over ridges.

3.03 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Install in accordance with manufacturer's recommended instructions and as noted on the Drawings.
- B. Weather-lap (minimum of 2 inches) and seal watertight with asphalt roofing cement items projecting through or mounted on roof.

3.04 INSTALLATION - VALLEY PROTECTION

- A. For "closed" valleys first place one ply of continuous underlayment, minimum 48 inches wide, centered over valleys. Lap joint at top 12 inches minimum. Follow instructions of shingle and waterproofing membrane manufacturer.
- B. Install a single ply of smooth roll roofing complying with ASTM D6380, Class S Type III or ASTM D 3909 and a minimum of 36 inches wide.

3.05 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches.
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.
- C. Drip trim shall have corrosive-resistant fasteners at 12" on-centers.

3.06 INSTALLATION – MINERAL SURFACED ROLL FLASHING

- A. Minimum weight of 77 pounds per 100 sf. Install in accordance with manufacturer's instructions for product type and application specified.

3.07 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.08 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Division 1.
- B. Visual inspection of the Work will be provided by Owner.
- C. Unacceptable work will be replaced at no cost to the Owner.

3.09 PROTECTION OF FINISHED WORK

- A. Clean and protect finished work under provisions of Section 01710.
- B. Do not permit traffic over finished roof surface.

****END OF SECTION****

SECTION 07620

METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Roof flashings.
- B. Coping systems.
- C. Counterflashings at roof vent stacks.

1.02 RELATED WORK

- A. Section 06100 – Rough Carpentry.
- B. Section 07310 – Asphalt Shingles.
- C. Section 07900 – Sealants and Caulks.

1.03 REFERENCES

- A. AA (Aluminum Association) - Aluminum Construction Manual: Aluminum Sheet Metal Work and Building Construction.
- B. ANSI/ASTM B32 - Solder Metal.
- C. ASTM B209 - Aluminum and Aluminum Alloy Sheet and Plate.
- D. FS SS-C-153 - Cement, Bituminous, Plastic.
- E. NAAMM - Metal Finishes Handbook.
- F. NRCA (National Contractors Association) - Roofing Manual.
- G. SMACNA - Architectural Sheet Metal Manual.

1.04 SYSTEM DESCRIPTION

Work of this Section is to prevent (in conjunction with associated roofing materials and sealants) moisture penetration through, or around roof openings, roof edges, roof valleys, and other related items as noted on the Drawings.

1.05 QUALITY ASSURANCE

Applicator: Company specializing in sheet metal flashing work with 5 years minimum experience.

1.06 SUBMITTALS

- A. Submit product data and samples under provisions of Section 01340.
- B. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.
- C. Submit manufacturer's installation instructions under provisions of Section 01340.
- D. Provide 12 x 12 inch sized sample of metal flashing illustrating typical seam, external corner, internal corner, junction to vertical dissimilar surface, material, and finish.

1.07 STORAGE AND HANDLING

- A. Store products under provisions of Section 01600.
- B. Stack preformed material to prevent twisting, bending, or abrasion, and to provide ventilation.
- C. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

PART 2 - PRODUCTS

2.01 SHEET MATERIALS

- A. Concealed: Galvanized steel, ASTM A361, G90 zinc coating, 24 gage core steel.
- B. Exposed: Aluminum, ASTM B209, Aluminum Alloy Sheet and Plate; Color TBD by Owner.

2.02 ACCESSORIES

- A. Fastener: Finish same as flashing metal.
- B. Underlayment: ASTM D266; No. 15 asphalt saturated roofing felt.
- C. Protective Backing Paint: Bituminous.
- D. Slip Sheet: Rosin sized building paper.
- E. Plastic Cement: FS SS-C-153, Type I-asphaltic base cement.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, minimum 2 inches wide, interlockable with sheet.
- C. Form pieces in longest practical lengths.

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- D. Hem exposed edges on underside 2 inch (13 mm); miter and seam corners.
 - E. Form material with standing flat lock cover plate seam.
 - F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
 - G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip, unless shown otherwise on Drawings.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
- B. Verify membrane termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Field measure site conditions prior to fabricating Work.
- B. Install starter and edge strips, and cleats before starting installation.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Architect/Engineer.
- D. Seam and seal all joints.
- E. Apply plastic cement compound between metal flashings and felt flashings.
- F. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- G. Seal metal joints watertight.

3.03 INSTALLATION

Conform to Drawing details included in SMACNA or NRCA manual, as well as details on Drawings.

****END OF SECTION****

SECTION 07900

SEALANTS AND CAULK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish all materials, labor, equipment, and incidentals required to perform all caulking, sealants, joint fillers, gaskets, and related work necessary for the proper completion of the project as required by the Drawings and as specified herein.
- B. Caulk all exterior wall joints, between adjacent materials, joints between frames or louvers and adjacent materials, copings, masonry control joints, and all other joints shown on the Drawings or required for the completion of the work. Joints noted as "caulk," "caulking," or "sealant" shall be caulked as specified herein.
- C. Caulk all interior joints between frames and masonry, at tops of masonry walls, between masonry and structural concrete, floor joints in tile, joints in rooms to be airtight, and all other joints shown on the Drawings or required for the completion of the work.
- D. Furnish and install masonry sealant at all exterior masonry walls.
- E. Furnish and install concrete sealant at exposed floors as indicated on drawings.

1.02 RELATED WORK

- A. Section 07310 – Asphalt Shingle Roofing System.
- B. Section 07620 – Metal Flashing & Trim.
- C. Section 09900 – Painting.

1.03 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam)
- F. National Sanitation Foundation (NSF): ANSI/NSF Standard 61 - Drinking Water System Components-Health Effects

1.04 SUBMITTALS

- A. Submit to the ENGINEER for review in accordance with the provisions of Section 01340, shop drawings, working drawings, and product data including detailed product information and colors on materials proposed and material installation methods.
- B. Submit for review two sets of special-colored sealant samples in representative quantities. Resubmit until approved.
- C. Submit for review two sets of representative samples of any or all other proposed materials required for the work of this Section as requested by the ENGINEER.
- D. Submit certification by the manufacturer that the products supplied comply with local regulations controlling the use of volatile organic compounds (VOCs).

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.06 WARRANTY

- A. Provide a five-year warranty for exterior sealants.
- B. Warranty: Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

PART 2 - PRODUCTS

2.01 SEALANTS

- A. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A multi-component.
 - 1. Standard colors matching finished surfaces.
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, non-skinning, noncuring.
 - 1. Applications: Use for:
 - a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in siding overlaps.
- C. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Standard colors matching finished surfaces.
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.

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- c. Other interior joints for which no other type of sealant is indicated.
 - D. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
 - 1. Applications: Use for concealed locations only:
 - a. Sealant bead between top stud runner and structure and between bottom stud track and floor.
 - E. Interior Floor Joint Sealant: Polyurethane, self-leveling; ASTM C920, Grade P, Class 25, Uses T, M and A; multi-component.
 - 1. Approved by manufacturer for wide joints up to 1-1/2 inches.
 - 2. Standard colors matching finished surfaces.
 - F. Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, M and A multi-component.
 - 1. Gray color.
 - 2. Applications: Use for:
 - a. Joints in sidewalks and vehicular paving.
 - G. Sealant for joints in water-containing structures shall be an elastomeric sealant suitable for continual immersion in water having a chlorine concentration of 4.0 milligrams per liter (mg/L) and conforming to ASTM C920, Type S or M, Grade NS, Class 25. It shall be non-toxic and free of taste or odor and shall be suitable for contact with potable water. It shall meet ANSI/NSF Standard 61 requirements for use in contact with potable water. Sealant shall be Sikaflex 2c NS by Sika Corp., Vulkem 921 by Tremco Inc., or equal. Primer shall be as recommended by the manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Verify that substrate surfaces and joint openings are ready to receive Work.
- B. Verify that joint backing and release tapes are compatible with sealant.
- C. Remove loose materials and foreign matter that might impair adhesion of sealant.
- D. Clean and prime joints in accordance with manufacturer's instructions.
- E. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

3.02 INSTALLATION

- A. Perform Work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application Work in accordance with ASTM C919.

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- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
 - E. Install bond breaker where joint backing is not used.
 - F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
 - G. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
 - H. Tool joints concave.

3.03 CLEANING

- A. Clean adjacent soiled surfaces.

3.04 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.
- B. Remove and replace sealants that have been damaged during construction or are not acceptable.

****END OF SECTION****

SECTION 09900

PAINTING

PART 1 — GENERAL

1.01 DESCRIPTION

- A. Contractor shall provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install all painting work.
- B. The types of painting work includes the painting and finishing of all items and surfaces throughout the project included in this Contract. Surface preparation, priming, and coats of paint specified are in addition to shop priming and surface treatment specified under other sections of the work.
- C. The term "paint" as used herein means all coating systems materials, which includes pretreatments, primers, emulsions, enamels, stain, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- D. Paint all exposed surfaces whether or not colors are designated in any schedule, except where the natural finish of the material is specifically noted as a surface not to be painted. The term "exposed" as used herein means all items not visible to the eye. For items that are partially exposed, the entire item shall be painted.
- E. Structural and miscellaneous metals covered with concrete shall only receive a primer compatible with the covering material.
- F. Painting Not Included: The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these specifications.
 - 1. Shop Priming: Unless otherwise specified, shop priming of structural metal, miscellaneous metal fabrications, other metal items, and such fabricated components as shop-fabricated or factory-built equipment, or accessories shall conform to applicable requirements of this section, but are included elsewhere in this specification.
 - 2. Pre-Finished Items:
 - a. Items furnished with factory finishes such as baked-on enamel, plastic laminate, alkyd-urea synthetic resin, porcelain, polyvinyl fluoride, or other similar finishes.

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3. Concealed Surfaces:
 - a. Nonmetallic wall or ceiling surfaces in areas concealed from view and generally inaccessible areas, such as furred areas, pipe spaces, duct shafts and elevator shafts, as applicable to this project.
 - b. Paint all piping, equipment, and other such items within these areas that do not have galvanized or other corrosion-resistant finish as specified.
 4. Cement plaster
 5. Exterior above grade non-submerged concrete, unless otherwise specified.
 6. Submerged or intermittently submerged concrete, unless otherwise specified.
 7. Concrete floors, unless otherwise specified.
 8. Metal surfaces of anodized aluminum, stainless steel, chromium plate and bronze will not require finish painting, unless shown or specified.
 9. Operating Parts and Labels:
 - a. Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts do not require painting unless otherwise specified.
 - b. Do not paint over any code-required labels, such as UL and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
 - c. Remove all paint, coating, or splatter inadvertently placed on these surfaces.
- H. Touch up factory-finished items with paint supplied by the item manufacturer. Contractor shall field paint prefinished items as specified or directed by Engineer.

1.02 COORDINATION

- A. Review installation procedures under other sections and coordinate the installation of items that must be field painted in this section.
- B. Notify other contractors in advance of the field painting to provide the other contractors with sufficient time for installation of items included in their work that must be field painted in this section.
- C. Coordinate the painting of areas that are inaccessible once equipment has been installed.
- D. Provide finish coats which are compatible with the prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Contractor shall be responsible for the compatibility of all shop primed and field painted items. Furnish information on the characteristics of the finish materials proposed to use, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Engineer in writing of anticipated problems using the coating systems as specified with substrates primed by others.

1.03 QUALITY ASSURANCE

- A. Applicator Qualifications:
 1. Submit the name and experience record of the painting applicator. Include the name

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- of utility or industrial installations painted, responsible officials, architects, or engineers concerned with the project and the approximate contract price.
2. Painting applicators whose submissions indicate that they have not had the experience required to perform the work will not be approved.
- B. Source Quality Control: Obtain all materials from the same manufacturer unless otherwise approved. Obtain materials only from manufacturers who will:
1. Provide the services of a qualified manufacturer's representative at the project site at the commencement of work to advise on materials, installation, and finishing techniques.
 2. Certify long term compatibility of all coatings with all substrates, both new and existing.
- B. Reference Standards: Comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:
1. ANSI A13.1, Scheme for the Identification of Piping Systems
 2. Great Lakes — Upper Mississippi River Board of State Sanitary Engineers (Ten States Standards), Recommended Standards for Water works — 1992 Edition, Addendum No. 6, Painting of Water works Piping for Public Water Supplies
 3. OSHA 1910.144, Safety Color Code for Marking Physical Hazards
 4. SSPC Volume 2, Systems and Specifications, Surface Preparation Guide and Paint Application Specifications
- C. Requirements of Regulatory Agencies: Coatings for surfaces in contact with potable water or water being treated for potable use shall not impart any taste or odor to the water, result in any organic or inorganic content in excess of the maximum contaminant level established by applicable laws or regulations, and shall be approved for potable water use by National Sanitation Foundation. All such coatings shall be approved by the applicable regulatory agency. Revise painting systems specified herein to provide manufacturer's approved coating system where required.

1.04 SUBMITTALS

- A. Each type of marker specified.
- B. Shop Drawings: Submit for approval the following:
- b. Copies of manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
 - c. Copies of each contractor's proposed protection procedures in each area of the work.
 - d. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.
 - e. Copies of manufacturer's complete color charts for each coating system.
 - f. Pipe Markers: Copies of manufacturer's technical brochure, including color chart and list of standard markers.
 - g. Test reports from approved certified laboratory that materials meet the required performance test for application.
 - h. Maintenance Manual: Upon completion of the work, furnish copies of a detailed maintenance manual including the following information:
 - a. Product name and number

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- b. Name, address, and telephone number of manufacturer and local distributor
 - c. Detailed procedures for routine maintenance and cleaning
 - d. Detailed procedures for light repairs such as dents, scratches and staining.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery of Materials: Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Name or title of material
 - 2. Manufacturer's stock numbers and date of manufacture
 - 3. Manufacturer's name
 - 4. Contents of volume for major pigment and vehicle constituents
 - 5. Thinning instructions where recommended
 - 6. Application instructions
 - 7. Color name and number
- B. Storage of Materials:
 - 1. Store only acceptable project materials on project site.
 - 2. Store in a suitable location approved by Engineer. Keep area clean and accessible.
 - 3. Restrict storage to paint materials and related equipment.
 - 4. Comply with health and fire regulations including the Occupational Safety and Health Act of 1970.
- C. Handling of Materials.
 - 1. Handle materials carefully to prevent inclusion of foreign materials.
 - 2. Do not open containers or mix components until necessary preparatory work has been completed and application work will start immediately.

1.06 JOB CONDITIONS

- A. Existing Conditions:
 - 1. Before painting is started in any area, it shall be broom cleaned and excessive dust shall be removed.
 - 2. After painting operations begin in a given area, broom cleaning will not be allowed; cleaning shall then be done only with commercial vacuum cleaning equipment.
- B. Environmental Requirements:
 - 1. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 55°F and 90°F unless otherwise permitted by the paint manufacturer's printed instructions.
 - 2. Apply other paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 65°F and 95°F, unless otherwise permitted by the paint manufacturer's printed instructions.
 - 3. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces.
 - 4. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperatures limits specified by the paint manufacturer during application and drying periods.

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5. Anticipate dew or moisture condensation and delay painting until it can be determined with certainty that the surfaces will be dry during the painting operation.
 6. Temperature of the surface shall be at least 5° above the dew point temperature. Each day's painting shall be completed well in advance of probable time of day when condensation will occur in order to permit the required film drying time prior to formation of moisture.
 7. Adequate illumination and ventilation shall be provided in all areas where painting operations are in progress.
 8. Brush coat all welds with prime coat prior to application of the prime coat.
 9. Install piping markers only after all painting and finish work has been completed.
- C. Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.

PART 2 — PRODUCTS

2.01 MATERIAL QUALITY

- A. Manufacturer: Provide products of one of the following:
1. Tnemec Company, Inc.
 2. Benjamin Moore.
 3. Devoe Paint.
 4. Glidden.
 5. Induron.
 6. Pecora Corp.
 7. Rust-Oleum.
 8. Sherwin Williams.
 9. Or equal.
- A. Provide manufacturer's best grade of the various types of coatings suitable for use in pumping stations as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Provide primers produced by the same manufacturer as the finish coats. Use only thinners recommended by the paint manufacturer, and use only to recommended limits.
- C. Provide paints and pipe markers of durable and washable quality. Use materials which will withstand normal washing as required to remove grease, oil, chemicals, etc., without showing discoloration, loss of gloss, staining, or other damage.

2.02 SUBSTITUTIONS

No substitutions shall be considered that decrease the film thickness, the surface preparation, or the generic type of coating specified. Approved manufacturers must furnish the same color selection as the manufacturers specified, including accent colors and custom colors in all coating systems.

2.03 COLORS AND FINISHES

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- A. Surface treatment and finishes are shown under "Painting Systems" below. All substrates scheduled under "Painting Systems" shall be painted whether or not shown on the Drawings or in schedules, unless an item is specifically scheduled as not requiring the painting system scheduled below.
 - B. Color Selection:
 - 1. A maximum of 20 different colors may be selected for the project, in addition to color coding of all piping and ducts.
 - 2. Owner reserves the right to select non-standard colors for all paint systems specified within the ability of the manufacturer to produce such non-standard colors. Selection of non-standard colors shall not be cause for Contractor rejecting Owner's color selections and Contractor shall provide such colors at no additional expense to the Owner.
 - C. After approval of submittals and prior to beginning work, Engineer will furnish color schedules for surfaces to be painted listed in the painting systems below.
 - D. Color Coding: In general, and unless otherwise specified, all color coding of piping, ducts and equipment shall comply with applicable standards of ANSI A13.1 and OSHA 1910.144.
 - E. Use representative colors when preparing samples for Engineer's review.
 - F. Color Pigments: Pure, nonfading, applicable types to suit the substrates and service indicated.
 - 1. Lead: Lead content shall not exceed amount permitted by federal, state, and local government laws and regulations.
 - 2. Paints specified for application in contact with potable water shall be approved by the United States Environmental Protection Agency and the National Sanitation Foundation.
 - G. Submit proposed application techniques to Engineer. Submit proof of acceptability of technique proposed by the paint manufacturer selected.

2.04 PAINTING SYSTEMS

- A. Steel Exterior Atmospheric Exposure: Structural Steel Members, Pipes, Valves, and Fittings
 - 1. Surface Preparation: SSPC-SP 6 Commercial Blast Cleaning as specified in 3.02.C
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - (1) Primer: Series 66 — Color High-Build Epoxoline — 3.0–5.0 dry mils per coat
 - (2) Intermediate: Series 73—Endura-Shield—2.0–4.0 dry mils per coat
 - (3) Finish: Series 76 Clear — Endura-Clear, 1.0–2.0 dry mils per coat
 - (4) The total dry mil thickness shall be 6.0 to 11.0 mils
 - b. Induron:
 - (1) Primer: Armorguard Polyamide Epoxy Primer — 3.0–6.0 dry mils per coat
 - (2) Intermediate: Indurathane 5500 — 1.5–3.0 dry mils per coat
 - (3) Finish: Indurathane 5000 Clear Coat — 1.0–2.0 dry mils per coat

		(4) The total dry mils thickness shall be 6.0 to 11.0 mils
	c.	Or equal
B.	Steel Interior: Pipes, Valves, and Fittings	
	1.	Surface Preparation: SSPC-SP 6 Commercial Blast Cleaning as specified in 3.02.C
	2.	Product and Manufacturer: Provide one of the following:
	a.	Tnemec:
		(1) Primer: Series 66 - Color High-Build Epoxoline, 3.0-5.0 dry mils per coat
		(2) Finish: Series 66 - Color High-Build Epoxoline, 4.0-6.0 dry mils per coat
		(3) The total dry mils thickness shall be 7.0 to 11.0 mils
	b.	Induron:
		(1) Primer: Armorguard Polyamide Epoxy - 3.0-6.0 dry mils per coat
		(2) Finish: Armorguard Polyamide Epoxy - 3.0-6.0 mils per coat
		(3) The total dry mils thickness shall be 7.0 to 11.0 mils
	c.	Or equivalent
C.	Ductile Iron, Galvanized Steel, and Non-Ferrous Metals: Exterior Atmospheric Exposure	
	1.	Surface Preparation: SSPC-SP1 Solvent cleaning and abrasive sandblast as specified in 3.02
	2.	Product Manufacturer: Provide one of the following:
	a.	Tnemec:
		(1) First Coat: Series 66-Color Hi-Build Epoxoline — 2.0–3.0 dry mils per coat
		(2) Finish: Series 73-Color Endura-Shield — 2.0–3.0 dry mils per coat
		(3) The total dry mils thickness shall be 4.0–6.0 mils
	b.	Induron:
		(1) First Coat: Armorguard Polyamide Epoxy — 3.0–6.0 dry mils per coat
		(2) Finish: Indurethane 5500 — 1.5–3.0 dry mils per coat
		(3) The total dry miles thickness shall be 4.0–6.0 mils
	c.	Or equal
D.	Steel Shop-Primed: Metal Door, Frame, and Miscellaneous:	
	1.	Surface Preparation: SSPC-SP 2/SP3 Hand or Power Tool Cleaning as specified in 3.02.D
	2.	Product and Manufacturer: Provide one of the following:
	a.	Tnemec:
		(1) Field Primer or Field Touch-up: Series 530 Omnithane: 2.0-3.0 dry mils per coat
		(2) Intermediate Coat: Series 530 Omnithane C 2.0-3.0 dry mils per coat
		(3) Finish Coat: Series 73-Color Endura-Shield C 2.0-3.0 dry mils per coat
		(4) The total dry mils thickness shall be 6.0 to 9.0 mils
	b.	Induron:
		(1) Field Primer or Field Touch-up: Induramastic 85-2.0-3.0 dry mils per coat

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- (2) Intermediate Coat: Armorguard Epoxy - 3.0-6.0 dry mils per coat
 - (3) Finish Coat: Induron 5500-1.5-3.0 dry mils per coat
 - (4) The total dry mils thickness shall be 6.0 to 9.0 mils
 - c. Or equivalent
 - E. All Metal Surfaces Exposed to Temperatures Over 250 degrees F
 - 1. Surface Preparation: SSPC-SP 10 Near white blast
 - 2. Product and Manufacturer:
 - a. 2 coats of Dampney Thurmalox 260 Color 2.0-2.5 dry mils per coat
 - b. Or Equal
 - F. Pipe and Duct Insulation:
 - 1. Surface Preparation: Remove all foreign matter
 - 2. Products and Manufacturer:
 - a. Primer: Tnemec 51-792 PVA Sealer or equal
 - b. Finish: Tnemec 66 H.B. Epoxoline or equal
 - G. Steel Casing Pipe
 - 1. Surface Preparation: Clean and prepare as specified in paragraph 3.02C.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec: Series 66 or 69 Hi-Build Epoxoline, 3.0 to 5.0 dry mils per coat. Total dry mils thickness shall be 14.0-20.0 mils.
 - b. Induron: Ruff Stuff 2100 C 14.0B20.0 dry mils per coat. Total dry mils thickness shall be 16.0-24.0 mils.
 - c. Or equivalent
 - H. All Aluminum in Contact with Dissimilar Materials:
 - 1. Surface Preparation:
 - a. Remove all foreign matter.
 - b. Pretreatment Wash Coat of Polyvinyl Butyryl Resin: 1 coat, 0.3-0.5 dry mils.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec: 69 Hi-Build Epoxoline — 2.0–3.0 dry mils per coat. Total dry mils thickness shall be 4.0 to 6.0 mils.
 - b. Induron: Perma-Clean II Epoxy — 3.0-6.0 dry mils per coat. Total dry mils thickness shall be 4.0 to 6.0 mils.
 - c. Or equal.
 - I. Millwork and other wood surfaces including doors:
 - 1. Surface Preparation: per manufacturer's recommendations
 - 2. Product and Manufacturer:
 - a. Primer (1 coat minimum, 2.0 dry mils minimum thickness or as recommended by manufacturer)
 - (1) Tnemec 36-603 Undercoater
 - (2) Porter 565 House Paint Primer
 - (3) Or Equal
 - b. Finish (2 coats minimum, 2.0 dry mils minimum thickness or as recommended by the manufacturer, paint shall be for interior or exterior applications)
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- (1) Tnemec 2 color Tneme Gloss
 - (2) Pittsburgh Sun Proof High Gloss
 - (3) Or Equal

- J. Gypsum Plaster, Ceiling board (Interior):
3. Surface Preparation: Per Part 3 of this specification
 4. Product and Manufacturer:
 - a. Tnemec 51-792 primer (1 coat 1.0-2.0 dry mils) and 113 Tufcoat finish (2 coats 2.0-3.0 dry mils per coat), or
 - b. USG "First Coat" primer (1 coat of latex primer sealer) and 2 coats of alkyd enamel (semi-gloss), or
 - c. Equivalent.
- K. PVC Piping, Fiberglass, Fiberglass Insulation Covering (Interior):
5. Surface Preparation: Per Part 3 of this specification
 6. Product and Manufacturer:
 - a. Tnemec 66 H.B. Epoxoline, 2 coats, 2.0-3.0 dry mils per coat, or equal
- L. Concrete:
1. Cast in Place or Precast: Immersion Exposure
 - a. Surface Preparation: per manufacturer recommendation
 - b. Product and Manufacturer: Provide the following:

Tnemec:

 - (1) First coat: Series FC207 — Pota Pox (Fast Cure) — 150 sq. ft./gal.
 - (2) Spot Patch: Series 265 Elasto-Shield TG — 50 sq. ft./gal.
 - (3) Finish: Series 262 Elasto-Shield — 30 sq. ft./gal.
 2. Cast in Place: Interior concrete, non-submerged floors
 - a. Preparation, application and curing is according to manufacturer's recommendations
 - b. Dayton Superior "Cure & Seal WB 30% (J-19)" or equivalent
- M. Concrete Masonry Units
1. Exterior (base bid only) and Interior specified to be painted (base and alternate bid items):
 - a. Prepare according to manufacturer's recommendations,
 - b. Apply acrylic block filler
 - c. Apply 'Weatherclad rVOC' by Pecora Corp. or equivalent
 - d. Total dry film thickness = 6-10 mils
 - e. Color TBD by Owner/Engineer
 2. Exterior specified to be sealed (base and alternate bid items):
 - a. Prepare according to manufacturer's recommendations,
 - b. Apply acrylic block filler
 - c. Apply 'KlereSeal 910-W' by Pecora Corp. or equivalent
 - d. 60-80 sf/gal

2.05 PIPING MARKERS

- A. Manufacturer: For all interior piping, provide products produced by one of the following:
W. H. Bradey Company

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1. Seton Name Plate Corporation
 2. Or equal
- B. General:
1. Piping markers shall be formed from laminated plastic. All printing shall be sealed with a formed butyrate plastic film. Markers for piping up to 6" diameter shall be preformed to completely wrap around the pipe requiring no adhesive. Markers for pipes over 6" diameter shall be preformed to the contour of the pipe and attached with stainless steel spring fasteners.
 2. For pipes under 3/4" outside diameters: Provide brass tags, 1 1/2" diameter, with depressed 1/4" high black filled letters above 1/2" high black filled numbers.
 3. Each marker shall consist of at least 1 legend descriptive of the function of the pipe, and a directional arrow.
 4. The size of lettering and marker shall conform to ANSI A13.1.
 5. Location of Markers:
 - a. Adjacent to each valve and "T" connection
 - b. At each branch and riser takeoff
 - c. At each pipe passage through a wall, floor, and ceiling
 - d. On all horizontal and vertical pipe runs at 25' intervals
- C. For all exterior piping, provide stenciled lettering and directional arrow to identify exposed pipe in lieu of laminated plastic. Lettering to be black or white paint conforming to Section 2.04 of this section.

PART 3 — EXECUTION

3.01 INSPECTION

- A. Contractor and his applicator shall examine the areas and conditions under which painting work is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. The Contractor shall not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

- A. General:
1. Perform all preparation and cleaning procedures as specified herein and in strict accordance with the paint manufacturer's instructions for each particular substrate and atmospheric condition.
 2. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil

and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

4. All surfaces which were not shop painted or which were improperly shop painted, and all abraded or rusted shop painted surfaces, which are to be painted, as determined by Engineer, shall be prepared as specified below.

B. Cast-In-Place Concrete and Masonry Surfaces:

1. Prepare surfaces of cast-in-place concrete and concrete block to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, with soap and water.
2. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint. Provide ENGINEER with suitable testing materials in order to carry out alkalinity and moisture tests.
3. Do not paint over surfaces where the moisture content exceeds 8%, unless otherwise permitted in the manufacturer's printed directions.
4. Concrete and concrete block surfaces that cannot be adequately cleaned by soap and water shall be acid etched. Exceedingly dense concrete may require a second etching.

C. Ferrous Metals:

1. Clean non-submerged ferrous surfaces, including structural steel and miscellaneous metal to be shop primed, of all oil, grease, dirt, mill scale, and other foreign matter by commercial blast cleaning complying with SSPC-SP 6.
2. Clean submerged ferrous surfaces including structural steel and miscellaneous metal to be shop primed, of all oil, grease, dirt, mill scale, and other foreign matter by near-white blasting complying with SSPC-SP 10.
3. Clean nonsubmerged, ferrous surfaces that have not been shop coated of all oil, grease, dirt, mill scale, and other foreign substances by commercial blasting, complying with SSPC-SP 6.
4. Clean submerged ferrous surfaces that have not been shop-coated or that, in the opinion of the Engineer, have been improperly shop coated, of all oil, grease, dirt, mill scale, and other foreign matter by near white blasting complying with SSPC-SP 10.
5. Treat bare and blasted or pickled clean metal with metal treatment wash coat prior to priming only if recommended by the paint manufacturer.
6. Touch-up shop-applied paint coats which have damaged or bare areas with primer recommended by the coating manufacturer after commercial blasting complying with SSPC-SP 6.

D. Non-Ferrous Metal Surfaces: Clean non-ferrous metal surfaces in accordance with the coating system manufacturer's instructions for the type of service, metal substrate, and application required.

E. Galvanized Surfaces (to be painted):

1. Clean free of oil and surface contaminants with a non-petroleum based solvent, recommended by the coating manufacturer, complying with SSPC-SP 1.
2. Remove shop applied chromic acid treatments on galvanized surfaces to be painted.

Galvanized metals which have been given a humid storage stain treatment shall be prepared for painting by sanding or by other techniques as recommended by the paint manufacturer at no additional expense to Owner.

- F. PVC Piping and Fiberglass: Lightly sand and clean all surfaces to be painted.
- G. Gypsum Plaster and Gypsum Wallboard:
 - 1. Patch, sand and seal all rough spots before prime coat.
 - 2. Touch up all suction spots and hot spots with primer before application of finish coats.
- H. Covering on Pipe: Clean free of oil and surface contaminants as recommended by the coating manufacturer for substrate and application required. Do not cut or damage the insulation in any way.

3.03 MATERIALS PREPARATION

General:

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Do not mix coating materials produced by different manufacturers, unless otherwise permitted by the manufacturer's instructions.
- C. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- D. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.
- E. Mixing:
 - 1. Mix only in containers placed in suitable sized non-ferrous or oxide resistant metal pans to protect concrete floor from splashes or spills which could stain exposed concrete or react with subsequent finish floor material.
 - 2. Mix and apply paint only in containers bearing accurate product name of material being mixed or applied.

3.04 APPLICATION

- A. General:
 - 1. Apply paint by brush, roller, air spray, or airless spray in accordance with the manufacturer's directions and recommendations of Paint Application Specifications No. 1 in SSPC Vol. 2, where applicable. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required. Use air spray and airless spray equipment recommended by the paint manufacturer for

-
- specific coating system specified. Submit a list of application methods proposed, listing paint systems and location.
2. The paint film thickness required is the same regardless of the application method. Do not apply succeeding coatings until the previous coat has completely dried.
 3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. This is of particular importance regarding intense primary accent colors. Insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
 4. Surfaces not exposed to view do not require color coding but require the same coating system specified for exposed surfaces. "Exposed to view surfaces" is defined as those areas visible when permanent or built-in fixtures convactor covers, covers, covers for finned tube radiation, grilles, etc. are in place in areas scheduled to be painted.
 5. Paint interior surfaces of ducts, where visible through registers, grilles, with a flat, non-specular lack paint as specified, before final installation of equipment.
 6. Paint aluminum parts in contact with dissimilar materials as specified with appropriate primer.
 7. Omit field primer on metal surfaces which have been shop primed.
 8. Paint the backs of access panels and removable or hinged covers to match the exposed surfaces.
- B. HVAC and Electrical work:
1. Items to be painted include, but are not limited to, the following:
 - a. Piping, pipe hangers, and supports
 - b. Heat exchangers
 - c. Tanks
 - d. Ductwork and insulation,
 - e. Motors, mechanical equipment and supports
 - f. Conduit and fittings
 - g. Switchgear, panels, junction boxes, motor control centers, motors, and accessories
- C. Minimum Coating Thickness:
1. Apply each material at not less than the manufacturer's recommended spreading rate, and provide total dry film thickness as specified.
 2. Apply extra coat if required to obtain specified total dry film thickness.
- D. Scheduling Painting:
1. Apply the first-coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 2. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- E. Prime Coats: Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other
-

defects caused by insufficient sealing.

- F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage.
- G. Transparent (Clear) Finishes:
 - 1. On exposed to view portions, use multiple coats to produce glass-smooth surface film continuity of even matte luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 - 2. Provide satin finish for final coats, unless otherwise indicated.
- H. Brush Application:
 - 1. Brush-out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable. Neatly draw all glass and color break lines.
 - 2. Brush apply all primer or first coats, unless otherwise permitted to use mechanical applicators.
- I. Mechanical Applicators:
 - 1. Use mechanical methods for paint application when permitted by governing ordinances, paint manufacturer, and approved by Engineer. If permitted, limit to only those surfaces impracticable for brush applications.
 - 2. Limit roller applications, if approved by Engineer, to interior wall finishes for second and third coats. Apply each roller coat to provide the equivalent hiding as brush-applied coats.
 - 3. Confine spray application to metal framework, siding, decking, wire mesh, and similar surfaces where hand brush work would be inferior and to other surfaces specifically recommended by paint manufacturer.
 - 4. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of 2 coats in one pass.
- J. Completed work: Match approved samples for color, texture and coverage. Remove, refinish, or repaint work not in compliance with specified requirements as required by Engineer.
- K. Piping Markers: Apply piping markers in accordance with the manufacturer's written instructions in locations herein specified.

3.05 PROTECTION

- A. Protect work of other trades, whether to be painted or not, from the work of this section. Leave all such work undamaged. Correct all damages by cleaning, repairing or replacing, and repainting, as acceptable to Engineer.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove all temporary protective wrappings provided for protection of this Contract and other contracts after completion of painting operations.

3.06 PIPING COLOR SCHEDULE

	<u>Piping and Legend</u>	<u>Color</u>	<u>Bands</u>
A.	Drains	Dark Gray	Red
B.	Process Drains	Dark Grey	Red
C.	Potable Water	Dark Blue	--
D.	Non Potable Water	Blue	Black
E.	Plumbing Drains and Vents	Black	--
F.	Process Sample	Light Gray	Red
G.	Citric Acid	Dark Yellow	Red

3.07 CLEAN-UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean all paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces as determined by Engineer.

*** * END OF SECTION * ***



City of Hattiesburg, MS

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

Master

File Number: 2014-1269

File ID: 2014-1269

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/28/2014

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2014-210

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 08/05/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/05/2014					

Text of Legislative File 2014-1269

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: July 28, 2014

The following request for payment is being submitted for approval during the City Council's August 5, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Jean Watts
Activity:	Rehabilitation
Program:	HOME
Project Site:	200 Martin Luther King Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 7/16/2014 – 8/15/2014
Work Provided by:	n/a

Recipient:	Elizabeth Edwards
Activity:	Rehabilitation
Program:	HOME
Project Site:	712 Northhill Dr.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 7/24/2014 – 8/23/2014
Work Provided by:	n/a

Recipient:	Lula Wright
Activity:	Rehabilitation
Program:	HOME
Project Site:	122 Cypress Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation 8/2/2014 – 9/1/2014
Work Provided by:	n/a

Recipient:	Darrell Gaddis
Activity:	Rehabilitation
Program:	HOME
Project Site:	605 Broad St.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 8/1/2014 – 8/31/2014
Work Provided by:	n/a

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Sheila Ducksworth

Rehabilitation

HOME

107 Harrell St.

\$650.00

Temporary Relocation – 8/15/2014 – 9/14/2014

n/a

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Hollimon Construction

Rehabilitation

HOME

712 Northhill Dr.

\$12,600.00

Draw #2

Hollimon Construction

Hollimon Construction

Federal Program

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401

Elizabeth Edwards
712 North Hill Drive
Hattiesburg, Ms 39401

- Remove and install new windows
- Remove old French door replace with new on the Patio
 - Paint exterior of house
 - All roughen electrical complete

Material & Labor

\$12,600.00

AD

Draw #2

Curtis Hollimon



City of Hattiesburg, MS

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

Master

File Number: 2014-1280

File ID: 2014-1280

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/29/2014

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2014-210

Title:

Approve claims docket for the period ending July 31, 2014

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 14.07-31, DOCKET ADDENDUM 7-31-14

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	08/05/2014					

Text of Legislative File 2014-1280

Title

Approve claims docket for the period ending July 31, 2014

Summary

Claims docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING JULY 31, 2014						Date	- 07/29/14	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
GENERAL FUND								
00001	A 1 FIRE EQUIPMENT	1645	00143873	13006620	SWIFT WTR RESCUE EQUIP ACDMY	07/31/14	239330	886.60-
00001	A 1 FIRE EQUIPMENT	1645 FRT	00144395	13006621	FREIGHT CHGS PO#143873	07/31/14	239330	59.80-
00001	A 1 FIRE EQUIPMENT	1651	00143554	13006912	TEST SCBA AIR BOTTLES	07/31/14	239330	2,500.00-
00001	A 1 FIRE EQUIPMENT	1651(B)	00144522	13006913	ADDL AMT DUE PO#143554	07/31/14	239330	125.00-
A 1 FIRE EQUIPMENT								
Sum								3,571.40-
00001	AAMCO TRANS/AUTOMOTIVE S	128769	00143934	13006591	REPRS U#14677 SANIT	07/31/14	239331	572.49-
AAMCOTRANS/AUTOMOTIVE S								
Sum								572.49-
00001	AD WEAR	1922	00143984	13006781	EMPLOYEE CAPS	07/31/14	239332	387.50-
AD WEAR								
Sum								387.50-
00001	ADVANCE AUTO PARTS	560441957429	00142870	13006613	REPR PTS POLICE STOCK	07/31/14	239333	230.28-
ADVANCE AUTO PARTS								
Sum								230.28-
00001	ADVANCED CARPET CARE & R	12392	00143699	13006742	CLEAN CARPET P/F ACADEMY	07/31/14	239334	425.00-
ADVANCED CARPET CARE & R								
Sum								425.00-
00001	ADVANCED JANITORIAL SERV	20280 CITY H	00144418	13006719	SERVS 7/14 CITY HALL	07/31/14	239335	1,925.00-
00001	ADVANCED JANITORIAL SERV	20280 TRAFFI	00144418	13006720	SERVS 7/14 TRAFFIC OFFICE	07/31/14	239335	250.00-
ADVANCED JANITORIAL SERV								
Sum								2,175.00-
00001	AFFORDABLE EMERGENCY LIG	699	00144304	13006741	LIGHTBAR REPR U#17896 POLICE	07/31/14	239336	170.00-
AFFORDABLE EMERGENCY LIG								
Sum								170.00-
00001	AIRGAS USA LLC (NORDAN S	9920017829	00144365	13006616	CYL RENT 6/14 VARI DEPTS	07/31/14	239338	590.07-
AIRGASUSA LLC (NORDAN S								
Sum								590.07-
00001	ALLEN ENGINEERING AND SC	00140249	00144276	13006563	SRV 5/20-6/27 GORDON CRK BANK	07/31/14	239340	1,500.00-
ALLENENGINEERING AND SC								
Sum								1,500.00-
00001	ALWAYS IN STITCHES	2451	00144051	13006619	POLO SHIRTS-DUNCAN-ACADEMY	07/31/14	239341	113.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ALWAYSIN STITCHES							
Sum							113.50-
00001 AMERICAN AIR SPECIALISTS	72584	00144458	13006766	A/C CHECK MAYOR'S OFFICE	07/31/14	239342	75.00-
AMERICAN AIR SPECIALISTS							
Sum							75.00-
00001 ASH MILLWORKS	38714(B)	00144267	13006584	ADDL AMT DUE PO#143321	07/31/14	239345	49.62-
00001 ASH MILLWORKS	39015	00144478	13006908	LUMBER FOR CABINET	07/31/14	239345	151.50-
ASH MILLWORKS							
Sum							201.12-
00001 ASSN OF METROPOLITAN PLA	2014-54	00144428	13006723	2014 MBRSHIP DUES	07/31/14	239346	482.15-
ASSN OF METROPOLITAN PLA							
Sum							482.15-
00001 AT&T	601M26684200	00144295	13006560	INTERACT SOFTWARE SUPPORT	07/31/14	239347	871.00-
00001 AT&T	601M26491400	00144295	13006561	INTERACT SOFTWARE SUPPORT	07/31/14	239347	47.00-
AT&T							
Sum							918.00-
00001 AT&T CAPITAL SERVICES	2924477	00144297	13006562	INTERACT/CAD/COURT SOFTWARE	07/31/14	239348	12,556.56-
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AUTO ARMATURE SERVICE IN	15474	00144106	13006728	BATTERY U#18203 POLICE	07/31/14	239349	161.95-
00001 AUTO ARMATURE SERVICE IN	15627	00144237	13006729	BATTERY U#14129 POLICE	07/31/14	239349	109.95-
00001 AUTO ARMATURE SERVICE IN	15666	00144369	13006730	BATTERY U#17116 POLICE	07/31/14	239349	109.95-
00001 AUTO ARMATURE SERVICE IN	15399	00143913	13006749	BATTERY U#7358 STREET	07/31/14	239349	137.95-
00001 AUTO ARMATURE SERVICE IN	15664	00144362	13006750	BATTERY U#8629 STREET	07/31/14	239349	110.95-
00001 AUTO ARMATURE SERVICE IN	15770	00143354	13006880	ALTERNATOR U#16237 STREET	07/31/14	239349	169.95-
AUTO ARMATURE SERVICE IN							
Sum							800.70-
00001 AUTO CUSTOMS	613908	00141879	13006771	EQUIP U#17838 FIRE DEPT	07/31/14	239350	1,897.50-
AUTO CUSTOMS							
Sum							1,897.50-
00001 B & F TACTICAL STORE	356	00143237	13006726	L/S SHIRTS POLICE RECRUITS	07/31/14	239351	324.00-
B & FTACTICAL STORE							
Sum							324.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02014623	13006868	GARBAGE TRK LEASE DUE 7/14	07/28/14	18973	34,542.83-
BANCORPSOUTH EQUIPMENT F							

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								34,542.83-
00001	BENECOM TECHNOLOGIES INC	210257	00144014	13006601	12 HRS BLOCK TIME INFO TECH	07/31/14	239357	1,320.00-
BENECOM TECHNOLOGIES INC								
Sum								1,320.00-
00001	BLADE-TECH INDUSTRIES	C0015380	00144496	13006896	TASER HOLSTER P/F ACADEMY	07/31/14	239359	42.70-
BLADE-TECH INDUSTRIES								
Sum								42.70-
00001	BODY TECH INC	10740	00143982	13006782	TOWING U#7870 DRNGE DEPT	07/31/14	239360	174.00-
BODY TECH INC								
Sum								174.00-
00001	BOLTON, FRAZIER	TRAVEL REIMB	00144530	13006895	MEALS MACP CONF BILOXI	07/31/14	239361	30.79-
BOLTON, FRAZIER								
Sum								30.79-
00001	BOOKS A MILLION #431	1419201397	00143939	13006569	HONOR GUARD MANUAL FIRE DEPT	07/31/14	239362	45.00-
BOOKSA MILLION #431								
Sum								45.00-
00001	BOURNE BROTHERS PRINTING	51046	00144346	13006714	NATL NIGHT OUT SPONSOR BANNRS	07/31/14	239364	120.00-
00001	BOURNE BROTHERS PRINTING	51089	00144222	13006875	LEAVE REQUEST FORMS	07/31/14	239364	195.00-
BOURNEBROTHERS PRINTING								
Sum								315.00-
00001	BRACKMAN MOWER WAREHOUSE	IN0131847	00144251	13006576	MOWER BLADES STREET DEPT	07/31/14	239365	251.10-
00001	BRACKMAN MOWER WAREHOUSE	0131846	00143828	13006592	WEEDEATER REPAIR AIRPORT MNT	07/31/14	239365	50.45-
BRACKMAN MOWER WAREHOUSE								
Sum								301.55-
00001	BROOKS COURT REPORTING	19464	00144525	13006893	TRANSCRIPT ROY MOODY	07/31/14	239368	229.00-
BROOKSCOURT REPORTING								
Sum								229.00-
00001	BUCHANAN MARK (REFUND)	DAMAGE DEP R	02014667	13006898	DAMAGE DEPOSIT REFUND	07/31/14	239369	500.00-
BUCHANAN MARK (REFUND)								
Sum								500.00-
00001	BUNKER GEAR SPECIALISTS	20908	00143843	13006622	AIR MONITORS P/F ACADEMY	07/31/14	239370	3,250.00-
BUNKERGEAR SPECIALISTS								
Sum								3,250.00-
00001	BURKETT RADIATOR SHOP	63155	00144265	13006751	REPRS TRACTOR U#15515 STREET	07/31/14	239371	360.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BURKETT RADIATOR SHOP							
Sum							360.50-
00001 CALHOUN FENCE INC	202939	00144368	13006646	EMER REPR AIRPORT GATE #4	07/31/14	239372	360.00-
CALHOUN FENCE INC							
Sum							360.00-
00001 CANON FINANCIAL SERVICES	13980164	00144354	13006596	COPIER 7/14 PURCHASING	07/31/14	239374	115.00-
CANONFINANCIAL SERVICES							
Sum							115.00-
00001 CANON SOLUTIONS AMERICA	772419	00144353	13006595	COPIER OVERAGE PURCHASING	07/31/14	239375	31.62-
CANONSOLUTIONS AMERICA							
Sum							31.62-
00001 CARQUEST AUTO PARTS STOR	14758-31035	00144035	13006585	REPR PTS SANIT	07/31/14	239378	45.22-
00001 CARQUEST AUTO PARTS STOR	14758-31035(	00144035	13006586	REPR PTS U#9169 AIRPORT	07/31/14	239378	32.49-
00001 CARQUEST AUTO PARTS STOR	14758-31037	00144166	13006587	REPR PTS U#17731 SANIT	07/31/14	239378	40.19-
00001 CARQUEST AUTO PARTS STOR	14758-31392	00144337	13006637	REPR PTS U#9804 SHOP	07/31/14	239378	524.47-
00001 CARQUEST AUTO PARTS STOR	14758-31145	00144257	13006648	REPR PTS CEMETERY STOCK	07/31/14	239378	83.76-
00001 CARQUEST AUTO PARTS STOR	14758-31445	00144115	13006731	REPR PTS POLICE SERVICE CNTR	07/31/14	239378	330.77-
00001 CARQUEST AUTO PARTS STOR	14758-31446	00144115	13006732	REPR PTS U#18202 POLICE	07/31/14	239378	156.96-
00001 CARQUEST AUTO PARTS STOR	14758-31447	00144115	13006733	REPR PTS U#18201 POLICE	07/31/14	239378	289.20-
00001 CARQUEST AUTO PARTS STOR	14758-31449	00144115	13006734	REPR PTS U#17117 POLICE	07/31/14	239378	52.67-
00001 CARQUEST AUTO PARTS STOR	14758-31450	00144115	13006735	REPR PTS U#17116 POLICE	07/31/14	239378	31.19-
00001 CARQUEST AUTO PARTS STOR	14758-31451	00144115	13006736	REPR PTS U#18205 POLICE	07/31/14	239378	139.56-
00001 CARQUEST AUTO PARTS STOR	14758-31457	00144115	13006737	REPR PTS U#17573 POLICE	07/31/14	239378	337.87-
00001 CARQUEST AUTO PARTS STOR	14758-31500	00144319	13006752	REPR PTS U#11201	07/31/14	239378	109.26-
00001 CARQUEST AUTO PARTS STOR	14758-31499	00144364	13006753	REPR PTS U#7873 STREET	07/31/14	239378	29.40-
00001 CARQUEST AUTO PARTS STOR	14758-30888	00144074	13006774	WINDOW REG U#14697 LAND CODE	07/31/14	239378	91.48-
00001 CARQUEST AUTO PARTS STOR	14758-31184	00144253	13006775	REPR PTS U#9490 LAND CODE	07/31/14	239378	65.58-
00001 CARQUEST AUTO PARTS STOR	14758-30596	00143948	13006776	REPR PTS U#14684 LAND CODE	07/31/14	239378	157.20-
00001 CARQUEST AUTO PARTS STOR	14758-31410	00144357	13006788	REPR PTS U#14690 CEMETERY	07/31/14	239378	193.24-
00001 CARQUEST AUTO PARTS STOR	14758-31823	00144238	13006872	REPR PTS POLICE STOCK	07/31/14	239378	49.32-
00001 CARQUEST AUTO PARTS STOR	14758-31821	00144424	13006873	REPR PTS POLICE STOCK	07/31/14	239378	56.41-
00001 CARQUEST AUTO PARTS STOR	14758-31652	00144460	13006874	REPR PTS POLICE STOCK	07/31/14	239378	43.92-
00001 CARQUEST AUTO PARTS STOR	14758-31663	00144031	13006882	JUMP STARTER-SHOP	07/31/14	239378	459.99-
00001 CARQUEST AUTO PARTS STOR	14758-31662	00144043	13006885	FUEL ADDITIVE NEW SANIT UNITS	07/31/14	239378	73.68-
CARQUEST AUTO PARTS STOR							
Sum							3,393.83-
00001 CHILDREN'S ADVOCACY CENT	REG-MOORE 7/	00143912	13006877	REG-MOORE COURT APPL CLASSES	07/31/14	239381	450.00-
CHILDREN'S ADVOCACY CENT							
Sum							450.00-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13006552	TRF 2ND 7/14 PAYROLL	07/22/14	18965	1,022,465.96-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY OF HATTIESBURG FUND							
Sum							1,022,465.96-
00001 COMCAST CABLEVISION OF H	095777340100	00144544	13006915	INTERNET SERV AIRPORT	07/31/14	239386	80.60-
COMCAST CABLEVISION OF H							
Sum							80.60-
00001 COMSOUTH	174531	00143325	13006634	STUBBY RADIO ANTENNAS TRAFFIC	07/31/14	239388	125.00-
00001 COMSOUTH	174363	00143781	13006636	TRAVEL CHARGER U#15964 STREET	07/31/14	239388	55.00-
COMSOUTH							
Sum							180.00-
00001 COVERT TRACK GROUP, INC	7650	00143592	13006612	BATTERY STEALTH DEVICE	07/31/14	239391	95.00-
COVERTTRACK GROUP, INC							
Sum							95.00-
00001 COVINGTON SALES & SERVIC	66448	00144242	13006881	REPR PTS U#18907 STREET	07/31/14	239392	893.92-
COVINGTON SALES & SERVIC							
Sum							893.92-
00001 CRAIN TRACTOR & EQUIPMEN	CP01126	00143825	13006657	REPR PTS U#10799 TRACTOR DRNG	07/31/14	239393	445.53-
CRAINTRACTOR & EQUIPMEN							
Sum							445.53-
00001 DILLARDS DEPARTMENT STOR	P933600JB00X	00143860	13006727	CLOTH ALLOW-ROCKHOLD-POLICE	07/31/14	239399	79.99-
DILLARDS DEPARTMENT STOR							
Sum							79.99-
00001 DISPLAYIT	33905	00141942	13006608	MEDIA FLAT QUICK UP DISPLAY	07/31/14	239400	1,128.00-
00001 DISPLAYIT	33905(B)	00142921	13006609	ADDL AMT DUE PO#141942	07/31/14	239400	47.50-
DISPLAYIT							
Sum							1,175.50-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00144557	13006909	EXPNS VARI MEETINGS	07/31/14	239403	1,277.24-
DUPREE, JOHNNY MAYOR							
Sum							1,277.24-
00001 EATON, KERMAS	PETTY CASH 6	00144422	13006711	PETTY CASH VARI DEPTS	07/31/14	239407	220.58-
EATON,KERMAS							
Sum							220.58-
00001 ECONOMY SUPPLY CO	215925	00143949	13006602	BLDG MATLS CITY HALL BENCHES	07/31/14	239408	155.10-
00001 ECONOMY SUPPLY CO	215790	00143930	13006905	NUTS/BOLTS/WASHERS TRAFFIC	07/31/14	239408	345.30-
ECONOMY SUPPLY CO							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
Sum							500.40-	
00001	EMERGENCY EQUIPMENT PROF	410657	00142825	13006570	HELMET BADGE FIRE DEPT	07/31/14	239410	32.06-
00001	EMERGENCY EQUIPMENT PROF	410857	00143908	13006572	REPRS U#13933 FIRE DEPT	07/31/14	239410	898.50-
00001	EMERGENCY EQUIPMENT PROF	411012	00143848	13006623	FIREIGHTER HELMETS	07/31/14	239410	786.76-
00001	EMERGENCY EQUIPMENT PROF	411155	00144089	13006625	REPR PTS U#13932,U#13933 FIRE	07/31/14	239410	484.36-
00001	EMERGENCY EQUIPMENT PROF	411213	00144052	13006878	REPR PTS U#18098 FIRE DEPT	07/31/14	239410	580.67-
00001	EMERGENCY EQUIPMENT PROF	411231	00143951	13006902	BRAKE REPR PTS U#18098 FIRE	07/31/14	239410	1,816.97-
00001	EMERGENCY EQUIPMENT PROF	411219	00144391	13006903	REPR PTS U#13560 FIRE DEPT	07/31/14	239410	891.42-
EMERGENCY EQUIPMENT PROF								
Sum							5,490.74-	
00001	EMPIRE TRUCK SALES (H'BU	CE006089180:	00144169	13006574	REPR PTS STREET STOCK	07/31/14	239411	540.86-
00001	EMPIRE TRUCK SALES (H'BU	C3006088902:	00143981	13006588	REPR PTS U#15892 SANIT	07/31/14	239411	259.98-
EMPIRETRUCK SALES (H'BU								
Sum							800.84-	
00001	EVS MID-SOUTH	112893	00144264	13006626	REPR 14 SCBA UNITS FIRE DEPT	07/31/14	239413	3,539.31-
EVS MID-SOUTH								
Sum							3,539.31-	
00001	FASTENAL COMPANY	MSHAT172769	00144282	13006630	HAND TOOLS TRAFFIC DEPT	07/31/14	239415	215.80-
00001	FASTENAL COMPANY	MSHAT172821	00144282	13006631	HAND TOOLS TRAFFIC DEPT	07/31/14	239415	9.74-
00001	FASTENAL COMPANY	MSHAT172709	00144211	13006632	CONCRETE SAW CORE BIT TRAFFIC	07/31/14	239415	71.99-
00001	FASTENAL COMPANY	MSHAT172983	00143773	13006906	TRAFFIC SIGNAL EQUIP	07/31/14	239415	563.90-
FASTENAL COMPANY								
Sum							861.43-	
00001	FEDERAL EXPRESS	2-718-59414	00144400	13006755	SERV 7/11/14 ENGR DEPT	07/31/14	239416	15.55-
FEDERAL EXPRESS								
Sum							15.55-	
00001	FORDETRA	PO#140927 3/	00140927	13006594	GRAND REUNION BOOKLET AD	07/31/14	239417	100.00-
FORDETRA								
Sum							100.00-	
00001	G & K SERVICES	1035498206	00144333	13006687	UNIFORMS 6/03 TRAFFIC	07/31/14	239430	38.43-
00001	G & K SERVICES	1035500377	00144333	13006688	UNIFORMS 6/10 TRAFFIC	07/31/14	239430	32.13-
00001	G & K SERVICES	1035502545	00144333	13006689	UNIFORMS 6/17 TRAFFIC	07/31/14	239430	39.88-
00001	G & K SERVICES	1035504724	00144333	13006690	UNIFORMS 6/24 TRAFFIC	07/31/14	239430	34.80-
00001	G & K SERVICES	1035506901	00144333	13006691	UNIFORMS 7/01 TRAFFIC	07/31/14	239430	34.53-
00001	G & K SERVICES	10354895560	00144333	13006692	UNIFORMS 5/06 CONSTR	07/31/14	239430	96.90-
00001	G & K SERVICES	1035955848	00144333	13006693	UNIFORMS 6/11 CONSTR	07/31/14	239430	50.10
00001	G & K SERVICES	1035496039	00144333	13006694	UNIFORMS 5/27 CONSTR	07/31/14	239430	47.34-
00001	G & K SERVICES	1035498207	00144333	13006695	UNIFORMS 6/03 CONSTR	07/31/14	239430	41.04-
00001	G & K SERVICES	1035500378	00144333	13006696	UNIFORMS 6/10 CONSTR	07/31/14	239430	64.92-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035502546	00144333	13006697	UNIFORMS 6/17 CONSTR	07/31/14	239430	65.05-
00001	G & K SERVICES	1035504725	00144333	13006698	UNIFORMS 6/24 CONSTR	07/31/14	239430	65.71-
00001	G & K SERVICES	1035506902	00144333	13006699	UNIFORMS 7/01 CONSTR	07/31/14	239430	66.05-
00001	G & K SERVICES	1035498208	00144333	13006700	MOP/MAT 6/03 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035500379	00144333	13006701	MOP/MAT 6/10 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035502547	00144333	13006702	MOP/MAT 6/17 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035504726	00144333	13006703	MOP/MAT 6/24 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035506903	00144333	13006704	MOP/MAT 7/01 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035506918	00144480	13006793	UNIFORMS 7/01 STREET	07/31/14	239430	242.22-
00001	G & K SERVICES	1035509094	00144480	13006794	UNIFORMS 7/08 STREET	07/31/14	239430	141.47-
00001	G & K SERVICES	1035511269	00144480	13006795	UNIFORMS 7/15 STREET	07/31/14	239430	179.99-
00001	G & K SERVICES	1035513484	00144480	13006796	UNIFORMS 7/22 STREET	07/31/14	239430	121.72-
00001	G & K SERVICES	1035506915	00144480	13006797	UNIFORMS 7/01 STREET	07/31/14	239430	76.62-
00001	G & K SERVICES	1035509091	00144480	13006798	UNIFORMS 7/08 STREET	07/31/14	239430	102.88-
00001	G & K SERVICES	1035513481	00144480	13006799	UNIFORMS 7/22 STREET	07/31/14	239430	54.30-
00001	G & K SERVICES	1035506919	00144480	13006800	UNIFORMS 7/01 SHOP	07/31/14	239430	34.35-
00001	G & K SERVICES	1035509095	00144480	13006801	UNIFORMS 7/08 SHOP	07/31/14	239430	59.90-
00001	G & K SERVICES	1035511270	00144480	13006802	UNIFORMS 7/15 SHOP	07/31/14	239430	53.27-
00001	G & K SERVICES	1035513485	00144480	13006803	UNIFORMS 7/22 SHOP	07/31/14	239430	53.29-
00001	G & K SERVICES	1035506921	00144480	13006804	MOP/MAT 7/01 GO&FS	07/31/14	239430	21.80-
00001	G & K SERVICES	1035509097	00144480	13006805	MOP/MAT 7/08 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035511272	00144480	13006806	MOP/MAT 7/15 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035513487	00144480	13006807	MOP/MAT 7/22 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035478820	00144480	13006808	UNIFORMS 4/01 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035480973	00144480	13006809	UNIFORMS 4/08 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035483123	00144480	13006810	UNIFORMS 4/15 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035185274	00144480	13006811	UNIFORMS 4/22 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035487432	00144480	13006812	UNIFORMS 4/29 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035489580	00144480	13006813	UNIFORMS 5/06 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035491731	00144480	13006814	UNIFORMS 5/03 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035493892	00144480	13006815	UNIFORMS 5/20 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035496059	00144480	13006816	UNIFORMS 5/27 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035500398	00144480	13006817	UNIFORMS 6/10 SANIT	07/31/14	239430	12.70-
00001	G & K SERVICES	1035509098	00144480	13006818	UNIFORMS 7/08 SANIT	07/31/14	239430	13.58-
00001	G & K SERVICES	1035511273	00144480	13006819	UNIFORMS 7/15 SANIT	07/31/14	239430	13.58-
00001	G & K SERVICES	1035506914	00144480	13006820	UNIFORMS 7/01 DRNGE	07/31/14	239430	18.18-
00001	G & K SERVICES	10322090990	00144480	13006821	UNIFORMS 7/08 DRNGE	07/31/14	239430	18.29-
00001	G & K SERVICES	1035511265	00144480	13006822	UNIFORMS 7/15 DRNGE	07/31/14	239430	18.29-
00001	G & K SERVICES	1035513480	00144480	13006823	UNIFORMS 7/22 DRNGE	07/31/14	239430	18.31-
00001	G & K SERVICES	1035506917	00144480	13006824	UNIFORMS 7/01 SANIT	07/31/14	239430	113.83-
00001	G & K SERVICES	10355090993	00144480	13006825	UNIFORMS 7/08 SANIT	07/31/14	239430	124.11-
00001	G & K SERVICES	1035511268	00144480	13006826	UNIFORMS 7/15 SANIT	07/31/14	239430	290.06-
00001	G & K SERVICES	1035513483	00144480	13006827	UNIFORMS 7/22 SANIT	07/31/14	239430	114.94-
00001	G & K SERVICES	1035506920	00144480	13006828	MOP/MAT 7/01 SANIT	07/31/14	239430	16.65-
00001	G & K SERVICES	1035509096	00144480	13006829	MOP/MAT 7/08 SANIT	07/31/14	239430	18.33-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	G & K SERVICES	1035511271	00144480	13006830	MOP/MAT 7/15 SANIT	07/31/14	239430	18.33-
00001	G & K SERVICES	1035513486	00144480	13006831	MOP/MAT 7/22 SANIT	07/31/14	239430	18.33-
00001	G & K SERVICES	1035506916	00144480	13006832	UNIFORMS 7/01 HEALTH	07/31/14	239430	22.71-
00001	G & K SERVICES	1035509092	00144480	13006833	UNIFORMS 7/08 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035511267	00144480	13006834	UNIFORMS 7/15 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035513482	00144480	13006835	UNIFORMS 7/22 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035198224	00144474	13006836	UNIFORMS 6/03 SHOP	07/31/14	239430	55.52-
00001	G & K SERVICES	1035500395	00144474	13006837	UNIFORMS 6/10 SHOP	07/31/14	239430	53.52-
00001	G & K SERVICES	1035502563	00144474	13006838	UNIFORMS 6/17 SHOP	07/31/14	239430	55.82-
00001	G & K SERVICES	1035504742	00144474	13006839	UNIFORMS 6/24 SHOP	07/31/14	239430	48.65-
00001	G & K SERVICES	1035498226	00144474	13006840	MOP/MAT 6/03 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035500397	00144474	13006841	MOP/MAT 6/10 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035502565	00144474	13006842	MOP/MAT 6/17 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035504744	00144474	13006843	MOP/MAT 6/24 GO&FS	07/31/14	239430	17.65-
00001	G & K SERVICES	1035498223	00144474	13006844	UNIFORMS 6/03 SANIT	07/31/14	239430	182.82-
00001	G & K SERVICES	1035500394	00144474	13006845	UNIFORMS 6/10 SANIT	07/31/14	239430	130.34-
00001	G & K SERVICES	1035502562	00144474	13006846	UNIFORMS 6/17 SANIT	07/31/14	239430	444.28-
00001	G & K SERVICES	1035504741	00144474	13006847	UNIFORMS 6/24 SANIT	07/31/14	239430	101.48-
00001	G & K SERVICES	1035498220	00144474	13006848	UNIFORMS 6/03 SANIT	07/31/14	239430	64.48-
00001	G & K SERVICES	1035500391	00144474	13006849	UNIFORMS 6/10 SANIT	07/31/14	239430	133.78-
00001	G & K SERVICES	1035502559	00144474	13006850	UNIFORMS 6/17 SANIT	07/31/14	239430	226.58-
00001	G & K SERVICES	1035504738	00144474	13006851	UNIFORMS 6/24 SANIT	07/31/14	239430	62.78-
00001	G & K SERVICES	1035498222	00144474	13006852	UNIFORMS 6/03 SANIT	07/31/14	239430	111.47-
00001	G & K SERVICES	1035500393	00144474	13006853	UNIFORMS 6/10 SANIT	07/31/14	239430	275.27-
00001	G & K SERVICES	1035502561	00144474	13006854	UNIFORMS 6/17 SANIT	07/31/14	239430	119.95-
00001	G & K SERVICES	1035504740	00144474	13006855	UNIFORMS 6/24 SANIT	07/31/14	239430	126.43-
00001	G & K SERVICES	1035498219	00144474	13006856	UNIFORMS 6/03 SANIT	07/31/14	239430	19.66-
00001	G & K SERVICES	1035500390	00144474	13006857	UNIFORMS 6/10 SANIT	07/31/14	239430	19.66-
00001	G & K SERVICES	1035502558	00144474	13006858	UNIFORMS 6/17 SANIT	07/31/14	239430	19.66-
00001	G & K SERVICES	1035504737	00144474	13006859	UNIFORMS 6/24 SANIT	07/31/14	239430	19.66-
00001	G & K SERVICES	1035498225	00144474	13006860	MOP/MAT 6/03 SANIT	07/31/14	239430	17.40-
00001	G & K SERVICES	1035500396	00144474	13006861	MOP/MAT 6/10 SANIT	07/31/14	239430	17.40-
00001	G & K SERVICES	1035502564	00144474	13006862	MOP/MAT 6/17 SANIT	07/31/14	239430	17.40-
00001	G & K SERVICES	1035504743	00144474	13006863	MOP/MAT 6/24 SANIT	07/31/14	239430	14.20-
00001	G & K SERVICES	1035498221	00144474	13006864	UNIFORMS 6/03 HEALTH	07/31/14	239430	22.54-
00001	G & K SERVICES	1035500392	00144474	13006865	UNIFORMS 6/10 HEALTH	07/31/14	239430	22.54-
00001	G & K SERVICES	1035502560	00144474	13006866	UNIFORMS 6/17 HEALTH	07/31/14	239430	22.54-
00001	G & K SERVICES	1035504739	00144474	13006867	UNIFORMS 6/24 HEALTH	07/31/14	239430	23.44-

G & KSERVICES								
Sum								
00001	GARNER LUMLEY ELECTRIC S	502274	00144230	13006603	ELEC SUPP FOUNTAIN LIGHTS	07/31/14	239431	5,306.17-
00001	GARNER LUMLEY ELECTRIC S	502254	00144260	13006642	ELEC SUPP-TEMP LIGHTS-CONSTR	07/31/14	239431	48.77-

GARNERLUMLEY ELECTRIC S								

5,306.17-

293.76-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							342.53-
00001 GARY'S SMALL ENGINE REPA	PO#144228 7/	00144228	13006578	JUMP BOX REPR PTS SHOP	07/31/14	239432	144.99-
GARY'SSMALL ENGINE REPA							
Sum							144.99-
00001 GILKEY ELECTRIC SUPPLY C	257868	00143139	13006883	ELEC SUPP CONSTR DEPT	07/31/14	239433	280.00-
GILKEYELECTRIC SUPPLY C							
Sum							280.00-
00001 GILLILANDS ELECTRONICS S	56967	00144403	13006716	MOVE COMPUTER DROP CITY HALL	07/31/14	239434	132.64-
00001 GILLILANDS ELECTRONICS S	57322	00144403	13006717	ADD PHONE DROP SHERRILL CNTR	07/31/14	239434	201.30-
00001 GILLILANDS ELECTRONICS S	57630	00144446	13006778	PROGRAM PHONES.LABELS	07/31/14	239434	324.25-
00001 GILLILANDS ELECTRONICS S	57637	00144446	13006779	REPAIR SECURITY PLAYBACK	07/31/14	239434	70.00-
00001 GILLILANDS ELECTRONICS S	57638	00144446	13006780	REPLACE BAD MONITOR	07/31/14	239434	800.00-
GILLILANDS ELECTRONICS S							
Sum							1,528.19-
00001 GMC DISTRIBUTORS (FORMER	379104	00144388	13006615	DRINKING WATER POLICE DEPT	07/31/14	239435	221.95-
GMC DISTRIBUTORS (FORMER							
Sum							221.95-
00001 GULF COAST OFFICE PRODUC	1468979-0	00144415	13006777	OFFICE SUPP ENGR DEPT	07/31/14	239439	127.94-
GULF COAST OFFICE PRODUC							
Sum							127.94-
00001 H'BURG HYDRAULICS INC	56286	00144165	13006757	REPR PTS SANIT STOCK	07/31/14	239440	82.96-
00001 H'BURG HYDRAULICS INC	56285	00144363	13006761	REPR PTS U#13982 ST CLEAN	07/31/14	239440	109.71-
H'BURGHYDRAULICS INC							
Sum							192.67-
00001 H'BURG PAINT AND DECORAT	W0136670	00144427	13006900	PAINT SUPP HPD MUSTER ROOM	07/31/14	239441	230.93-
H'BURGPAIN AND DECORAT							
Sum							230.93-
00001 HALE OUTDOOR PRODUCTS, L	2590	00143634	13006568	MOBILE TARGET FOR P/F ACADEMY	07/31/14	239442	4,996.50-
HALE OUTDOOR PRODUCTS, L							
Sum							4,996.50-
00001 HANCOCK BANK TRUST & FIN	07/24/14 DUE	02014664	13006707	MDB 2001 BONDS 12/22/08	07/24/14	18970	2,089.29-
HANCOCK BANK TRUST & FIN							
Sum							2,089.29-
00001 HEALTHWORKS LLC	30690DAN1023	00144543	13006910	PRE-EMP PHYSICAL DANIELS	07/31/14	239443	260.00-
HEALTHWORKS LLC							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							260.00-
00001 HILL, LEROY COFFEE CO IN	17021	00144270	13006553	COFFEE SERV M/ADM	07/31/14	239444	115.00-
00001 HILL, LEROY COFFEE CO IN	17205	00144271	13006554	COFFEE SERV M/ADM	07/31/14	239444	59.92-
00001 HILL, LEROY COFFEE CO IN	17689	00144489	13006869	COFFEE SERV M/ADM	07/31/14	239444	97.64-
00001 HILL, LEROY COFFEE CO IN	17689(B)	00144526	13006891	ADDL AMT DUE PO#144489	07/31/14	239444	53.38-
HILL,LEROY COFFEE CO IN							
Sum							325.94-
00001 HOME DEPOT	60490292	00143826	13006573	AC/HEAT UNIT #2 FIRE STA	07/31/14	239445	426.55-
00001 HOME DEPOT	5972351	00143363	13006577	WTR HOSE,WET/DRY VAC SHOP	07/31/14	239445	109.94-
HOME DEPOT							
Sum							536.49-
00001 HUDDLESTON, ROBERT	#1	00144256	13006557	FOOD NLC BUSINESS PLAN UPDATE	07/31/14	239447	698.75-
HUDDLESTON, ROBERT							
Sum							698.75-
00001 INDOFF INC	2485257	00144116	13006618	PRESENTATION LASER ACADEMY	07/31/14	239450	159.98-
00001 INDOFF INC	2485255	00144120	13006647	OFFICE SUPP CEMETERY	07/31/14	239450	39.65-
INDOFFINC							
Sum							199.63-
00001 INGRAM EQUIPMENT CO LLC	0021234-IN	00144167	13006758	REPR PTS SANIT STOCK	07/31/14	239452	216.79-
INGRAMEQUIPMENT CO LLC							
Sum							216.79-
00001 INTERFACE SECURITY SYSTE	17527552	00144433	13006789	SECURITY 8/14 HILND CEMETERY	07/31/14	239453	33.02-
00001 INTERFACE SECURITY SYSTE	17542117	00144433	13006790	SECURITY 8/14 SOUTH HILL CEM	07/31/14	239453	29.95-
INTERFACE SECURITY SYSTE							
Sum							62.97-
00001 INTL CONFERENCE OF POLIC	2014 DUES-CH	00144331	13006617	2014 DUES MARTHA CHERRY	07/31/14	239454	125.00-
INTL CONFERENCE OF POLIC							
Sum							125.00-
00001 IRBY, STUART C CO	S008336241.0	00142986	13006786	LIGHT BULBS AIRPORT RUNWAY	07/31/14	239455	150.00-
00001 IRBY, STUART C CO	S008336241.0	00142986	13006787	LIGHT BULBS AIRPORT RUNWAY	07/31/14	239455	450.00-
00001 IRBY, STUART C CO	S008415510.0	00143935	13006907	ELEC SUPP TRAFFIC SIGNALS	07/31/14	239455	999.67-
IRBY,STUART C CO							
Sum							1,599.67-
00001 JACKSON COMMUNICATIONS	S13602	00142925	13006628	INSTALL DESK SETS LAND CODE	07/31/14	239456	2,667.00-
JACKSON COMMUNICATIONS							
Sum							2,667.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LANCASTER'S MACHINE & WE	21860	00144314	13006759	REPRS U#17725 SANIT	07/31/14	239464	135.00-
LANCASTER'S MACHINE & WE Sum							135.00-
00001 LAUREL MACHINE & FOUNDRY	474311	00143978	13006638	WELDING SUPP SHOP	07/31/14	239465	864.20-
00001 LAUREL MACHINE & FOUNDRY	474798	00143978	13006639	WELDING SUPP SHOP	07/31/14	239465	446.90-
LAURELMACHINE & FOUNDRY Sum							1,311.10-
00001 LAWRENCE, CHARLES E JR	TRAVEL REIMB	00144566	13006926	EXPNS MML CONF BILOXI	07/31/14	239466	101.70-
LAWRENCE, CHARLES E JR Sum							101.70-
00001 M M C MATERIALS INC	312107	00141532	13006661	CONCRETE VARI LOC STREET	07/31/14	239470	398.75-
00001 M M C MATERIALS INC	312177	00141532	13006662	CONCRETE VARI LOC STREET	07/31/14	239470	616.25-
00001 M M C MATERIALS INC	312396	00141532	13006663	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001 M M C MATERIALS INC	312496	00141532	13006664	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001 M M C MATERIALS INC	314638	00141532	13006665	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001 M M C MATERIALS INC	317025	00141532	13006666	CONCRETE VARI LOC STREET	07/31/14	239470	797.50-
00001 M M C MATERIALS INC	317064	00141532	13006667	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	317545	00141532	13006668	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	317613	00141532	13006669	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	320410	00141532	13006670	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001 M M C MATERIALS INC	320456	00141532	13006671	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	320484	00141532	13006672	CONCRETE VARI LOC STREET	07/31/14	239470	398.75-
00001 M M C MATERIALS INC	322032	00141532	13006673	CONCRETE VARI LOC STREET	07/31/14	239470	507.50-
00001 M M C MATERIALS INC	323054	00141532	13006674	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001 M M C MATERIALS INC	323661	00141532	13006675	CONCRETE VARI LOC STREET	07/31/14	239470	942.50-
00001 M M C MATERIALS INC	323953	00141532	13006676	CONCRETE VARI LOC STREET	07/31/14	239470	725.00-
00001 M M C MATERIALS INC	324490	00141532	13006677	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	325107	00141532	13006678	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	325120	00141532	13006679	CONCRETE VARI LOC STREET	07/31/14	239470	833.75-
00001 M M C MATERIALS INC	325142	00141532	13006680	CONCRETE VARI LOC STREET	07/31/14	239470	870.00-
00001 M M C MATERIALS INC	326400	00141532	13006681	CONCRETE VARI LOC STREET	07/31/14	239470	725.00-
00001 M M C MATERIALS INC	326430	00141532	13006682	CONCRETE VARI LOC STREET	07/31/14	239470	435.00-
00001 M M C MATERIALS INC	326437	00141532	13006683	CONCRETE VARI LOC STREET	07/31/14	239470	652.50-
00001 M M C MATERIALS INC	326438	00141532	13006684	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001 M M C MATERIALS INC	328328	00141532	13006685	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
M M CMATERIALS INC Sum							13,630.00-
00001 MADDOX, GINGER	TRAV ADVANCE	00144303	13006558	TRAV ADV FLOOD INS PROG MEET	07/31/14	239471	483.86-
MADDOX, GINGER Sum							483.86-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							50.00-
00001 MID SOUTH UNIFORM & SUPP	517628	00143235	13006768	BOOTS/NAME TAGS RECRUITS	07/31/14	239483	426.14-
00001 MID SOUTH UNIFORM & SUPP	517641	00143255	13006769	TIES/CAPS POLICE STOCK	07/31/14	239483	569.40-
MID SOUTH UNIFORM & SUPP							
Sum							995.54-
00001 MINGLEDORFF'S INC	5384383-00	00144225	13006614	A/C SUPP POLICE DEPT	07/31/14	239486	74.49-
MINGLEDORFF'S INC							
Sum							74.49-
00001 MISSISSIPPI AG COMPANY,	P66859	00144309	13006635	REPR PTS U#16201 STREET	07/31/14	239487	45.97-
MISSISSIPPI AG COMPANY,							
Sum							45.97-
00001 MITCHELL TOOL SALES & SE	90532	00144152	13006785	AIR COMPRESSOR AIRPORT MAINT	07/31/14	239488	1,695.00-
MITCHELL TOOL SALES & SE							
Sum							1,695.00-
00001 MOLLY MAID	SERV 6/14 CE	00142980	13006762	SERV 6/14 CEMETERY	07/31/14	239489	245.00-
MOLLYMAID							
Sum							245.00-
00001 MOMAR INC	A76638 FRT	00143702	13006641	FREIGHT CHGS PO#143453	07/31/14	239490	114.70-
MOMARINC							
Sum							114.70-
00001 MOTOROLA CUSTOMER CONNEC	0000232856-6	00135254	13006705	CREDIT	07/31/14	239491	11,687.50
MOTOROLA CUSTOMER CONNEC							
Sum							11,687.50
00001 MOTOROLA INC (EPL RADIOS	13019061	00142637	13006649	RADIO EQUIP PK VIOLATION OFCR	07/31/14	239492	75.00-
MOTOROLA INC (EPL RADIOS							
Sum							75.00-
00001 MS EMBROIDERY COMPANY	10310	00143077	13006564	CLOTH ALLOW-BYRD-POLICE	07/31/14	239495	111.00-
MS EMBROIDERY COMPANY							
Sum							111.00-
00001 MS POWER COMPANY	7/14 GENERAL	00201420	13006889	MNTHLY ELEC-GENERAL	07/31/14	239496	119,467.90-
MS POWER COMPANY							
Sum							119,467.90-
00001 MS STATE DEVELOPMENT AUT	GRANT #R-103	02014583	13006764	HCL LEVERAGE LENDER, LLC	07/25/14	18971	10,117.66-
MS STATE DEVELOPMENT AUT							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							10,117.66-
00001 MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13006605	BOILER INSPECTIONS VARI DEPTS	07/31/14	239497	660.00-
00001 MS STATE/DEPT OF HEALTH/	15-109311	00144535	13006914	WTR HTR INSPECT CENTENIAL BLD	07/31/14	239497	30.00-
MS STATE/DEPT OF HEALTH/							
Sum							690.00-
00001 MS STATE/EMP SECURITY CO	9200131000 7	00144467	13006765	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	3,288.65-
MS STATE/EMP SECURITY CO							
Sum							3,288.65-
00001 MS STATE/TAX COMM/UNDERC	PO#144510 7/	00144510	13006894	TAG DECAL UNDERCOVER U#16501	07/31/14	239499	14.75-
MS STATE/TAX COMM/UNDERC							
Sum							14.75-
00001 NAPA AUTO PARTS	511086	00142865	13006738	PAINT SUPP	07/31/14	239500	15.60-
00001 NAPA AUTO PARTS	51127	00144381	13006772	REPR PTS U#11353 FIRE DEPT	07/31/14	239500	177.10-
00001 NAPA AUTO PARTS	511565	00144505	13006904	REPR PTS VARI FIRE UNITS	07/31/14	239500	385.33-
NAPA AUTO PARTS							
Sum							578.03-
00001 NATL ASSN OF TOWN WATCH	22008	00143738	13006556	NATL NIGHT OUT SUPPLIES	07/31/14	239501	3,412.86-
00001 NATL ASSN OF TOWN WATCH	22301	00143743	13006598	SHIRTS NATL NIGHT OUT PROJECT	07/31/14	239501	2,822.25-
NATL ASSN OF TOWN WATCH							
Sum							6,235.11-
00001 NEWELL PAPER COMPANY	818075	00144098	13006579	OIL DRY SUPP SHOP	07/31/14	239503	316.50-
NEWELLPAPER COMPANY							
Sum							316.50-
00001 OFFICE DEPOT INC	1695330301	00143970	13006597	OFFICE SUPP URBAN DEV	07/31/14	239504	47.81-
00001 OFFICE DEPOT INC	720918533001	00144201	13006767	IN CAR VIDEO DVD POLICE	07/31/14	239504	148.20-
00001 OFFICE DEPOT INC	719550770001	00140021	13006791	CREDIT	07/31/14	239504	50.26
OFFICEDEPOT INC							
Sum							145.75-
00001 OVERHEAD DOOR CO OF HBUR	67173	00144185	13006571	BAY DOOR REPAIR #6 FIRE STA	07/31/14	239506	273.75-
OVERHEAD DOOR CO OF HBUR							
Sum							273.75-
00001 OWENS BUSINESS MACHINES	271812	00144133	13006567	COPIER REPAIR POLICE ADM	07/31/14	239507	659.00-
OWENSBUSINESS MACHINES							
Sum							659.00-
00001 PEARL RIVER VALLEY EPA (	7/14 GENERAL	00201420	13006888	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239508	874.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PEARLRIVER VALLEY EPA (							
Sum							874.24-
00001 PIERCE PLUMBING INC	495436	00144212	13006721	GARBAGE DISPOSAL TRAIN DEPOT	07/31/14	239510	300.00-
00001 PIERCE PLUMBING INC	495436(B)	00144321	13006722	ADDL AMT DUE PO#144212	07/31/14	239510	23.35-
PIERCEPLUMBING INC							
Sum							323.35-
00001 PINE BELT OIL COMPANY IN	1021960	00144325	13006708	WEEKLY GAS/DIESEL PUB WORKS	07/31/14	239511	25,344.21-
00001 PINE BELT OIL COMPANY IN	1021961	00144100	13006763	WEEKLY GAS/DIESEL PUBLIC WORKS	07/31/14	239511	24,110.86-
PINE BELT OIL COMPANY IN							
Sum							49,455.07-
00001 PINE BELT REGIONAL SOLID	100006 6/14	00144334	13006643	REFUSE DISPOSAL 6/2-30 SANIT	07/31/14	239512	38,474.28-
PINE BELT REGIONAL SOLID							
Sum							38,474.28-
00001 PITNEY BOWES INC-METER R	0988915-IN14	00144385	13006607	QTRLY MAIL MACHINE LEASE	07/31/14	239514	1,566.00-
PITNEYBOWES INC-METER R							
Sum							1,566.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006916	HOTEL ARNOLD MML CONF 6/22-26	07/31/14	239518	624.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006917	HOTEL HUGHES MML CONF 6/23-26	07/31/14	239518	468.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006918	REG DUPREE NLC AUSTIN CONGRES	07/31/14	239518	425.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006919	HOTEL BRANTLEY MML 6/22-26	07/31/14	239518	624.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006920	EXPNS MCGINTY TAC 6/23-27	07/31/14	239518	549.67-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006921	PAINT BALL GOGGLES P/F ACDMY	07/31/14	239518	299.85-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006922	SHIP/TAX PAINT BALL GOGGLES	07/31/14	239518	47.14-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006923	ELEC EXAM STEVE MITCHELL	07/31/14	239518	189.00-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006924	INTERACTIVE GUIDE DOWNLOAD	07/31/14	239518	41.95-
00001 REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006925	MISC DEBITS LATE FEE	07/31/14	239518	18.00-
REGIONS CARDHOLDER SERVI							
Sum							3,286.61-
00001 REGIONS CORPORATE REAL E	7/24/14	00144441	13006706	PINE ST PARK GARAGE PURCHAS OP	07/24/14	18967	1.00-
REGIONS CORPORATE REAL E							
Sum							1.00-
00001 RICOH CORP	1048422665	00144292	13006718	PRINTER SUPP INFO TECH	07/31/14	239519	1,910.87-
00001 RICOH CORP	5031679503	00144519	13006892	COPY OVERAGE 4/22-7/21 INFO T	07/31/14	239519	387.96-
RICOHCORP							
Sum							2,298.83-
00001 RM TIMING SYSTEMS, LLC	100364-01	00143707	13006876	TIMING SYSTEM OFFICER TRNING	07/31/14	239523	4,350.00-
RM TIMING SYSTEMS, LLC							

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum								4,350.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINIONS 7/2	00144355	13006629	11 TITLE OPINIONS LAND CODE	07/31/14	239524	2,750.00-
ROGERS, KEVIN & ASSOCIAT								
Sum								2,750.00-
00001	ROSE'S QUIK STOP	PO#144423 7/	00144423	13006770	MEALS FIRE DEPT PROMO EVAL	07/31/14	239525	101.46-
ROSE'SQUIK STOP								
Sum								101.46-
00001	SCOTTS HYDRAULIC SERVICE	18703	00144268	13006627	REPRS U#15064 FIRE DEPT	07/31/14	239528	1,308.32-
00001	SCOTTS HYDRAULIC SERVICE	18546	00143915	13006760	REPRS U#17722 SANIT	07/31/14	239528	170.00-
SCOTTSHYDRAULIC SERVICE								
Sum								1,478.32-
00001	SHERWIN-WILLIAMS COMPANY	9401-8	00143950	13006604	PAINT SUPP CITY HALL BENCHES	07/31/14	239529	36.34-
SHERWIN-WILLIAMS COMPANY								
Sum								36.34-
00001	SOUTHERN ACCOUNTING SYST	07140206	00144154	13006593	RECEIPT PAPER MUN COURT	07/31/14	239532	290.20-
SOUTHERN ACCOUNTING SYST								
Sum								290.20-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/17	02014658	13006686	POLICE FINES COLL.FEE	07/31/14	239533	748.36-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/2-	02014675	13006897	POLICE FINES COLL.FEE	07/31/14	239533	737.97-
SOUTHERN FINANCIAL SYSTE								
Sum								1,486.33-
00001	SOUTHERN PINE ELECTRIC P	7/14 7/17/14	00201420	13006792	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239535	61.42-
SOUTHERN PINE ELECTRIC P								
Sum								61.42-
00001	SOUTHERN PIPE & SUPPLY C	7777683-00	00143886	13006748	PIPE COUPLINGS STREET DEPT	07/31/14	239536	270.00-
SOUTHERN PIPE & SUPPLY C								
Sum								270.00-
00001	STANDARD OFFICE SUPPLY C	0045408-001	00144097	13006580	OFFICE SUPP CONSTR DEPT	07/31/14	239538	40.62-
00001	STANDARD OFFICE SUPPLY C	0045499-001	00144246	13006610	OFFICE SUPP POLICE DEPT	07/31/14	239538	664.20-
00001	STANDARD OFFICE SUPPLY C	0045021-001	00143584	13006709	SHREDDER BAGS MUN COURT	07/31/14	239538	27.99-
00001	STANDARD OFFICE SUPPLY C	0045186-001	00143876	13006710	PAPER/LABELS M/ADM	07/31/14	239538	242.25-
00001	STANDARD OFFICE SUPPLY C	0045619-001	00144340	13006712	OFFICE SUPP ACCTG DEPT	07/31/14	239538	541.16-
00001	STANDARD OFFICE SUPPLY C	0045050-001	00143611	13006713	SIGNATURE STAMP SHARON WAITS	07/31/14	239538	25.00-
00001	STANDARD OFFICE SUPPLY C	0045600-001	00144023	13006724	CITY LETTERHEAD/ENVELOPES	07/31/14	239538	1,658.00-
00001	STANDARD OFFICE SUPPLY C	0045133-001	00143799	13006725	TOILET TISSUE LIFE OF S MS	07/31/14	239538	49.57-
00001	STANDARD OFFICE SUPPLY C	0045610-001	00144273	13006871	OFFICE SUPP POLICE DEPT	07/31/14	239538	99.48-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
STANDARD OFFICE SUPPLY C							
Sum							3,348.27-
00001 STATIONERS INC	86736-0	00144188	13006611	POLICE NOTEBOOKS	07/31/14	239539	628.22-
STATIONERS INC							
Sum							628.22-
00001 STEWART'S CAMERA CENTER	7693	00143420	13006899	CAMERA SUPP M/ADM	07/31/14	239541	218.90-
STEWART'S CAMERA CENTER							
Sum							218.90-
00001 SWEET PEPPERS (LINCOLN R	PO#144430 7/	00144430	13006870	LUNCH GIS USER GROUP	07/31/14	239544	251.70-
SWEETPEPPERS (LINCOLN R							
Sum							251.70-
00001 TEMPLE INC	INV0130576	00141755	13006658	TRAFFIC SIGNAL REPAIRS	07/31/14	239545	180.00-
TEMPLEINC							
Sum							180.00-
00001 TIRE CENTERS LLC	5900059879	00144324	13006773	TIRES U#14517 FIRE DEPT	07/31/14	239547	3,460.04-
TIRE CENTERS LLC							
Sum							3,460.04-
00001 TRUCK SERVICE & EQUIPMEN	316511	00144083	13006745	A/C REPR PTS U#13932 FIRE	07/31/14	239550	1,065.30-
00001 TRUCK SERVICE & EQUIPMEN	316566	00144221	13006746	REPR PTS U#18099 FIRE DEPT	07/31/14	239550	82.14-
00001 TRUCK SERVICE & EQUIPMEN	316613	00144329	13006747	REPR PTS U#2681 FIRE DEPT	07/31/14	239550	39.31-
TRUCKSERVICE & EQUIPMEN							
Sum							1,186.75-
00001 TRUCKPRO INC	039-0558595	00144032	13006589	REPR PTS U#17728 SANIT	07/31/14	239551	455.45-
00001 TRUCKPRO INC	039-0559901	00144168	13006783	REPR PTS U#17730 SANIT	07/31/14	239551	120.71-
TRUCKPRO INC							
Sum							576.16-
00001 UNIVERSITY OF MISSISSIPP	REG LAWRENCE	00144565	13006927	REG LAWRENCE CONF BILOXI	07/31/14	239554	175.00-
UNIVERSITY OF MISSISSIPP							
Sum							175.00-
00001 UNIVERSITY TIRE & SERVIC	452334	00144105	13006739	TIRES POLICE STOCK	07/31/14	239555	1,592.50-
00001 UNIVERSITY TIRE & SERVIC	452826	00144234	13006740	TIRES U#19100 POLICE	07/31/14	239555	672.00-
UNIVERSITY TIRE & SERVIC							
Sum							2,264.50-
00001 VERIZON WIRELESS	9727916949	00144296	13006559	WIRELESS 6/2-7/1/14 POLICE	07/31/14	239558	2,244.69-
VERIZON WIRELESS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							2,244.69-
00001 VESELY'S NURSERY	PO#144383 7/	00144383	13006879	LANDSCAPE SUPP PUB WORKS BLDG	07/31/14	239559	338.75-
VESELY'S NURSERY							
Sum							338.75-
00001 VULCAN SIGNS	256979	00143806	13006633	CENTER LANE ONLY SIGNS	07/31/14	239560	232.80-
VULCANSIGNS							
Sum							232.80-
00001 WAL-MART STORES INC	001970	00143282	13006565	SOFT DRINKS/WATER POLICE ADM	07/31/14	239561	218.06-
00001 WAL-MART STORES INC	005566	00143878	13006640	TV & MONITOR CONSTR DEPT	07/31/14	239561	287.96-
WAL-MART STORES INC							
Sum							506.02-
00001 WARREN PAVING INC	16883MB	00143491	13006659	CRUSHED CONCRETE STREET DEPT	07/31/14	239562	1,975.68-
00001 WARREN PAVING INC	17104MB	00143491	13006660	CRUSHED CONCRETE STREET DEPT	07/31/14	239562	816.20-
WARRENPAVING INC							
Sum							2,791.88-
00001 WASTE MANAGEMENT OF SOUT	00007511-252	00144332	13006644	REFUSE DISPOSAL 6/2-13 SANIT	07/31/14	239563	7,172.66-
00001 WASTE MANAGEMENT OF SOUT	0007541-2526	00144335	13006645	REFUSE DISPOSAL 6/14-30 SANIT	07/31/14	239563	7,944.64-
00001 WASTE MANAGEMENT OF SOUT	0007580-2526	00144469	13006784	REFUSE DISPOSAL 7/4-15 SANIT	07/31/14	239563	4,804.58-
WASTEMANAGEMENT OF SOUT							
Sum							19,921.88-
00001 WATERS INTERNATIONAL TRU	8-241970017	00144170	13006590	REPR PTS SANIT STOCK	07/31/14	239565	108.80-
WATERSINTERNATIONAL TRU							
Sum							108.80-
00001 WILLIAMS, NICHOLAS	TRAVEL REIMB	00144416	13006715	EXPN SKILLPATH WRKSHOP MOBILE	07/31/14	239566	101.70-
WILLIAMS, NICHOLAS							
Sum							101.70-
00001 WILLMUT GAS & OIL COMPAN	7/14 GENERAL	00201420	13006887	MNTHLY GAS-GENERAL	07/31/14	239567	113.99-
WILLMUT GAS & OIL COMPAN							
Sum							113.99-
00001 WORKWELL SERVICES (NEW V	15606	00144386	13006606	DRUG SCREENS NEW HIRES/ACCDNT	07/31/14	239569	1,428.00-
WORKWELL SERVICES (NEW V							
Sum							1,428.00-
00001 1ST SOURCE SERVALL	FE8401083	00143335	13006901	A/C REPR PTS #6 FIRE STA	07/31/14	239570	48.50-
1ST SOURCE SERVALL							
Sum							48.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.
Sum						

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 A & R FARM AND GARDEN	252108	00144284	13001849	PAPER STICKS	07/31/14	239328	140.00-
A & RFARM AND GARDEN							
Sum							140.00-
00002 AGRI-AFC LLC	5056473	00144202	13001845	FERTILIZER FOR BALLFIELDS	07/31/14	239337	4,515.00-
AGRI-AFC LLC							
Sum							4,515.00-
00002 ALLBRITTON CHAIN SAW & L	33930	00144410	13001856	WEEDEATER REPR PTS	07/31/14	239339	184.32-
ALLBRITTON CHAIN SAW & L							
Sum							184.32-
00002 ANOINTED HANDS CLEANING	819	00144447	13001880	SERVS 7/14 GRNDS MAINT OFFICE	07/31/14	239343	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	15669	00144360	13001874	ALTERNATOR U#16978	07/31/14	239349	169.95-
AUTO ARMATURE SERVICE IN							
Sum							169.95-
00002 B W I	12533508	00144216	13001850	TURFACE QUICK DRY BALLFIELDS	07/31/14	239352	777.00-
B W I							
Sum							777.00-
00002 BASS CLEANERS	13681	00144286	13001863	CLEAN TABLECLOTHS	07/31/14	239354	45.00-
BASS CLEANERS							
Sum							45.00-
00002 BEARD EQUIPMENT CO	537112	00143633	13001857	SAND PRO REPR PTS	07/31/14	239355	86.35-
BEARDEQUIPMENT CO							
Sum							86.35-
00002 BELL, DEVON	OFFICIAL 7/1	02014678	13001889	OFFICIAL-ADULT SOFTBALL	07/31/14	239356	289.00-
BELL,DEVON							
Sum							289.00-
00002 BETTS, SHERMAN	OFFICIAL 7/1	02014678	13001890	OFFICIAL-ADULT SOFTBALL	07/31/14	239358	340.00-
BETTS,SHERMAN							
Sum							340.00-
00002 BODY TECH INC	10794	00144192	13001869	TOWING U#8837 GRNDS MAINT	07/31/14	239360	60.00-
BODY TECH INC							
Sum							60.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BOOTH, JAKYRIA N	SPORTS SERVS	02014676	13001904	SPORTS SERVS DIXIE MAJORS	07/31/14	239363	189.00-
BOOTH,JAKYRIA N							189.00-
Sum							59.95-
00002 BRACKMAN MOWER WAREHOUSE	0131805	00144158	13001858	REPR PTS U#14980 MOWER	07/31/14	239365	357.04-
00002 BRACKMAN MOWER WAREHOUSE	0131806	00144160	13001859	MOWER/WEEDEATER REPR PTS	07/31/14	239365	37.60-
00002 BRACKMAN MOWER WAREHOUSE	0131886	00144298	13001860	REPR PTS U#11961 MOWER	07/31/14	239365	227.07-
00002 BRACKMAN MOWER WAREHOUSE	0132015	00144351	13001861	REPR PTS U#17561 MOWER	07/31/14	239365	681.66-
BRACKMAN MOWER WAREHOUSE							136.00-
Sum							136.00-
00002 BRADDOCK, ARETHA	OFFICIAL 7/1	02014678	13001891	OFFICIAL-ADULT SOFTBALL	07/31/14	239366	208.00-
BRADDOCK, ARETHA							208.00-
Sum							100.00-
00002 BRADLEY, MARQUITA	SPORTS SERVS	02014677	13001907	SPORTS SERVS ADULT SOFTBAL	07/31/14	239367	100.00-
BRADLEY, MARQUITA							100.00-
Sum							100.00-
00002 CAMPER CITY OF HATTIESBU	27963	00144307	13001865	TRAILER LIGHT REPAIR	07/31/14	239373	50.00-
CAMPERCITY OF HATTIESBU							62.67-
Sum							112.67-
00002 CARQUEST AUTO PARTS STOR	14758-31137	00143986	13001854	REPR PTS U#11214	07/31/14	239378	75,766.77-
00002 CARQUEST AUTO PARTS STOR	14758-31259	00144305	13001855	REPR PTS U#7382	07/31/14	239378	738.00-
CARQUEST AUTO PARTS STOR							738.00-
Sum							392.12-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13001838	TRF 2ND 7/14 PAYROLL	07/22/14	310090	42.00-
CITY OF HATTIESBURG FUND							42.00-
Sum							42.00-
00002 CLEMTS HARDWARE	109826	00144048	13001851	BARREL FANS/POLY TUB	07/31/14	239383	738.00-
CLEMTSHARDWARE							738.00-
Sum							392.12-
00002 COBURN'S SUPPLY CO INC	607059856	00143953	13001852	WTR FOUNTAIN DUNCAN LAKE	07/31/14	239384	42.00-
COBURN'S SUPPLY CO INC							42.00-
Sum							42.00-
00002 COLQUITT, EMMA	SPORTS SERVS	02014677	13001908	SPORTS SERVS ADULT SOFTBAL	07/31/14	239385	42.00-
COLQUITT, EMMA							42.00-
Sum							42.00-
00002 COMMERCIAL STATIONERY CO	361374-0	00144245	13001885	PAPER SUPP REC/SENIOR CNTRS	07/31/14	239387	269.85-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMERCIAL STATIONERY CO Sum							269.85-
00002 CROWELL, CHASITY	SPORTS SERV	02014677	13001910	SPORTS SERV ADULT SOFTBAL	07/31/14	239394	224.00-
CROWELL, CHASITY Sum							224.00-
00002 CURTIS, GEORGE	SPORTS SERV	02014677	13001909	SPORTS SERV ADULT SOFTBAL	07/31/14	239395	77.00-
CURTIS, GEORGE Sum							77.00-
00002 CURTIS, MALCOLM	OFFICIAL 7/1	02014678	13001892	OFFICIAL-ADULT SOFTBALL	07/31/14	239396	221.00-
CURTIS, MALCOLM Sum							221.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/1	02014678	13001893	OFFICIAL-ADULT SOFTBALL	07/31/14	239402	187.00-
DIXON,TIMOTHY Sum							187.00-
00002 EASLEY, CHARLES EDWARD	SPORTS SERV	02014676	13001905	SPORTS SERV DIXIE MAJORS	07/31/14	239406	250.00-
EASLEY, CHARLES EDWARD Sum							250.00-
00002 ELKINS WHOLESALE INC	214232-00	00144156	13001844	JANIT SUPP GRNDS MAINT	07/31/14	239409	515.50-
ELKINSWHOLESALE INC Sum							515.50-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/1	02014678	13001894	OFFICIAL-ADULT SOFTBALL	07/31/14	239412	348.00-
ESTERS, WILLARD (BUTCH) Sum							348.00-
00002 G & K SERVICES	1035509080	00144568	13001923	UNIFORMS 7/08 GRNDS MAINT	07/31/14	239430	125.35-
00002 G & K SERVICES	1035511255	00144568	13001924	UNIFORMS 7/15 GRNDS MAINT	07/31/14	239430	138.55-
00002 G & K SERVICES	1035513470	00144568	13001925	UNIFORMS 7/22 GRNDS MAINT	07/31/14	239430	112.11-
00002 G & K SERVICES	1035515647	00144568	13001926	UNIFORMS 7/29 GRNDS MAINT	07/31/14	239430	106.92-
00002 G & K SERVICES	1035509081	00144568	13001927	MATS 7/08	07/31/14	239430	3.40-
00002 G & K SERVICES	1035511256	00144568	13001928	MATS 7/15	07/31/14	239430	3.40-
00002 G & K SERVICES	1035513471	00144568	13001929	MATS 7/22	07/31/14	239430	3.40-
00002 G & K SERVICES	1035515648	00144568	13001930	MATS 7/29	07/31/14	239430	3.40-
G & KSERVICES Sum							496.53-
00002 GARNER LUMLEY ELECTRIC S	502702	00143730	13001872	ELEC SUPP TOWN SQUARE PARK	07/31/14	239431	98.98-
00002 GARNER LUMLEY ELECTRIC S	502463	00144425	13001883	ELEC SUPP TATUM SOC PAVILION	07/31/14	239431	188.45-
00002 GARNER LUMLEY ELECTRIC S	502591	00143648	13001922	ELEC SUPP TOWN SQUARE PARK	07/31/14	239431	4,317.16-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GARNERLUMLEY ELECTRIC S							
Sum							4,604.59-
00002 HOSKINS, JAZAMINE	SPORTS SERVS		13001906	SPORTS SERVS ADULT SOFTBAL	07/31/14	239446	175.00-
HOSKINS, JAZAMINE							
Sum							175.00-
00002 HUGHES, RIONE	SPORTS SERVS	02014677	13001911	SPORTS SERVS ADULT SOFTBAL	07/31/14	239448	266.00-
HUGHES, RIONE							
Sum							266.00-
00002 HUSBAND, EARL	OFFICIAL 7/1	02014678	13001895	OFFICIAL-ADULT SOFTBALL	07/31/14	239449	204.00-
HUSBAND, EARL							
Sum							204.00-
00002 JONES, ANN	PETTY CASH 7	00144494	13001888	PETTY CASH GRNDS MAINT	07/31/14	239457	99.13-
JONES,ANN							
Sum							99.13-
00002 KEELING COMPANY (HATTIES	S2664008.001	00144287	13001884	IRRIGATION PTS TOWN SQ PARK	07/31/14	239458	1,248.06-
KEELING COMPANY (HATTIES							
Sum							1,248.06-
00002 KELLY, KEITH	OFFICIAL 7/1	02014678	13001896	OFFICIAL-ADULT SOFTBALL	07/31/14	239459	272.00-
KELLY,KEITH							
Sum							272.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02014677	13001912	SPORTS SERVS ADULT SOFTBAL	07/31/14	239460	147.00-
KETTLEY, ANNETTE							
Sum							147.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02014677	13001913	SPORTS SERVS ADULT SOFTBAL	07/31/14	239461	133.00-
KEYS,MECHEKA							
Sum							133.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02014677	13001914	SPORTS SERVS YOUTH SERVS	07/31/14	239462	250.00-
KIRKSEY, NANCY JONES							
Sum							250.00-
00002 LANCASTER'S MACHINE & WE	21848	00144279	13001866	DECK/HITCH REPR U#16978	07/31/14	239464	493.00-
LANCASTER'S MACHINE & WE							
Sum							493.00-
00002 LOCKE, JACKIE W	OFFICIAL 7/1	02014678	13001897	OFFICIAL-ADULT SOFTBALL	07/31/14	239467	288.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LOCKE,JACKIE W							
Sum							288.00-
00002 MCELHANEY PLUMBING INC	222072	00144409	13001853	PLUMB SUPP SHERRILL CNTR	07/31/14	239476	59.90-
MCELHANEY PLUMBING INC							
Sum							59.90-
00002 MCNAIR, EVELENE	SPORTS SERVS	02014677	13001915	SPORTS SERVS ADULT SOFTBAL	07/31/14	239480	255.00-
MCNAIR, EVELENE							
Sum							255.00-
00002 MILLER, CLIFF	OFFICIAL 7/1	02014678	13001898	OFFICIAL-ADULT SOFTBALL	07/31/14	239485	51.00-
MILLER, CLIFF							
Sum							51.00-
00002 MOTT, ANDREW	OFFICIAL 7/1	02014678	13001899	OFFICIAL-ADULT SOFTBALL	07/31/14	239493	272.00-
MOTT,ANDREW							
Sum							272.00-
00002 MS POWER COMPANY	7/14 PKS/REC	00201420	13001887	MNTHLY ELEC-PARKS & REC	07/31/14	239496	16,091.75-
MS POWER COMPANY							
Sum							16,091.75-
00002 MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13001840	BOILER INSPECTIONS VARI LOC	07/31/14	239497	270.00-
MS STATE/DEPT OF HEALTH/							
Sum							270.00-
00002 MS STATE/EMP SECURITY CO	9200131000 7	00144467	13001873	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	108.78-
MS STATE/EMP SECURITY CO							
Sum							108.78-
00002 NEWELL PAPER COMPANY	818231	00144161	13001846	WASP SPRAY GRNDS MAINT	07/31/14	239503	144.00-
NEWELLPAPER COMPANY							
Sum							144.00-
00002 OFFICE DEPOT INC	1695045890	00143922	13001839	OFFICE SUPP GRNDS MAINT	07/31/14	239504	23.98-
OFFICEDEPOT INC							
Sum							23.98-
00002 PLAY IT AGAIN SPORTS	PO#144440 7/	00144440	13001921	T SHIRTS ADULT SUMMER SOFTBAL	07/31/14	239515	1,422.50-
PLAY IT AGAIN SPORTS							
Sum							1,422.50-
00002 POPE, KYMBERLEY	SPORTS SERVS	02014677	13001916	SPORTS SERVS YOUTH SERVS	07/31/14	239516	301.00-
POPE,KYMBERLEY							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 TROTTER, COREY	OFFICIAL 7/1	02014678	13001902	OFFICIAL-ADULT SOFTBALL	07/31/14	239548	187.00-
TROTTER, COREY Sum							187.00-
00002 TROTTER, WILLIE	OFFICIAL 7/1	02014678	13001903	OFFICIAL-ADULT SOFTBALL	07/31/14	239549	306.00-
TROTTER, WILLIE Sum							306.00-
00002 UNITED FENCE COMPANY	00016195	00143784	13001862	FENCE REPR CE ROY POOL	07/31/14	239553	185.00-
UNITEDFENCE COMPANY Sum							185.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02014677	13001918	SPORTS SERVS ADULT SOFTBAL	07/31/14	239556	91.00-
VARNADO, ALEXZANDRIA Sum							91.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02014677	13001919	SPORTS SERVS ADULT SOFTBAL	07/31/14	239557	210.00-
VARNADO, UNDRA Sum							210.00-
00002 VESELY'S NURSERY	PO#143937 7/	00143937	13001848	PLANTERS CAMERON FLD L'SCAPE	07/31/14	239559	252.00-
VESELY'S NURSERY Sum							252.00-
00002 WAL-MART STORES INC	005582	00143957	13001842	CONTAINERS SUMMER DAY CAMP	07/31/14	239561	244.55-
WAL-MART STORES INC Sum							244.55-
00002 WATER FLOW PRODUCTIONS I	8958	00142618	13001871	IRRIGATION REPR TATUM PARK	07/31/14	239564	2,900.00-
WATERFLOW PRODUCTIONS I Sum							2,900.00-
00002 WINDHAM, CRYSTAL	SPORTS SERVS	02014677	13001920	SPORTS SERVS ADULT SOFTBAL	07/31/14	239568	14.00-
WINDHAM, CRYSTAL Sum							14.00-
Sum							165,272.97-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 BOLTON, FRAZIER	REPAY W/H TR	02014666	13000517	REPAY W/H TRAVEL	07/28/14	18972	50.56-
BOLTON, FRAZIER							
Sum							50.56-
00006 CHILD SUPPORT ENFORCEMEN	3871	02014179	13000509	CHILD SUPPORT	07/28/14	18990	200.00-
CHILDSUPPORT ENFORCEMEN							
Sum							200.00-
00006 FAMILY SUPPORT PAYMENT C	9865	02014179	13000513	CHILD SUPPORT	07/28/14	18994	1,434.99-
FAMILYSUPPORT PAYMENT C							
Sum							1,434.99-
00006 FORREST CTY CHANCERY COU	07/2014	02014176	13000495	CHILD SUPPORT	07/28/14	18976	942.00-
FORREST CTY CHANCERY COU							
Sum							942.00-
00006 GAYLE SMITH	4645	02014179	13000514	CHILD SUPPORT	07/28/14	18995	303.38-
GAYLESMITH							
Sum							303.38-
00006 INTERNAL REVENUE SERVICE	2873	02014178	13000505	GARNISHMENT	07/28/14	18986	100.00-
INTERNAL REVENUE SERVICE							
Sum							100.00-
00006 INTERNAL REVENUE SERVICE	9998	02014178	13000504	GARNISHMENT	07/28/14	18985	50.00-
00006 INTERNAL REVENUE SERVICE	6062	02014178	13000506	GARNISHMENT	07/28/14	18987	100.00-
INTERNAL REVENUE SERVICE							
Sum							150.00-
00006 JOHN R REEVES PC (CHILD	6467	02014179	13000511	CHILD SUPPORT	07/28/14	18992	150.00-
JOHN RREEVES PC (CHILD							
Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	02014179	13000508	CHILD SUPPORT	07/28/14	18989	540.00-
LAMARCTY CHANCERY CLERK							
Sum							540.00-
00006 NEBRASKA CHILD SUPPORT (	4840	02014179	13000512	CHILD SUPPORT	07/28/14	18993	250.00-
NEBRASKA CHILD SUPPORT (							
Sum							250.00-
00006 NYS CHILD SUPPORT PROCES	8886	02014179	13000510	CHILD SUPPORT	07/28/14	18991	964.00-
NYS CHILD SUPPORT PROCES							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20280 WATER	00144418	13001539	SERV 7/14 WTR BILL OFFICE	07/31/14	239335	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	15761	00144405	13001546	STARTER/BATTERY U#14691 SEWER	07/31/14	239349	259.90-
00009 AUTO ARMATURE SERVICE IN	15230	00143714	13001555	BATTERIES U#11546 SEWER	07/31/14	239349	275.90-
AUTO ARMATURE SERVICE IN							
Sum							535.80-
00009 BAKER DISTRIBUTING CO	M402316	00143093	13001507	FOAM-BRIT LAGOONS	07/31/14	239353	43.82-
00009 BAKER DISTRIBUTING CO	M486400	00143093	13001508	FOAM-BRIT LAGOONS	07/31/14	239353	43.82-
BAKERDISTRIBUTING CO							
Sum							87.64-
00009 CARQUEST AUTO PARTS STOR	14758-30980	00144085	13001510	REPR PTS U#12689 TRANS DEPT	07/31/14	239378	87.56-
00009 CARQUEST AUTO PARTS STOR	14758-31179	00144203	13001511	REPR PTS U#12689 TRANS DEPT	07/31/14	239378	177.60-
00009 CARQUEST AUTO PARTS STOR	14758-31443	00144356	13001542	REPR PTS U#15775 SEWER	07/31/14	239378	71.33-
00009 CARQUEST AUTO PARTS STOR	14758-30175	00143778	13001561	REPR PTS U#13081 PLANT	07/31/14	239378	43.69-
CARQUEST AUTO PARTS STOR							
Sum							380.18-
00009 CENTRAL PIPE SUPPLY INC	X13385	00139571	13001560	DC CAR CHARGERS METER READERS	07/31/14	239379	288.00-
00009 CENTRAL PIPE SUPPLY INC	X13385(B)	00139414	13001562	GPS POWER CABLES METER READERS	07/31/14	239379	60.00-
CENTRAL PIPE SUPPLY INC							
Sum							348.00-
00009 CERTIFIED LABORATORIES	1580286	00144176	13001547	LUBRICANT-AERATOR GEAR BOXES	07/31/14	239380	4,600.00-
00009 CERTIFIED LABORATORIES	1582573	00144540	13001567	INSECT SPRAY/SHIP CHG	07/31/14	239380	26.09-
CERTIFIED LABORATORIES							
Sum							4,626.09-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13001498	TRF 2ND 7/14 PAYROLL	07/22/14	21795	103,308.10-
CITY OF HATTIESBURG FUND							
Sum							103,308.10-
00009 CONTROL SYSTEMS INC	49301	00143668	13001505	SERV CALL E LAUREL/METHODIST	07/31/14	239389	4,043.36-
CONTROL SYSTEMS INC							
Sum							4,043.36-
00009 D P C ENTERPRISES LP	212001424-14	00143995	13001540	CHEMICALS PLT #2	07/31/14	239397	1,164.00-
00009 D P C ENTERPRISES LP	212001425-14	00143995	13001541	CHEMICALS PLT #1	07/31/14	239397	776.00-
D P CENTERPRISES LP							
Sum							1,940.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00144290	13001499	SEWER BILLING REPORT 6/14	07/31/14	239401	321.25-
DIXIECOMMUNITY UTILITY Sum							321.25-
00009 FRIERSON, CHADWICH	TRAVEL REIMB	00144562	13001568	EXPNS EPA MEETING ATLANTA	07/31/14	239419	200.32-
FRIERSON, CHADWICH Sum							200.32-
00009 G & K SERVICES	1035498212	00144291	13001517	UNIFORMS 6/03 TRANS	07/31/14	239430	35.64-
00009 G & K SERVICES	1035500383	00144291	13001518	UNIFORMS 6/10 TRANS	07/31/14	239430	35.64-
00009 G & K SERVICES	1035502551	00144291	13001519	UNIFORMS 6/17 TRANS	07/31/14	239430	35.64-
00009 G & K SERVICES	1035504730	00144291	13001520	UNIFORMS 6/24 TRANS	07/31/14	239430	35.64-
00009 G & K SERVICES	1035498215	00144291	13001521	MOP/MAT 6/03 PLANT	07/31/14	239430	19.90-
00009 G & K SERVICES	103550386	00144291	13001522	MOP/MAT 6/10 PLANT	07/31/14	239430	19.90-
00009 G & K SERVICES	1035502554	00144291	13001523	MOP/MAT 6/17 PLANT	07/31/14	239430	19.90-
00009 G & K SERVICES	1035504733	00144291	13001524	MOP/MAT 6/24 PLANT	07/31/14	239430	19.90-
00009 G & K SERVICES	1035498213	00144291	13001525	UNIFORMS 6/03 PLANT	07/31/14	239430	48.00-
00009 G & K SERVICES	1035500384	00144291	13001526	UNIFORMS 6/10 PLANT	07/31/14	239430	48.00-
00009 G & K SERVICES	1035502552	00144291	13001527	UNIFORMS 6/17 PLANT	07/31/14	239430	48.00-
00009 G & K SERVICES	1035504731	00144291	13001528	UNIFORMS 6/17 PLANT	07/31/14	239430	48.00-
00009 G & K SERVICES	1035498211	00144291	13001529	UNIFORMS 6/03 SEWER	07/31/14	239430	43.09-
00009 G & K SERVICES	103550382	00144291	13001530	UNIFORMS 6/10 SEWER	07/31/14	239430	43.09-
00009 G & K SERVICES	1035502550	00144291	13001531	UNIFORMS 6/17 SEWER	07/31/14	239430	44.00-
00009 G & K SERVICES	1035504729	00144291	13001532	UNIFORMS 6/24 SEWER	07/31/14	239430	56.60-
00009 G & K SERVICES	1035498214	00144291	13001533	UNIFORMS 6/03 LAGOON	07/31/14	239430	15.84-
00009 G & K SERVICES	1035500385	00144291	13001534	UNIFORMS 6/10 LAGOON	07/31/14	239430	15.84-
00009 G & K SERVICES	135502553	00144291	13001535	UNIFORMS 6/17 LAGOON	07/31/14	239430	15.84-
00009 G & K SERVICES	1035504732	00144291	13001536	UNIFORMS 6/24 LAGOON	07/31/14	239430	15.84-
00009 G & K SERVICES	1035480978	00144487	13001550	UNIFORMS 4/08 WTR BILL PERSNL	07/31/14	239430	20.00-
00009 G & K SERVICES	1035489586	00144487	13001551	UNIFORMS 5/06 WTR BILL PERSNL	07/31/14	239430	21.10-
G & KSERVICES Sum							705.40-
00009 GARNER LUMLEY ELECTRIC S	502504	00144437	13001558	ELEC SUPP LAGOONS	07/31/14	239431	481.82-
GARNERLUMLEY ELECTRIC S Sum							481.82-
00009 GILLILANDS ELECTRONICS S	57582	00144254	13001506	PHONE LINE REPAIR WTR PLANT	07/31/14	239434	332.00-
GILLILANDS ELECTRONICS S Sum							332.00-
00009 GRAINGER	949376146	00144372	13001566	3 PHASE PUMPS WTR PLANT	07/31/14	239436	1,689.00-
GRAINGER Sum							1,689.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009	INDOFF INC	2482753	00144058	13001501	COPY PAPER WTR PLANT	07/31/14	239450	184.95-
00009	INDOFF INC	2483307	00144054	13001502	OFFICE SUPP WTR PLANT	07/31/14	239450	202.04-

INDOFFINC								
Sum								
00009	INDUSTRIAL ELECTRIC MOTO	RI-3738	00144078	13001554	RECONDITION MOTOR WTR PLANT	07/31/14	239451	386.99-

INDUSTRIAL ELECTRIC MOTO								
Sum								
00009	LANCASTER'S MACHINE & WE	21840	00143958	13001514	BRACKETS/MT PLATES S LAGOON	07/31/14	239464	2,140.12-

LANCASTER'S MACHINE & WE								
Sum								
00009	MCELHANEY PLUMBING INC	222012	00144227	13001513	16" PUMP-LAGOONS	07/31/14	239476	1,850.00-
00009	MCELHANEY PLUMBING INC	222156	00144401	13001553	FIBERGLASS KIT WTR PLANT	07/31/14	239476	69.95-

MCELHANEY PLUMBING INC								
Sum								
00009	MCMULLAN EQUIPMENT CO	154795P	00143643	13001500	REPR PTS U#14760 TRANS	07/31/14	239479	21.95-

MCMULLAN EQUIPMENT CO								
Sum								
00009	MIKE'S TIRE & WHEEL CO	2175614	00144402	13001543	TRAILER TIRES SEWER DEPT	07/31/14	239484	91.90-

MIKE'STIRE & WHEEL CO								
Sum								
00009	MOTOROLA CUSTOMER CONNEC	13006721	00140731	13001515	ADDL AMT DUE PO#140706	07/31/14	239491	348.00-
00009	MOTOROLA CUSTOMER CONNEC	13004780	00140706	13001537	NEW PORTABLE RADIOS LAGOONS	07/31/14	239491	4,600.00-
00009	MOTOROLA CUSTOMER CONNEC	13004935	00140706	13001538	NEW PORTABLE RADIOS LAGOONS	07/31/14	239491	17,465.25-

MOTOROLA CUSTOMER CONNEC								
Sum								
00009	MS POWER COMPANY	7/14 W&SO&M	00201420	13001565	MNTHLY ELEC-W&SO&M	07/31/14	239496	300.00-

MS POWER COMPANY								
Sum								
00009	MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13001509	BOILER INSPECTIONS VARI DEPTS	07/31/14	239497	104,259.73-

MS STATE/DEPT OF HEALTH/								
Sum								
00009	MS STATE/EMP SECURITY CO	9200131000 7	00144467	13001548	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	180.00-

MS STATE/EMP SECURITY CO								
Sum								
00009	OFFICE DEPOT INC	1695593137	00144036	13001503	PRINTER WTR PLANT	07/31/14	239504	463.07

OFFICE DEPOT INC								
Sum								
00009								463.07

Sum								
00009								379.99-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009	OFFICE DEPOT INC	719804686001	00144036	13001504	FIRE SAFE WTR PLANT	07/31/14	239504	366.74-
	OFFICEDEPOT INC							746.73-
	Sum							4,788.29-
00009	OLD RIVER TRUCK SALES IN	3242050029	00143814	13001556	REPRS U#12686 SEWER	07/31/14	239505	4,788.29-
	OLD RIVER TRUCK SALES IN							4,788.29-
	Sum							261.44-
00009	PEARL RIVER VALLEY EPA (	7/14 W&SO&M	00201420	13001564	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239508	261.44-
	PEARLRIVER VALLEY EPA (							261.44-
	Sum							643.17-
00009	PHILLIPS CAR CARE CENTER	30120	00143411	13001552	REPRS U#9223 TRANS	07/31/14	239509	643.17-
	PHILLIPS CAR CARE CENTER							643.17-
	Sum							9,926.90-
00009	RJM MCQUEEN CONTRACTING	779	00144413	13001544	REPRS N 24TH AVE	07/31/14	239522	9,926.90-
00009	RJM MCQUEEN CONTRACTING	780	00144413	13001545	REPRS 31ST AVE	07/31/14	239522	46,566.50-
	RJM MCQUEEN CONTRACTING							56,493.40-
	Sum							900.00-
00009	SCOGGINS PUMP REPAIR	9422	00144374	13001557	SUMP PUMPS LAGOONS	07/31/14	239527	900.00-
	SCOGGINS PUMP REPAIR							900.00-
	Sum							44.46-
00009	SOUTHERN GAS & SUPPLY OF	31593068	00144088	13001512	RESPIRATORS WTR PLANT	07/31/14	239534	44.46-
	SOUTHERN GAS & SUPPLY OF							44.46-
	Sum							647.75-
00009	SOUTHERN PINE ELECTRIC P	7/14 W&SO&M	00201420	13001559	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239535	647.75-
	SOUTHERN PINE ELECTRIC P							647.75-
	Sum							3,268.00-
00009	U S POSTMASTER-POSTAGE (	PERMIT 213 7	00144468	13001549	POSTAGE PERMIT WTR BILL OFFC	07/31/14	239552	3,268.00-
	U S POSTMASTER-POSTAGE (							3,268.00-
	Sum							13.00-
00009	WILLMUT GAS & OIL COMPAN	7/14 W&SO&M	00201420	13001563	MNTHLY GAS-W&SO&M	07/31/14	239567	13.00-
	WILLMUT GAS & OIL COMPAN							13.00-
	Sum							318,818.60-
	Sum							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 EXPERT DRILLING (REFUND)	WTR OVRPMT R	02014655	13000745	WTR OVRPMT RFD	07/31/14	239414	63.20-
EXPERTDRILLING (REFUND)							
Sum							63.20-
00011 RIVERO, JOSHUA P	WTR OVEPMT R	02014669	13000746	WATER OVERPAYMENT REFUND	07/31/14	239520	3,438.16-
RIVERO, JOSHUA P							
Sum							3,438.16-
Sum							3,501.36-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	1308201	00144435	13000047	SRVS RUNWAY 13 PROJECT	07/31/14	239344	748.00-
ARE CONSULTANTS INC							
Sum							748.00-
Sum							748.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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MUNICIPAL ROAD & BRIDGE								
00072	CATERPILLAR FINANCIAL SE	INV 14301744	02014656	13000175	BACKHOE LEASE PMT DUE 7/29/14	07/22/14	41127	1,086.14-

CATERPILLAR FINANCIAL SE								1,086.14-
Sum								-----
								1,086.14-
Sum								-----
								1,086.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED CARPET CARE & R	12485	00143967	13000400	CLEAN CARPET IN OFFICE	07/31/14	239334	175.00-
ADVANCED CARPET CARE & R							
Sum							175.00-
00073 ADVANCED JANITORIAL SERV	20280 MASS T	00144418	13000398	SERV 7/14 MASS TRANS OFFICE	07/31/14	239335	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 CARQUEST AUTO PARTS STOR	14758-29897	00143688	13000399	REPR PTS FIXED ROUTE BUSES	07/31/14	239378	603.15-
CARQUEST AUTO PARTS STOR							
Sum							603.15-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000393	TRF 2ND 7/14 PAYROLL	07/22/14	18965	26,317.57-
CITY OF HATTIESBURG FUND							
Sum							26,317.57-
00073 MS POWER COMPANY	7/14 M TRANS	00201420	13000401	MNTHLY ELEC-MASS TRANSIT	07/31/14	239496	891.31-
MS POWER COMPANY							
Sum							891.31-
00073 MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13000394	BOILER INSPECT MASS TRANSIT	07/31/14	239497	60.00-
MS STATE/DEPT OF HEALTH/							
Sum							60.00-
00073 NEWELL PAPER COMPANY	818431	00143927	13000395	SANITIZER FOR BUSES	07/31/14	239503	73.48-
NEWELLPAPER COMPANY							
Sum							73.48-
00073 VERIZON WIRELESS	9728379183	00144389	13000396	PARATRANSIT GPS 7/11-8/10/14	07/31/14	239558	201.81-
VERIZON WIRELESS							
Sum							201.81-
Sum							28,667.32-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 HERCULES, INC. C/O ASHLA	7/24/14	00144442	13000072	CIVIL ACTION 2:13-CV-208KS-MTP	07/24/14	310095	120,184.07-
HERCULES, INC. C/O ASHLA							
Sum							120,184.07-
00075 LAMAR PARK WATER & SEWER	SEWER SERV 1	00144542	13000073	SEWER SERVICES 1/14-6/14	07/31/14	239463	3,810.00-
LAMARPARK WATER & SEWER							
Sum							3,810.00-
Sum							123,994.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	22278562	00144511	13000410	SECURITY 8/14 CULTURAL CENTER	07/31/14	239329	323.13-
A D TSECURITY SERVICES/							
Sum							323.13-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000396	TRF 2ND 7/14 PAYROLL	07/22/14	310090	21,562.99-
CITY OF HATTIESBURG FUND							
Sum							21,562.99-
00077 COOK, LATONYA HORNE- (RE	MCNAIR CENTE	02014668	13000425	DAMAGE DEPOSIT REFUND	07/31/14	239390	100.00-
COOK,LATONYA HORNE- (RE							
Sum							100.00-
00077 DAVIS, BRITTANY (REFUND)	SHERRILL CEN	02014668	13000418	DAMAGE DEPOSIT REFUND	07/31/14	239398	200.00-
DAVIS,BRITTANY (REFUND)							
Sum							200.00-
00077 DWIGHT, LILLIE (REFUND)	SHERRILL CEN	02014668	13000421	DAMAGE DEPOSIT REFUND	07/31/14	239404	300.00-
DWIGHT, LILLIE (REFUND)							
Sum							300.00-
00077 EARNEST, DIEDRA (REFUND)	SHERRILL CEN	02014668	13000419	DAMAGE DEPOSIT REFUND	07/31/14	239405	50.00-
EARNEST, DIEDRA (REFUND)							
Sum							50.00-
00077 FORREST COUNTY SOIL CONS	SHERRILL CEN	02014668	13000417	DAMAGE DEPOSIT REFUND	07/31/14	239418	75.00-
FORREST COUNTY SOIL CONS							
Sum							75.00-
00077 G & K SERVICES	1035506899	00144513	13000411	UNIFORMS 7/01 COMM CNTRS	07/31/14	239430	50.91-
00077 G & K SERVICES	1035509075	00144513	13000412	UNIFORMS 7/09 COMM CNTRS	07/31/14	239430	45.76-
00077 G & K SERVICES	1035511250	00144513	13000413	UNIFORMS 7/15 COMM CNTRS	07/31/14	239430	45.76-
00077 G & K SERVICES	1035513465	00144513	13000414	UNIFORMS 7/22 COMM CNTRS	07/31/14	239430	45.76-
00077 G & K SERVICES	1035489557	00144513	13000415	UNIFORMS 5/06 COMM CNTRS	07/31/14	239430	80.31-
G & KSERVICES							
Sum							268.50-
00077 GILLILANDS ELECTRONICS S	57766	00144491	13000406	TELEPHONES CE ROY CENTER	07/31/14	239434	75.00-
GILLILANDS ELECTRONICS S							
Sum							75.00-
00077 GROVER BROS RESTAURANT &	210848	00144209	13000401	GARBAGE DISPOSAL TRAIN DEPOT	07/31/14	239437	1,579.00-
GROVERBROS RESTAURANT &							
Sum							1,579.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077	GROVER'S PAINTING INC	3156	00143309	13000404	REPAINT INTERIOR CULTURAL CTR	07/31/14	239438	16,400.00-
	GROVER'S PAINTING INC							
	Sum							16,400.00-
00077	MARROW FAMILY REUNION (R	CULTURAL CEN	02014668	13000416	DAMAGE DEPOSIT REFUND	07/31/14	239472	300.00-
	MARROWFAMILY REUNION (R							
	Sum							300.00-
00077	MC GEE, CALLIE (REFUND)	CE ROY CENTE	02014668	13000424	DAMAGE DEPOSIT REFUND	07/31/14	239477	100.00-
	MC GEE,CALLIE (REFUND)							
	Sum							100.00-
00077	MS CENTER FOR JUSTICE (R	CE ROY CENTE	02014668	13000422	DAMAGE DEPOSIT REFUND	07/31/14	239494	100.00-
	MS CENTER FOR JUSTICE (R							
	Sum							100.00-
00077	MS POWER COMPANY	7/14 COMM CN	00201420	13000408	MNTHLY ELEC-COMM CNTRS	07/31/14	239496	4,909.82-
	MS POWER COMPANY							
	Sum							4,909.82-
00077	MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13000397	BOILER INSPECT VARI CNTRS	07/31/14	239497	240.00-
	MS STATE/DEPT OF HEALTH/							
	Sum							240.00-
00077	NEEL-SCHAFFER INC	1018844-13-2	00137287	13000409	FOUNDATION REPR SHERRILL CNTR	07/31/14	239502	4,335.23-
	NEEL-SCHAFFER INC							
	Sum							4,335.23-
00077	PINEBELT MENTAL HEALTHCA	SHERRILL CEN	02014668	13000420	DAMAGE DEPOSIT REFUND	07/31/14	239513	100.00-
	PINEBELT MENTAL HEALTHCA							
	Sum							100.00-
00077	SMITH, ANITA V (REFUND)	CE ROY CENTE	02014668	13000423	DAMAGE DEPOSIT REFUND	07/31/14	239530	100.00-
	SMITH,ANITA V (REFUND)							
	Sum							100.00-
00077	SMITH, JIM SERVICES	81728	00143961	13000398	A/C REPR SHERRILL DINING ROOM	07/31/14	239531	500.00-
00077	SMITH, JIM SERVICES	81728(B)	00144198	13000399	ADDL AMT DUE PO#143961	07/31/14	239531	49.42-
00077	SMITH, JIM SERVICES	81787(A)	00143782	13000402	A/C REPR MCNAIR CENTER	07/31/14	239531	250.00-
00077	SMITH, JIM SERVICES	81787(B)	00144281	13000403	ADDL AMT DUE PO#143782	07/31/14	239531	833.00-
	SMITH,JIM SERVICES							
	Sum							1,632.42-
00077	SULLIVAN, B W BLDG CONTR	PO#144426	00144426	13000405	HANDRAIL REPR SHERRILL STAGE	07/31/14	239543	400.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SULLIVAN, B W BLDG CONTR							
Sum							400.00-
00077 WILLMUT GAS & OIL COMPAN	7/14 COMM CN	00201420	13000407	MNTHLY GAS-COMM CNTRS	07/31/14	239567	31.44-
WILLMUT GAS & OIL COMPAN							
Sum							31.44-
Sum							53,182.53-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 AIDS SERVICES COALITION	06/17/14	00144371	13000266	ACQUISITION 117 COLLEGE ST/4	07/22/14	310089	77,500.00-
AIDS SERVICES COALITION							
Sum							77,500.00-
00082 BONNER ANALYTICAL TESTIN	55069	00144450	13000270	107 HARRELL ST PRE LEAD TEST	07/24/14	310096	493.10-
00082 BONNER ANALYTICAL TESTIN	55267	00144453	13000272	1205 COUNTRY CLUB, PRE LEAD	07/24/14	310098	484.65-
00082 BONNER ANALYTICAL TESTIN	55068	00144452	13000273	200 MLK AVE PRE LEAD TEST	07/24/14	310099	524.35-
BONNERANALYTICAL TESTIN							
Sum							1,502.10-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000267	TRF 2ND 7/14 PAYROLL	07/22/14	310091	8,822.68-
CITY OF HATTIESBURG FUND							
Sum							8,822.68-
00082 DOMESTIC ABUSE FAMILY SH	07/08/14	00144448	13000275	FOOD SUPPLIES, SHELTER OP DR#1	07/24/14	310101	3,847.21-
DOMESTIC ABUSE FAMILY SH							
Sum							3,847.21-
00082 EATON, KERMAS	PETTY CASH 6	00144422	13000276	PETTY CASH CDBG	07/31/14	239407	53.81-
EATON,KERMAS							
Sum							53.81-
00082 MAY HINTON LODGE #540	07/14/14	00144454	13000271	BACK TO SCHOOL SUPPLY DR,DR #1	07/24/14	310097	10,000.00-
MAY HINTON LODGE #540							
Sum							10,000.00-
00082 RJ YOUNG COMPANY	INV417301	00144277	13000268	COPIER 3/28-6/27 CDBG	07/31/14	239521	342.55-
RJ YOUNG COMPANY							
Sum							342.55-
00082 SIMS, JOHN LEE	07/22/14	00144451	13000274	1802 EDWARD TEM RELOC 7/1-7/31	07/24/14	310100	650.00-
SIMS,JOHN LEE							
Sum							650.00-
Sum							102,718.35-

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	6/2014 FOOD/	02014663	13000019	6/2014 FOOD/BEV TAX	07/24/14	18968	180,949.42-
H'BURGCONVENTION COMMIS							
Sum							180,949.42-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02014662	13000020	MOTEL SALES TAX 6/2014	07/24/14	18969	62,111.75-
H'BURGTOURISM COMMISSIO							
Sum							62,111.75-
Sum							243,061.17-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
GROUPINSURANCE TRUST FUND								
00109	CITY OF HATTIESBURG FUND	TRF TAYLOR,	02014659	76	TRF TAYLOR, HENRY, DAVIS	07/24/14	310092	74.50-

CITY OF HATTIESBURG FUND								
Sum								74.50-

Sum								74.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.
GrandTotal Level Sum						2,483,480.17-

CITY OF HATTIESBURG - GENERAL FUND								
DOCKET OF CLAIMS								
PERIOD ENDING JULY 31, 2014								
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date - 07/29/14	
	-----	-----	-----	-----	-----	-----		Check Amount
GENERAL FUND								
00001	A 1 FIRE EQUIPMENT	1645	00143873	13006620	SWIFT WTR RESCUE EQUIP ACDMY	07/31/14	239330	886.60-
00001	A 1 FIRE EQUIPMENT	1645 FRT	00144395	13006621	FREIGHT CHGS PO#143873	07/31/14	239330	59.80-
00001	A 1 FIRE EQUIPMENT	1651	00143554	13006912	TEST SCBA AIR BOTTLES	07/31/14	239330	2,500.00-
00001	A 1 FIRE EQUIPMENT	1651(B)	00144522	13006913	ADDL AMT DUE PO#143554	07/31/14	239330	125.00-
A 1 FIRE EQUIPMENT								
Sum								3,571.40-
00001	AAMCO TRANS/AUTOMOTIVE S	128769	00143934	13006591	REPRS U#14677 SANIT	07/31/14	239331	572.49-
AAMCOTRANS/AUTOMOTIVE S								
Sum								572.49-
00001	AD WEAR	1922	00143984	13006781	EMPLOYEE CAPS	07/31/14	239332	387.50-
AD WEAR								
Sum								387.50-
00001	ADVANCE AUTO PARTS	560441957429	00142870	13006613	REPR PTS POLICE STOCK	07/31/14	239333	230.28-
ADVANCE AUTO PARTS								
Sum								230.28-
00001	ADVANCED CARPET CARE & R	12392	00143699	13006742	CLEAN CARPET P/F ACADEMY	07/31/14	239334	425.00-
ADVANCED CARPET CARE & R								
Sum								425.00-
00001	ADVANCED JANITORIAL SERV	20280 CITY H	00144418	13006719	SERVS 7/14 CITY HALL	07/31/14	239335	1,925.00-
00001	ADVANCED JANITORIAL SERV	20280 TRAFFI	00144418	13006720	SERVS 7/14 TRAFFIC OFFICE	07/31/14	239335	250.00-
ADVANCED JANITORIAL SERV								
Sum								2,175.00-
00001	AFFORDABLE EMERGENCY LIG	699	00144304	13006741	LIGHTBAR REPR U#17896 POLICE	07/31/14	239336	170.00-
AFFORDABLE EMERGENCY LIG								
Sum								170.00-
00001	AIRGAS USA LLC (NORDAN S	9920017829	00144365	13006616	CYL RENT 6/14 VARI DEPTS	07/31/14	239338	590.07-
AIRGASUSA LLC (NORDAN S								
Sum								590.07-
00001	ALLEN ENGINEERING AND SC	00140249	00144276	13006563	SRV 5/20-6/27 GORDON CRK BANK	07/31/14	239340	1,500.00-
ALLENENGINEERING AND SC								
Sum								1,500.00-
00001	ALWAYS IN STITCHES	2451	00144051	13006619	POLO SHIRTS-DUNCAN-ACADEMY	07/31/14	239341	113.50-

ALWAYSIN STITCHES

Sum								113.50-
00001	AMERICAN AIR SPECIALISTS	72584	00144458	13006766	A/C CHECK MAYOR'S OFFICE	07/31/14	239342	75.00-

AMERICAN AIR SPECIALISTS

Sum								75.00-
00001	ASH MILLWORKS	38714(B)	00144267	13006584	ADDL AMT DUE PO#143321	07/31/14	239345	49.62-
00001	ASH MILLWORKS	39015	00144478	13006908	LUMBER FOR CABINET	07/31/14	239345	151.50-

ASH MILLWORKS

Sum								201.12-
00001	ASSN OF METROPOLITAN PLA	2014-54	00144428	13006723	2014 MBRSHIP DUES	07/31/14	239346	482.15-

ASSN OF METROPOLITAN PLA

Sum								482.15-
00001	AT&T	601M26684200	00144295	13006560	INTERACT SOFTWARE SUPPORT	07/31/14	239347	871.00-
00001	AT&T	601M26491400	00144295	13006561	INTERACT SOFTWARE SUPPORT	07/31/14	239347	47.00-

AT&T

Sum								918.00-
00001	AT&T CAPITAL SERVICES	2924477	00144297	13006562	INTERACT/CAD/COURT SOFTWARE	07/31/14	239348	12,556.56-

AT&T CAPITAL SERVICES

Sum								12,556.56-
00001	AUTO ARMATURE SERVICE IN	15474	00144106	13006728	BATTERY U#18203 POLICE	07/31/14	239349	161.95-
00001	AUTO ARMATURE SERVICE IN	15627	00144237	13006729	BATTERY U#14129 POLICE	07/31/14	239349	109.95-
00001	AUTO ARMATURE SERVICE IN	15666	00144369	13006730	BATTERY U#17116 POLICE	07/31/14	239349	109.95-
00001	AUTO ARMATURE SERVICE IN	15399	00143913	13006749	BATTERY U#7358 STREET	07/31/14	239349	137.95-
00001	AUTO ARMATURE SERVICE IN	15664	00144362	13006750	BATTERY U#8629 STREET	07/31/14	239349	110.95-
00001	AUTO ARMATURE SERVICE IN	15770	00143354	13006880	ALTERNATOR U#16237 STREET	07/31/14	239349	169.95-

AUTO ARMATURE SERVICE IN

Sum								800.70-
00001	AUTO CUSTOMS	613908	00141879	13006771	EQUIP U#17838 FIRE DEPT	07/31/14	239350	1,897.50-

AUTO CUSTOMS

Sum								1,897.50-
00001	B & F TACTICAL STORE	356	00143237	13006726	L/S SHIRTS POLICE RECRUITS	07/31/14	239351	324.00-

B & FTACTICAL STORE

Sum								324.00-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02014623	13006868	GARBAGE TRK LEASE DUE 7/14	07/28/14	18973	34,542.83-

BANCORPSOUTH EQUIPMENT F

Sum								34,542.83-
00001	BENECOM TECHNOLOGIES INC	210257	00144014	13006601	12 HRS BLOCK TIME INFO TECH	07/31/14	239357	1,320.00-

00001	CANON FINANCIAL SERVICES	13980164	00144354	13006596	COPIER 7/14 PURCHASING	07/31/14	239374	115.00-
CANONFINANCIAL SERVICES								
Sum								115.00-
00001	CANON SOLUTIONS AMERICA	772419	00144353	13006595	COPIER OVERAGE PURCHASING	07/31/14	239375	31.62-
CANONSOLUTIONS AMERICA								
Sum								31.62-
00001	CARQUEST AUTO PARTS STOR	14758-31035	00144035	13006585	REPR PTS SANIT	07/31/14	239378	45.22-
00001	CARQUEST AUTO PARTS STOR	14758-31035(	00144035	13006586	REPR PTS U#9169 AIRPORT	07/31/14	239378	32.49-
00001	CARQUEST AUTO PARTS STOR	14758-31037	00144166	13006587	REPR PTS U#17731 SANIT	07/31/14	239378	40.19-
00001	CARQUEST AUTO PARTS STOR	14758-31392	00144337	13006637	REPR PTS U#9804 SHOP	07/31/14	239378	524.47-
00001	CARQUEST AUTO PARTS STOR	14758-31145	00144257	13006648	REPR PTS CEMETERY STOCK	07/31/14	239378	83.76-
00001	CARQUEST AUTO PARTS STOR	14758-31445	00144115	13006731	REPR PTS POLICE SERVICE CNTR	07/31/14	239378	330.77-
00001	CARQUEST AUTO PARTS STOR	14758-31446	00144115	13006732	REPR PTS U#18202 POLICE	07/31/14	239378	156.96-
00001	CARQUEST AUTO PARTS STOR	14758-31447	00144115	13006733	REPR PTS U#18201 POLICE	07/31/14	239378	289.20-
00001	CARQUEST AUTO PARTS STOR	14758-31449	00144115	13006734	REPR PTS U#17117 POLICE	07/31/14	239378	52.67-
00001	CARQUEST AUTO PARTS STOR	14758-31450	00144115	13006735	REPR PTS U#17116 POLICE	07/31/14	239378	31.19-
00001	CARQUEST AUTO PARTS STOR	14758-31451	00144115	13006736	REPR PTS U#18205 POLICE	07/31/14	239378	139.56-
00001	CARQUEST AUTO PARTS STOR	14758-31457	00144115	13006737	REPR PTS U#17573 POLICE	07/31/14	239378	337.87-
00001	CARQUEST AUTO PARTS STOR	14758-31500	00144319	13006752	REPR PTS U#11201	07/31/14	239378	109.26-
00001	CARQUEST AUTO PARTS STOR	14758-31499	00144364	13006753	REPR PTS U#7873 STREET	07/31/14	239378	29.40-
00001	CARQUEST AUTO PARTS STOR	14758-30888	00144074	13006774	WINDOW REG U#14697 LAND CODE	07/31/14	239378	91.48-
00001	CARQUEST AUTO PARTS STOR	14758-31184	00144253	13006775	REPR PTS U#9490 LAND CODE	07/31/14	239378	65.58-
00001	CARQUEST AUTO PARTS STOR	14758-30596	00143948	13006776	REPR PTS U#14684 LAND CODE	07/31/14	239378	157.20-
00001	CARQUEST AUTO PARTS STOR	14758-31410	00144357	13006788	REPR PTS U#14690 CEMETERY	07/31/14	239378	193.24-
00001	CARQUEST AUTO PARTS STOR	14758-31823	00144238	13006872	REPR PTS POLICE STOCK	07/31/14	239378	49.32-
00001	CARQUEST AUTO PARTS STOR	14758-31821	00144424	13006873	REPR PTS POLICE STOCK	07/31/14	239378	56.41-
00001	CARQUEST AUTO PARTS STOR	14758-31652	00144460	13006874	REPR PTS POLICE STOCK	07/31/14	239378	43.92-
00001	CARQUEST AUTO PARTS STOR	14758-31663	00144031	13006882	JUMP STARTER-SHOP	07/31/14	239378	459.99-
00001	CARQUEST AUTO PARTS STOR	14758-31662	00144043	13006885	FUEL ADDITIVE NEW SANIT UNITS	07/31/14	239378	73.68-
CARQUEST AUTO PARTS STOR								
Sum								3,393.83-
00001	CHILDREN'S ADVOCACY CENT	REG-MOORE 7/	00143912	13006877	REG-MOORE COURT APPL CLASSES	07/31/14	239381	450.00-
CHILDREN'S ADVOCACY CENT								
Sum								450.00-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13006552	TRF 2ND 7/14 PAYROLL	07/22/14	18965	1,022,465.96-
CITY OF HATTIESBURG FUND								
Sum								1,022,465.96-
00001	COMCAST CABLEVISION OF H	095777340100	00144544	13006915	INTERNET SERV AIRPORT	07/31/14	239386	80.60-
COMCAST CABLEVISION OF H								
Sum								80.60-
00001	COMSOUTH	174531	00143325	13006634	STUBBY RADIO ANTENNAS TRAFFIC	07/31/14	239388	125.00-
00001	COMSOUTH	174363	00143781	13006636	TRAVEL CHARGER U#15964 STREET	07/31/14	239388	55.00-

COMSOUTH								
Sum								180.00-
00001	COVERT TRACK GROUP, INC	7650	00143592	13006612	BATTERY STEALTH DEVICE	07/31/14	239391	95.00-
COVERTTRACK GROUP, INC								
Sum								95.00-
00001	COVINGTON SALES & SERVIC	66448	00144242	13006881	REPR PTS U#18907 STREET	07/31/14	239392	893.92-
COVINGTON SALES & SERVIC								
Sum								893.92-
00001	CRAIN TRACTOR & EQUIPMEN	CP01126	00143825	13006657	REPR PTS U#10799 TRACTOR DRNG	07/31/14	239393	445.53-
CRAINTRACTOR & EQUIPMEN								
Sum								445.53-
00001	DILLARDS DEPARTMENT STOR	P933600JB00X	00143860	13006727	CLOTH ALLOW-ROCKHOLD-POLICE	07/31/14	239399	79.99-
DILLARDS DEPARTMENT STOR								
Sum								79.99-
00001	DISPLAYIT	33905	00141942	13006608	MEDIA FLAT QUICK UP DISPLAY	07/31/14	239400	1,128.00-
00001	DISPLAYIT	33905(B)	00142921	13006609	ADDL AMT DUE PO#141942	07/31/14	239400	47.50-
DISPLAYIT								
Sum								1,175.50-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00144557	13006909	EXPNS VARI MEETINGS	07/31/14	239403	1,277.24-
DUPREE, JOHNNY MAYOR								
Sum								1,277.24-
00001	EATON, KERMA	PETTY CASH 6	00144422	13006711	PETTY CASH VARI DEPTS	07/31/14	239407	220.58-
EATON,KERMA								
Sum								220.58-
00001	ECONOMY SUPPLY CO	215925	00143949	13006602	BLDG MATLS CITY HALL BENCHES	07/31/14	239408	155.10-
00001	ECONOMY SUPPLY CO	215790	00143930	13006905	NUTS/BOLTS/WASHERS TRAFFIC	07/31/14	239408	345.30-
ECONOMY SUPPLY CO								
Sum								500.40-
00001	EMERGENCY EQUIPMENT PROF	410657	00142825	13006570	HELMET BADGE FIRE DEPT	07/31/14	239410	32.06-
00001	EMERGENCY EQUIPMENT PROF	410857	00143908	13006572	REPRS U#13933 FIRE DEPT	07/31/14	239410	898.50-
00001	EMERGENCY EQUIPMENT PROF	411012	00143848	13006623	FIREIGHTER HELMETS	07/31/14	239410	786.76-
00001	EMERGENCY EQUIPMENT PROF	411155	00144089	13006625	REPR PTS U#13932,U#13933 FIRE	07/31/14	239410	484.36-
00001	EMERGENCY EQUIPMENT PROF	411213	00144052	13006878	REPR PTS U#18098 FIRE DEPT	07/31/14	239410	580.67-
00001	EMERGENCY EQUIPMENT PROF	411231	00143951	13006902	BRAKE REPR PTS U#18098 FIRE	07/31/14	239410	1,816.97-
00001	EMERGENCY EQUIPMENT PROF	411219	00144391	13006903	REPR PTS U#13560 FIRE DEPT	07/31/14	239410	891.42-
EMERGENCY EQUIPMENT PROF								
Sum								5,490.74-
00001	EMPIRE TRUCK SALES (H'BU	CE006089180:	00144169	13006574	REPR PTS STREET STOCK	07/31/14	239411	540.86-

00001	EMPIRE TRUCK SALES (H'BU	C3006088902:	00143981	13006588	REPR PTS U#15892 SANIT	07/31/14	239411	259.98-
EMPIRETRUCK SALES (H'BU								
Sum								800.84-
00001	EVS MID-SOUTH	112893	00144264	13006626	REPR 14 SCBA UNITS FIRE DEPT	07/31/14	239413	3,539.31-
EVS MID-SOUTH								
Sum								3,539.31-
00001	FASTENAL COMPANY	MSHAT172769	00144282	13006630	HAND TOOLS TRAFFIC DEPT	07/31/14	239415	215.80-
00001	FASTENAL COMPANY	MSHAT172821	00144282	13006631	HAND TOOLS TRAFFIC DEPT	07/31/14	239415	9.74-
00001	FASTENAL COMPANY	MSHAT172709	00144211	13006632	CONCRETE SAW CORE BIT TRAFFIC	07/31/14	239415	71.99-
00001	FASTENAL COMPANY	MSHAT172983	00143773	13006906	TRAFFIC SIGNAL EQUIP	07/31/14	239415	563.90-
FASTENAL COMPANY								
Sum								861.43-
00001	FEDERAL EXPRESS	2-718-59414	00144400	13006755	SERV 7/11/14 ENGR DEPT	07/31/14	239416	15.55-
FEDERAL EXPRESS								
Sum								15.55-
00001	FORDETRA	PO#140927 3/	00140927	13006594	GRAND REUNION BOOKLET AD	07/31/14	239417	100.00-
FORDETRA								
Sum								100.00-
00001	G & K SERVICES	1035498206	00144333	13006687	UNIFORMS 6/03 TRAFFIC	07/31/14	239430	38.43-
00001	G & K SERVICES	1035500377	00144333	13006688	UNIFORMS 6/10 TRAFFIC	07/31/14	239430	32.13-
00001	G & K SERVICES	1035502545	00144333	13006689	UNIFORMS 6/17 TRAFFIC	07/31/14	239430	39.88-
00001	G & K SERVICES	1035504724	00144333	13006690	UNIFORMS 6/24 TRAFFIC	07/31/14	239430	34.80-
00001	G & K SERVICES	1035506901	00144333	13006691	UNIFORMS 7/01 TRAFFIC	07/31/14	239430	34.53-
00001	G & K SERVICES	10354895560	00144333	13006692	UNIFORMS 5/06 CONSTR	07/31/14	239430	96.90-
00001	G & K SERVICES	1035955848	00144333	13006693	UNIFORMS 6/11 CONSTR	07/31/14	239430	50.10
00001	G & K SERVICES	1035496039	00144333	13006694	UNIFORMS 5/27 CONSTR	07/31/14	239430	47.34-
00001	G & K SERVICES	1035498207	00144333	13006695	UNIFORMS 6/03 CONSTR	07/31/14	239430	41.04-
00001	G & K SERVICES	1035500378	00144333	13006696	UNIFORMS 6/10 CONSTR	07/31/14	239430	64.92-
00001	G & K SERVICES	1035502546	00144333	13006697	UNIFORMS 6/17 CONSTR	07/31/14	239430	65.05-
00001	G & K SERVICES	1035504725	00144333	13006698	UNIFORMS 6/24 CONSTR	07/31/14	239430	65.71-
00001	G & K SERVICES	1035506902	00144333	13006699	UNIFORMS 7/01 CONSTR	07/31/14	239430	66.05-
00001	G & K SERVICES	1035498208	00144333	13006700	MOP/MAT 6/03 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035500379	00144333	13006701	MOP/MAT 6/10 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035502547	00144333	13006702	MOP/MAT 6/17 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035504726	00144333	13006703	MOP/MAT 6/24 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035506903	00144333	13006704	MOP/MAT 7/01 CONSTR	07/31/14	239430	6.40-
00001	G & K SERVICES	1035506918	00144480	13006793	UNIFORMS 7/01 STREET	07/31/14	239430	242.22-
00001	G & K SERVICES	1035509094	00144480	13006794	UNIFORMS 7/08 STREET	07/31/14	239430	141.47-
00001	G & K SERVICES	1035511269	00144480	13006795	UNIFORMS 7/15 STREET	07/31/14	239430	179.99-
00001	G & K SERVICES	1035513484	00144480	13006796	UNIFORMS 7/22 STREET	07/31/14	239430	121.72-
00001	G & K SERVICES	1035506915	00144480	13006797	UNIFORMS 7/01 STREET	07/31/14	239430	76.62-
00001	G & K SERVICES	1035509091	00144480	13006798	UNIFORMS 7/08 STREET	07/31/14	239430	102.88-
00001	G & K SERVICES	1035513481	00144480	13006799	UNIFORMS 7/22 STREET	07/31/14	239430	54.30-

00001	G & K SERVICES	1035506919	00144480	13006800	UNIFORMS 7/01 SHOP	07/31/14	239430	34.35-
00001	G & K SERVICES	1035509095	00144480	13006801	UNIFORMS 7/08 SHOP	07/31/14	239430	59.90-
00001	G & K SERVICES	1035511270	00144480	13006802	UNIFORMS 7/15 SHOP	07/31/14	239430	53.27-
00001	G & K SERVICES	1035513485	00144480	13006803	UNIFORMS 7/22 SHOP	07/31/14	239430	53.29-
00001	G & K SERVICES	1035506921	00144480	13006804	MOP/MAT 7/01 GO&FS	07/31/14	239430	21.80-
00001	G & K SERVICES	1035509097	00144480	13006805	MOP/MAT 7/08 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035511272	00144480	13006806	MOP/MAT 7/15 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035513487	00144480	13006807	MOP/MAT 7/22 GO&FS	07/31/14	239430	24.00-
00001	G & K SERVICES	1035478820	00144480	13006808	UNIFORMS 4/01 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035480973	00144480	13006809	UNIFORMS 4/08 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035483123	00144480	13006810	UNIFORMS 4/15 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035185274	00144480	13006811	UNIFORMS 4/22 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035487432	00144480	13006812	UNIFORMS 4/29 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035489580	00144480	13006813	UNIFORMS 5/06 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035491731	00144480	13006814	UNIFORMS 5/03 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035493892	00144480	13006815	UNIFORMS 5/20 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035496059	00144480	13006816	UNIFORMS 5/27 SANIT	07/31/14	239430	4.00-
00001	G & K SERVICES	1035500398	00144480	13006817	UNIFORMS 6/10 SANIT	07/31/14	239430	12.70-
00001	G & K SERVICES	1035509098	00144480	13006818	UNIFORMS 7/08 SANIT	07/31/14	239430	13.58-
00001	G & K SERVICES	1035511273	00144480	13006819	UNIFORMS 7/15 SANIT	07/31/14	239430	13.58-
00001	G & K SERVICES	1035506914	00144480	13006820	UNIFORMS 7/01 DRNGE	07/31/14	239430	18.18-
00001	G & K SERVICES	10322090990	00144480	13006821	UNIFORMS 7/08 DRNGE	07/31/14	239430	18.29-
00001	G & K SERVICES	1035511265	00144480	13006822	UNIFORMS 7/15 DRNGE	07/31/14	239430	18.29-
00001	G & K SERVICES	1035513480	00144480	13006823	UNIFORMS 7/22 DRNGE	07/31/14	239430	18.31-
00001	G & K SERVICES	1035506917	00144480	13006824	UNIFORMS 7/01 SANIT	07/31/14	239430	113.83-
00001	G & K SERVICES	10355090993	00144480	13006825	UNIFORMS 7/08 SANIT	07/31/14	239430	124.11-
00001	G & K SERVICES	1035511268	00144480	13006826	UNIFORMS 7/15 SANIT	07/31/14	239430	290.06-
00001	G & K SERVICES	1035513483	00144480	13006827	UNIFORMS 7/22 SANIT	07/31/14	239430	114.94-
00001	G & K SERVICES	1035506920	00144480	13006828	MOP/MAT 7/01 SANIT	07/31/14	239430	16.65-
00001	G & K SERVICES	1035509096	00144480	13006829	MOP/MAT 7/08 SANIT	07/31/14	239430	18.33-
00001	G & K SERVICES	1035511271	00144480	13006830	MOP/MAT 7/15 SANIT	07/31/14	239430	18.33-
00001	G & K SERVICES	1035513486	00144480	13006831	MOP/MAT 7/22 SANIT	07/31/14	239430	18.33-
00001	G & K SERVICES	1035506916	00144480	13006832	UNIFORMS 7/01 HEALTH	07/31/14	239430	22.71-
00001	G & K SERVICES	1035509092	00144480	13006833	UNIFORMS 7/08 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035511267	00144480	13006834	UNIFORMS 7/15 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035513482	00144480	13006835	UNIFORMS 7/22 HEALTH	07/31/14	239430	24.23-
00001	G & K SERVICES	1035198224	00144474	13006836	UNIFORMS 6/03 SHOP	07/31/14	239430	55.52-
00001	G & K SERVICES	1035500395	00144474	13006837	UNIFORMS 6/10 SHOP	07/31/14	239430	53.52-
00001	G & K SERVICES	1035502563	00144474	13006838	UNIFORMS 6/17 SHOP	07/31/14	239430	55.82-
00001	G & K SERVICES	1035504742	00144474	13006839	UNIFORMS 6/24 SHOP	07/31/14	239430	48.65-
00001	G & K SERVICES	1035498226	00144474	13006840	MOP/MAT 6/03 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035500397	00144474	13006841	MOP/MAT 6/10 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035502565	00144474	13006842	MOP/MAT 6/17 GO&FS	07/31/14	239430	25.95-
00001	G & K SERVICES	1035504744	00144474	13006843	MOP/MAT 6/24 GO&FS	07/31/14	239430	17.65-
00001	G & K SERVICES	1035498223	00144474	13006844	UNIFORMS 6/03 SANIT	07/31/14	239430	182.82-
00001	G & K SERVICES	1035500394	00144474	13006845	UNIFORMS 6/10 SANIT	07/31/14	239430	130.34-
00001	G & K SERVICES	1035502562	00144474	13006846	UNIFORMS 6/17 SANIT	07/31/14	239430	444.28-
00001	G & K SERVICES	1035504741	00144474	13006847	UNIFORMS 6/24 SANIT	07/31/14	239430	101.48-

INGRAMEQUIPMENT CO LLC

Sum								216.79-
00001	INTERFACE SECURITY SYSTE	17527552	00144433	13006789	SECURITY 8/14 HILND CEMETERY	07/31/14	239453	33.02-
00001	INTERFACE SECURITY SYSTE	17542117	00144433	13006790	SECURITY 8/14 SOUTH HILL CEM	07/31/14	239453	29.95-

INTERFACE SECURITY SYSTE

Sum								62.97-
00001	INTL CONFERENCE OF POLIC	2014 DUES-CH	00144331	13006617	2014 DUES MARTHA CHERRY	07/31/14	239454	125.00-

INTL CONFERENCE OF POLIC

Sum								125.00-
00001	IRBY, STUART C CO	S008336241.0	00142986	13006786	LIGHT BULBS AIRPORT RUNWAY	07/31/14	239455	150.00-
00001	IRBY, STUART C CO	S008336241.0	00142986	13006787	LIGHT BULBS AIRPORT RUNWAY	07/31/14	239455	450.00-
00001	IRBY, STUART C CO	S008415510.0	00143935	13006907	ELEC SUPP TRAFFIC SIGNALS	07/31/14	239455	999.67-

IRBY,STUART C CO

Sum								1,599.67-
00001	JACKSON COMMUNICATIONS	S13602	00142925	13006628	INSTALL DESK SETS LAND CODE	07/31/14	239456	2,667.00-

JACKSON COMMUNICATIONS

Sum								2,667.00-
00001	LANCASTER'S MACHINE & WE	21860	00144314	13006759	REPRS U#17725 SANIT	07/31/14	239464	135.00-

LANCASTER'S MACHINE & WE

Sum								135.00-
00001	LAUREL MACHINE & FOUNDRY	474311	00143978	13006638	WELDING SUPP SHOP	07/31/14	239465	864.20-
00001	LAUREL MACHINE & FOUNDRY	474798	00143978	13006639	WELDING SUPP SHOP	07/31/14	239465	446.90-

LAURELMACHINE & FOUNDRY

Sum								1,311.10-
00001	LAWRENCE, CHARLES E JR	TRAVEL REIMB	00144566	13006926	EXPNS MML CONF BILOXI	07/31/14	239466	101.70-

LAWRENCE, CHARLES E JR

Sum								101.70-
00001	M M C MATERIALS INC	312107	00141532	13006661	CONCRETE VARI LOC STREET	07/31/14	239470	398.75-
00001	M M C MATERIALS INC	312177	00141532	13006662	CONCRETE VARI LOC STREET	07/31/14	239470	616.25-
00001	M M C MATERIALS INC	312396	00141532	13006663	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001	M M C MATERIALS INC	312496	00141532	13006664	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001	M M C MATERIALS INC	314638	00141532	13006665	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001	M M C MATERIALS INC	317025	00141532	13006666	CONCRETE VARI LOC STREET	07/31/14	239470	797.50-
00001	M M C MATERIALS INC	317064	00141532	13006667	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	317545	00141532	13006668	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	317613	00141532	13006669	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	320410	00141532	13006670	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-
00001	M M C MATERIALS INC	320456	00141532	13006671	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	320484	00141532	13006672	CONCRETE VARI LOC STREET	07/31/14	239470	398.75-
00001	M M C MATERIALS INC	322032	00141532	13006673	CONCRETE VARI LOC STREET	07/31/14	239470	507.50-
00001	M M C MATERIALS INC	323054	00141532	13006674	CONCRETE VARI LOC STREET	07/31/14	239470	217.50-

00001	M M C MATERIALS INC	323661	00141532	13006675	CONCRETE VARI LOC STREET	07/31/14	239470	942.50-
00001	M M C MATERIALS INC	323953	00141532	13006676	CONCRETE VARI LOC STREET	07/31/14	239470	725.00-
00001	M M C MATERIALS INC	324490	00141532	13006677	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	325107	00141532	13006678	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	325120	00141532	13006679	CONCRETE VARI LOC STREET	07/31/14	239470	833.75-
00001	M M C MATERIALS INC	325142	00141532	13006680	CONCRETE VARI LOC STREET	07/31/14	239470	870.00-
00001	M M C MATERIALS INC	326400	00141532	13006681	CONCRETE VARI LOC STREET	07/31/14	239470	725.00-
00001	M M C MATERIALS INC	326430	00141532	13006682	CONCRETE VARI LOC STREET	07/31/14	239470	435.00-
00001	M M C MATERIALS INC	326437	00141532	13006683	CONCRETE VARI LOC STREET	07/31/14	239470	652.50-
00001	M M C MATERIALS INC	326438	00141532	13006684	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
00001	M M C MATERIALS INC	328328	00141532	13006685	CONCRETE VARI LOC STREET	07/31/14	239470	580.00-
M M CMATERIALS INC								
Sum								
00001	MADDOX, GINGER	TRAV ADVANCE	00144303	13006558	TRAV ADV FLOOD INS PROG MEET	07/31/14	239471	13,630.00-
MADDOX, GINGER								
Sum								
00001	MARVIN'S INC	15384668-418	00143985	13006581	BLDG SUPP 4TH ST MED CLINIC	07/31/14	239473	483.86-
00001	MARVIN'S INC	15384680-418	00143985	13006582	BLDG SUPP 4TH ST MED CLINIC	07/31/14	239473	734.85-
00001	MARVIN'S INC	15384808-418	00144012	13006583	BLDG SUPP 4TH ST MED CLINIC	07/31/14	239473	891.31-
00001	MARVIN'S INC	15386036-418	00144223	13006884	SHEETROCK 4TH ST MED CLINIC	07/31/14	239473	92.08-
00001	MARVIN'S INC	15386164-418	00144223	13006886	CREDIT	07/31/14	239473	105.21-
00001	MARVIN'S INC	15386058-418	00144223	13006890	SHEETROCK 4TH ST MED CLINIC	07/31/14	239473	105.21-
MARVIN'S INC								
Sum								
00001	MAULDIN COMPANY	29705	00144030	13006575	REPR PTS U#8629 STREET	07/31/14	239474	1,823.45-
00001	MAULDIN COMPANY	29780	00144318	13006754	REPR PTS U#8629 STREET	07/31/14	239474	193.21-
MAULDIN COMPANY								
Sum								
00001	MCCAIN UNIFORMS	281514-1	00141047	13006650	UNIFORM TROUSERS-LANE-POLICE	07/31/14	239475	266.91-
00001	MCCAIN UNIFORMS	282199-1	00141047	13006651	UNIFORM TROUSERS-LANE-POLICE	07/31/14	239475	65.00-
00001	MCCAIN UNIFORMS	287465-1	00143258	13006652	UNIFORM TROUSERS-RECRUITS	07/31/14	239475	260.00-
00001	MCCAIN UNIFORMS	288027-1	00143258	13006653	UNIFORM TROUSERS-RECRUITS	07/31/14	239475	375.00-
00001	MCCAIN UNIFORMS	281146-1	00140802	13006654	UNIFORMS FIRE DEPT	07/31/14	239475	75.00-
00001	MCCAIN UNIFORMS	282457-1	00140802	13006655	UNIFORMS FIRE DEPT	07/31/14	239475	173.00-
00001	MCCAIN UNIFORMS	285324-1	00140802	13006656	UNIFORMS FIRE DEPT	07/31/14	239475	53.35-
MCCAINUNIFORMS								
Sum								
00001	MCELHANEY PLUMBING INC	221200	00144341	13006624	PLUMB SUPP #1 FIRE STA	07/31/14	239476	1,092.35-
00001	MCELHANEY PLUMBING INC	222019	00144294	13006744	PLUMB SUPP #1 FIRE STA	07/31/14	239476	89.85-
MCELHANEY PLUMBING INC								
Sum								
00001	MCGINTY, DESTINY	TRAVEL REIMB	00144555	13006911	EXPNS TAC SCHOOL PEARL,MS	07/31/14	239478	218.70-
MCGINTY, DESTINY								
Sum								
00001	MCGINTY, DESTINY	TRAVEL REIMB	00144555	13006911	EXPNS TAC SCHOOL PEARL,MS	07/31/14	239478	113.00-

MCGINTY, DESTINY

Sum								113.00-
00001	MCMULLAN EQUIPMENT CO	155213P	00144315	13006756	REPR PTS SHOP STOCK	07/31/14	239479	45.90-

MCMULLAN EQUIPMENT CO

Sum								45.90-
00001	MERIDIAN MATTRESS FACTOR	1159020	00143547	13006743	RPLCMNT MATTRESSES FIRE DEPT	07/31/14	239481	3,490.00-

MERIDIAN MATTRESS FACTOR

Sum								3,490.00-
00001	MID SOUTH SIGN ASSOCIATI	9196 BRANTLE	00144330	13006599	REG-BRANTLEY WORKSHOP 7/25/14	07/31/14	239482	25.00-
00001	MID SOUTH SIGN ASSOCIATI	9196 MARET	00144330	13006600	REG-MARET WORKSHOP 7/25/14	07/31/14	239482	25.00-

MID SOUTH SIGN ASSOCIATI

Sum								50.00-
00001	MID SOUTH UNIFORM & SUPP	517628	00143235	13006768	BOOTS/NAME TAGS RECRUITS	07/31/14	239483	426.14-
00001	MID SOUTH UNIFORM & SUPP	517641	00143255	13006769	TIES/CAPS POLICE STOCK	07/31/14	239483	569.40-

MID SOUTH UNIFORM & SUPP

Sum								995.54-
00001	MINGLEDORFF'S INC	5384383-00	00144225	13006614	A/C SUPP POLICE DEPT	07/31/14	239486	74.49-

MINGLEDORFF'S INC

Sum								74.49-
00001	MISSISSIPPI AG COMPANY,	P66859	00144309	13006635	REPR PTS U#16201 STREET	07/31/14	239487	45.97-

MISSISSIPPI AG COMPANY,

Sum								45.97-
00001	MITCHELL TOOL SALES & SE	90532	00144152	13006785	AIR COMPRESSOR AIRPORT MAINT	07/31/14	239488	1,695.00-

MITCHELL TOOL SALES & SE

Sum								1,695.00-
00001	MOLLY MAID	SERV 6/14 CE	00142980	13006762	SERV 6/14 CEMETERY	07/31/14	239489	245.00-

MOLLYMAID

Sum								245.00-
00001	MOMAR INC	A76638 FRT	00143702	13006641	FREIGHT CHGS PO#143453	07/31/14	239490	114.70-

MOMARINC

Sum								114.70-
00001	MOTOROLA CUSTOMER CONNEC	0000232856-6	00135254	13006705	CREDIT	07/31/14	239491	11,687.50

MOTOROLA CUSTOMER CONNEC

Sum								11,687.50
00001	MOTOROLA INC (EPL RADIOS	13019061	00142637	13006649	RADIO EQUIP PK VIOLATION OFCR	07/31/14	239492	75.00-

MOTOROLA INC (EPL RADIOS

Sum								75.00-
00001	MS EMBROIDERY COMPANY	10310	00143077	13006564	CLOTH ALLOW-BYRD-POLICE	07/31/14	239495	111.00-

MS EMBROIDERY COMPANY								
Sum								111.00-
00001	MS POWER COMPANY	7/14 GENERAL	00201420	13006889	MNTHLY ELEC-GENERAL	07/31/14	239496	119,467.90-

MS POWER COMPANY								
Sum								119,467.90-
00001	MS STATE DEVELOPMENT AUT	GRANT #R-103	02014583	13006764	HCL LEVERAGE LENDER, LLC	07/25/14	18971	10,117.66-

MS STATE DEVELOPMENT AUT								
Sum								10,117.66-
00001	MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13006605	BOILER INSPECTIONS VARI DEPTS	07/31/14	239497	660.00-
00001	MS STATE/DEPT OF HEALTH/	15-109311	00144535	13006914	WTR HTR INSPECT CENTENIAL BLD	07/31/14	239497	30.00-

MS STATE/DEPT OF HEALTH/								
Sum								690.00-
00001	MS STATE/EMP SECURITY CO	9200131000 7	00144467	13006765	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	3,288.65-

MS STATE/EMP SECURITY CO								
Sum								3,288.65-
00001	MS STATE/TAX COMM/UNDERC	PO#144510 7/	00144510	13006894	TAG DECAL UNDERCOVER U#16501	07/31/14	239499	14.75-

MS STATE/TAX COMM/UNDERC								
Sum								14.75-
00001	NAPA AUTO PARTS	511086	00142865	13006738	PAINT SUPP	07/31/14	239500	15.60-
00001	NAPA AUTO PARTS	51127	00144381	13006772	REPR PTS U#11353 FIRE DEPT	07/31/14	239500	177.10-
00001	NAPA AUTO PARTS	511565	00144505	13006904	REPR PTS VARI FIRE UNITS	07/31/14	239500	385.33-

NAPA AUTO PARTS								
Sum								578.03-
00001	NATL ASSN OF TOWN WATCH	22008	00143738	13006556	NATL NIGHT OUT SUPPLIES	07/31/14	239501	3,412.86-
00001	NATL ASSN OF TOWN WATCH	22301	00143743	13006598	SHIRTS NATL NIGHT OUT PROJECT	07/31/14	239501	2,822.25-

NATL ASSN OF TOWN WATCH								
Sum								6,235.11-
00001	NEWELL PAPER COMPANY	818075	00144098	13006579	OIL DRY SUPP SHOP	07/31/14	239503	316.50-

NEWELLPAPER COMPANY								
Sum								316.50-
00001	OFFICE DEPOT INC	1695330301	00143970	13006597	OFFICE SUPP URBAN DEV	07/31/14	239504	47.81-
00001	OFFICE DEPOT INC	720918533001	00144201	13006767	IN CAR VIDEO DVD POLICE	07/31/14	239504	148.20-
00001	OFFICE DEPOT INC	719550770001	00140021	13006791	CREDIT	07/31/14	239504	50.26

OFFICEDEPOT INC								
Sum								145.75-
00001	OVERHEAD DOOR CO OF HBUR	67173	00144185	13006571	BAY DOOR REPAIR #6 FIRE STA	07/31/14	239506	273.75-

OVERHEAD DOOR CO OF HBUR

Sum								273.75-
00001	OWENS BUSINESS MACHINES	271812	00144133	13006567	COPIER REPAIR POLICE ADM	07/31/14	239507	659.00-

OWENSBUSINESS MACHINES

Sum								659.00-
00001	PEARL RIVER VALLEY EPA (	7/14 GENERAL	00201420	13006888	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239508	874.24-

PEARLRIVER VALLEY EPA (

Sum								874.24-
00001	PIERCE PLUMBING INC	495436	00144212	13006721	GARBAGE DISPOSAL TRAIN DEPOT	07/31/14	239510	300.00-
00001	PIERCE PLUMBING INC	495436(B)	00144321	13006722	ADDL AMT DUE PO#144212	07/31/14	239510	23.35-

PIERCEPLUMBING INC

Sum								323.35-
00001	PINE BELT OIL COMPANY IN	1021960	00144325	13006708	WEEKLY GAS/DIESEL PUB WORKS	07/31/14	239511	25,344.21-
00001	PINE BELT OIL COMPANY IN	1021961	00144100	13006763	WEEKLY GAS/DIESEL PUBLIC WORKS	07/31/14	239511	24,110.86-

PINE BELT OIL COMPANY IN

Sum								49,455.07-
00001	PINE BELT REGIONAL SOLID	100006 6/14	00144334	13006643	REFUSE DISPOSAL 6/2-30 SANIT	07/31/14	239512	38,474.28-

PINE BELT REGIONAL SOLID

Sum								38,474.28-
00001	PITNEY BOWES INC-METER R	0988915-IN14	00144385	13006607	QTRLY MAIL MACHINE LEASE	07/31/14	239514	1,566.00-

PITNEYBOWES INC-METER R

Sum								1,566.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006916	HOTEL ARNOLD MML CONF 6/22-26	07/31/14	239518	624.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006917	HOTEL HUGHES MML CONF 6/23-26	07/31/14	239518	468.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006918	REG DUPREE NLC AUSTIN CONGRES	07/31/14	239518	425.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006919	HOTEL BRANTLEY MML 6/22-26	07/31/14	239518	624.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006920	EXPNS MCGINTY TAC 6/23-27	07/31/14	239518	549.67-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006921	PAINT BALL GOGGLES P/F ACDMY	07/31/14	239518	299.85-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006922	SHIP/TAX PAINT BALL GOGGLES	07/31/14	239518	47.14-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006923	ELEC EXAM STEVE MITCHELL	07/31/14	239518	189.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006924	INTERACTIVE GUIDE DOWNLOAD	07/31/14	239518	41.95-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/14	00144567	13006925	MISC DEBITS LATE FEE	07/31/14	239518	18.00-

REGIONS CARDHOLDER SERVI

Sum								3,286.61-
00001	REGIONS CORPORATE REAL E	7/24/14	00144441	13006706	PINE ST PARK GARAGE PURCHAS OP	07/24/14	18967	1.00-

REGIONS CORPORATE REAL E

Sum								1.00-
00001	RICOH CORP	1048422665	00144292	13006718	PRINTER SUPP INFO TECH	07/31/14	239519	1,910.87-
00001	RICOH CORP	5031679503	00144519	13006892	COPY OVERAGE 4/22-7/21 INFO T	07/31/14	239519	387.96-

RICOH CORP								-----
Sum								2,298.83-
00001	RM TIMING SYSTEMS, LLC	100364-01	00143707	13006876	TIMING SYSTEM OFFICER TRNING	07/31/14	239523	4,350.00-

RM TIMING SYSTEMS, LLC								
Sum								4,350.00-
00001	ROGERS, KEVIN & ASSOCIAT	OPINIONS 7/2	00144355	13006629	11 TITLE OPINIONS LAND CODE	07/31/14	239524	2,750.00-

ROGERS, KEVIN & ASSOCIAT								
Sum								2,750.00-
00001	ROSE'S QUIK STOP	PO#144423 7/	00144423	13006770	MEALS FIRE DEPT PROMO EVAL	07/31/14	239525	101.46-

ROSE'S QUIK STOP								
Sum								101.46-
00001	SCOTTS HYDRAULIC SERVICE	18703	00144268	13006627	REPRS U#15064 FIRE DEPT	07/31/14	239528	1,308.32-
00001	SCOTTS HYDRAULIC SERVICE	18546	00143915	13006760	REPRS U#17722 SANIT	07/31/14	239528	170.00-

SCOTTSHYDRAULIC SERVICE								
Sum								1,478.32-
00001	SHERWIN-WILLIAMS COMPANY	9401-8	00143950	13006604	PAINT SUPP CITY HALL BENCHES	07/31/14	239529	36.34-

SHERWIN-WILLIAMS COMPANY								
Sum								36.34-
00001	SOUTHERN ACCOUNTING SYST	07140206	00144154	13006593	RECEIPT PAPER MUN COURT	07/31/14	239532	290.20-

SOUTHERN ACCOUNTING SYST								
Sum								290.20-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/17	02014658	13006686	POLICE FINES COLL.FEE	07/31/14	239533	748.36-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/2-	02014675	13006897	POLICE FINES COLL.FEE	07/31/14	239533	737.97-

SOUTHERN FINANCIAL SYSTE								
Sum								1,486.33-
00001	SOUTHERN PINE ELECTRIC P	7/14 7/17/14	00201420	13006792	MNTHLY 7/14 PUBLIC SERVICES	07/31/14	239535	61.42-

SOUTHERN PINE ELECTRIC P								
Sum								61.42-
00001	SOUTHERN PIPE & SUPPLY C	7777683-00	00143886	13006748	PIPE COUPLINGS STREET DEPT	07/31/14	239536	270.00-

SOUTHERN PIPE & SUPPLY C								
Sum								270.00-
00001	STANDARD OFFICE SUPPLY C	0045408-001	00144097	13006580	OFFICE SUPP CONSTR DEPT	07/31/14	239538	40.62-
00001	STANDARD OFFICE SUPPLY C	0045499-001	00144246	13006610	OFFICE SUPP POLICE DEPT	07/31/14	239538	664.20-
00001	STANDARD OFFICE SUPPLY C	0045021-001	00143584	13006709	SHREDDER BAGS MUN COURT	07/31/14	239538	27.99-
00001	STANDARD OFFICE SUPPLY C	0045186-001	00143876	13006710	PAPER/LABELS M/ADM	07/31/14	239538	242.25-
00001	STANDARD OFFICE SUPPLY C	0045619-001	00144340	13006712	OFFICE SUPP ACCTG DEPT	07/31/14	239538	541.16-
00001	STANDARD OFFICE SUPPLY C	0045050-001	00143611	13006713	SIGNATURE STAMP SHARON WAITS	07/31/14	239538	25.00-
00001	STANDARD OFFICE SUPPLY C	0045600-001	00144023	13006724	CITY LETTERHEAD/ENVELOPES	07/31/14	239538	1,658.00-

CITY OF HATTIESBURG - PARKS& RECREATION FUND

DOCKET OF CLAIMS

Date

- 07/29/14

PERIOD ENDING JULY 31, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 A & R FARM AND GARDEN	252108	00144284	13001849	PAPER STICKS	07/31/14	239328	140.00-
A & RFARM AND GARDEN							
Sum							140.00-
00002 AGRI-AFC LLC	5056473	00144202	13001845	FERTILIZER FOR BALLFIELDS	07/31/14	239337	4,515.00-
AGRI-AFC LLC							
Sum							4,515.00-
00002 ALLBRITTON CHAIN SAW & L	33930	00144410	13001856	WEEDEATER REPR PTS	07/31/14	239339	184.32-
ALLBRITTON CHAIN SAW & L							
Sum							184.32-
00002 ANOINTED HANDS CLEANING	819	00144447	13001880	SERVS 7/14 GRNDS MAINT OFFICE	07/31/14	239343	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	15669	00144360	13001874	ALTERNATOR U#16978	07/31/14	239349	169.95-
AUTO ARMATURE SERVICE IN							
Sum							169.95-
00002 B W I	12533508	00144216	13001850	TURFACE QUICK DRY BALLFIELDS	07/31/14	239352	777.00-
B W I							
Sum							777.00-
00002 BASS CLEANERS	13681	00144286	13001863	CLEAN TABLECLOTHS	07/31/14	239354	45.00-
BASS CLEANERS							
Sum							45.00-
00002 BEARD EQUIPMENT CO	537112	00143633	13001857	SAND PRO REPR PTS	07/31/14	239355	86.35-
BEARDEQUIPMENT CO							
Sum							86.35-
00002 BELL, DEVON	OFFICIAL 7/1	02014678	13001889	OFFICIAL-ADULT SOFTBALL	07/31/14	239356	289.00-
BELL,DEVON							
Sum							289.00-
00002 BETTS, SHERMAN	OFFICIAL 7/1	02014678	13001890	OFFICIAL-ADULT SOFTBALL	07/31/14	239358	340.00-
BETTS,SHERMAN							
Sum							340.00-
00002 BODY TECH INC	10794	00144192	13001869	TOWING U#8837 GRNDS MAINT	07/31/14	239360	60.00-

BODY TECH INC

Sum								60.00-
00002	BOOTH, JAKYRIA N	SPORTS SERVS	02014676	13001904	SPORTS SERVS DIXIE MAJORS	07/31/14	239363	189.00-

BOOTH,JAKYRIA N

Sum								189.00-
00002	BRACKMAN MOWER WAREHOUSE	0131805	00144158	13001858	REPR PTS U#14980 MOWER	07/31/14	239365	59.95-
00002	BRACKMAN MOWER WAREHOUSE	0131806	00144160	13001859	MOWER/WEEDEATER REPR PTS	07/31/14	239365	357.04-
00002	BRACKMAN MOWER WAREHOUSE	0131886	00144298	13001860	REPR PTS U#11961 MOWER	07/31/14	239365	37.60-
00002		0132015	00144351	13001861	REPR PTS U#17561 MOWER	07/31/14	239365	227.07-

BRACKMAN MOWER WAREHOUSE

Sum								681.66-
00002		OFFICIAL 7/1	02014678	13001891	OFFICIAL-ADULT SOFTBALL	07/31/14	239366	136.00-

BRADDOCK, ARETHA

Sum								136.00-
00002	BRADLEY, MARQUITA	SPORTS SERVS	02014677	13001907	SPORTS SERVS ADULT SOFTBAL	07/31/14	239367	208.00-

BRADLEY, MARQUITA

Sum								208.00-
00002	CAMPER CITY OF HATTIESBU	27963	00144307	13001865	TRAILER LIGHT REPAIR	07/31/14	239373	100.00-

CAMPERCITY OF HATTIESBU

Sum								100.00-
00002	CARQUEST AUTO PARTS STOR	14758-31137	00143986	13001854	REPR PTS U#11214	07/31/14	239378	50.00-
00002	CARQUEST AUTO PARTS STOR	14758-31259	00144305	13001855	REPR PTS U#7382	07/31/14	239378	62.67-

CARQUEST AUTO PARTS STOR

Sum								112.67-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13001838	TRF 2ND 7/14 PAYROLL	07/22/14	310090	75,766.77-

CITY OF HATTIESBURG FUND

Sum								75,766.77-
00002	CLEMTS HARDWARE	109826	00144048	13001851	BARREL FANS/POLY TUB	07/31/14	239383	738.00-

CLEMTSHARDWARE

Sum								738.00-
00002	COBURN'S SUPPLY CO INC	607059856	00143953	13001852	WTR FOUNTAIN DUNCAN LAKE	07/31/14	239384	392.12-

COBURN'S SUPPLY CO INC

Sum								392.12-
00002	COLQUITT, EMMA	SPORTS SERVS	02014677	13001908	SPORTS SERVS ADULT SOFTBAL	07/31/14	239385	42.00-

COLQUITT, EMMA

Sum								42.00-
00002	COMMERCIAL STATIONERY CO	361374-0	00144245	13001885	PAPER SUPP REC/SENIOR CNTRS	07/31/14	239387	269.85-

COMMERCIAL STATIONERY CO								
Sum							269.85-	
00002	CROWELL, CHASITY	SPORTS SERVS	02014677	13001910	SPORTS SERVS ADULT SOFTBAL	07/31/14	239394	224.00-

CROWELL, CHASITY								
Sum							224.00-	
00002	CURTIS, GEORGE	SPORTS SERVS	02014677	13001909	SPORTS SERVS ADULT SOFTBAL	07/31/14	239395	77.00-

CURTIS, GEORGE								
Sum							77.00-	
00002	CURTIS, MALCOLM	OFFICIAL 7/1	02014678	13001892	OFFICIAL-ADULT SOFTBALL	07/31/14	239396	221.00-

CURTIS, MALCOLM								
Sum							221.00-	
00002	DIXON, TIMOTHY	OFFICIAL 7/1	02014678	13001893	OFFICIAL-ADULT SOFTBALL	07/31/14	239402	187.00-

DIXON,TIMOTHY								
Sum							187.00-	
00002	EASLEY, CHARLES EDWARD	SPORTS SERVS	02014676	13001905	SPORTS SERVS DIXIE MAJORS	07/31/14	239406	250.00-

EASLEY, CHARLES EDWARD								
Sum							250.00-	
00002	ELKINS WHOLESALE INC	214232-00	00144156	13001844	JANIT SUPP GRNDS MAINT	07/31/14	239409	515.50-

ELKINSWHOLESALE INC								
Sum							515.50-	
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 7/1	02014678	13001894	OFFICIAL-ADULT SOFTBALL	07/31/14	239412	348.00-

ESTERS, WILLARD (BUTCH)								
Sum							348.00-	
00002	G & K SERVICES	1035509080	00144568	13001923	UNIFORMS 7/08 GRNDS MAINT	07/31/14	239430	125.35-
00002	G & K SERVICES	1035511255	00144568	13001924	UNIFORMS 7/15 GRNDS MAINT	07/31/14	239430	138.55-
00002	G & K SERVICES	1035513470	00144568	13001925	UNIFORMS 7/22 GRNDS MAINT	07/31/14	239430	112.11-
00002		1035515647	00144568	13001926	UNIFORMS 7/29 GRNDS MAINT	07/31/14	239430	106.92-
00002	G & K SERVICES	1035509081	00144568	13001927	MATS 7/08	07/31/14	239430	3.40-
00002	G & K SERVICES	1035511256	00144568	13001928	MATS 7/15	07/31/14	239430	3.40-
00002	G & K SERVICES	1035513471	00144568	13001929	MATS 7/22	07/31/14	239430	3.40-
00002		1035515648	00144568	13001930	MATS 7/29	07/31/14	239430	3.40-

G & KSERVICES								
Sum							496.53-	
00002		502702	00143730	13001872	ELEC SUPP TOWN SQUARE PARK	07/31/14	239431	98.98-
00002	GARNER LUMLEY ELECTRIC S	502463	00144425	13001883	ELEC SUPP TATUM SOC PAVILION	07/31/14	239431	188.45-
00002	GARNER LUMLEY ELECTRIC S	502591	00143648	13001922	ELEC SUPP TOWN SQUARE PARK	07/31/14	239431	4,317.16-

GARNERLUMLEY ELECTRIC S								
Sum							4,604.59-	

00002	HOSKINS, JAZAMINE	SPORTS SERVS		13001906	SPORTS SERVS ADULT SOFTBAL	07/31/14	239446	175.00-
HOSKINS, JAZAMINE								
Sum								175.00-
00002	HUGHES, RIONE	SPORTS SERVS	02014677	13001911	SPORTS SERVS ADULT SOFTBAL	07/31/14	239448	266.00-
HUGHES, RIONE								
Sum								266.00-
00002	HUSBAND, EARL	OFFICIAL 7/1	02014678	13001895	OFFICIAL-ADULT SOFTBALL	07/31/14	239449	204.00-
HUSBAND, EARL								
Sum								204.00-
00002	JONES, ANN	PETTY CASH 7	00144494	13001888	PETTY CASH GRNDS MAINT	07/31/14	239457	99.13-
JONES,ANN								
Sum								99.13-
00002	KEELING COMPANY (HATTIES	S2664008.001	00144287	13001884	IRRIGATION PTS TOWN SQ PARK	07/31/14	239458	1,248.06-
KEELING COMPANY (HATTIES								
Sum								1,248.06-
00002	KELLY, KEITH	OFFICIAL 7/1	02014678	13001896	OFFICIAL-ADULT SOFTBALL	07/31/14	239459	272.00-
KELLY,KEITH								
Sum								272.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02014677	13001912	SPORTS SERVS ADULT SOFTBAL	07/31/14	239460	147.00-
KETTLEY, ANNETTE								
Sum								147.00-
00002	KEYS, MECHEKA	SPORTS SERVS	02014677	13001913	SPORTS SERVS ADULT SOFTBAL	07/31/14	239461	133.00-
KEYS,MECHEKA								
Sum								133.00-
00002		SPORTS SERVS	02014677	13001914	SPORTS SERVS YOUTH SERVS	07/31/14	239462	250.00-
KIRKSEY, NANCY JONES								
Sum								250.00-
00002		21848	00144279	13001866	DECK/HITCH REPR U#16978	07/31/14	239464	493.00-
LANCASTER'S MACHINE & WE								
Sum								493.00-
00002		OFFICIAL 7/1	02014678	13001897	OFFICIAL-ADULT SOFTBALL	07/31/14	239467	288.00-
LOCKE,JACKIE W								
Sum								288.00-
00002		222072	00144409	13001853	PLUMB SUPP SHERRILL CNTR	07/31/14	239476	59.90-
MCELHANEY PLUMBING INC								
Sum								59.90-

00002	MCNAIR, EVELENE	SPORTS SERV	02014677	13001915	SPORTS SERV ADULT SOFTBAL	07/31/14	239480	255.00-
MCNAIR, EVELENE								
Sum								255.00-
00002	MILLER, CLIFF	OFFICIAL 7/1	02014678	13001898	OFFICIAL-ADULT SOFTBALL	07/31/14	239485	51.00-
MILLER, CLIFF								
Sum								51.00-
00002	MOTT, ANDREW	OFFICIAL 7/1	02014678	13001899	OFFICIAL-ADULT SOFTBALL	07/31/14	239493	272.00-
MOTT,ANDREW								
Sum								272.00-
00002	MS POWER COMPANY	7/14 PKS/REC	00201420	13001887	MNTHLY ELEC-PARKS & REC	07/31/14	239496	16,091.75-
MS POWER COMPANY								
Sum								16,091.75-
00002	MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13001840	BOILER INSPECTIONS VARI LOC	07/31/14	239497	270.00-
MS STATE/DEPT OF HEALTH/								
Sum								270.00-
00002	MS STATE/EMP SECURITY CO	9200131000 7	00144467	13001873	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	108.78-
MS STATE/EMP SECURITY CO								
Sum								108.78-
00002	NEWELL PAPER COMPANY	818231	00144161	13001846	WASP SPRAY GRNDS MAINT	07/31/14	239503	144.00-
NEWELLPAPER COMPANY								
Sum								144.00-
00002	OFFICE DEPOT INC	1695045890	00143922	13001839	OFFICE SUPP GRNDS MAINT	07/31/14	239504	23.98-
OFFICEDEPOT INC								
Sum								23.98-
00002	PLAY IT AGAIN SPORTS	PO#144440 7/	00144440	13001921	T SHIRTS ADULT SUMMER SOFTBAL	07/31/14	239515	1,422.50-
PLAY IT AGAIN SPORTS								
Sum								1,422.50-
00002	POPE, KYMBERLEY	SPORTS SERV	02014677	13001916	SPORTS SERV YOUTH SERV	07/31/14	239516	301.00-
POPE,KYMBERLEY								
Sum								301.00-
00002	POWELL, RANDY	SPORTS SERV	02014677	13001917	SPORTS SERV ADULT SOFTBAL	07/31/14	239517	210.00-
POWELL, RANDY								
Sum								210.00-
00002	SANFORD, JOHN L JR INC	46647	00143661	13001847	BALLFIELD MIX VARI FIELDS	07/31/14	239526	720.00-
SANFORD, JOHN L JR INC								
Sum								720.00-

00002	SHERWIN-WILLIAMS COMPANY	6651-3	00143956	13001841	PAINT SUPP DAHMER PAVILION	07/31/14	239529	35.65-

SHERWIN-WILLIAMS COMPANY								
Sum								35.65-
00002	SMITH, JIM SERVICES	81745	00144027	13001870	A/C REPAIR TATUM BASEBALL	07/31/14	239531	119.78-
00002	SMITH, JIM SERVICES	81686	00143816	13001875	CHECK A/C DRAIN TIMBERTON	07/31/14	239531	250.00-
00002		81687	00143816	13001876	CHECK A/C SAN ANTONIO FLDHSE	07/31/14	239531	250.00-
00002	SMITH, JIM SERVICES	81686(B)	00144040	13001877	ADDL AMT DUE PO#143816 TMBRTN	07/31/14	239531	77.00-
00002	SMITH, JIM SERVICES	81687(B)	00144040	13001878	ADDL AMT DUE PO#143816 SAN A	07/31/14	239531	99.98-
00002	SMITH, JIM SERVICES	81687(C)	00144189	13001879	ADDL AMT DUE PO#143816 SAN A	07/31/14	239531	45.00-

SMITH,JIM SERVICES								
Sum								841.76-
00002		19644	00144262	13001864	CITY DECALS REC MAINT UNITS	07/31/14	239537	150.00-
00002	SPEEDY PRINTING & SIGNS	19594	00143815	13001867	NEIGHBORHOOD ASSOC SIGNS	07/31/14	239537	500.00-
00002	SPEEDY PRINTING & SIGNS	19617	00144016	13001868	SIGN RPLCMNT JAYCEE PARK	07/31/14	239537	265.00-

SPEEDYPRINTING & SIGNS								
Sum								915.00-
00002	STEELE, DESTINY	OFFICIAL 7/1	02014678	13001900	OFFICIAL-ADULT SOFTBALL	07/31/14	239540	340.00-

STEELE, DESTINY								
Sum								340.00-
00002	STONEWORKS STUDIO	00008	00143906	13001886	HATIESBURG WELCOME SIGNS	07/31/14	239542	5,914.60-

STONEWORKS STUDIO								
Sum								5,914.60-
00002	SULLIVAN, B W BLDG CONTR	PO#141892 7/	00141892	13001881	CONSTR TOWN SQ PARK STAGE	07/31/14	239543	33,000.00-
00002	SULLIVAN, B W BLDG CONTR	PO#143460 7/	00143460	13001882	LABOR-TOWN SQ STAGE CEILING	07/31/14	239543	3,500.00-

SULLIVAN, B W BLDG CONTR								
Sum								36,500.00-
00002	TERRELL, WINSTON	OFFICIAL 7/1	02014678	13001901	OFFICIAL-ADULT SOFTBALL	07/31/14	239546	415.00-

TERRELL, WINSTON								
Sum								415.00-
00002	TROTTER, COREY	OFFICIAL 7/1	02014678	13001902	OFFICIAL-ADULT SOFTBALL	07/31/14	239548	187.00-

TROTTER, COREY								
Sum								187.00-
00002	TROTTER, WILLIE	OFFICIAL 7/1	02014678	13001903	OFFICIAL-ADULT SOFTBALL	07/31/14	239549	306.00-

TROTTER, WILLIE								
Sum								306.00-
00002	UNITED FENCE COMPANY	00016195	00143784	13001862	FENCE REPR CE ROY POOL	07/31/14	239553	185.00-

UNITEDFENCE COMPANY								
Sum								185.00-

00002	VARNADO, ALEXZANDRIA	SPORTS SERVS	02014677	13001918	SPORTS SERVS ADULT SOFTBAL	07/31/14	239556	91.00-

VARNADO, ALEXZANDRIA								
Sum								91.00-
00002	VARNADO, UNDRA	SPORTS SERVS	02014677	13001919	SPORTS SERVS ADULT SOFTBAL	07/31/14	239557	210.00-

VARNADO, UNDRA								
Sum								210.00-
00002	VESELY'S NURSERY	PO#143937 7/	00143937	13001848	PLANTERS CAMERON FLD L'SCAPE	07/31/14	239559	252.00-

VESELY'S NURSERY								
Sum								252.00-
00002	WAL-MART STORES INC	005582	00143957	13001842	CONTAINERS SUMMER DAY CAMP	07/31/14	239561	244.55-

WAL-MART STORES INC								
Sum								244.55-
00002	WATER FLOW PRODUCTIONS I	8958	00142618	13001871	IRRIGATION REPR TATUM PARK	07/31/14	239564	2,900.00-

WATERFLOW PRODUCTIONS I								
Sum								2,900.00-
00002	WINDHAM, CRYSTAL	SPORTS SERVS	02014677	13001920	SPORTS SERVS ADULT SOFTBAL	07/31/14	239568	14.00-

WINDHAM, CRYSTAL								
Sum								14.00-

Sum								165,272.97-

CITY OF HATTIESBURG - PAYROLL FUND								
DOCKET OF CLAIMS								
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date - 07/29/14	
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PAYROLL FUND								
00006 BOLTON, FRAZIER	REPAY W/H TR	02014666	13000517	REPAY W/H TRAVEL	07/28/14	18972	50.56-	
BOLTON, FRAZIER								
Sum							50.56-	
00006 CHILD SUPPORT ENFORCEMEN	3871	02014179	13000509	CHILD SUPPORT	07/28/14	18990	200.00-	
CHILDSUPPORT ENFORCEMEN								
Sum							200.00-	
00006 FAMILY SUPPORT PAYMENT C	9865	02014179	13000513	CHILD SUPPORT	07/28/14	18994	1,434.99-	
FAMILYSUPPORT PAYMENT C								
Sum							1,434.99-	
00006 FORREST CTY CHANCERY COU	07/2014	02014176	13000495	CHILD SUPPORT	07/28/14	18976	942.00-	
FORREST CTY CHANCERY COU								
Sum							942.00-	
00006 GAYLE SMITH	4645	02014179	13000514	CHILD SUPPORT	07/28/14	18995	303.38-	
GAYLESMITH								
Sum							303.38-	
00006 INTERNAL REVENUE SERVICE	2873	02014178	13000505	GARNISHMENT	07/28/14	18986	100.00-	
INTERNAL REVENUE SERVICE								
Sum							100.00-	
00006 INTERNAL REVENUE SERVICE	9998	02014178	13000504	GARNISHMENT	07/28/14	18985	50.00-	
00006 INTERNAL REVENUE SERVICE	6062	02014178	13000506	GARNISHMENT	07/28/14	18987	100.00-	
INTERNAL REVENUE SERVICE								
Sum							150.00-	
00006 JOHN R REEVES PC (CHILD	6467	02014179	13000511	CHILD SUPPORT	07/28/14	18992	150.00-	
JOHN RREEVES PC (CHILD								
Sum							150.00-	
00006 LAMAR CTY CHANCERY CLERK	0935	02014179	13000508	CHILD SUPPORT	07/28/14	18989	540.00-	
LAMARCTY CHANCERY CLERK								
Sum							540.00-	
00006 NEBRASKA CHILD SUPPORT (	4840	02014179	13000512	CHILD SUPPORT	07/28/14	18993	250.00-	
NEBRASKA CHILD SUPPORT (								
Sum							250.00-	

6,078.81-

CITY OF HATTIESBURG - WATER& SEWER OPERATION/MAINT.

DOCKET OF CLAIMS

PERIOD ENDING JULY 31, 2014

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WATER& SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20280 WATER	00144418	13001539	SERV 7/14 WTR BILL OFFICE	07/31/14	239335	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	15761	00144405	13001546	STARTER/BATTERY U#14691 SEWER	07/31/14	239349	259.90-
00009	15230	00143714	13001555	BATTERIES U#11546 SEWER	07/31/14	239349	275.90-
AUTO ARMATURE SERVICE IN							
Sum							535.80-
00009	M402316	00143093	13001507	FOAM-BRIT LAGOONS	07/31/14	239353	43.82-
00009 BAKER DISTRIBUTING CO	M486400	00143093	13001508	FOAM-BRIT LAGOONS	07/31/14	239353	43.82-
BAKERDISTRIBUTING CO							
Sum							87.64-
00009 CARQUEST AUTO PARTS STOR	14758-30980	00144085	13001510	REPR PTS U#12689 TRANS DEPT	07/31/14	239378	87.56-
00009 CARQUEST AUTO PARTS STOR	14758-31179	00144203	13001511	REPR PTS U#12689 TRANS DEPT	07/31/14	239378	177.60-
00009 CARQUEST AUTO PARTS STOR	14758-31443	00144356	13001542	REPR PTS U#15775 SEWER	07/31/14	239378	71.33-
00009	14758-30175	00143778	13001561	REPR PTS U#13081 PLANT	07/31/14	239378	43.69-
CARQUEST AUTO PARTS STOR							
Sum							380.18-
00009	X13385	00139571	13001560	DC CAR CHARGERS METER READERS	07/31/14	239379	288.00-
00009 CENTRAL PIPE SUPPLY INC	X13385(B)	00139414	13001562	GPS POWER CABLES METER READERS	07/31/14	239379	60.00-
CENTRAL PIPE SUPPLY INC							
Sum							348.00-
00009	1580286	00144176	13001547	LUBRICANT-AERATOR GEAR BOXES	07/31/14	239380	4,600.00-
00009 CERTIFIED LABORATORIES	1582573	00144540	13001567	INSECT SPRAY/SHIP CHG	07/31/14	239380	26.09-
CERTIFIED LABORATORIES							
Sum							4,626.09-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13001498	TRF 2ND 7/14 PAYROLL	07/22/14	21795	103,308.10-
CITY OF HATTIESBURG FUND							
Sum							103,308.10-
00009 CONTROL SYSTEMS INC	49301	00143668	13001505	SERV CALL E LAUREL/METHODIST	07/31/14	239389	4,043.36-
CONTROL SYSTEMS INC							
Sum							4,043.36-
00009 D P C ENTERPRISES LP	212001424-14	00143995	13001540	CHEMICALS PLT #2	07/31/14	239397	1,164.00-
00009 D P C ENTERPRISES LP	212001425-14	00143995	13001541	CHEMICALS PLT #1	07/31/14	239397	776.00-

1 689 00-

00009		2482753	00144058	13001501	COPY PAPER WTR PLANT	07/31/14	239450	184.95-
00009	INDOFF INC	2483307	00144054	13001502	OFFICE SUPP WTR PLANT	07/31/14	239450	202.04-

INDOFFINC								
Sum								
00009	INDUSTRIAL ELECTRIC MOTO	RI-3738	00144078	13001554	RECONDITION MOTOR WTR PLANT	07/31/14	239451	386.99-

INDUSTRIAL ELECTRIC MOTO								
Sum								
00009	LANCASTER'S MACHINE & WE	21840	00143958	13001514	BRACKETS/MT PLATES S LAGOON	07/31/14	239464	2,140.12-

LANCASTER'S MACHINE & WE								
Sum								
00009	MCELHANEY PLUMBING INC	222012	00144227	13001513	16" PUMP-LAGOONS	07/31/14	239476	69.95-
00009	MCELHANEY PLUMBING INC	222156	00144401	13001553	FIBERGLASS KIT WTR PLANT	07/31/14	239476	21.95-

MCELHANEY PLUMBING INC								
Sum								
00009	MCMULLAN EQUIPMENT CO	154795P	00143643	13001500	REPR PTS U#14760 TRANS	07/31/14	239479	91.90-

MCMULLAN EQUIPMENT CO								
Sum								
00009	MIKE'S TIRE & WHEEL CO	2175614	00144402	13001543	TRAILER TIRES SEWER DEPT	07/31/14	239484	348.00-

MIKE'STIRE & WHEEL CO								
Sum								
00009	MOTOROLA CUSTOMER CONNEC	13006721	00140731	13001515	ADDL AMT DUE PO#140706	07/31/14	239491	359.48-
00009	MOTOROLA CUSTOMER CONNEC	13004780	00140706	13001537	NEW PORTABLE RADIOS LAGOONS	07/31/14	239491	4,600.00-
00009	MOTOROLA CUSTOMER CONNEC	13004935	00140706	13001538	NEW PORTABLE RADIOS LAGOONS	07/31/14	239491	17,465.25-

MOTOROLA CUSTOMER CONNEC								
Sum								
00009	MS POWER COMPANY	7/14 W&SO&M	00201420	13001565	MNTHLY ELEC-W&SO&M	07/31/14	239496	300.00-

MS POWER COMPANY								
Sum								
00009	MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13001509	BOILER INSPECTIONS VARI DEPTS	07/31/14	239497	104,259.73-

MS STATE/DEPT OF HEALTH/								
Sum								
00009	MS STATE/EMP SECURITY CO	9200131000 7	00144467	13001548	UNEMP BENEFITS 2ND QTR 2014	07/31/14	239498	180.00-

MS STATE/EMP SECURITY CO								
Sum								
00009	OFFICE DEPOT INC	1695593137	00144036	13001503	PRINTER WTR PLANT	07/31/14	239504	463.07
00009	OFFICE DEPOT INC	719804686001	00144036	13001504	FIRE SAFE WTR PLANT	07/31/14	239504	379.99-

OFFICEDEPOT INC								

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
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WATER& SEWER FUND								
00011	EXPERT DRILLING (REFUND)	WTR OVRPMT R	02014655	13000745	WTR OVRPMT RFD	07/31/14	239414	63.20-

EXPERTDRILLING (REFUND)								
Sum								63.20-
00011	RIVERO, JOSHUA P	WTR OVEPMT R	02014669	13000746	WATER OVERPAYMENT REFUND	07/31/14	239520	3,438.16-

RIVERO, JOSHUA P								
Sum								3,438.16-

Sum								3,501.36-

CITY OF HATTIESBURG - AIRPORT IMPROVEMENT FUND

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AIRPORT IMPROVEMENT FUND 00039 ARE CONSULTANTS INC	1308201	00144435	13000047	SRVS RUNWAY 13 PROJECT	07/31/14	239344	748.00-
ARE CONSULTANTS INC Sum							748.00-
Sum							748.00-

CITY OF HATTIESBURG - MUNICIPAL ROAD & BRIDGE

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MUNICIPAL ROAD & BRIDGE 00072 CATERPILLAR FINANCIAL SE	INV 14301744	02014656	13000175	BACKHOE LEASE PMT DUE 7/29/14	07/22/14	41127	1,086.14-
CATERPILLAR FINANCIAL SE Sum							1,086.14-
Sum							1,086.14-

CITY OF HATTIESBURG - MASS TRANSIT FUND								
DOCKET OF CLAIMS								
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date - 07/29/14	
	-----	-----	-----	-----	-----	-----	Check Amount	
MASS TRANSIT FUND								
00073 ADVANCED CARPET CARE & R	12485	00143967	13000400	CLEAN CARPET IN OFFICE	07/31/14	239334	175.00-	
ADVANCED CARPET CARE & R								
Sum							175.00-	
00073 ADVANCED JANITORIAL SERV	20280 MASS T	00144418	13000398	SERV 7/14 MASS TRANS OFFICE	07/31/14	239335	345.00-	
ADVANCED JANITORIAL SERV								
Sum							345.00-	
00073 CARQUEST AUTO PARTS STOR	14758-29897	00143688	13000399	REPR PTS FIXED ROUTE BUSES	07/31/14	239378	603.15-	
CARQUEST AUTO PARTS STOR								
Sum							603.15-	
00073 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000393	TRF 2ND 7/14 PAYROLL	07/22/14	18965	26,317.57-	
CITY OF HATTIESBURG FUND								
Sum							26,317.57-	
00073 MS POWER COMPANY	7/14 M TRANS	00201420	13000401	MNTHLY ELEC-MASS TRANSIT	07/31/14	239496	891.31-	
MS POWER COMPANY								
Sum							891.31-	
00073 MS STATE/DEPT OF HEALTH/	14-108907 5/	00144396	13000394	BOILER INSPECT MASS TRANSIT	07/31/14	239497	60.00-	
MS STATE/DEPT OF HEALTH/								
Sum							60.00-	
00073 NEWELL PAPER COMPANY	818431	00143927	13000395	SANITIZER FOR BUSES	07/31/14	239503	73.48-	
NEWELLPAPER COMPANY								
Sum							73.48-	
00073 VERIZON WIRELESS	9728379183	00144389	13000396	PARATRANSIT GPS 7/11-8/10/14	07/31/14	239558	201.81-	
VERIZON WIRELESS								
Sum							201.81-	
Sum							28,667.32-	

CITY OF HATTIESBURG - COMMUNITY CENTERS' FUND

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COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	22278562	00144511	13000410	SECURITY 8/14 CULTURAL CENTER	07/31/14	239329	323.13-
A D TSECURITY SERVICES/							
Sum							323.13-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000396	TRF 2ND 7/14 PAYROLL	07/22/14	310090	21,562.99-
CITY OF HATTIESBURG FUND							
Sum							21,562.99-
00077 COOK, LATONYA HORNE- (RE	MCNAIR CENTE	02014668	13000425	DAMAGE DEPOSIT REFUND	07/31/14	239390	100.00-
COOK,LATONYA HORNE- (RE							
Sum							100.00-
00077 DAVIS, BRITTANY (REFUND)	SHERRILL CEN	02014668	13000418	DAMAGE DEPOSIT REFUND	07/31/14	239398	200.00-
DAVIS,BRITTANY (REFUND)							
Sum							200.00-
00077 DWIGHT, LILLIE (REFUND)	SHERRILL CEN	02014668	13000421	DAMAGE DEPOSIT REFUND	07/31/14	239404	300.00-
DWIGHT, LILLIE (REFUND)							
Sum							300.00-
00077 EARNEST, DIEDRA (REFUND)	SHERRILL CEN	02014668	13000419	DAMAGE DEPOSIT REFUND	07/31/14	239405	50.00-
EARNEST, DIEDRA (REFUND)							
Sum							50.00-
00077 FORREST COUNTY SOIL CONS	SHERRILL CEN	02014668	13000417	DAMAGE DEPOSIT REFUND	07/31/14	239418	75.00-
FORREST COUNTY SOIL CONS							
Sum							75.00-
00077 G & K SERVICES	1035506899	00144513	13000411	UNIFORMS 7/01 COMM CNTRS	07/31/14	239430	50.91-
00077 G & K SERVICES	1035509075	00144513	13000412	UNIFORMS 7/09 COMM CNTRS	07/31/14	239430	45.76-
00077	1035511250	00144513	13000413	UNIFORMS 7/15 COMM CNTRS	07/31/14	239430	45.76-
00077 G & K SERVICES	1035513465	00144513	13000414	UNIFORMS 7/22 COMM CNTRS	07/31/14	239430	45.76-
00077 G & K SERVICES	1035489557	00144513	13000415	UNIFORMS 5/06 COMM CNTRS	07/31/14	239430	80.31-
G & KSERVICES							
Sum							268.50-
00077 GILLILANDS ELECTRONICS S	57766	00144491	13000406	TELEPHONES CE ROY CENTER	07/31/14	239434	75.00-
GILLILANDS ELECTRONICS S							
Sum							75.00-
00077 GROVER BROS RESTAURANT &	210848	00144209	13000401	GARBAGE DISPOSAL TRAIN DEPOT	07/31/14	239437	1,579.00-

GROVERBROS RESTAURANT & Sum								1,579.00-
00077	GROVER'S PAINTING INC	3156	00143309	13000404	REPAINT INTERIOR CULTURAL CTR	07/31/14	239438	16,400.00-
GROVER'S PAINTING INC Sum								16,400.00-
00077	MARROW FAMILY REUNION (R	CULTURAL CEN	02014668	13000416	DAMAGE DEPOSIT REFUND	07/31/14	239472	300.00-
MARROWFAMILY REUNION (R Sum								300.00-
00077	MCGEE, CALLIE (REFUND)	CE ROY CENTE	02014668	13000424	DAMAGE DEPOSIT REFUND	07/31/14	239477	100.00-
MCGEE,CALLIE (REFUND) Sum								100.00-
00077	MS CENTER FOR JUSTICE (R	CE ROY CENTE	02014668	13000422	DAMAGE DEPOSIT REFUND	07/31/14	239494	100.00-
MS CENTER FOR JUSTICE (R Sum								100.00-
00077		7/14 COMM CN	00201420	13000408	MNTHLY ELEC-COMM CNTRS	07/31/14	239496	4,909.82-
MS POWER COMPANY Sum								4,909.82-
00077		14-108907 5/	00144396	13000397	BOILER INSPECT VARI CNTRS	07/31/14	239497	240.00-
MS STATE/DEPT OF HEALTH/ Sum								240.00-
00077	NEEL-SCHAFFER INC	1018844-13-2	00137287	13000409	FOUNDATION REPR SHERRILL CNTR	07/31/14	239502	4,335.23-
NEEL-SCHAFFER INC Sum								4,335.23-
00077	PINEBELT MENTAL HEALTHCA	SHERRILL CEN	02014668	13000420	DAMAGE DEPOSIT REFUND	07/31/14	239513	100.00-
PINEBELT MENTAL HEALTHCA Sum								100.00-
00077	SMITH, ANITA V (REFUND)	CE ROY CENTE	02014668	13000423	DAMAGE DEPOSIT REFUND	07/31/14	239530	100.00-
SMITH,ANITA V (REFUND) Sum								100.00-
00077	SMITH, JIM SERVICES	81728	00143961	13000398	A/C REPR SHERRILL DINING ROOM	07/31/14	239531	500.00-
00077		81728(B)	00144198	13000399	ADDL AMT DUE PO#143961	07/31/14	239531	49.42-
00077	SMITH, JIM SERVICES	81787(A)	00143782	13000402	A/C REPR MCNAIR CENTER	07/31/14	239531	250.00-
00077	SMITH, JIM SERVICES	81787(B)	00144281	13000403	ADDL AMT DUE PO#143782	07/31/14	239531	833.00-
SMITH,JIM SERVICES Sum								1,632.42-
00077	SULLIVAN, B W BLDG CONTR	PO#144426	00144426	13000405	HANDRAIL REPR SHERRILL STAGE	07/31/14	239543	400.00-

00077 WILLMUT GAS & OIL COMPAN

7/14 COMM CN

00201420

13000407

MINTHLY GAS-COMM CNTRS

07/31/14 239567

400.00-

31.44-

Sum

31.44-

Sum

53,182.53-

CITY OF HATTIESBURG - COMMUNITY DEVELOP. BLOCK GRANT

DOCKET OF CLAIMS

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COMMUNITY DEVELOP. BLOCK GRANT							
00082 AIDS SERVICES COALITION	06/17/14	00144371	13000266	ACQUISITION 117 COLLEGE ST/4	07/22/14	310089	77,500.00-
AIDS SERVICES COALITION							
Sum							77,500.00-
00082 BONNER ANALYTICAL TESTIN	55069	00144450	13000270	107 HARRELL ST PRE LEAD TEST	07/24/14	310096	493.10-
00082	55267	00144453	13000272	1205 COUNTRY CLUB, PRE LEAD	07/24/14	310098	484.65-
00082 BONNER ANALYTICAL TESTIN	55068	00144452	13000273	200 MLK AVE PRE LEAD TEST	07/24/14	310099	524.35-
BONNERANALYTICAL TESTIN							
Sum							1,502.10-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 7/14	02014657	13000267	TRF 2ND 7/14 PAYROLL	07/22/14	310091	8,822.68-
CITY OF HATTIESBURG FUND							
Sum							8,822.68-
00082 DOMESTIC ABUSE FAMILY SH	07/08/14	00144448	13000275	FOOD SUPPLIES, SHELTER OP DR#1	07/24/14	310101	3,847.21-
DOMESTIC ABUSE FAMILY SH							
Sum							3,847.21-
00082 EATON, KERMAS	PETTY CASH 6	00144422	13000276	PETTY CASH CDBG	07/31/14	239407	53.81-
EATON,KERMAS							
Sum							53.81-
00082 MAY HINTON LODGE #540	07/14/14	00144454	13000271	BACK TO SCHOOL SUPPLY DR,DR #1	07/24/14	310097	10,000.00-
MAY HINTON LODGE #540							
Sum							10,000.00-
00082 RJ YOUNG COMPANY	INV417301	00144277	13000268	COPIER 3/28-6/27 CDBG	07/31/14	239521	342.55-
RJ YOUNG COMPANY							
Sum							342.55-
00082	07/22/14	00144451	13000274	1802 EDWARD TEM RELOC 7/1-7/31	07/24/14	310100	650.00-
SIMS,JOHN LEE							
Sum							650.00-
Sum							102,718.35-

CITY OF HATTIESBURG - GROUPINSURANCE TRUST FUND

DOCKET OF CLAIMS

PERIOD ENDING JULY 31, 2014

Date

- 07/29/14

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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GROUPINSURANCE TRUST FUND 00109 CITY OF HATTIESBURG FUND	TRF TAYLOR,	02014659	76	TRF TAYLOR, HENRY, DAVIS	07/24/14	310092	74.50-

CITY OF HATTIESBURG FUND Sum							74.50-

Sum							74.50-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2014**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	NICHOLSON & COMPANY PLLC	172686	2014688	6928	FINAL BILLING FOR FYE 9/30/14 AUDITED FS	7/31/14	19025	49,303.10
01	MEDICAL ANALYSIS-GHV	1	144572	6929	AUG 1 CONTRACT PYMT-MGMT/STAFF CLINIC	7/31/14	19026	29,000.00
01	BRIDGE & WATSON INC	6202014, 7212014	144620	6930	LEGAL SERVICES-VOTING RIGHTS LITIGATION	7/31/14	19027	38,475.61
01	PYLE MILLS & DYE, PA	8	144618	6931	LEGAL SERVICES-FAIRLEY VS COH	7/31/14	19028	36,807.41
01	JVW, INC & TIMOTHY FARRIS TRUST	C014-0228A	144577	6932	AGREED JUDGEMENT CAUSE NO. C014-0228A	7/31/14	19029	5,816.25
09	BUCK SULLIVAN REPAIR SHOP	83473	141393	1569	SERVICE BODY W/CRANE FOR WTR TRUCK	7/31/14	21796	18,350.00
09	BRUNINI	198652, 198653	144622	1570	LGL SERV-GROUNDWORX/GULF RESTORATION	7/31/14	21797	37,181.16
01	SOUTHGROUP/GALEY AGENCY	48628	144632	6933	INS RENEWAL OF LEXINGTON POLICY	7/31/14	19030	201,615.71
05	ROUNDTREE CHRYSLER DODGE JEEP RAM	9178	140692	48	2014 DODGE RAM/FIRE TRAINING VEHICLE	7/31/14	21798	37,181.00
TOTAL								<u><u>453,730.24</u></u>