

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, December 3, 2013

5:00 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 November 4, 5, 18 and 19, 2013 Council meetings.

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

- VI.-1** [2013-0791](#) Adopt an Ordinance of the City of Hattiesburg, Mississippi granting a non-exclusive franchise to Telepak Networks, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Hattiesburg,

Attachments: [FTTH Franchise Agreement for Hattiesburg \(01705708\)](#)
[executed FTTH Franchise Agreement for Hattiesburg \(01705708\) ORD#3122](#)

- VI.-2** [2013-106](#) Adopt resolution declaring surplus certain equipment (per attached list) and authorize the trade-in of said equipment toward purchase of new equipment.

Attachments: [Resolution Trade In Equipment](#)
[executed Resolution Trade In Equipment RES2013-129](#)

- VI.-3** [2013-0782](#) Acknowledge receipt of request and approve waiver for First Baptist Church of Hattiesburg, Inc. from the enforcement of Ordinance No. 2962 requiring the distance of 400 feet between a church and an establishment whose primary source of revenue is from the sale of alcohol.

Attachments: [Urban Dev Coverletter](#)
[First Baptist Church Waiver request](#)
[MS Code Copy](#)

- VI.-4** [2013-0785](#) Approve and Authorize Mayor to execute in triplicate amendments to Mississippi Development Authority Subgrant Agreement Annex A, as amended to substitute HCL Leverage Lender, LLC for Hub City Lofts, LLC.

Attachments: [Amended MDA Subgrant Agreement](#)
[executed Amended MDA Subgrant Agreement](#)

- VI.-5** [2013-0784](#) Approve and authorize Mayor to execute Agreement for Maintenance of Water Well and Water Tank owned by Forrest General Hospital

Attachments: [FGH Water Tank Agreement](#)
[executed FGH Water Tank Agreement](#)

- VI.-6** [2013-0776](#) Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169), March 22, 2011 (MB 2011-2/285-286), October 16, 2012 (MB 2012-370-371), January 8, 2013 (MB 2013-1/6-7), and June 8, 2013 (MB 2013/177-178) to change the scope of the agreement from "Homebuyer" to "Rental" (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Attachments: [Hattiesburg Developer rev Rental CHDO Breakthrough Community Services 5C](#)
[Executed Hattiesburg Developer rev Rental CHDO Breakthrough Community S](#)

- VI.-7** [2013-0781](#) Approve and authorize the execution of a Subrecipient Agreement with AIDS Services Coalition for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing in an amount not to exceed \$200,000 in connection with the City's CDBG/HOME 2013-2017 Consolidated Plan. {Entitlement}

Attachments: [CDBG Subrecipiaent - Supportive Housing - AIDS Services Coalition](#)
[Executed Supportive Housing - AIDS Services Coalition](#)

- VI.-8** [2013-0770](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Katie Booth 108 East 8th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: [COHCD Contractor & K. Booth Agreement 11.21.13](#)
[Grant Agreement - K. Booth \(\\$10K-\) 11.21.13](#)
[executed COHCD Contractor & K. Booth Agreement 11.21.13](#)
[executed Grant Agreement - K. Booth \(\\$10K-\) 11.21.13](#)

- VI.-9** [2013-0769](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wallace Berry of 406 East 7th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: [COHCD Contractor & W. Berry Agreement 11.21.13](#)
[Grant Agreement - W. Berry \(\\$10K-\) 11.21.13](#)
[executed COHCD Contractor & W. Berry Agreement 11.21.13](#)
[executed Grant Agreement - W. Berry \(\\$10K-\) 11.21.13](#)

- VI.-10** [2013-0768](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Lula Wright of 122 Cypress Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [COHCD Contractor & L. Wright Agreement 11.21.13](#)
[Grant Agreement - L. Wright \(\\$25K+\) 11.21.13](#)
[executed COHCD Contractor & L. Wright Agreement 11.21.13](#)
[executed Grant Agreement - L. Wright \(\\$25K+\) 11.21.13](#)

- VI.-11** [2013-0767](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Jean Watts of 200 Martin Luther King Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: [COHCD Contractor & J. Watts Agreement 11.21.13](#)
[Grant Agreement - J. Watts \(\\$25K+\) 11.21.13](#)
[executed COHCD Contractor & J. Watts Agreement 11.21.13](#)
[executed Grant Agreement - J. Watts \(\\$25K+\) 11.21.13](#)

- VI.-12** [2013-0774](#) Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Kevin and Char'Leshia Bryant, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Attachments: [MEMORANDUM-DPA Manual Checks-HOME](#)
[GRANT RECIPIENT AGREEMENT - Bryant](#)
[executed GRANT RECIPIENT AGREEMENT - Bryant](#)

- VI.-13** [2013-0790](#) Ratify and confirm the Mayor's re-appointments to the Contractor's Review Board for terms beginning June 2, 2012 and ending June 1, 2015 as follows:
Clifford Lockhart (W5) Joe Gray, (W4), Elvin Jackson (W5), Jim Smith (W1), Henry Blakney (2), Don McCleskey (W4), Richard Simmons (W3), Lamar Evans (W4).

VII. ROUTINE AGENDA

- VII.-1** [2013-0788](#) Acknowledge receipt of the two bid purchase docket for the period of October 29, 2013 through November 25, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: [12-3-Two Quote Docket](#)
[Bid](#)
[executed Contract for Landscape Improvements Gordan's Creek at the VFW](#)

- VII.-2** [2013-0786](#) Acknowledge award of planning grant for the "Cities Expanding Health Access for Children and Families" initiative from the National League of Cities in the amount of \$27,000 for the grant period November 25, 2013 through June 1, 2014.

Attachments: [NLC Grant Award](#)

- VII.-3** [2013-0787](#) Authorize Mayor to Renew Agreement between the City of Hattiesburg and MBI for annual monitoring of alarm system located in the Hub City Transit Department in the amount not to exceed \$700.00 for the period of 11/01/12 to 10/31/13

Attachments: [12-3-HCT MBI](#)

- VII.-4** [2013-0779](#) Authorize Mayor to execute Agreement for services with Megagate Broadband for hosting and maintaining the Midtown Website in the amount of \$25.00 monthly recurring, \$25.00 annual fee, and a one time set up fee of \$75.00.

Attachments: [Megagate Website hosting contract](#)
[executed Megagate Website hosting contract](#)

- VII.-5** [2013-0775](#) Approve final acceptance of the project Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3; Authorize publication of Notice of Final Settlement of Contract for same.

Attachments: [James St Well #3 Closeout Documents](#)
[1237C Well 3 As-Built Plans Rec 2013-11-14](#)
[NOTICE OF FINAL SETTLEMENT-James St. Water Well #3](#)
[executed NOTICE OF FINAL SETTLEMENT-James St. Water Well #3](#)

- VII.-6** [2013-0771](#) Acknowledge bids received on November 14, 2013 for the Drainage Improvements to Gordon's Creek at the Bakery Building project, and award bid to D & M Clark Construction, LLC of Mize, MS in the amount of \$79,663.00, as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Attachments: [Certified Bid Tab](#)

- VII.-7** [2013-0783](#) Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs{Entitlement}.

Attachments: [QEC January 2014 RFQ](#)
 [QEC.instructions 2014](#)
 [QEC Application and Checklist](#)
 [executed QEC January 2014 RFQ](#)

- VII.-8** [2013-0780](#) 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** [2013-0777](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
 [CDBG Supporting Docs](#)

- VII.-10** [2013-0789](#) Approve claims docket for the period ending November 30,2013.

Attachments: [DOCKET 13.11-30](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0791

File ID: 2013-0791

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Adopt an Ordinance granting non-exclusive franchise to Telepak Networks, Inc. for fiber optic cable

Final Action: 12/03/2013

Minute Book Number: MB2013-354

Title: Adopt an Ordinance of the City of Hattiesburg, Mississippi granting a non-exclusive franchise to Telepak Networks, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Hattiesburg,

Notes:

Sponsors:

Enactment Date:

Attachments: FTTH Franchise Agreement for Hattiesburg (01705708), executed FTTH Franchise Agreement for Hattiesburg (01705708) ORD#3122

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt an Ordinance of the City of Hattiesburg, Mississippi granting a non-exclusive franchise to Telepak Networks, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in 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 2013-0791

Title

Adopt an Ordinance of the City of Hattiesburg, Mississippi granting a non-exclusive franchise to Telepak Networks, Inc. to lay, construct, maintain, replace, repair, and operate fiber optic cable and appurtenant telecommunications facilities in, under, over, and across and along all streets, avenues, alleys, highways, roads, bridges, viaducts and public places in the City of Hattiesburg,

Summary

Adopt an Ordinance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**AN ORDINANCE OF THE CITY OF HATTIESBURG, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO TELEPAK NETWORKS, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE
FIBER OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES,
ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF HATTIESBURG, MISSISSIPPI
ORDINANCE NO. _____**

WHEREAS, Telepak Networks, Inc. dba C Spire Fiber (“Telepak”), is a Mississippi corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services in the State of Mississippi. Telepak obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621, and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621. A portion of these facilities will be located within the city limits of Hattiesburg, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Hattiesburg, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality’s streets, and

WHEREAS, the City of Hattiesburg, Mississippi does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of a telecommunications facility in Hattiesburg, Mississippi is in the best interest of the citizens of the City of Hattiesburg, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Hattiesburg, Mississippi. The City of Hattiesburg, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

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

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

December 3, 2013

The City of Hattiesburg, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc. dba C Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of December 3, 2013 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Service (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and City Council with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The City Council, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

SECTION I-DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

“Affiliates” means an entity which, owns or controls, is owned or controlled by, or is under common ownership with Telepak.

“Agreement” means this Telecommunications Franchise Agreement, as amended.

“Agreement Date” means December 3, 2013.

“Basic Video Services Tier” means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

“Facilities” means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers (specifically excluding cellular towers), dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

“FCC” means Federal Communications Commission.

“Franchise” means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

“Gross Revenues” means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak’s Basic Video Services Tier and Telecommunications Services fees for Telepak’s local calling plan offering. The term Gross Revenues shall not include any taxes on services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

“Other Services” means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Service and Video Services, including,

without limitation, private network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

“PEG Access” means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

“Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

“Public Way” means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area.

“Services” collectively refers to Telecommunications Services, Other Services and Video Services.

“Service Area” means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

“Subscribers” means a Person who lawfully receives Services with Telepak’s express permission.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

“Telecommunications System” means Telepak’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

“Telepak” means Telepak Networks, Inc., or its lawful successor or assigns.

“Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally).

SECTION II-GRANT OF FRANCHISE

1. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of twenty-five (25) years from the Agreement Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years (each a "Renewal Term") unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term." At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III-SYSTEM CONSTRUCTION

1. System Construction.

- (a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities ("Construction Notice"). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than ten (10) business days later) to discuss the requested adjustments to Telepak's construction plans. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

- (b) Upon completion of any construction of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of the current Telecommunications System. The City agrees that Telepak is under no obligation to build its Facilities to cover the entire City, to serve any particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.
- (c) Within ten (10) days of the Agreement Date the City provide Telepak with written notice of one Person to be Telepak's point of contact during the Term of this Agreement (the "Project Manager"). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, poles, conduits, Subscriber premises, and other space for Telepak's Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. In addition, City will allow Telepak access to poles owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.

SECTION IV-PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNEL

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall

have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

- (a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) four percent (4%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.
- (b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.
- (c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.
- (d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any annual audit period, Telepak shall be responsible for City's reasonable out of pocket costs associated with the audit. Any underpayments shall be paid to City within ten (10) business days after notification to Telepak.

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

SECTION VI-OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak will comply with Sections 77-13-1 et seq. of the Mississippi Code of 1972, as amended (“Mississippi One Call” statute). The City shall locate its utility lines promptly as required by the Mississippi One Call statute. Telepak will not locate the City’s utility lines or those of any third party. Upon completion of any Facilities, Telepak will furnish an as built drawing of the Facilities located within the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least ninety (90) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such

temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubbery.

Telepak shall have the authority to trim trees or natural growth on Public Ways which may effect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII-COMPLIANCE AND MONITORING

Once per calendar year during the Term of this Agreement and upon not less than thirty (30) business days notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

SECTION VIII-INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX-ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;
- (b) Cure the noncompliance; or
- (c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

- (a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action. Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a meeting of the City Council. The letter shall notify Telepak of the date, time, and place of the meeting of the City Council and the right of the Telepak to be present and participate meeting. At the City Council meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X-THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part or the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI-MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any

instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly scaled and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of Hattiesburg

With a copy to:

The notices or responses to Telepak shall be addressed as follows:

**Senior Vice President
Telepak Networks, Inc.
1018 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157**

With a copy to:

**W. Ken Rogers, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
P.O. Drawer 119
Jackson, MS 39205**

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days' of the receipt of written notice of such change in law.

5. Entire Agreement.

This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Agreement Date.

City of Hattiesburg, Mississippi

Johnny L. DuPree, Ph.D, Mayor

WITNESS:

Telepak Networks, Inc.

Gregg Logan, Senior Vice President

WITNESS:

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 3rd day of December, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 3rd day of December, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**AN ORDINANCE OF THE CITY OF HATTIESBURG, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO TELEPAK NETWORKS, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE
FIBER OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES,
ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF HATTIESBURG, MISSISSIPPI
ORDINANCE NO. 3122**

WHEREAS, Telepak Networks, Inc. dba C Spire Fiber ("Telepak"), is a Mississippi corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services in the State of Mississippi. Telepak obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621, and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621. A portion of these facilities will be located within the city limits of Hattiesburg, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Hattiesburg, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets, and

WHEREAS, the City of Hattiesburg, Mississippi does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of a telecommunications facility in Hattiesburg, Mississippi is in the best interest of the citizens of the City of Hattiesburg, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Hattiesburg, Mississippi. The City of Hattiesburg, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

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

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

December 3, 2013

The City of Hattiesburg, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc. dba C Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of December 3, 2013 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Service (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and City Council with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The City Council, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

SECTION I-DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

“Affiliates” means an entity which, owns or controls, is owned or controlled by, or is under common ownership with Telepak.

“Agreement” means this Telecommunications Franchise Agreement, as amended.

“Agreement Date” means December 3, 2013.

“Basic Video Services Tier” means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

“Facilities” means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers (specifically excluding cellular towers), dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

“FCC” means Federal Communications Commission.

“Franchise” means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

“Gross Revenues” means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak’s Basic Video Services Tier and Telecommunications Services fees for Telepak’s local calling plan offering. The term Gross Revenues shall not include any taxes on services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

“Other Services” means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Service and Video Services, including,

without limitation, private network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

“PEG Access” means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

“Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

“Public Way” means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area.

“Services” collectively refers to Telecommunications Services, Other Services and Video Services.

“Service Area” means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

“Subscribers” means a Person who lawfully receives Services with Telepak’s express permission.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

“Telecommunications System” means Telepak’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

“Telepak” means Telepak Networks, Inc., or its lawful successor or assigns.

“Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally).

SECTION II-GRANT OF FRANCHISE

1. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of twenty-five (25) years from the Agreement Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years (each a "Renewal Term") unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term." At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III-SYSTEM CONSTRUCTION

1. System Construction.

- (a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities ("Construction Notice"). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than ten (10) business days later) to discuss the requested adjustments to Telepak's construction plans. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

- (b) Upon completion of any construction of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of the current Telecommunications System. The City agrees that Telepak is under no obligation to build its Facilities to cover the entire City, to serve any particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.
- (c) Within ten (10) days of the Agreement Date the City provide Telepak with written notice of one Person to be Telepak's point of contact during the Term of this Agreement (the "Project Manager"). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, poles, conduits, Subscriber premises, and other space for Telepak's Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. In addition, City will allow Telepak access to poles owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.

**SECTION IV-PUBLIC, EDUCATION AND GOVERNMENT ACCESS
CHANNEL**

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall

have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

- (a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) four percent (4%) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.
- (b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.
- (c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.
- (d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any annual audit period, Telepak shall be responsible for City's reasonable out of pocket costs associated with the audit. Any underpayments shall be paid to City within ten (10) business days after notification to Telepak.

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

SECTION VI-OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak will comply with Sections 77-13-1 et seq. of the Mississippi Code of 1972, as amended ("Mississippi One Call" statute). The City shall locate its utility lines promptly as required by the Mississippi One Call statute. Telepak will not locate the City's utility lines or those of any third party. Upon completion of any Facilities, Telepak will furnish an as built drawing of the Facilities located within the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least ninety (90) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such

temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubbery.

Telepak shall have the authority to trim trees or natural growth on Public Ways which may effect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII-COMPLIANCE AND MONITORING

Once per calendar year during the Term of this Agreement and upon not less than thirty (30) business days notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

SECTION VIII-INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX-ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;
- (b) Cure the noncompliance; or
- (c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

- (a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action. Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a meeting of the City Council. The letter shall notify Telepak of the date, time, and place of the meeting of the City Council and the right of the Telepak to be present and participate meeting. At the City Council meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X-THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part or the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI-MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any

instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly scaled and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of Hattiesburg

With a copy to:

The notices or responses to Telepak shall be addressed as follows:

**Senior Vice President
Telepak Networks, Inc.
1018 Highland Colony Parkway, Suite 400
Ridgeland, MS 39157**

With a copy to:

**W. Ken Rogers, Jr.
Brunini, Grantham, Grower & Hewes, PLLC
P.O. Drawer 119
Jackson, MS 39205**

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

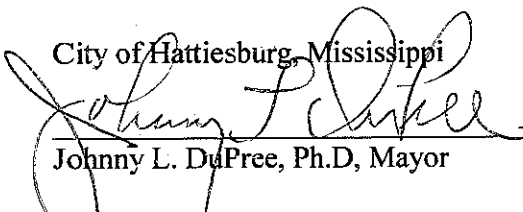
In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days' of the receipts of written notice so such change in law.

5. Entire Agreement.

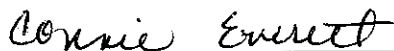
This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Agreement Date.

City of Hattiesburg, Mississippi


Johnny L. DuFree, Ph.D, Mayor

WITNESS:



Telepak Networks, Inc.

Gregg Logan, Senior Vice President

WITNESS:

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

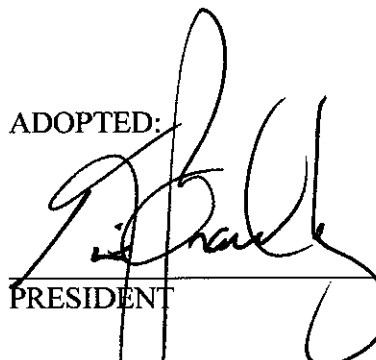
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 3rd day of December, 2013.

(SEAL)

ATTEST:

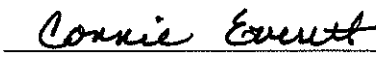

CLERK OF COUNCIL

ADOPTED:

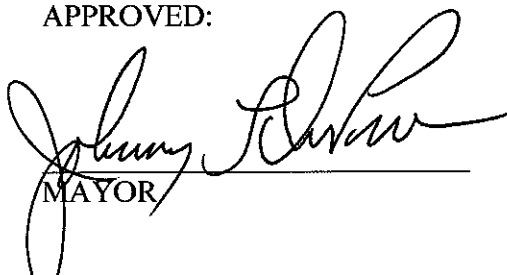

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 3rd day of December, 2013.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-106

File ID: 2013-106

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Resolution declaring certain equipment surplus

Final Action: 12/03/2013

Minute Book Number: MB2013-354

Title:

Adopt resolution declaring surplus certain equipment (per attached list) and authorize the trade-in of said equipment toward purchase of new equipment.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Trade In Equipment, executed Resolution
Trade In Equipment RES2013-129

Enactment Number:

Contact: Connie Everett

Meeting Date: 12/03/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt resolution declaring surplus certain equipment (per attached list) and authorize the trade-in of said equipment toward purchase of new equipment.							
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 2013-106

Title

Adopt resolution declaring surplus certain equipment (per attached list) and authorize the trade-in of said equipment toward purchase of new equipment.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Mississippi Code statutes and;

WHEREAS, the governing authorities of the City of Hattiesburg desire to trade in said equipment toward purchase of new equipment.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following equipment, as per attached list, and authorize disposal of said equipment by trade-in toward purchase of new equipment.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of December, 2013.

(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 3rd day of December, 2013.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

HPD Radios - non digital

MTS 2000	466AUL3552	6276	
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MTS2000	466AUL3549	8273	
MTS 2000	466AUL3551	8275	
MTS2000	466AUL3557	8277	
MTS 2000	466AUL3554	8278	
MTS2000	466AUL3555	8279	
MTS 2000	466AUL3556	8280	
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MTS 2000	466AWS1635	9367	
MTS 2000	466ABN51636	9368	
MTS 2000	466AW5W637	9369	
MTS 2000	466AWS1639	9371	
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MTS 2000	466CDW0464	13924	
MTS2000	466AZG1426	701129	
MTS 2000	466AAA4635	701161	
MTS 2000	466ABJ3532	12526	
MTS 2000	466CDW0452	13912	

INV	SERIAL #	TYPE	Model
9402	867SWT5772	MOB	GTX
6616	481HQC0054	MOB	MAXTRAC
6640	481HQC0078	MOB	MAXTRAC
6610	481HQC0048	MOB	MAXTRAC
6651	481HQC0089	MOB	MAXTRAC
6662	481HQC0100	MOB	MAXTRAC
6612	481HQC0050	MOB	MAXTRAC
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6643	481HQC0081	MOB	MAXTRAC
6623	481HQC0061	MOB	MAXTRAC
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6663	481HQC0101	MOB	MAXTRAC
6634	481HQC0072	MOB	MAXTRAC
6655	481HQC0093	MOB	MAXTRAC
6626	481HQC0064	MOB	MAXTRAC
6636	481HQC0074	MOB	MAXTRAC
6637	481HQC0075	MOB	MAXTRAC
6646	481HQC0084	MOB	MAXTRAC
6617	481HQC0055	MOB	MAXTRAC
6657	481HQC0095	MOB	MAXTRAC
6627	481HQC0065	MOB	MAXTRAC
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6659	481HQC0097	MOB	MAXTRAC
6614	481HQC0052	MOB	MAXTRAC
13938	722CDW0741	MOB	MCS 2000
13937	722CDW0740	MOB	MCS 2000
13941	722CDW0744	MOB	MCS 2000
13940	722CDW0743	MOB	MCS 2000
13280	722CCW0835	MOB	MCS 2000
13277	722CCW0832	MOB	MCS 2000
13282	722CCW0837	MOB	MCS 2000
14428	722CEU0878	MOB	MCS 2000
14430	722CEU0880	MOB	MCS 2000
14425	722CEU0875	MOB	MCS 2000
na	436HML1050	MOB	MOSTAR
9377	867SWT5756	MOB	GTX
na	159TUC5756	MOB	Radus GM30
16428	514CGX0160	MOB	XTL 2500
NA	514CGX0167	MOB	XTL 2500
6618	481HQC0056	MOB	MAXTRAC
6652	481HQC0090	MOB	MAXTRAC
6650	481HQC0088	MOB	MAXTRAC
na	428SYD5453	MOB	MAXTRAC
10354	428SYD5467	MOB	MAXTRAC
NA	428SYD5440	MOB	MAXTRAC
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10356	428SYD5451	MOB	MAXTRAC
10353	428SYD5439	MOB	MAXTRAC
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10349	428SYB5304	MOB	MAXTRAC
10348	428SYD5428	MOB	MAXTRAC

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Mississippi Code statutes and;

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NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following equipment, as per attached list, and authorize disposal of said equipment by trade-in toward purchase of new equipment.

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

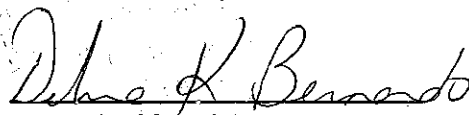
YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

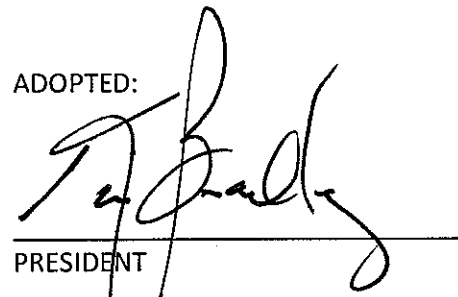
The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of December, 2013.

(S E A L)

ATTEST:

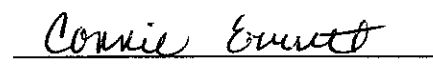

CLERK OF COUNCIL

ADOPTED:

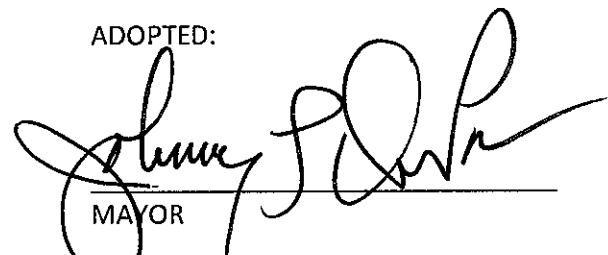

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of December, 2013.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR

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6640	481HQC0078	MOB	MAXTRAC
6610	481HQC0048	MOB	MAXTRAC
6651	481HQC0089	MOB	MAXTRAC
6662	481HQC0100	MOB	MAXTRAC
6612	481HQC0050	MOB	MAXTRAC
6613	481HQC0051	MOB	MAXTRAC
6653	481HQC0091	MOB	MAXTRAC
6643	481HQC0081	MOB	MAXTRAC
6623	481HQC0061	MOB	MAXTRAC
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6663	481HQC0101	MOB	MAXTRAC
6634	481HQC0072	MOB	MAXTRAC
6655	481HQC0093	MOB	MAXTRAC
6626	481HQC0064	MOB	MAXTRAC
6636	481HQC0074	MOB	MAXTRAC
6637	481HQC0075	MOB	MAXTRAC
6646	481HQC0084	MOB	MAXTRAC
6617	481HQC0055	MOB	MAXTRAC
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6659	481HQC0097	MOB	MAXTRAC
6614	481HQC0052	MOB	MAXTRAC
13938	722CDW0741	MOB	MCS 2000
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13941	722CDW0744	MOB	MCS 2000
13940	722CDW0743	MOB	MCS 2000
13280	722CCW0835	MOB	MCS 2000
13277	722CCW0832	MOB	MCS 2000
13282	722CCW0837	MOB	MCS 2000
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10349	428SYB5304	MOB	MAXTRAC
10348	428SYD5428	MOB	MAXTRAC



City of Hattiesburg, MS

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

Master

File Number: 2013-0782

File ID: 2013-0782

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Waiver for First Baptist Church and distance requirements of Alcohol establishment

Final Action:

Minute Book Number: MB2013-354

Title:

Acknowledge receipt of request and approve waiver for First Baptist Church of Hattiesburg, Inc. from the enforcement of Ordinance No. 2962 requiring the distance of 400 feet between a church and an establishment whose primary source of revenue is from the sale of alcohol.

Notes:

Sponsors:

Enactment Date:

Attachments: Urban Dev Coverletter, First Baptist Church Waiver request, MS Code Copy

Enactment Number:

Contact:

Meeting Date:

Drafter: Donovan Scruggs

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Acknowledge and Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Acknowledge receipt of request and approve waiver for First Baptist Church of Hattiesburg, Inc. from the enforcement of Ordinance No. 2962 requiring the distance of 400 feet between a church and an establishment whose primary source of revenue is from the sale of alcohol.							
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 2013-0782

Title

Acknowledge receipt of request and approve waiver for First Baptist Church of Hattiesburg, Inc. from the enforcement of Ordinance No. 2962 requiring the distance of 400 feet between a church and an establishment whose primary source of revenue is from the sale of alcohol.

Summary

Waiver for First Baptist Church and distance requirements of Alcohol establishment

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Department Of Urban Development

Pattie Brantley, AICP
Director

Memorandum

Date: November 25, 2013

From: Pattie Brantley, Director 

To: Mayor and City Council Members
Charles Lawrence, City Attorney

Re: Acknowledge receipt of request and approve Waiver from Section 3-8 of the City of Hattiesburg Code of Ordinance
Requestor: First Baptist Church of Hattiesburg, Inc.
Proposed Property: 1900 North 31st Avenue (23.38 acres)
Former Hunt Club / Champions Lane Property

First Baptist Church of Hattiesburg, Inc. is seeking approval by the Mayor and City Council to waiver from Section 3-8 of the City of Hattiesburg Code of Ordinance for the above mentioned property. See attached letter.

Code of Ordinance Section 3-8 states:

Prohibited places to manufacture, sale, or store for sale any alcoholic beverage, light wine or beer in any zoning district.

"Territory surrounding churches and schools.

It shall be prohibited to manufacture, sell, or store for sale any alcoholic Beverage, light wine or beer in any zone within four hundred (400) feet of any church or school where said manufacture, sale or storage for sale is the primary source of revenue/income of said business. Alcoholic beverage, light wine and beer shall each have a meaning as those terms are used in Sections 67-1-5 and 67-3-3, et seq of the Mississippi Code of 1972, as annotated and amended.(Ord. 2962, sec. 1, 8-10-07)."

Attachments:

- a. Letter from Joe Stevens, Attorney, Wise Carter Child & Carraway, P.A.
- b. Excerpt from MS Code of 1972, 67-1-51

WISE CARTER

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

HATTIESBURG OFFICE

JOE D. STEVENS
jds@wisecarter.com

DIRECT DIAL: 601-582-5551
FACSIMILE: 601-582-5556

November 22, 2013

City of Hattiesburg, Mississippi
P.O. Box 1898
Hattiesburg, MS 394031898
Attn: Pattie Brantley, Director – Urban Development

Re: Former Hunt Club / Champions Lane Property

Dear Ms. Brantley:

I represent First Baptist Church of Hattiesburg, Inc., dba First Hattiesburg. First Hattiesburg has entered into a contract to purchase the approximate 23.38 acre parcel at 1900 North 31st Avenue, on which is located the former Hunt Club / Champions Lane building, for the purpose of establishing a satellite church location. Under the contract, we have a very limited inspection period in which to conduct due diligence and exit the transaction if such action is warranted. Accordingly, I need your assistance with a couple of matters.

First, I need written confirmation from the City of Hattiesburg that the parcel is zoned in such a manner that a church can be operated at the location.

Second, I am aware that a nightclub whose primary source of revenue may be from the sale of alcohol, is located on the adjacent property. The distance between the two buildings has been measured this week to be 395 feet and 2 inches, thus, within the 400 foot zone outlined in Section 3-8 of the Code of Ordinances of the City of Hattiesburg. I realize this ordinance was enacted as a means of protecting churches and schools from having such establishments locate within close proximity to them. However, in this case the nightclub is already in existence and operating at its location; our church is aware of the nightclub's existence and still wants to locate nearby. Can the ordinance be waived?

First Hattiesburg acknowledges the prior existence of the nightclub and realizes it cannot seek to enforce the ordinance so as to disrupt that business. In fact, First Hattiesburg only desires for the City of Hattiesburg to waive the effect of the ordinance in this instance so that there is no question that First Hattiesburg can operate a church at this facility, although it is within 400 feet of the nightclub.

Pattie Brantley
November 22, 2013
Page 2

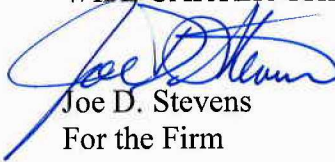
First Hattiesburg simply seeks to acquire this property, which has a somewhat checkered past, and turn it into a place of worship. However, in order to do so, we must have clear authority to operate a church on this site. We trust the City will take whatever action it deems appropriate to evidence for us that there are no prohibitions to such use from a city ordinance or zoning standpoint.

If you need any additional information, please do not hesitate to contact me.

With kindest regards, I remain

Sincerely,

WISE CARTER CHILD & CARAWAY, P.A.



Joe D. Stevens
For the Firm

JDS:ck
Enclosures

Attachment "B"
MS Code of 1972

§ 67-1-51

ALCOHOLIC BEVERAGES

(2) Except as otherwise provided in subsection (4) of this section, retail permittees may hold more than one (1) retail permit, at the discretion of the commission.

(3) Except as otherwise provided in this subsection, no authority shall be granted to any person to manufacture, sell or store for sale any intoxicating liquor as specified in this chapter within four hundred (400) feet of any church, school, kindergarten or funeral home. However, within an area zoned commercial or business, such minimum distance shall be not less than one hundred (100) feet.

A church or funeral home may waive the distance restrictions imposed in this subsection in favor of allowing issuance by the commission of a permit, pursuant to subsection (1) of this section, to authorize activity relating to the manufacturing, sale or storage of alcoholic beverages which would otherwise be prohibited under the minimum distance criterion. Such waiver shall be in written form from the owner, the governing body, or the appropriate officer of the church or funeral home having the authority to execute such a waiver, and the waiver shall be filed with and verified by the commission before becoming effective.

The distance restrictions imposed in this subsection shall not apply to the sale or storage of alcoholic beverages at a bed and breakfast inn listed in the National Register of Historic Places.

(4) No person, either individually or as a member of a firm, partnership or association, or as a stockholder, officer or director in a corporation, shall own or control any interest in more than one (1) package retailer's permit, nor shall such person's spouse, if living in the same household of such person, any relative of such person, if living in the same household of such person, or any other person living in the same household with such person own any interest in any other package retailer's permit.

SOURCES: Codes, 1942, §§ 10265-18, 10265-19, 10265-26; Laws, 1966, ch. 540, §§ 18, 19, 26; Laws, 1976, ch. 467, § 18; Laws, 1988, ch. 302, § 1; Laws, 1988, ch. 383, § 2; Laws, 1989, ch. 484, § 1; Laws, 1992, ch. 574, § 2; Laws, 1994, ch. 538, § 4; Laws, 1996, ch. 417, § 2; Laws, 1997, ch. 487, § 1; Laws, 2000, ch. 307, § 1, eff from and after passage (approved Mar. 17, 2000.)

Cross References — Annual privilege tax for permits, see § 27-71-5.

Effect of local option for prohibition on holders of native wine producer's and retailer's permits, see § 67-1-13.

Commission to maintain all forms to be completed by applicants necessary for licensure at all district offices, see § 67-1-41.

Permits and licenses to sell, etc., light wine and beer, see §§ 67-3-15 to 67-3-41.

Prohibition on manufacturers of light wine or beer acting as wholesalers or distributors, see § 67-3-46.

Native Wines Law, see §§ 67-5-1 et seq.



City of Hattiesburg, MS

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

Master

File Number: 2013-0785

File ID: 2013-0785

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Amended MDA Subgrant Agreement with Hub City
Leverage Lender, LLC

Final Action: 12/03/2013

Minute Book Number: MB2013-355

Title: Approve and Authorize Mayor to execute in triplicate amendments to Mississippi Development Authority Subgrant Agreement Annex A, as amended to substitute HCL Leverage Lender, LLC for Hub City Lofts, LLC.

Notes:

Sponsors:

Enactment Date:

Attachments: Amended MDA Subgrant Agreement, executed
Amended MDA Subgrant Agreement

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve and Authorize Mayor to execute in triplicate amendments to Mississippi Development Authority Subgrant Agreement Annex A, as amended to substitute HCL Leverage Lender, LLC for Hub City Lofts, LLC.							
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 2013-0785

Title

Approve and Authorize Mayor to execute in triplicate amendments to Mississippi Development Authority Subgrant Agreement Annex A, as amended to substitute HCL Leverage Lender, LLC for Hub City Lofts, LLC.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET**

**DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849**

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Drawer 1898 Hattiesburg, MS 39403-1898 601-545-4501	2. Effective Date: December 20, 2011 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">3. Contract Number: R-103-205-02-KED</td> <td style="width: 50%; padding: 2px;">Grant Number: R-103-205-02-KED</td> </tr> </table> 4. Modification Number: 2 5. Grant Identifier: (Funding Source & Year) CFDA Number : 14.219 & 14.228 6. Beginning and Ending Date December 20, 2011 – December 20, 2014 7. Page 1 of <u>7</u>	3. Contract Number: R-103-205-02-KED	Grant Number: R-103-205-02-KED
3. Contract Number: R-103-205-02-KED	Grant Number: R-103-205-02-KED		

8. As a result of this modification, funds obligated are changed as follows:

<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>
FROM: No change	FROM: N/A	FROM: No change
TO:	TO:	TO:
INCREASE:	INCREASE:	INCREASE:
DECREASE:	DECREASE:	DECREASE:

9. The above recipient is hereby modified as follows: The purpose of this modification is to amend Annex A 2. B. 2. of the Grant Agreement per the attached.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

12. Approved for Agency: Signature Date Name: Steven Hardin Title: Director, Community Services Division	13. Approved for Recipient: Signature Date Name: Johnny L. DuPree, Ph. D. Title: Mayor
---	---

Katrina Supplemental CDBG Program Budget Summary

Applicant: City of Hattiesburg

Funding Year: _____

Grant Year: _____

Contract: #R-103-205-02-KED

Description	MDA	IDIS	Other Funding Sources			
Administration			Katrina CDBG			Total
General Administration						\$ 0.00
Application Prep.						\$ 0.00
Audit						\$ 0.00
Subtotal (A)			\$0.00	\$0.00	\$0.00	\$ 0.00
Description	MDA	IDIS	Other Funding Sources			
Public Facilities			Katrina CDBG	HCL Leverage Lenders, LLC		Total
Acquisition			\$2,000,000.00			\$2,000,000.00
Architectural/Engineering						\$ 0.00
Bridges						\$ 0.00
Construction of Public Building						\$ 0.00
Contingency						\$ 0.00
Demolition						\$ 0.00
Drainage & Flood Protection						\$ 0.00
Fire protection						\$ 0.00
Legal						\$ 0.00
Public Service						\$ 0.00
Rail						\$ 0.00
Renovation of Public Building						\$ 0.00
Sewage Pumping Station						\$ 0.00
Sewage Treatment						\$ 0.00
Sewer Line(s)						\$ 0.00
Street & Road Improvements						\$ 0.00
Water Booster Station						\$ 0.00
Water Line(s)						\$ 0.00
Water Tank						\$ 0.00
Water Treatment						\$ 0.00
Water Well						\$ 0.00
Other						\$ 0.00
Building Renovations				\$8,597,393.00		\$8,597,393.00
						\$ 0.00
Subtotal (B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$10,597,393.00
Grand Total (A + B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$10,597,393.00

MDA DRD

**BUDGET MODIFICATION WORKSHEET
CDBG FUNDS**

Recipient: City of Hattiesburg

Contract Number: R-103-205-03-KED

Activity	Current Budget	Proposed Budget	Change (+ -)
N/A	N/A	N/A	N/A
	TOTAL	TOTAL	TOTAL

Comments: The purpose of this modification is to amend Annex A.2.B.2 in accordance with the attached amendment.

**AMENDMENT TO
MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT AGREEMENT
ANNEX A**

THIS AMENDMENT TO MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT AGREEMENT, ANNEX A 2.B.2 IS HEREBY AMENDED AND SHALL READ AS FOLLOWS:

WHEREAS, Subgrantee applied for and was awarded and authorized to expend on behalf of Hub City Lofts, LLC, a Mississippi limited liability company (the “Original Borrower”), a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the “Grant”) from Grantee, to provide for economic development assistance to the Original Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the “Faulkner Building”); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the “110 Building”); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the “Ross Building”); and (iv) that certain improved real property commonly referred to as the “Triangle Building,” located adjacent to the Ross Building (the Triangle Building; collectively with the Faulkner Building, 110 Building, and Ross Building, the “Premises”).

WHEREAS, the Grant was made by Grantee to Subgrantee pursuant to that certain Mississippi Development Authority Subgrant Agreement (the “Agreement”).

WHEREAS, on February 9, 2012, Grantee loaned the Grant to the Original Borrower for the purpose of purchasing and acquiring the Premises (the “Original Loan”).

WHEREAS, the Original Loan was secured by that certain Deed of Trust by the Original Borrower in favor of Subgrantee (the “Deed”), recorded in the office of the Chancery Clerk of Forrest County, Mississippi, which Deed granted Grantee a first priority mortgage on the Premises.

WHEREAS, the Original Borrower secured New Markets Tax Credit financing for the redevelopment of the Premises.

WHEREAS, in accordance with the Original Borrower’s application for the Grant and to assist with the financing of the Project, the Original Borrower desired to leverage the Grant with New Markets Tax Credits.

WHEREAS, to accomplish the above, on the date hereof, Borrower borrowed a short term loan from Trustmark National Bank, a national banking corporation (“Trustmark”), in the amount of \$2,000,000.00 (the “Day Loan”).

WHEREAS, Borrower utilized the proceeds of the Day Loan, along with other loans from Trustmark, to make a loan (the “Leverage Loan”) to Hub City QEI, LLC, a Delaware limited liability company (“Leverage Fund”).

WHEREAS, Leverage Fund utilized the proceeds of the Leverage Loan, along with the proceeds of an equity investment by Trustmark, to make qualified equity investments (“QEIs”) in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company (“Whitney”), and CCG Sub-CDE 24, LLC, a Delaware limited liability company (“CCG” and together with Whitney, the “CDE Lenders”).

WHEREAS, the CDE Lenders utilized a portion of the proceeds to make loans to the Original Borrower (the “QLICI Loans”).

WHEREAS, the Original Borrower utilized a portion of the QLICI Loans to pay off the Original Loan, which payment resulted in the cancellation of the Deed.

WHEREAS, pursuant to that certain Loan Agreement by and between Borrower and Subgrantee, dated as of August 28, 2012, the Subgrantee reloaned the Grant to Borrower (the “Second Loan”), with such loan proceeds applied to the repayment of the Day Loan.

WHEREAS, pursuant to that certain Security and Pledge Agreement by and between Borrower and Subgrantee (the “Security Agreement”), dated as of the date hereof, the Second Loan is secured by the assignment and pledge of the Borrower’s interest in the Pledged Collateral, as defined in the Security Agreement, which Pledged Collateral includes, *inter alia*, the Leverage Fund’s membership interest in the CDE Lenders.

WHEREAS, pursuant to that certain Intercreditor Agreement by and among Borrower, Trustmark, and Subgrantee (the “Intercreditor Agreement”), dated as of the date hereof, the interests of Subgrantee in the Pledged Collateral will be subordinate and occupy by a junior position to that of Trustmark (the “Subgrantee Security Arrangement”).

WHEREAS, Annex A to the Agreement did not fully set forth the Subgrantee Security Arrangement.

WHEREAS, the parties hereto are entering into the First Amendment to amend Annex A of the Agreement to set forth the details of the Subgrantee Security Arrangement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Identity of Borrower. Annex A of the Agreement is hereby amended to substitute “HCL Leverage Lender, LLC” for “Hub City Lofts, LLC” as the “Company.”
2. Deletion of Section (B)(3) of Annex A. Because Subgrantee does not have a Deed of Trust covering the Premises as security for the Grant, Section (B)(3) of Annex A of the Agreement is hereby deleted in its entirety.
3. Amendment of Annex A, Section (B)(2). Section (B)(2) of Annex A is hereby amended and restated in its entirety as follows:

2. Subgrantee shall have a junior priority security interest on the Ross and Faulkner Buildings (the "Property") owned by Hub City Lofts, LLC as follows:

Subgrantee will make a loan to the Company in the principal amount of \$2,000,000 (the "Grant"). Pursuant to that certain Security and Pledge Agreement by and between Borrower and Subgrantee (the "Security Agreement") the Grant is secured by the assignment and pledge of the Company's interest in the Pledged Collateral, as defined in the Security Agreement, which Pledged Collateral includes, inter alia, the Company's security interest in Hub City QEI, LLC's (the "Leverage Fund") membership interest in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company ("Whitney"), and CCG Sub-CDE 24, LLC, a Delaware limited liability company ("CCG") and together with Whitney, the "CDE Lenders"). The Company will loan the Grant, along with other funds lent to the Company by Trustmark National Bank ("Trustmark") (collectively, the "Leverage Loan"), to the Leverage Fund pursuant to that certain Loan and Security Agreement by and between the Company and the Leverage Fund (the "Leverage Loan Agreement").

Pursuant to the Leverage Loan Agreement, the Leverage Loan is secured by a UCC-1 Financing Statement covering the Leverage Fund's 100% membership interest in the CDE Lenders (the "Leverage Loan UCC"). The Leverage Fund will then use the proceeds of the Leverage Loan and an equity investment by Trustmark to make equity investments ("QEIs") in the CDE Lenders in exchange for 100% membership interests in the CDE Lenders. In turn, the CDE Lenders will use a portion of the QEIs to make loans (the "QLICI Loans") to Hub City Lofts, LLC (the "Owner"). The QLICI Loans will be secured by a first priority Deed of Trust (the "QLICI Deed of Trust") covering the Property. CCG will use another portion of the QEIs to make an equity investment in Hub City Master Tenant, LLC ("Master Tenant") in exchange for a 100% membership interest in Master Tenant. Master Tenant will then make a loan to the Owner (the "Master Tenant Loan"), which Master Tenant Loan will be secured by a Deed of Trust (the "Master Tenant Deed of Trust") covering the Property. Because the Master Tenant is a pass-through entity for CCG, CCG is the owner of the Master Tenant Deed of Trust.

In the event of a default, the CDE Lenders will foreclose upon the QLICI Deed of Trust, and the Master Tenant will foreclose upon the Master Tenant Deed of Trust. Under the Loan Agreement governing the Master Tenant Loan, the Master Tenant Loan is subordinate to the QLICI Loans. As a result, the CDE Lenders become the owners of the Property. Pursuant to the Leverage Loan UCC, the Company will take possession of the Leverage Fund's 100% membership interest in the CDE Lenders without having to file suit pursuant to Miss. Code § 75-9-609(b)(2). The Company will then be the 100% owner of the CDE Lenders and, as a result, will own the Property by virtue of the foreclosed QLICI Deed of Trust. Pursuant to the Company's pledge of the Pledged Collateral, including the Leverage Loan UCC, to the Subgrantee under the Security Agreement, the Subgrantee will be entitled to the rights of the Company to the Property under the foreclosed QLICI Deed of Trust. Such security rights of the Subgrantee relative to the Property are subordinate and junior to that of Trustmark pursuant to that certain Intercreditor Agreement by and among Trustmark, Subgrantee, and the Company.

ARTICLE I
Miscellaneous

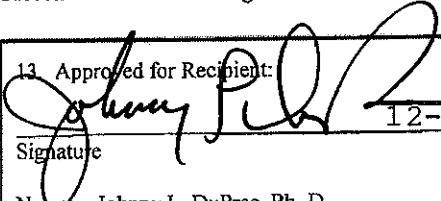
Section 1.1 Governing Law; Venue; etc. This First Amendment shall be construed in accordance with and governed by the laws of the State of Mississippi (without regard to conflict of law principles).

Section 1.2 Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 1.3 Severability. Any provision of this First Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET

DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Drawer 1898 Hattiesburg, MS 39403-1898 601-545-4501		2. Effective Date: December 20, 2011																
		3. Contract Number: R-103-205-02-KED	Grant Number: R-103-205-02-KED															
		4. Modification Number: 2																
		5. Grant Identifier: (Funding Source & Year) CFDA Number : 14.219 & 14.228																
		6. Beginning and Ending Date December 20, 2011 – December 20, 2014																
		7. Page 1 of <u>7</u>																
8. As a result of this modification, funds obligated are changed as follows: <table border="1"><thead><tr><th><u>CDBG</u></th><th><u>OTHER FEDERAL</u></th><th><u>OTHER (LOCAL-PRIVATE)</u></th></tr></thead><tbody><tr><td>FROM: No change</td><td>FROM: N/A</td><td>FROM: No change</td></tr><tr><td>TO:</td><td>TO:</td><td>TO:</td></tr><tr><td>INCREASE:</td><td>INCREASE:</td><td>INCREASE:</td></tr><tr><td>DECREASE:</td><td>DECREASE:</td><td>DECREASE:</td></tr></tbody></table>				<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	FROM: No change	FROM: N/A	FROM: No change	TO:	TO:	TO:	INCREASE:	INCREASE:	INCREASE:	DECREASE:	DECREASE:	DECREASE:
<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>																
FROM: No change	FROM: N/A	FROM: No change																
TO:	TO:	TO:																
INCREASE:	INCREASE:	INCREASE:																
DECREASE:	DECREASE:	DECREASE:																
9. The above recipient is hereby modified as follows: The purpose of this modification is to amend Annex A 2. B. 2. of the Grant Agreement per the attached.																		
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.																		
12. Approved for Agency: _____ Signature Date Name: Steven Hardin Title: Director, Community Services Division		13. Approved for Recipient:  _____ Signature Date 12-3-13 Name: Johnny L. DuPree, Ph. D. Title: Mayor																

Katrina Supplemental CDBG Program Budget Summary

Applicant: City of Hattiesburg

Funding Year: _____

Grant Year: _____

Contract: #R-103-205-02-KED

Description	MDA	IDIS	Other Funding Sources				Total
Administration			Katrina CDBG				
General Administration							\$ 0.00
Application Prep.							\$ 0.00
Audit							\$ 0.00
Subtotal (A)			\$0.00	\$0.00	\$0.00	\$0.00	\$ 0.00
Description	MDA	IDIS	Other Funding Sources				Total
Public Facilities			Katrina CDBG	HCL Leverage Lenders, LLC			
Acquisition			\$2,000,000.00				\$2,000,000.00
Architectural/Engineering							\$ 0.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
Building Renovations				\$8,597,393.00			\$8,597,393.00
							\$ 0.00
Subtotal (B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00
Grand Total (A + B)			\$2,000,000.00	\$8,597,393.00	\$0.00	\$0.00	\$10,597,393.00

MDA DRD

BUDGET MODIFICATION WORKSHEET
CDBG FUNDS

Recipient: City of Hattiesburg

Contract Number: R-103-205-03-KED

Activity	Current Budget	Proposed Budget	Change (+ -)
N/A	N/A	N/A	N/A
	TOTAL	TOTAL	TOTAL

Comments: The purpose of this modification is to amend Annex A.2.B.2 in accordance with the attached amendment.

**AMENDMENT TO
MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT AGREEMENT
ANNEX A**

THIS AMENDMENT TO MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT AGREEMENT, ANNEX A 2.B.2 IS HEREBY AMENDED AND SHALL READ AS FOLLOWS:

WHEREAS, Subgrantee applied for and was awarded and authorized to expend on behalf of Hub City Lofts, LLC, a Mississippi limited liability company (the "Original Borrower"), a Community Development Block Grant Disaster Recovery Program grant in the amount of Two Million Dollars (\$2,000,000.00) (the "Grant") from Grantee, to provide for economic development assistance to the Original Borrower for the purchase and development of (i) that certain improved real property known as the Faulkner Building located at 501-509 Main Street, Hattiesburg, Mississippi (the "Faulkner Building"); (ii) that certain improved real property located at 110 East Front Street, Hattiesburg, Mississippi (the "110 Building"); (iii) that certain improved real property known as the Ross Building located at 201 East Front Street, Hattiesburg, Mississippi (the "Ross Building"); and (iv) that certain improved real property commonly referred to as the "Triangle Building," located adjacent to the Ross Building (the Triangle Building; collectively with the Faulkner Building, 110 Building, and Ross Building, the "Premises").

WHEREAS, the Grant was made by Grantee to Subgrantee pursuant to that certain Mississippi Development Authority Subgrant Agreement (the "Agreement").

WHEREAS, on February 9, 2012, Grantee loaned the Grant to the Original Borrower for the purpose of purchasing and acquiring the Premises (the "Original Loan").

WHEREAS, the Original Loan was secured by that certain Deed of Trust by the Original Borrower in favor of Subgrantee (the "Deed"), recorded in the office of the Chancery Clerk of Forrest County, Mississippi, which Deed granted Grantee a first priority mortgage on the Premises.

WHEREAS, the Original Borrower secured New Markets Tax Credit financing for the redevelopment of the Premises.

WHEREAS, in accordance with the Original Borrower's application for the Grant and to assist with the financing of the Project, the Original Borrower desired to leverage the Grant with New Markets Tax Credits.

WHEREAS, to accomplish the above, on the date hereof, Borrower borrowed a short term loan from Trustmark National Bank, a national banking corporation ("Trustmark"), in the amount of \$2,000,000.00 (the "Day Loan").

WHEREAS, Borrower utilized the proceeds of the Day Loan, along with other loans from Trustmark, to make a loan (the "Leverage Loan") to Hub City QEI, LLC, a Delaware limited liability company ("Leverage Fund").

WHEREAS, Leverage Fund utilized the proceeds of the Leverage Loan, along with the proceeds of an equity investment by Trustmark, to make qualified equity investments ("QEIs") in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company ("Whitney"), and CCG Sub-CDE 24, LLC, a Delaware limited liability company ("CCG" and together with Whitney, the "CDE Lenders").

WHEREAS, the CDE Lenders utilized a portion of the proceeds to make loans to the Original Borrower (the "QLICI Loans").

WHEREAS, the Original Borrower utilized a portion of the QLICI Loans to pay off the Original Loan, which payment resulted in the cancellation of the Deed.

WHEREAS, pursuant to that certain Loan Agreement by and between Borrower and Subgrantee, dated as of August 28, 2012, the Subgrantee reloaned the Grant to Borrower (the "Second Loan"), with such loan proceeds applied to the repayment of the Day Loan.

WHEREAS, pursuant to that certain Security and Pledge Agreement by and between Borrower and Subgrantee (the "Security Agreement"), dated as of the date hereof, the Second Loan is secured by the assignment and pledge of the Borrower's interest in the Pledged Collateral, as defined in the Security Agreement, which Pledged Collateral includes, *inter alia*, the Leverage Fund's membership interest in the CDE Lenders.

WHEREAS, pursuant to that certain Intercreditor Agreement by and among Borrower, Trustmark, and Subgrantee (the "Intercreditor Agreement"), dated as of the date hereof, the interests of Subgrantee in the Pledged Collateral will be subordinate and occupy by a junior position to that of Trustmark (the "Subgrantee Security Arrangement").

WHEREAS, Annex A to the Agreement did not fully set forth the Subgrantee Security Arrangement.

WHEREAS, the parties hereto are entering into the First Amendment to amend Annex A of the Agreement to set forth the details of the Subgrantee Security Arrangement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Identity of Borrower. Annex A of the Agreement is hereby amended to substitute "HCL Leverage Lender, LLC" for "Hub City Lofts, LLC" as the "Company."

2. Deletion of Section (B)(3) of Annex A. Because Subgrantee does not have a Deed of Trust covering the Premises as security for the Grant, Section (B)(3) of Annex A of the Agreement is hereby deleted in its entirety.

3. Amendment of Annex A, Section (B)(2). Section (B)(2) of Annex A is hereby amended and restated in its entirety as follows:

2. Subgrantee shall have a junior priority security interest on the Ross and Faulkner Buildings (the "Property") owned by Hub City Lofts, LLC as follows:

Subgrantee will make a loan to the Company in the principal amount of \$2,000,000 (the "Grant"). Pursuant to that certain Security and Pledge Agreement by and between Borrower and Subgrantee (the "Security Agreement") the Grant is secured by the assignment and pledge of the Company's interest in the Pledged Collateral, as defined in the Security Agreement, which Pledged Collateral includes, inter alia, the Company's security interest in Hub City QEI, LLC's (the "Leverage Fund") membership interest in Whitney New Markets CDE 11, LLC, a Louisiana limited liability company ("Whitney"), and CCG Sub-CDE 24, LLC, a Delaware limited liability company ("CCG") and together with Whitney, the "CDE Lenders"). The Company will loan the Grant, along with other funds lent to the Company by Trustmark National Bank ("Trustmark") (collectively, the "Leverage Loan"), to the Leverage Fund pursuant to that certain Loan and Security Agreement by and between the Company and the Leverage Fund (the "Leverage Loan Agreement").

Pursuant to the Leverage Loan Agreement, the Leverage Loan is secured by a UCC-1 Financing Statement covering the Leverage Fund's 100% membership interest in the CDE Lenders (the "Leverage Loan UCC"). The Leverage Fund will then use the proceeds of the Leverage Loan and an equity investment by Trustmark to make equity investments ("QEIs") in the CDE Lenders in exchange for 100% membership interests in the CDE Lenders. In turn, the CDE Lenders will use a portion of the QEIs to make loans (the "QLICI Loans") to Hub City Lofts, LLC (the "Owner"). The QLICI Loans will be secured by a first priority Deed of Trust (the "QLICI Deed of Trust") covering the Property. CCG will use another portion of the QEIs to make an equity investment in Hub City Master Tenant, LLC ("Master Tenant") in exchange for a 100% membership interest in Master Tenant. Master Tenant will then make a loan to the Owner (the "Master Tenant Loan"), which Master Tenant Loan will be secured by a Deed of Trust (the "Master Tenant Deed of Trust") covering the Property. Because the Master Tenant is a pass-through entity for CCG, CCG is the owner of the Master Tenant Deed of Trust.

In the event of a default, the CDE Lenders will foreclose upon the QLICI Deed of Trust, and the Master Tenant will foreclose upon the Master Tenant Deed of Trust. Under the Loan Agreement governing the Master Tenant Loan, the Master Tenant Loan is subordinate to the QLICI Loans. As a result, the CDE Lenders become the owners of the Property. Pursuant to the Leverage Loan UCC, the Company will take possession of the Leverage Fund's 100% membership interest in the CDE Lenders without having to file suit pursuant to Miss. Code § 75-9-609(b)(2). The Company will then be the 100% owner of the CDE Lenders and, as a result, will own the Property by virtue of the foreclosed QLICI Deed of Trust. Pursuant to the Company's pledge of the Pledged Collateral, including the Leverage Loan UCC, to the Subgrantee under the Security Agreement, the Subgrantee will be entitled to the rights of the Company to the Property under the foreclosed QLICI Deed of Trust. Such security rights of the Subgrantee relative to the Property are subordinate and junior to that of Trustmark pursuant to that certain Intercreditor Agreement by and among Trustmark, Subgrantee, and the Company.

ARTICLE I
Miscellaneous

Section 1.1 Governing Law; Venue; etc. This First Amendment shall be construed in accordance with and governed by the laws of the State of Mississippi (without regard to conflict of law principles).

Section 1.2 Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 1.3 Severability. Any provision of this First Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.



City of Hattiesburg, MS

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

Master

File Number: 2013-0784

File ID: 2013-0784

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Agreement for Maintenance of Water Well and
Water Tank at Forrest General Hospital

Final Action: 12/03/2013

Minute Book Number: MB2013-355

Title: Approve and authorize Mayor to execute Agreement for Maintenance of Water
Well and Water Tank owned by Forrest General Hospital

Notes:

Sponsors:

Enactment Date:

Attachments: FGH Water Tank Agreement, executed FGH Water
Tank Agreement

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Approve and authorize Mayor to execute Agreement for Maintenance of Water Well and Water Tank owned by Forrest General Hospital.							
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 2013-0784

Title

Approve and authorize Mayor to execute Agreement for Maintenance of Water Well and Water Tank
owned by Forrest General Hospital

Summary
Budget Information
Expenditure Type
Purchasing Item
Publication Information

AGREEMENT FOR MAINTENANCE OF WATER WELL AND WATER TANK OWNED BY FORREST GENERAL HOSPITAL

THIS AGREEMENT ("Agreement") is made and entered into effective upon the Commencement Date by and between the City Hattiesburg a political subdivision of the State of Mississippi ("Hattiesburg") and Forrest County General Hospital, a political subdivision of the State of Mississippi, located at 6051 Highway 49 South, Hattiesburg, Mississippi 39402-7243 ("Forrest General"), collectively "the Parties."

RECITALS

WHEREAS, following the damage to utility infrastructure caused by Hurricane Katrina Forrest General was without water service for several days and was unable to provide vital medical care services;

WHEREAS, in order to minimize future disruption of vital medical care services at Forrest General in the event of another natural disaster Forrest General put in place facilities to provide backup utility services, including among others, water facilities;

WHEREAS, Forrest General has caused to be constructed on its property a 1,000 GPM water well, a pump, a 750,000 gallon elevated water tank, and related equipment and structures (collectively referred to as the "Water Facilities") to minimize future disruption of vital medical services; ;

WHEREAS, Hattiesburg desires to have access and use of water from said Water Facilities on an as needed basis; and,

WHEREAS, the Parties intend that Forrest General shall have exclusive use of Water Facilities during those times when Hattiesburg is unable to supply a sufficient amount of water to Forrest General, to ensure the uninterrupted provision of medical service at Forrest General.

NOW THEREFORE for value received, the Parties; intending to be legally bound, hereby mutually agree as follows:

TERMS AND CONDITIONS

Water Facilities

1. The parties acknowledge that Forrest General owns exclusively the Water Facilities located on its property at 6051 Highway 49 South, Hattiesburg, Mississippi. The Water Facilities shall not be subject to or encumbered by any lien, mortgage, or encumbrance of Hattiesburg or any third party.

Operations and Maintenance

2. Hattiesburg shall maintain said water tank and well and keep it in compliance with all regulations as required by the State of Mississippi. Hattiesburg will operate and maintain the Water Facilities in accordance with manufacturers' specifications, and all applicable laws, rules and regulations. Hattiesburg shall maintain the Water Facilities in good working condition and in accordance with all manufacturers' recommended service procedures. Hattiesburg shall be responsible to provide ongoing maintenance of the Water Facilities. **At its expense** Hattiesburg shall add the Water Facilities to the maintenance contract that Hattiesburg has for each of the water tanks and related facilities that it owns or operates. In addition, Hattiesburg shall amend the Maintenance Contract to provide that Forrest General is a third party beneficiary thereof for the specific water tank located on Forrest General property. A copy of the Maintenance Contract, as so amended, shall be provided to Forrest General. Hattiesburg shall provide periodic inspections and recoating of the tank and periodic maintenance as prescribed by the pump manufacturer; annual testing of the well to verify that water volume, well depth and other design specifications and conditions are being maintained as designed; and routine testing/inspections of the water treatment system per applicable state or local codes to assure requisite quality standards. All such documentation of inspection and maintenance of the water tank shall be maintained by Hattiesburg and a copy provided to Forrest General.

3. Forrest General shall provide Hattiesburg with access to said facility by providing Hattiesburg with a key and/or combination to any locks used to secure said facility. Access to the inside of the tower base must be coordinated with Forrest General Maintenance Department (601-288-2700).

4. Forrest General will maintain the exterior of the water well building to insure exterior appearance consistency with the generator/power building located on its campus.

5. Forrest General reserves the right to the interior space inside the elevated tank column for its use.

Use of Water Facilities

6. During the term of this Agreement, Forrest General shall have the exclusive right to use the Water Facilities for emergency back-up service. Forrest General agrees that Hattiesburg shall have access and use of water from said facility on an as needed basis. However, in the event Hattiesburg is unable to supply a sufficient amount of water to Forrest General to provide uninterrupted medical care and treatment to its patients, then Forrest General shall have the exclusive right to use the Water Facilities. It is Hattiesburg's understanding and the agreement of the Parties that the Water Facilities will provide back-up water supply as a redundant water source such that after notification to the Hattiesburg Public Works Department, Forrest General will have the right to close the valve located on its property to effectuate exclusive and continuous water service to Forrest General.

7. Neither party will sell, assign, or otherwise provide the output of the Water Facilities or this Agreement to any third party without the other's prior written consent.

8. **Term & Termination.** The initial term of this Agreement shall be for five (5) years from the Commencement Date. Provided no event of default has occurred and continued for more than ten (10) days after delivery of written notice, this Agreement shall automatically renew for successive four (4) years terms unless terminated by either party upon written notice of termination delivered at least ninety (90) days prior to the anniversary of the Commencement Date.

Compliance with Laws

9. Hattiesburg and Forrest General will use their best efforts to comply with all laws, ordinances, regulations and requirements applicable thereto (collectively "Laws"). To the extent that compliance with any Laws will require the joint action of both Hattiesburg and Forrest General, each party will fully cooperate with the other but at no expense to such cooperating party.

Environmental Compliance

10. Forrest General's Representation and Warranty. Forrest General represents and warrants that there are no hazardous substances (collectively "Hazardous Substances"), as defined by applicable state and federal environmental laws (collectively "Environmental Laws"), located in, on or under the area where the Water Facilities are located, or that have been handled, generated, stored, processed or discharged from the Site by Forrest General or, to the best of Forrest General's knowledge, after due inquiry and investigation, by any other person, except for those substances used by Forrest General in the ordinary course of its business in compliance with all Environmental Laws and not reasonably expected to give rise to liability under Environmental Laws.

11. Hattiesburg's Representation and Warranty. Hattiesburg represents and warrants that there will be no Hazardous Substances located in, on, or under the Water Facilities, or handled, generated, stored, processed or discharged from the Water Facilities by Hattiesburg during its performance of this Agreement, except for those substances used by Hattiesburg in the ordinary course of its performance of this Agreement in compliance with all Environmental Laws and not reasonably expected to give rise to liability under Environmental Laws.

12. **Water Rate Structure.** Commencing effective thirty (30) days from and after passage of this agreement Hattiesburg agrees that Forrest General will not be billed for the water usage that flows through the water meter that services the tank that is the subject of this agreement nor will Forrest General Hospital pay the sewer service fees based on said meter readings for water.

Insurance

13. Forrest General shall obtain and maintain in full force and effect adequate casualty and liability insurance on the Water Facilities and name Hattiesburg as an additional insured.

14. Hattiesburg shall obtain and maintain in full force and effect liability insurance adequately covering the operation and maintenance of the Water Facilities and shall name Forrest General as an additional Insured.

15. **Choice of law.** The Parties agree that this Agreement shall be interpreted under the laws of the State of Mississippi.

16. **Force Majeure.** Strikes, acts of God, weather conditions, inability, or other matters beyond either party's control shall, not be grounds for a party declaring a default herein.

17. **Effect.** This Agreement shall be binding upon the Parties hereto, their respective successors and assigns, if assignment is permitted.

18. **Entire Agreement:** Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understanding between the parties with respect to the subject matter. Only a written instrument executed by the Parties may amend this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed as of the date of the signature of the last party signing below which shall be the Commencement Date.

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D., Mayor

Date

ATTEST:

CONNIE EVERETT, Deputy City Clerk

FORREST COUNTY GENERAL HOSPITAL
A.K.A. FORREST GENERAL HOSPITAL

Douglas A. Jones
Chief Operating Officer

Date

**AGREEMENT FOR MAINTENANCE OF WATER WELL AND WATER TANK
OWNED BY FORREST GENERAL HOSPITAL**

THIS AGREEMENT ("Agreement") is made and entered into effective upon the Commencement Date by and between the City Hattiesburg a political subdivision of the State of Mississippi ("Hattiesburg") and Forrest General Hospital, a political subdivision of the State of Mississippi, located at 6051 Highway 49 South, Hattiesburg, Mississippi 39402-7243 ("Forrest General"), collectively "the Parties."

RECITALS

WHEREAS, following the damage to utility infrastructure caused by Hurricane Katrina Forrest General was without water service for several days and was unable to provide vital medical care services;

WHEREAS, in order to minimize future disruption of vital medical care services at Forrest General in the event of another natural disaster Forrest General put in place facilities to provide backup utility services, including among others, water facilities;

WHEREAS, Forrest General has caused to be constructed on its property a 1,000 GPM water well, a pump, a 750,000 gallon elevated water tank, and related equipment and structures (collectively referred to as the "Water Facilities") to minimize future disruption of vital medical services; ;

WHEREAS, Hattiesburg desires to have access and use of water from said Water Facilities on an as needed basis; and,

WHEREAS, the Parties intend that Forrest General shall have exclusive use of Water Facilities during those times when Hattiesburg is unable to supply a sufficient amount of water to Forrest General, to ensure the uninterrupted provision of medical service at Forrest General.

NOW THEREFORE for value received, the Parties; intending to be legally bound, hereby mutually agree as follows:

TERMS AND CONDITIONS

Water Facilities

1. The parties acknowledge that Forrest General owns exclusively the Water Facilities located on its property at 6051 Highway 49 South, Hattiesburg, Mississippi. The Water Facilities shall not be subject to or encumbered by any lien, mortgage, or encumbrance of Hattiesburg or any third party.

Operations and Maintenance

2. Hattiesburg shall maintain said water tank and well and keep it in compliance with all regulations as required by the State of Mississippi. Hattiesburg will operate and maintain the Water Facilities in accordance with manufacturers' specifications, and all applicable laws, rules and regulations. Hattiesburg shall maintain the Water Facilities in good working condition and in accordance with all manufacturers' recommended service procedures. Hattiesburg shall be responsible to provide ongoing maintenance of the Water Facilities. **At its expense** Hattiesburg shall add the Water Facilities to the maintenance contract that Hattiesburg has for each of the water tanks and related facilities that it owns or operates. In addition, Hattiesburg shall amend the Maintenance Contract to provide that Forrest General is a third party beneficiary thereof for the specific water tank located on Forrest General property. A copy of the Maintenance Contract, as so amended, shall be provided to Forrest General. Hattiesburg shall provide periodic inspections and recoating of the tank and periodic maintenance as prescribed by the pump manufacturer; annual testing of the well to verify that water volume, well depth and other design specifications and conditions are being maintained as designed; and routine testing/inspections of the water treatment system per applicable state or local codes to assure requisite quality standards. All such documentation of inspection and maintenance of the water tank shall be maintained by Hattiesburg and a copy provided to Forrest General.

3. Forrest General shall provide Hattiesburg with access to said facility by providing Hattiesburg with a key and/or combination to any locks used to secure said facility. Access to the inside of the tower base must be coordinated with Forrest General Maintenance Department (601-288-2700).

4. Forrest General will maintain the exterior of the water well building to insure exterior appearance consistency with the generator/power building located on its campus.

5. Forrest General reserves the right to the interior space inside the elevated tank column for its use.

Use of Water Facilities

6. During the term of this Agreement, Forrest General shall have the exclusive right to use the Water Facilities for emergency back-up service. Forrest General agrees that Hattiesburg shall have access and use of water from said facility on an as needed basis. However, in the event Hattiesburg is unable to supply a sufficient amount of water to Forrest General to provide uninterrupted medical care and treatment to its patients, then Forrest General shall have the exclusive right to use the Water Facilities. It is Hattiesburg's understanding and the agreement of the Parties that the Water Facilities will provide back-up water supply as a redundant water source such that after notification to the Hattiesburg Public Works Department, Forrest General will have the right to close the valve located on its property to effectuate exclusive and continuous water service to Forrest General.

7. Neither party will sell, assign, or otherwise provide the output of the Water Facilities or this Agreement to any third party without the other's prior written consent.

8. **Term & Termination.** The initial term of this Agreement shall be for five (5) years from the Commencement Date. Provided no event of default has occurred and continued for more than ten (10) days after delivery of written notice, this Agreement shall automatically renew for successive four (4) years terms unless terminated by either party upon written notice of termination delivered at least ninety (90) days prior to the anniversary of the Commencement Date.

Compliance with Laws

9. Hattiesburg and Forrest General will use their best efforts to comply with all laws, ordinances, regulations and requirements applicable thereto (collectively "Laws"). To the extent that compliance with any Laws will require the joint action of both Hattiesburg and Forrest General, each party will fully cooperate with the other but at no expense to such cooperating party.

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10. Forrest General's Representation and Warranty. Forrest General represents and warrants that there are no hazardous substances (collectively "Hazardous Substances"), as defined by applicable state and federal environmental laws (collectively "Environmental Laws"), located in, on or under the area where the Water Facilities are located, or that have been handled, generated, stored, processed or discharged from the Site by Forrest General or, to the best of Forrest General's knowledge, after due inquiry and investigation, by any other person, except for those substances used by Forrest General in the ordinary course of its business in compliance with all Environmental Laws and not reasonably expected to give rise to liability under Environmental Laws.

11. Hattiesburg's Representation and Warranty. Hattiesburg represents and warrants that there will be no Hazardous Substances located in, on, or under the Water Facilities, or handled, generated, stored, processed or discharged from the Water Facilities by Hattiesburg during its performance of this Agreement, except for those substances used by Hattiesburg in the ordinary course of its performance of this Agreement in compliance with all Environmental Laws and not reasonably expected to give rise to liability under Environmental Laws.

12. **Water Rate Structure.** Commencing effective thirty (30) days from and after passage of this agreement Hattiesburg agrees that Forrest General will not be billed for the water usage that flows through the water meter that services the tank that is the subject of this agreement nor will Forrest General Hospital pay the sewer service fees based on said meter readings for water.

Insurance

13. Forrest General shall obtain and maintain in full force and effect adequate casualty and liability insurance on the Water Facilities and name Hattiesburg as an additional insured.

14. Hattiesburg shall obtain and maintain in full force and effect liability insurance adequately covering the operation and maintenance of the Water Facilities and shall name Forrest General as an additional Insured.

15. **Choice of law.** The Parties agree that this Agreement shall be interpreted under the laws of the State of Mississippi.

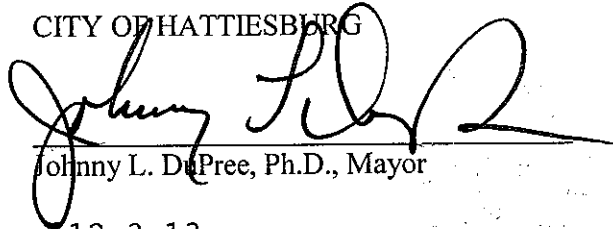
16. **Force Majeure.** Strikes, acts of God, weather conditions, inability, or other matters beyond either party's control shall, not be grounds for a party declaring a default herein.

17. **Effect.** This Agreement shall be binding upon the Parties hereto, their respective successors and assigns, if assignment is permitted.

18. **Entire Agreement:** Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understanding between the parties with respect to the subject matter. Only a written instrument executed by the Parties may amend this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed as of the date of the signature of the last party signing below which shall be the Commencement Date.

CITY OF HATTIESBURG

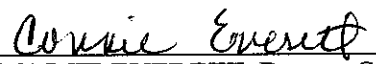


Johnny L. DuPree, Ph.D., Mayor

12-3-13

Date

ATTEST:


CONNIE EVERETT, Deputy City Clerk

FORREST COUNTY GENERAL HOSPITAL
A.K.A. FORREST GENERAL HOSPITAL

Douglas A. Jones
Chief Operating Officer

Date



City of Hattiesburg, MS

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

Master

File Number: 2013-0776

File ID: 2013-0776

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Amended Agreement with CHDO - Breakthrough
Community Services

Final Action: 12/03/2013

Minute Book Number: MB2013-355

Title:

Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169), March 22, 2011 (MB 2011-2/285-286), October 16, 2012 (MB 2012-370-371), January 8, 2013 (MB 2013-1/6-7), and June 8, 2013 (MB 2013/177-178) to change the scope of the agreement from "Homebuyer" to "Rental" (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Developer rev Rental CHDO
Breakthrough Community Services 506 Hall Ave
New & Amended Agreement, Executed Hattiesburg
Developer rev Rental CHDO Breakthrough
Community Services 506 Hall Ave New & Amended
Agreement

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	12/03/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169), March 22, 2011 (MB 2011-2/285-286), October 16, 2012 (MB 2012-370-371), January 8, 2013 (MB 2013-1/6-7), and June 8, 2013 (MB 2013/177-178) to change the scope of the agreement from "Homebuyer" to "Rental" (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2013-0776

Title

Approve Amendment to the CHDO contract with Breakthrough Community Services (found at MB 2010-4 / 26-37) and amended September 7, 2010 (MB 2010-5 / 167-169), March 22, 2011 (MB 2011-2/285-286), October 16, 2012 (MB 2012-370-371), January 8, 2013 (MB 2013-1/6-7), and June 8, 2013 (MB 2013/177-178) to change the scope of the agreement from "Homebuyer" to "Rental" (no change to total proposed expenditure) and authorize Mayor to execute agreement in triplicate for same. {Entitlement - HOME}

Summary

Amended Agreement with CHDO - Breakthrough Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AMENDMENT TO AGREEMENT

RENTAL REHABILITATION AGREEMENT BETWEEN THE CITY OF HATTIESBURG AND BREAKTHROUGH COMMUNITY SERVICES

THIS AGREEMENT, entered into the 6th day of July, 2010, by and between the City of Hattiesburg (hereinafter referred to as the “CITY”), and **Breakthrough Community Services**, a nonprofit corporation (hereinafter referred to as the “DEVELOPER”) whose principal office is located at **1313 Country Club Road, Hattiesburg, MS 39401**.

WHEREAS, on the 3rd day of December, 2013, the CITY and the DEVELOPER wish to change the scope of the July 6, 2010 agreement as well as all subsequent amendments prior to the 3rd day of December, 2013, to allow the DEVELOPER to operate the developed property as a HOME-funded rental unit;

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. **CITY**– the City of Hattiesburg’s Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.
- C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.

- D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.
- E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.
- F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.
- G. **IDIS** – Integrated Disbursement and Information System.
- H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **July 6, 2010, having been previously established under an agreement of differing scope and herein amended**, and shall end on or before the Project Completion deadline of **March 31, 2029** unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **\$59,318.68 (\$49,999.88 in CHDO Reserve Funding and \$9,318.80 in CHDO Operating Funding)**, in accordance with the attached budget hereby attached as Exhibit (n/a as funds were expended according to a budget under a previously executed agreement related to this project site). It is acknowledged by the CITY and the DEVELOPER, however, that these funds were disbursed under the terms of a previously existing agreement which is herein amended, and that this agreement is hereby established solely as an administrative tool prescribed to see through the completion of the project and the fulfillment of the affordability period. No additional HOME funds will be expended in completing this project.

Interim Milestones/Deadlines (list below):

<i>Milestone</i>	<i>Deadline</i>
All related development having been complete prior to this amendment, the only remaining benchmark is the leasing of the unit, expected as follows:	
Unit leased to eligible renter & accomplishment reported to City	December 31, 2013

1. This project is subject to ongoing affordability requirements of the HOME program for **15** years from the date of initial occupancy. During this compliance period, the

DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.
3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.
4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.
5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.
6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as exhibit (n/a – **as development-related scope of work was fulfilled prior to the establishment of this amendment, the remaining scope of work is to lease the unit to an income eligible household, to successfully manage the property, and to see to the fulfillment of the affordability period.**). The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the “WORK”) necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description (insert project description, including HOME-assisted unit’s description & compliance term): **The unit at 506 Hall Avenue, having been acquired and rehabilitated under the terms of the agreement prior to this amendment is to be brought into service as a**

rental unit for an income-eligible household. The unit will remain as an affordable unit for the duration of the affordability period. HOME funds having been used prior to this amendment, no additional HOME funds will be expended in the completion of this activity.

Project Address: 506 Hall Avenue, Hattiesburg, MS 39401

Legal description:

1 W 40 FT LOT 8 & E 20 FT OF 9

2 BLK 3 F BEINER S/D

3 PREV #:H0040-01-015

Section IV – Reimbursement of Expenses

- 1. * No additional HOME funds will be expended or reimbursed as a part of this agreement – as specified previously in Sections II and III. Under the agreement, prior to this amendment, \$59,318.68 in HOME funds is already expended.**
2. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
3. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.
2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.
4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.
5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.
7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.
9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: <https://www.epls.gov/>.
10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.
11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.
13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.
14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.
15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breach thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.
19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.
20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.
21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.
22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***“Technical Guide for Determining Income and Allowances Under the HOME Program”*** in accordance with the requirements under 24 CFR Part 5 found at: <http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm>.
23. With respect to rental units not less than one hundred percent 100 % of:
 - a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or
 - b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or
 - c) The dwelling units assisted with such funds are occupied by such households.

24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists of five (5) or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.
25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
26. If the unit is sold through a lease-purchase agreement or after initial lease-up, the DEVELOPER will ensure compliance with 92.255.
27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.
28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.
29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.
30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in **Section V, Part 31 – Project Rents**, for the type and size of unit. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

- a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as

determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units. The utility allowance will be deducted from the rent charged to the tenant. The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance
4 Bedroom	1	0	TBD	(maximum=\$936.00 minus utility allowance)

32. All proposed rent and utility allowances must be approved by the CITY.

33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ten years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i). The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section

42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

36. The tenant protection requirements of 92.253 apply to this project.

- a. *Lease*. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.
- b. *Prohibited lease terms*. The lease may not contain any of the following provisions:
 - i. *Agreement to be sued*. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - ii. *Treatment of property*. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - iii. *Excusing owner from responsibility*. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - iv. *Waiver of notice*. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - v. *Waiver of legal proceedings*. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - vi. *Waiver of a jury trial*. Agreement by the tenant to waive any right to a trial by jury;

- vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:
- i. Are consistent with the purpose of providing housing for very low-income and low-income families;
 - ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.
37. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **Zero and 00/100 (\$0.00) – having invested \$59,318.68 under the agreement prior to this amendment.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.
2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see exhibit __ (n/a) __, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.
3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.
4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.
5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.
7. DEVELOPER Fee

(Inapplicable to this activity, CHDO Operating Funds having been included in the scope of the agreement prior to this amendment and are referenced in Section II, herein.)

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

- a) For new construction projects that involve site acquisition:
 - 1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.
- b) For existing properties already owned by the DEVELOPER
 - 1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.
- c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.
- d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
 - 1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
 - 2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.
- e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITY or an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

- f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.
 - g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.
- 9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
 - 10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.
 - 11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.
 - 12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.
 - 13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.
 - 14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Payments of principal and interest on loans made using HOME funds;
3. Proceeds from the sale of loans made with HOME funds;
4. Proceeds from the sale of obligations secured by loans made with HOME funds;
5. Interest earned on program income pending its disposition; and
6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.
2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

City of Hattiesburg, Mississippi

Breakthrough Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____

AMENDMENT TO AGREEMENT

RENTAL REHABILITATION AGREEMENT BETWEEN THE CITY OF HATTIESBURG AND BREAKTHROUGH COMMUNITY SERVICES

THIS AGREEMENT, entered into the 6th day of July, 2010, by and between the City of Hattiesburg (hereinafter referred to as the “CITY”), and **Breakthrough Community Services**, a nonprofit corporation (hereinafter referred to as the “DEVELOPER”) whose principal office is located at **1313 Country Club Road, Hattiesburg, MS 39401**.

WHEREAS, on the 3rd day of December, 2013, the CITY and the DEVELOPER wish to change the scope of the July 6, 2010 agreement as well as all subsequent amendments prior to the 3rd day of December, 2013, to allow the DEVELOPER to operate the developed property as a HOME-funded rental unit;

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. **CITY**– the City of Hattiesburg’s Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.
- C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.

- D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.
- E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.
- F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.
- G. **IDIS** – Integrated Disbursement and Information System.
- H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **July 6, 2010, having been previously established under an agreement of differing scope and herein amended**, and shall end on or before the Project Completion deadline of **March 31, 2029** unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **\$59,318.68 (\$49,999.88 in CHDO Reserve Funding and \$9,318.80 in CHDO Operating Funding)**, in accordance with the attached budget hereby attached as Exhibit (n/a as funds were expended according to a budget under a previously executed agreement related to this project site). It is acknowledged by the CITY and the DEVELOPER, however, that these funds were disbursed under the terms of a previously existing agreement which is herein amended, and that this agreement is hereby established solely as an administrative tool prescribed to see through the completion of the project and the fulfillment of the affordability period. No additional HOME funds will be expended in completing this project.

Interim Milestones/Deadlines (list below):

<i>Milestone</i>	<i>Deadline</i>
All related development having been complete prior to this amendment, the only remaining benchmark is the leasing of the unit, expected as follows:	
Unit leased to eligible renter & accomplishment reported to City	December 31, 2013

1. This project is subject to ongoing affordability requirements of the HOME program for **15** years from the date of initial occupancy. During this compliance period, the

DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.
3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.
4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.
5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.
6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as exhibit (n/a – as development-related scope of work was fulfilled prior to the establishment of this amendment, the remaining scope of work is to lease the unit to an income eligible household, to successfully manage the property, and to see to the fulfillment of the affordability period.). The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the “WORK”) necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description (insert project description, including HOME-assisted unit’s description & compliance term): **The unit at 506 Hall Avenue, having been acquired and rehabilitated under the terms of the agreement prior to this amendment is to be brought into service as a**

rental unit for an income-eligible household. The unit will remain as an affordable unit for the duration of the affordability period. HOME funds having been used prior to this amendment, no additional HOME funds will be expended in the completion of this activity.

Project Address: 506 Hall Avenue, Hattiesburg, MS 39401

Legal description:

- 1 W 40 FT LOT 8 & E 20 FT OF 9
- 2 BLK 3 F BEINER S/D
- 3 PREV #:H0040-01-015

Section IV – Reimbursement of Expenses

1. * No additional HOME funds will be expended or reimbursed as a part of this agreement – as specified previously in Sections II and III. Under the agreement, prior to this amendment, \$59,318.68 in HOME funds is already expended.
2. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
3. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.
2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.
4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.
5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.
7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.
9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: <https://www.epls.gov/>.
10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.
11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.
13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.
14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.
15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breach thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.
19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.
20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.
21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.
22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***“Technical Guide for Determining Income and Allowances Under the HOME Program”*** in accordance with the requirements under 24 CFR Part 5 found at: <http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm>.
23. With respect to rental units not less than one hundred percent 100 % of:
 - a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or
 - b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or
 - c) The dwelling units assisted with such funds are occupied by such households.

24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists of five (5) or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.
25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).
26. If the unit is sold through a lease-purchase agreement or after initial lease-up, the DEVELOPER will ensure compliance with 92.255.
27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.
28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.
29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.
30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. The HOME Assisted Units shall be rented at the amounts set forth in **Section V, Part 31 – Project Rents**, for the type and size of unit. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

- a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as

determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units. The utility allowance will be deducted from the rent charged to the tenant. The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance
4 Bedroom	1	0	TBD	(maximum=\$936.00 minus utility allowance)

32. All proposed rent and utility allowances must be approved by the CITY.

33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ten years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i). The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section

42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

36. The tenant protection requirements of 92.253 apply to this project.

a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

- vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:
- i. Are consistent with the purpose of providing housing for very low-income and low-income families;
 - ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;
 - iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and
 - iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.
37. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **Zero and 00/100 (\$0.00) – having invested \$59,318.68 under the agreement prior to this amendment.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.
2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see exhibit __ (n/a) __, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.
3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.
4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.
5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.
7. DEVELOPER Fee

(Inapplicable to this activity, CHDO Operating Funds having been included in the scope of the agreement prior to this amendment and are referenced in Section II, herein.)
8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERS who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

- a) For new construction projects that involve site acquisition:
 - 1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.
- b) For existing properties already owned by the DEVELOPER
 - 1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.
- c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.
- d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
 - 1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
 - 2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.
- e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITY or an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

- f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.
 - g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.
9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.
11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.
12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.
13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.
14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Payments of principal and interest on loans made using HOME funds;
3. Proceeds from the sale of loans made with HOME funds;
4. Proceeds from the sale of obligations secured by loans made with HOME funds;
5. Interest earned on program income pending its disposition; and
6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

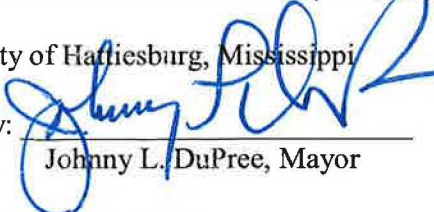
CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.
2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.

IN WITNESS WHEREOF, the Parties have executed and dated this amendment to the contract.

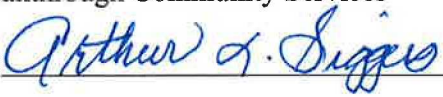
City of Hattiesburg, Mississippi

By: 

Johnny L. DuPree, Mayor

Date: 12-3-13

Breakthrough Community Services

By: 

Date: 12-16-13

Attest: 

City Clerk

Date: 12-3-13

Attest: 

Date: 12/16/13



City of Hattiesburg, MS

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

Master

File Number: 2013-0781

File ID: 2013-0781

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: CDBG Subrecipient - AIDS Services Coalition -
Sheley Place

Final Action: 12/03/2013

Minute Book Number: MB2013-356

Title:

Approve and authorize the execution of a Subrecipient Agreement with AIDS Services Coalition for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing in an amount not to exceed \$200,000 in connection with the City's CDBG/HOME 2013-2017 Consolidated Plan. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: CDBG Subrecipiaent - Supportive Housing - AIDS Services Coalition, Executed Supportive Housing - AIDS Services Coalition

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve and authorize the execution of a Subrecipient Agreement with AIDS Services Coalition for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing in an amount not to exceed \$200,000 in connection with the City's CDBG/HOME 2013-2017 Consolidated Plan. {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 2013-0781

Title

Approve and authorize the execution of a Subrecipient Agreement with AIDS Services Coalition for the Acquisition and Rehabilitation of a multi-unit development to provide permanent supportive housing in an amount not to exceed \$200,000 in connection with the City's CDBG/HOME 2013-2017 Consolidated Plan. {Entitlement}

Summary

CDBG Subrecipient - AIDS Services Coalition - Sheley Place

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
SHELEY PLACE - HOUSING FACILITIES
AIDS SERVICES COALITION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 3rd day of December, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and AIDS Services Coalition (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 169, Hattiesburg, MS 39403) for an amount not to exceed **\$200,000.00**. This agreement shall terminate on or before the 31st day of March 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the acquisition and rehabilitation of multi-unit housing to be used for the purpose of serving homeless populations and those at risk of homelessness through housing and supportive services.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to acquire, rehabilitate, furnish, and otherwise prepare for occupancy, fifteen (15) living units for clients and one (1) unit for supportive office space, meeting space, case work, etc. The Subrecipient intends to benefit approximately 15 people in initial occupancy and support.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from housing-related services at the acquired/rehabilitated location. It is understood that the nature of the Subrecipient's services – such as serving homeless individuals – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due April 10, July 10, October 10 and December 20 of 2014, as well as a Final Report due March 31, 2015, reporting on the number of clients served, necessary income and race/ethnicity demographics, progress toward rehabilitation completion, etc. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate

income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Acquisitions Complete (not a deadline)	April 30, 2014
Construction/Rehabilitation Begins	May 1, 2014
Construction on all units 100% Complete	January 1, 2015
Units occupied / Services Implemented	March 31, 2015
Final CDBG-related information entered into IDIS	March 31, 2015

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 3rd day of December, 2013, and end on the 31st day of March, 2015. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$200,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

	<u>HUD</u>	<u>City CDBG</u>	<u>Private</u>	<u>TOTAL Budget</u>
ACQUISITION/REHAB/ CONSTRUCTION				
1. Acquisition	\$100,000.00	\$100,000.00		\$200,000.00
2. Rehabilitation	\$100,000.00	\$100,000.00		\$200,000.00
SUPPORTIVE SERVICES*				
1. Case Management	\$ 40,683.00			\$40,683.00
2. Mental Health Services	\$ 5,001.00			\$ 5,001.00
3. Transportation	\$ 3,000.00			\$ 3,000.00
4. Utilities Deposits	\$ 6,000.00			\$ 6,000.00
OPERATING*				
1. Maintenance/Repair	\$ 45,000.00			\$ 45,000.00
2. Property Taxes and Insurance	\$ 5,001.00			\$ 5,001.00

3. Replacement Reserve (Relocation Assistance)	\$ 40,002.00	\$ 40,002.00
4. Building Security	\$ 8,481.00	\$ 8,481.00
5. Electricity, Gas, and Water	\$ 10,002.00	\$10,002.00
6. Furniture	\$ 7,500.00	\$ 7,500.00
7. Equipment (lease, buy)	\$ 5,001.00	\$ 5,001.00
HMIS*	\$ 3,600.00	\$ 3,600.00
ADMINISTRATION*	\$ 27,861.00	\$ 27,861.00
	\$407,132.00	
Inkind Match		\$ 25,000.00
TOTAL BUDGET		\$ 632,132.00
* These budgets are for the three year grant term.		

Acquisition and Rehabilitation costs four 4-plexes \$200,000.00

TOTAL **\$200,000.00**

NOTES: The budget as it relates to the use of CDBG funds through the City of Hattiesburg allows for only direct costs – no indirect costs will be allowed. Additionally, it is noted that the budget contained herein includes the operating and supportive services budget for a three-year period, covering the uses of other project sources, although the use of CDBG funds through the City of Hattiesburg, and this agreement will be limited to the time period previously stated.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$200,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Requests for funds against the budget contained herein may only be drawn proportionately with other funding sources identified. However, necessary and reasonable costs incurred for acquisition, relocation, and closing costs, incurred prior to the use/request for CDBG funds, may be taken into consideration when determining whether or not the request for CDBG funds remains “proportionate.”

No payment will be made for any purpose unless and until documentation is provided to the City confirming that any relocation requirements as identified in section IX, herein, have been satisfied for the building or unit for which the request for funds is attributable.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient’s financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	AIDS Services Coalition
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kathy Garner, Executive Director P.O. Box 169 Hattiesburg, MS 39403-0169 Phone: (601) 450-4286 Fax:

VI. SPECIAL CONDITIONS

Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to acquisition/rehabilitation/furnishing costs incurred.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this

Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance

of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of

the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: _____

Attest: _____

City Clerk

Date: _____

AIDS Services Coalition

By: _____

Kathy Garner, Executive Director

Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
SHELEY PLACE - HOUSING FACILITIES
AIDS SERVICES COALITION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 3rd day of December, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and AIDS Services Coalition (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 169, Hattiesburg, MS 39403) for an amount not to exceed **\$200,000.00**. This agreement shall terminate on or before the 31st day of March 2015, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the acquisition and rehabilitation of multi-unit housing to be used for the purpose of serving homeless populations and those at risk of homelessness through housing and supportive services.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **SCOPE OF SERVICE**

A. **Activities**

The Subrecipient will utilize the CDBG funding to acquire, rehabilitate, furnish, and otherwise prepare for occupancy, fifteen (15) living units for clients and one (1) unit for supportive office space, meeting space, case work, etc. The Subrecipient intends to benefit approximately 15 people in initial occupancy and support.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from housing-related services at the acquired/rehabilitated location. It is understood that the nature of the Subrecipient's services – such as serving homeless individuals – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due April 10, July 10, October 10 and December 20 of 2014, as well as a Final Report due March 31, 2015, reporting on the number of clients served, necessary income and race/ethnicity demographics, progress toward rehabilitation completion, etc. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. **National Objectives**

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate

income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Acquisitions Complete (not a deadline)	April 30, 2014
Construction/Rehabilitation Begins	May 1, 2014
Construction on all units 100% Complete	January 1, 2015
Units occupied / Services Implemented	March 31, 2015
Final CDBG-related information entered into IDIS	March 31, 2015

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 3rd day of December, 2013, and end on the 31st day of March, 2015. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to \$200,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

	<u>HUD</u>	<u>City CDBG</u>	<u>Private</u>	<u>TOTAL Budget</u>
ACQUISITION/REHAB/ CONSTRUCTION				
1. Acquisition	\$100,000.00	\$100,000.00		\$200,000.00
2. Rehabilitation	\$100,000.00	\$100,000.00		\$200,000.00
SUPPORTIVE SERVICES*				
1. Case Management	\$ 40,683.00			\$40,683.00
2. Mental Health Services	\$ 5,001.00			\$ 5,001.00
3. Transportation	\$ 3,000.00			\$ 3,000.00
4. Utilities Deposits	\$ 6,000.00			\$ 6,000.00
OPERATING*				
1. Maintenance/Repair	\$ 45,000.00			\$ 45,000.00
2. Property Taxes and Insurance	\$ 5,001.00			\$ 5,001.00

3. Replacement Reserve (Relocation Assistance)	\$ 40,002.00	\$ 40,002.00
4. Building Security	\$ 8,481.00	\$ 8,481.00
5. Electricity, Gas, and Water	\$ 10,002.00	\$10,002.00
6. Furniture	\$ 7,500.00	\$ 7,500.00
7. Equipment (lease, buy)	\$ 5,001.00	\$ 5,001.00
HMIS*	\$ 3,600.00	\$ 3,600.00
ADMINISTRATION*	\$ 27,861.00	\$ 27,861.00
	\$407,132.00	
Inkind Match		\$ 25,000.00
		\$ 25,000.00
TOTAL BUDGET		\$ 632,132.00
* These budgets are for the three year grant term.		

Acquisition and Rehabilitation costs four 4-plexes \$200,000.00

TOTAL \$200,000.00

NOTES: The budget as it relates to the use of CDBG funds through the City of Hattiesburg allows for only direct costs – no indirect costs will be allowed. Additionally, it is noted that the budget contained herein includes the operating and supportive services budget for a three-year period, covering the uses of other project sources, although the use of CDBG funds through the City of Hattiesburg, and this agreement will be limited to the time period previously stated.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$200,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Requests for funds against the budget contained herein may only be drawn proportionately with other funding sources identified. However, necessary and reasonable costs incurred for acquisition, relocation, and closing costs, incurred prior to the use/request for CDBG funds, may be taken into consideration when determining whether or not the request for CDBG funds remains “proportionate.”

No payment will be made for any purpose unless and until documentation is provided to the City confirming that any relocation requirements as identified in section IX, herein, have been satisfied for the building or unit for which the request for funds is attributable.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient’s financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	AIDS Services Coalition
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kathy Garner, Executive Director P.O. Box 169 Hattiesburg, MS 39403-0169 Phone: (601) 450-4286 Fax:

VI. SPECIAL CONDITIONS

Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to acquisition/rehabilitation/furnishing costs incurred.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this

Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance

of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of

the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

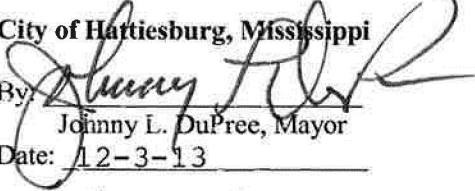
XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

By: 
Johnny L. DuPree, Mayor

Date: 12-3-13

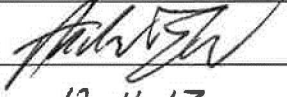
Attest: 
City Clerk

Date: 12-3-13

AIDS Services Coalition

By: 
Kathy Garner, Executive Director

Date: 12-11-13

Attest: 

Date: 12-11-13



City of Hattiesburg, MS

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

Master

File Number: 2013-0770

File ID: 2013-0770

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/21/2013

Brief Title: Housing Repair Grant Award - 108 East 8th Street

Final Action: 12/03/2013

Minute Book Number: MB2013-356

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Katie Booth 108 East 8th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & K. Booth Agreement 11.21.13, Grant Agreement - K. Booth (\$10K-) 11.21.13, executed COHCD Contractor & K. Booth Agreement 11.21.13, executed Grant Agreement - K. Booth (\$10K-) 11.21.13

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Katie Booth 108 East 8th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0770

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Katie Booth 108 East 8th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Katie Booth of 108 East 8th Street, Hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 108 East 8th Street Project by COHCD, said work to be performed on the structure(s)/property located at 108 East 8th Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand eight hundred dollars and 00/100 (\$9,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 108 East 8th Street for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Katie Booth, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Katie Booth of 108 East 8th Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Katie Booth of 108 East 8th Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Katie Booth of 108 East 8th Street, Hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 108 East 8th Street Project by COHCD, said work to be performed on the structure(s)/property located at 108 East 8th Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand eight hundred dollars and 00/100 (\$9,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

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Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

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8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 108 East 8th Street for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Katie Booth, Homeowner

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 12-3-13

Contractor

By: _____

Date: _____

Attest: Connie Everett

City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Katie Booth of 108 East 8th Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature _____

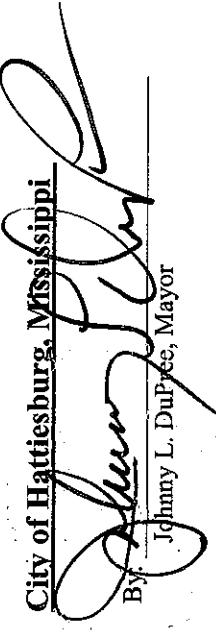
Spouse's Signature _____

GRANT AWARD

The Homeowner(s), Katie Booth of 108 East 8th Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: 
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: Connie Ewert
City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0769

File ID: 2013-0769

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/21/2013

Brief Title: Housing Repair Grant Award - 406 East 7th Street

Final Action: 12/03/2013

Minute Book Number: MB2013-356-357

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wallace Berry of 406 East 7th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E).
{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & W. Berry Agreement 11.21.13, Grant Agreement - W. Berry (\$10K-) 11.21.13, executed COHCD Contractor & W. Berry Agreement 11.21.13, executed Grant Agreement - W. Berry (\$10K-) 11.21.13

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wallace Berry of 406 East 7th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0769

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wallace Berry of 406 East 7th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Wallace Berry of 406 East 7th Street, Hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 406 East 7th Street Project by COHCD, said work to be performed on the structure(s)/property located at 406 East 7th Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand eight hundred dollars and 00/100 (\$9,800.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

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2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 406 East 7th Street for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Wallace Berry, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
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6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
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10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
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14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Wallace Berry of 406 East 7th Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Wallace Berry of 406 East 7th Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Wallace Berry of 406 East 7th Street, Hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

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10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Wallace Berry, Homeowner

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPre, Mayor

Date: 12-3-13

Contractor

By: _____

Date: _____

Attest: _____

Connie Emmett
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
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9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
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12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Wallace Berry of 406 East 7th Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature _____

Spouse's Signature _____

GRANT AWARD

The Homeowner(s), Wallace Berry of 406 East 7th Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. Dufree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____

Connie Ewart

City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0768

File ID: 2013-0768

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/21/2013

Brief Title: Housing Rehabilitation Grant Award - 122 Cypress Street

Final Action: 12/03/2013

Minute Book Number: MB2013-357

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Lula Wright of 122 Cypress Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & L. Wright Agreement 11.21.13, Grant Agreement - L. Wright (\$25K+) 11.21.13, executed COHCD Contractor & L. Wright Agreement 11.21.13, executed Grant Agreement - L. Wright (\$25K+) 11.21.13

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Lula Wright of 122 Cypress Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0768

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Lula Wright of 122 Cypress Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Lula Wright of 122 Cypress Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 122 Cypress Street Project by COHCD, said work to be performed on the structure(s)/property located at 122 Cypress Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHODCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 122 Cypress Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Lula Wright, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Lula Wright of 122 Cypress Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Lula Wright of 122 Cypress Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Lula Wright of 122 Cypress Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 122 Cypress Street Project by COHCD, said work to be performed on the structure(s)/property located at 122 Cypress Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required

by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
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3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 122 Cypress Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Lula Wright, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____

Connie Everett
City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Lula Wright of 122 Cypress Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Lula Wright of 122 Cypress Street, is hereby awarded a **Housing Rehabilitation Grant** for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. DuPré, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____

Connie Ewertt

City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0767

File ID: 2013-0767

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/21/2013

Brief Title: Housing Rehabilitation Grant Award - 200 Martin Luther King Avenue

Final Action: 12/03/2013

Minute Book Number: MB2013-357

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Jean Watts of 200 Martin Luther King Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & J. Watts Agreement 11.21.13, Grant Agreement - J. Watts (\$25K+) 11.21.13, executed COHCD Contractor & J. Watts Agreement 11.21.13, executed Grant Agreement - J. Watts (\$25K+) 11.21.13

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Jean Watts of 200 Martin Luther King Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0767

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Jean Watts of 200 Martin Luther King Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Jean Watts of 200 Martin Luther King Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 200 Martin Luther King Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 200 Martin Luther King Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the

Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 200 Martin Luther King Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Jean Watts, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Jean Watts of 200 Martin Luther King Avenue,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Jean Watts of 200 Martin Luther King Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 3rd day of December, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Jean Watts of 200 Martin Luther King Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 200 Martin Luther King Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 200 Martin Luther King Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the

Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 200 Martin Luther King Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

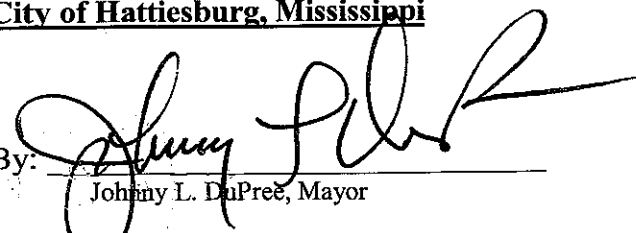
This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

Jean Watts, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

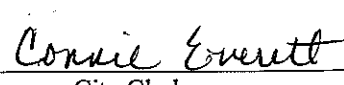
Contractor

By: 
Johnny L. DuPre, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: 
City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Jean Watts of 200 Martin Luther King Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Jean Watts of 200 Martin Luther King Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 3rd day of December, 2013.

City of Hattiesburg, Mississippi

Contractor

By: 
Johnny L. DuPré, Mayor

By: _____

Date: December 3, 2013

Date: _____

Attest: Connie Everett
City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2013-0774

File ID: 2013-0774

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/22/2013

Brief Title: HOME Downpayment Assistance - KC Byrant

Final Action: 12/03/2013

Minute Book Number: MB2013-357-358

Title:

Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Kevin and Char'Lesha Bryant, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-DPA Manual Checks-HOME,
GRANT RECIPIENT AGREEMENT - Bryant,
executed GRANT RECIPIENT AGREEMENT -
Bryant

Enactment Number:

Contact:

Meeting Date: 12/03/2013

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	12/03/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Kevin and Char'Lesha Bryant, and approve and authorize issuance of a manual check for the same, 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 2013-0774

Title

Authorize the Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$10,000 to Kevin and Char'Lesha Bryant, and approve and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Summary

HOME Downpayment Assistance - KC Bryant

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: November 22, 2013

The following request for payment is being submitted for approval during the City Council's December 3, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Kevin and Char'Lesha Bryant (check payable to: "Kevin and Char'Lesha Bryant and Greer Law Firm")
Activity:	Downpayment Assistance
Program:	HOME
Project Site:	3 Grace Court
Amount Requested:	\$10,000.00
Purpose of Request:	Downpayment and closing costs
Work Provided by:	Primary Lender: Habitat for Humanity

GRANT RECIPIENT / HOMEBUYER AGREEMENT

I/we, **Kevin and Char'lesha Bryant**, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnerships (HOME) Homebuyer Assistance Grant Program:

1. HOME grant funds in the amount of **\$10,000** will be reserved to the extent they are available for a HOME down payment assistance grant (forgivable loan) to subsidize the purchase of my/our home.
2. Eligible Usage of HOME down payment assistance funds is limited to downpayment and closing costs.
3. If approved, this agreement will be dated **12/03/2013**. The home must be acquired within sixty (60) days of this award agreement if sweat equity or other special compliance is in process as part of the program to purchase the home.
4. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based upon the total amount of HOME grant funds invested. The period of affordability for this purchase will be **5** years expiring on the anniversary of closing in **2018**. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
5. The appraised value of the property is \$_____ (**TBD prior to closing**).
6. The home must be maintained as the primary residence throughout the period of affordability.
7. Recapture Provision Applies: should the buyer sell, transfer, or otherwise dispose of the property, or should the property cease to be the primary residence of the grantee, a portion of the subsidy (HOME downpayment assistance plus any other HOME direct subsidy as applicable) may be subject to being recaptured by the City of Hattiesburg. The total amount subject to recapture will be the subsidy, reduced pro rata for the number of complete months of the affordability period satisfied, and limited to the net proceeds available.
8. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer will not be charged for this education/training.
9. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA financing is involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
10. HOME grant funds cannot be used to pay liens, judgments or debt collections.
11. All properties built prior to 1978 must pass a visual lead-safe inspection.
12. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.
13. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be provided to the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to, realtor commission fee, appraisal fee, survey fee, flood certificate fee, termite inspection fee, loan origination fee, loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.

14. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult with the Grant Administrator, Department of Community Development.
15. Earnest money may be paid by the homebuyer at the time a sales contract is signed. At loan closing, the amount deposited as earnest money may be used to reduce the principal amount of the loan.
16. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage loan application is submitted.
17. Homebuyers have the option of selecting the house of their choice, their own realtor, and their own financing institution from the list of approved City of Hattiesburg lenders.

I/We have read and understand the contents of this agreement and agree to the terms of the award.

Homebuyer(s): Kevin Bryant Date: 11/25/13
Charlesha Bryant Date: 11/25/13

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender [Signature] Date: 11-25-13

As the grant administrator, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Administrator: Sharon Mark Date: 11-25-13

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Downpayment Award Recipient

By: _____
Johnny L. DuPree, Mayor

By: Kevin Bryant
Kevin Bryant

Charlesha Bryant
Charlesha Bryant

Date: _____

Date: 11/25/13

Attest: _____
Connie Everett, City Clerk

Attest: Robbie Robinson

Date: _____

Date: 11/25/13

GRANT RECIPIENT / HOMEBUYER AGREEMENT

I/we, Kevin and Char'lesha Bryant, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnerships (HOME) Homebuyer Assistance Grant Program:

1. HOME grant funds in the amount of **\$10,000** will be reserved to the extent they are available for a HOME down payment assistance grant (forgivable loan) to subsidize the purchase of my/our home.
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3. If approved, this agreement will be dated **12/03/2013**. The home must be acquired within sixty (60) days of this award agreement if sweat equity or other special compliance is in process as part of the program to purchase the home.
4. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based upon the total amount of HOME grant funds invested. The period of affordability for this purchase will be 5 years expiring on the anniversary of closing in **2018**. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
5. The appraised value of the property is \$ **(TBD prior to closing)**.
6. The home must be maintained as the primary residence throughout the period of affordability.
7. Recapture Provision Applies: should the buyer sell, transfer, or otherwise dispose of the property, or should the property cease to be the primary residence of the grantee, a portion of the subsidy (HOME downpayment assistance plus any other HOME direct subsidy as applicable) may be subject to being recaptured by the City of Hattiesburg. The total amount subject to recapture will be the subsidy, reduced pro rata for the number of complete months of the affordability period satisfied, and limited to the net proceeds available.
8. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer will not be charged for this education/training.
9. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA financing is involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
10. HOME grant funds cannot be used to pay liens, judgments or debt collections.
11. All properties built prior to 1978 must pass a visual lead-safe inspection.
12. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.
13. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be provided to the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to, realtor commission fee, appraisal fee, survey fee, flood certificate fee, termite inspection fee, loan origination fee, loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.

14. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult with the Grant Administrator, Department of Community Development.
15. Earnest money may be paid by the homebuyer at the time a sales contract is signed. At loan closing, the amount deposited as earnest money may be used to reduce the principal amount of the loan.
16. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage loan application is submitted.
17. Homebuyers have the option of selecting the house of their choice, their own realtor, and their own financing institution from the list of approved City of Hattiesburg lenders.

I/We have read and understand the contents of this agreement and agree to the terms of the award.

Homebuyer(s): Kevin Bryant
Charlesha Bryant

Date: 11/25/13
 Date: 11/25/13

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender [Signature]

Date: 11-25-13

As the grant administrator, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Administrator: Sharon Mark

Date: 11-25-13

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: [Signature]
 Johnny L. DuPre, Mayor

Date: 12-3-13

Attest: Connie Everett
 Connie Everett, City Clerk

Date: 12-3-13

Downpayment Award Recipient

By: Kevin Bryant
 Kevin Bryant

Charlesha Bryant
 Charlesha Bryant

Date: 11/25/13

Attest: Robyn Robinson

Date: 11/25/13



City of Hattiesburg, MS

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

Master

File Number: 2013-0790

File ID: 2013-0790

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Contractor's Review Board

Final Action:

Minute Book Number: MB2013-358

Title:

Ratify and confirm the Mayor's re-appointments to the Contractor's Review Board for terms beginning June2, 2012 and ending June 1, 2015 as follows:

Clifford Lockhart (W5) Joe Gray, (W4), Elvin Jackson (W5), Jim Smith (W1), Henry Blakney (2), Don McCleskey(W4),Richard Simmons(W3), Lamar Evans (W4).

Notes:

Sponsors:

Enactment Date:

Attachments:

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	12/03/2013	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointments to the Contractor's Review Board for terms beginning June2, 2012 and ending June 1, 2015 as follows: Clifford Lockhart (W5) Joe Gray, (W4), Elvin Jackson (W5), Jim Smith (W1), Henry Blakney (2), Don McCleskey(W4),Richard Simmons(W3), Lamar Evans (W4). 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 2013-0790

Title

Ratify and confirm the Mayor's re-appointments to the Contractor's Review Board for terms beginning June 2, 2012 and ending June 1, 2015 as follows:

Clifford Lockhart (W5) Joe Gray, (W4), Elvin Jackson (W5), Jim Smith (W1), Henry Blakney (2), Don McCleskey (W4), Richard Simmons (W3), Lamar Evans (W4).

Summary

Contractor's Review Board.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2013-0788

File ID: 2013-0788

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Acknowledge receipt of the two bid purchase docket for the period of October29, 2013 through November 25, 2013

Final Action:

Minute Book Number: MB2013-359

Title:

Acknowledge receipt of the two bid purchase docket for the period of October29, 2013 through November 25, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 12-3-Two Quote Docket, Bid, executed Contract for Landscape Improvements Gordan's Creek at the VFW

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0788

Title

Acknowledge receipt of the two bid purchase docket for the period of October29, 2013 through November 25, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the two bid purchase docket for the period of October29, 2013 through November 25, 2013



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

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: November 26, 2013

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of October 29, 2013, through November 25, 2013 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
OCTOBER 29, 2013 - NOVEMBER 25, 2013

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
NORTHERN TOOL & EQUIP CO PUCKETT RENTS	11/04/13 11/04/13	11/04/13 11/04/13	6,899.99 9,500.00	137978	PRESSURE WASHER TO BE USED WITHIN THE PUBLI
TEMPLE INC POWELL CONSTRUCTION SERVICES INC	11/13/13 11/13/13	11/14/13 11/14/13	5,325.00 6,283.00	138247	REPLACE DAMAGED CONTROL CABINET @ W 4TH ST
SULLIVAN MOTORS CHANCELLOR MOTOR GROUP	11/18/13 11/18/13	11/18/13 11/18/13	38,000.00 41,752.00	138331	NEW 2013 OR NEWER GMC YUKON
FISHERS LANDSCAPING WALTERS CONSTRUCTION CO INC	11/19/13 11/19/13	11/19/13 11/19/13	16,871.25 27,627.50	138364	REPAIRS TO GORDON CREEK BANK STABILIZATION

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 11/04/13
 PO No. 137978
 Req No. 1985

VENDOR MAILING:
 NORTHERN TOOL & EQUIP CO
 PO BOX 1499
 BURNSVILLE MN 55337-1499

PERKINS, SANDE NOEL
 MINUTE BOOK # PENDING
 VENDOR # 90016552

SHIP TO :
 CITY OF HATTIESBURG
 PUBLIC WORKS DEPT
 1202 JAMES STREET
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001221.5700	PRESSURE WASHER	1.00	EA	6,899.9900	6,899.99

SEND METHOD 1 (952)8826927



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,899.99

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.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

NORTHERN TOOL & EQUIP CO
PO BOX 1409
BIRMINGHAM AL 35202-1409

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Jude Martinsen

SIGNATURE [Signature] DATE 10/29/13

Shipping terms are F.O.B. destination, freight prepaid

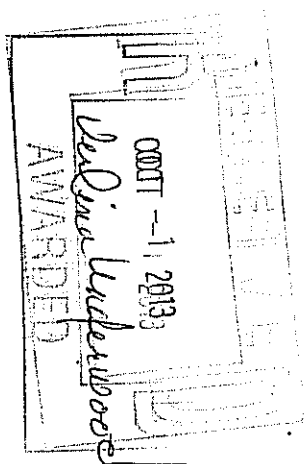
PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

PRESSURE WASHER

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Referenced Cost	Delivery Date	Expired Date
	08/28/13	1.00	EA	\$46899.99	\$46899.99	5-7 business days 11/29/13	11/29/13

2013 1.13

TOTAL BID PRICE \$46899.99



Page No. 10/28/13
Date 1985 09
Order Number

Oct. 29, 2013 2:39PM

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 10/28/13
Date 1585 00
Order Number

PUCKETT RENTIS
7128 US HIGHWAY 49 N
HATTIESBURG MS 39402-9374

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Brian A. Riels

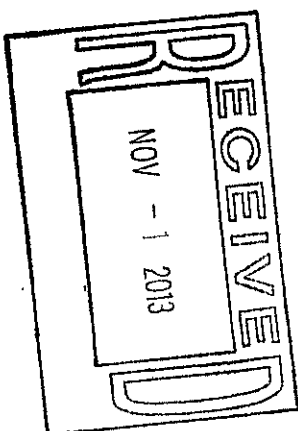
Phone Number . . 601 5454512

SIGNATURE Brian A Riels DATE 10/31/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expir Date
PRESSURE WASHER	08/28/13	1.00	EA	\$9,500.00	\$9,500.00	↓	03/15/14
					3 weeks from date of purchase		
					TOTAL BID PRICE \$9,500.00		



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 11/13/13
PO No. 138247
Req No. 2002

VENDOR MAILING:
TEMPLE INC
50 DAVIS ST NE
PO BOX 2066
DECATUR AL 35602-2066

SHOEMAKE, SHANNON (601) 5454626
MINUTE BOOK # pending
VENDOR # 00002206

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ W 4TH ST & KAY JAMES DR

SEND METHOD 1 (256)3534578

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5540	#ORD57757 CONTROL CABINET (PLUG-INS NOT INCLUDED)	1.00	EA	5,325.0000	5,325.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,325.00

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

43530

TEMPLE INC.
89 DAVIS ST NE
PO BOX 2066
DUCATLIR AL 35602-2066

CITY OF HATTIESBURG,
QUOTE REQUEST RESPONSE FORM

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1806
HATTIESBURG MS 39401

Page No. 1
Date 11/06/13
Order Number 2002 00

Phone Number . . . 601 6454512

PRINTED NAME Temple Inc. Miles Patel
SIGNATURE Miles Patel DATE 11-11-13

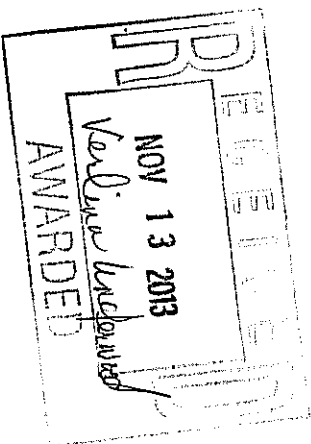
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ 4TH ST & KAY JAMES DR

ITEM DESCRIPTION	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
408137157 CONTROL CABINET (PLUS-INS NOT INCLUDED)	1.00	EA	3,325.00	3,325.00	11/14/13	30

Shoman Shoemaker

TOTAL BID PRICE 5,325.00



NOV-06-2013(WED) 09:55

P. 003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/06/13
Order Number 2002 00POWELL CONSTRUCTION SERV
17300 SPRINGLAKE DR W
VANCELEAVE MS 39565-8145Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Powell Construction Services, Inc.

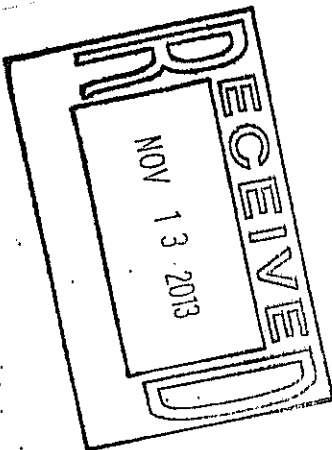
Phone Number . . . 601 5454512

SIGNATURE William E. Powell DATE 11/6/2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ W 4TH ST & KAY JAMES DR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#ORD57757 CONTROL CABINET (PLUG-INS NOT INCLUDED)	11/06/13	1.00	EA	6,283.00	6,283.00	12/12/13	12/29/13

TOTAL BID PRICE 6,283.00

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 11/18/13
PO No. 138331
Req No. 2006

VENDOR MAILING:
SULLIVAN MOTORS
3114 HWY 49
COLLINS MS 39428

UNDERWOOD, VERLINA
MINUTE BOOK # pending
VENDOR # 00087206

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

PROCESSING CODE:

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

001020.7400	2013 OR NEWER YUKON BLACK GMC SLE YUKON WHICH MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS ***PLEASE CALL THE PURCHASING DEPARTMENT 24 HOURS IN ADVANCE TO SCHEDULE PICK UP 601 545 4510***	1.00	EA	38,000.0000	38,000.00
-------------	---	------	----	-------------	-----------

SEND METHOD 1 (601)7653272

Att: Shea



TOTAL CONTRACT AMOUNT NOT TO EXCEED

38,000.00

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.

Body Style: TC10706-2WD

PEG: 3SA-SLE Option Package

Primary Color: 41U-Onyx Black

Trim: 19C-Ebony Cloth Interior Trim

Engine: LMG-Engine: 5.3L, V-8, Flex Fuel, SFI, V-8

Transmission: MYC-Transmission: 6 Speed Auto

Options: 19C-Ebony Cloth Interior Trim

3SA-SLE Option Package

41U-Onyx Black

A95-Seat: High Back Bucket Driver and Passenger

AG1-Power Seat Adjuster (Driver's Side)

AG2-Passenger Power Seat Adjuster

AJ1-Deep Tinted Glass

AM8-Bench Seat 2nd Row

AP3-Remote Start

AS3-Rear Seat, 3rd Row, Three Passenger

AU3-Power Door Locks

B30-Full Floor, Color-Keyed Carpeting

B58-Floor Mats Ft & Rt, Carpeted Insert

B85-Moldings, Body Side, Black or Bright, Package

Dependent

BVE-Assist Steps

C36-Auxiliary Rear Heater

C49-Defogger, Rear Window Electric

C57-GVW Rating 7100 Lbs

CJ2-Climatic Control, Electronic - Dual-zone

DLB-Mirrors, O/S, Power, Heated

DRC-Rear View Mirror w/ Display

E52-Liftgate with Wiper/Washer

FE9-Federal Emissions

G80-Locking Differential, Rear

GU4-Rear Axle 3.08 Ratio

JF4-Pedals Adjustable, Power

K34-Cruise Control

LMG-Engine: 5.3L, V-8, Flex Fuel, SFI, V-8

MYC-Transmission: 6 Speed Auto

N88-Wheel 17" Aluminum, Bright

PDD-Convenience Package

QAN-Tires: P265/70R17 BW All-Season

T96-Fog Lamps, Front

U2K-SinusXM Satellite Radio (subscription)

UD7-Rear Parking Assist

UE1-OnStar Communication System

UK3-Radio Controls-Steering Wheel

UQA-Bose Premium Speaker System

UUI-Radio, AM/FM Stereo, Auto Tone, CD/MP3,

USB Port

UV6-Rear View Camera System

V1K-Bar, Luggage Carrier Center Cross

V54-Luggage Carrier Roof, Painted

V76-Recovery Hooks

VAT-PO - Chrome Grille

VK3-License Plate Front Mounting Hardware

Z82-Heavy-Duty Trailering Package

ZW7-Suspension Package: Smooth Ride

ZY1-Solid Paint Application

43330

SULLIVAN MOTORS
3114 HWY 49
COLLINS MS 39428CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No.
Date 11/15/13
Order Number 2008 00Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

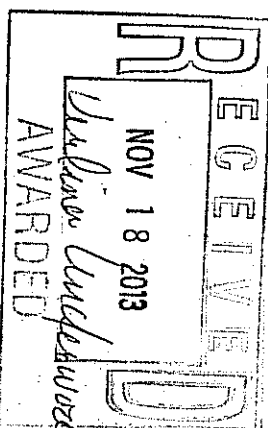
Phone Number . . 501 5454512

PRINTED NAME Tommy MooreSIGNATURE [Signature] DATE 11/15/13

PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
2013 OR NEWER YUKON BLACK GMC SLE YUKON TRUCK MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS	11/15/13	1.00	EA	38,000.00	38,000.00	11/19/13	11/19/13

TOTAL BID PRICE 38,000.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 11/15/13
Order Number 2006 02

CHANCELLOR MOTOR GROUP
2820 MS 15
LAUREL MS 39440

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Raymond Keyes

Phone Number . . 601 5454512

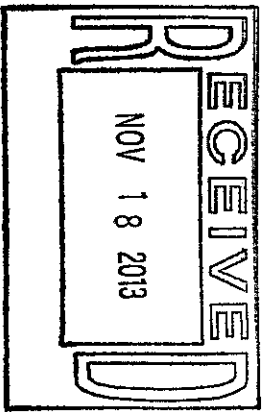
SIGNATURE [Signature] DATE NOV 15TH 2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2013 OR NEWER YUKON BLACK GMC SLE YUKON WHICH MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS	11/15/13	1.00	EA				05/30/2013

TOTAL BID PRICE 41,752



QUOTE REQUEST RESPONSE FORM

Page No. 11/20/13
Date - 2006 00
Order Number : : : : 2006 00

~~DOSSETT PONTIAC-CADILLAC-
1058 W PINE ST
PO BOX 1667
HATTIESBURG MS 39403-1667~~

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME _____

Phone Number . . 601 5454512

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

TOTAL BID PRICE _____

Vendor

d.i.d

not

Respond

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 11/19/13
PO No. 138364
Req No. 1996

VENDOR MAILING:
FISHERS LANDSCAPING
4501 HARDY STREET
HATTIESBURG MS 39402

WAITTS, SHARON
MINUTE BOOK # Pending
VENDOR # 00096711

(601) 5454640

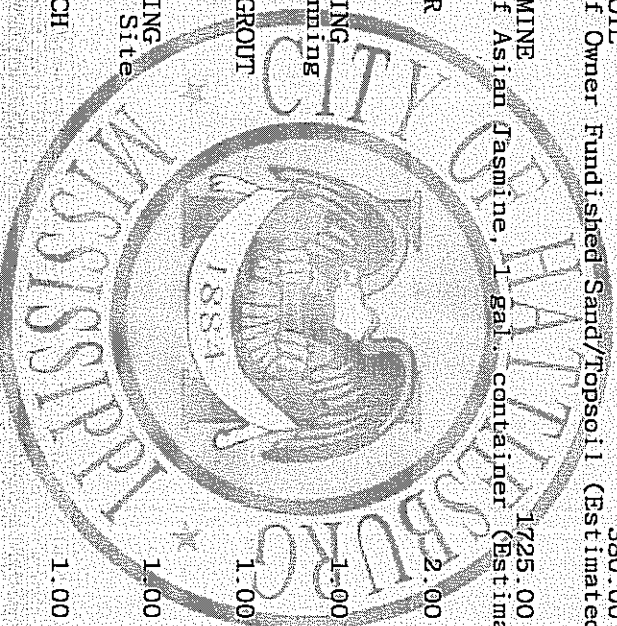
SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

PROCESSING CODE:

SEND METHOD 1 (601)2643400

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001206.6360	MOBILIZATION Mobilization 1 Lump Sum	1.00	EA	650.0000	650.00
001206.6360	VEGETATION Removal of Existing Vegetation 1 Lump Sum	1.00	EA	480.0000	480.00
001206.6360	SAND/TOPSOIL Installation of Owner Fundished Sand/Topsoil (Estimated) 380 C.Y.	380.00	EA	14.0000	5,320.00
001206.6360	ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	1725.00	EA	3.2500	5,606.25
001206.6360	FERTILIZER Fertilizer 2 each	2.00	EA	280.0000	560.00
001206.6360	FLAP PINNING Pocket Flap Pimming 1 Lump Sum	1.00	EA	880.0000	880.00
001206.6360	CONCRETE GROUT Concrete Grout 1 Lump Sum	1.00	EA	849.0000	849.00
001206.6360	OVER SEEDING Overseeding of Site 1 Lump Sum	1.00	EA	250.0000	250.00
001206.6360	SWELL DITCH Swell Ditch 1 Lump Sum	1.00	EA	2,276.0000	2,276.00
TOTAL CONTRACT AMOUNT NOT TO EXCEED					16,871.25



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.

1996 00

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

**LANDSCAPE IMPROVEMENTS
GORDAN'S CREEK AT THE VFW**

**FOR THE
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI**

September 2013

**PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

INFORMATION FOR PROPOSERS

PROPOSALS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", for **LANDSCAPE IMPROVEMENTS TO GORDON'S CREEK AT THE VFW**.

Each PROPOSAL must be submitted on the form provided by the City Purchasing Department, according to the instructions provided with that form. All blank spaces for PROPOSAL prices must be filled in, in ink or typewritten, and the PROPOSAL form must be completed and executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

PROPOSERS must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After PROPOSALS have been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to PROPOSERS prior to PROPOSING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the PROPOSER to perform the WORK, and the PROPOSER 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 PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER fails to satisfy the OWNER that such PROPOSER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified PROPOSAL will not be accepted.

Award will be made to the lowest responsible PROPOSER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to his PROPOSAL.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, Mississippi.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Proposer

Address

(This form included for informational purposes only. Please use form provided by the City Purchasing Department)

PROPOSAL

Landscape Improvements to Gordon's Creek at the VFW					
City of Hattiesburg, MS					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	L.S.		
2	Removal of Existing Vegetation	1	L.S.		
3	Installation of Owner Furnished Sand/topsoil (Estimated)	380	C.Y.		
4	Installation of Asian Jasmine (1 Gallon Container (Estimated)	1725	Each		
5	Fertilizer	2	Each		
6	Pocket Flap Pinning	1	L.S.		
7	Concrete Grout	1	L.S.		
8	Over Seeding of Site	1	L.S.		
9	Swell Ditch	1	L.S.		
Bid Total:					

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between hereinafter called the CONTRACTOR, CITY OF HATTIESBURG hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled

LANDSCAPE IMPROVEMENTS TO GORDON'S CREEK AT THE VFW

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 200.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

N/A

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

City of Hattiesburg

SEAL

BY _____

Title _____ ATTEST _____

CONTRACTOR

SEAL

BY _____

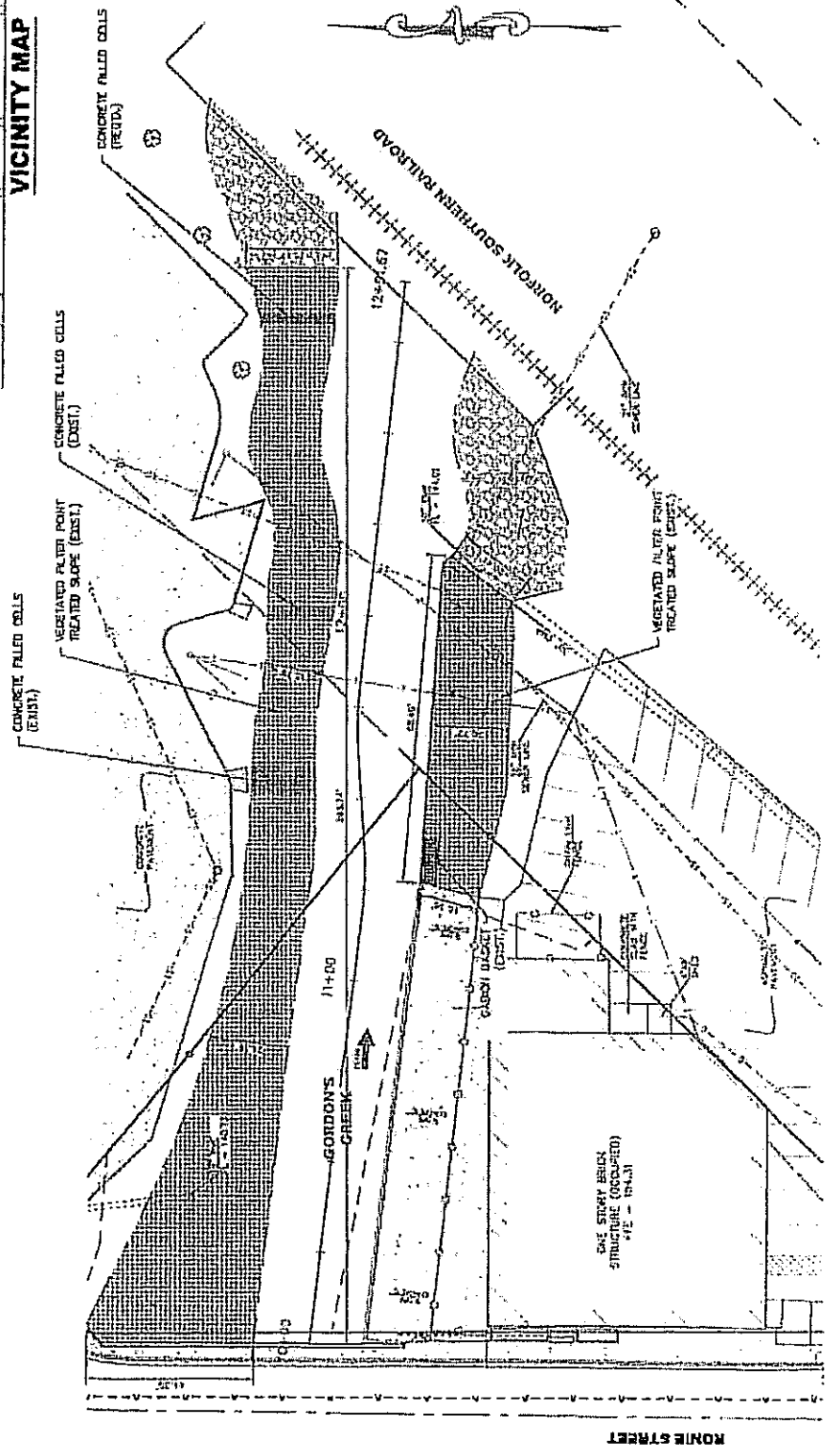
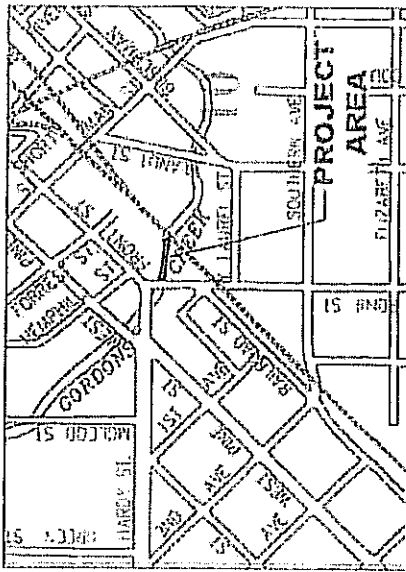
Title _____ ATTEST _____

PROJECT DESCRIPTION:

The project is located in the City of Hattiesburg along a section of Gordon's Creek. In the past year, the City of Hattiesburg has installed drainage improvements to a section of Gordon's Creek as noted on the attached plan. These improvements consisted of a Hydrotex material which allows vegetation growth in pockets of the filter material. These pockets were installed with vegetation and the vegetation is currently dead. At the bottom of the drainage slope, the underlying soil has eroded from the site.

The following is a scope of work to be provided in the proposal.

1. Removal of existing vegetative material. Removal shall consist of all vegetative material on the slope and within the limits of the project.
2. Installation of a sand or topsoil material in pockets of erosion underlying the Hydrotex material. The material will be provided by another party and be installed by the contractor. The material unloaded at the top of the slope and transported from the top of the slope to the eroded areas will be responsibility of the contractor.
3. Contractor shall install concrete grout downstream from the most eastern flume on the north side the drainage project to prevent additional erosion. Plantings will not be required in this area.
4. Contractor shall install plants in existing locations within the Hydrotex material. Any additional topsoil shall be responsibility of the contractor. Plants shall be one gallon in size.
5. Contractor shall pin flaps of cut Hydrotex material to prevent future erosion of material from behind Hydrotex material.
6. Contractor shall excavate a one foot depth vee ditch with 3:1 slopes at the top of the slope on the south side of the project. The swell shall be solid sodded with centipede grass in all areas disturbed on the south side of the project. The contractor may use or dispose of excavated material.
7. Contractor shall over seed entire site with annual grass as necessary to aid in holding granular material until plant establishment.
8. Contractor shall fertilize vegetation prior to completion of project. Contractor shall fertilize project an additional two times in the following year at the beginning of the growing season and early summer.



Plan: Gordon's Creek
Scale 1" = 20'

43630

FISHERS LANDSCAPING
4801 LINDSEY STREET
MATTESBORO MS 39402

CITY OF HATTIESBURG
OFFICE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG
PURCHASING DEPARTMENT
200 S. FRONT ST. 2ND FLOOR
HATTIESBORO MS 39401

Page No. 10/10/13
Date 10/10/13
Order Number 1000 00

Phone Number . . 601 6464512

PRINTED NAME J. Fred Miller * DBA Fishers Landscaping
SIGNATURE [Signature] DATE 10/10/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT NAME: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
MOBILIZATION Mobilization 1 Lump Sum	10/08/13	1.00	EA	4650 ⁰⁰	4650 ⁰⁰		
VEGETATION Removal of Existing Vegetation 1 Lump Sum	10/08/13	1.00	EA	480 ⁰⁰	480 ⁰⁰		
SAND/TOPSOIL Mobilization of Owner Unavailable Sand/Topsoil (Estimated) 380 C.Y.	10/08/13	380.00	EA	14 ⁰⁰	5320 ⁰⁰		
ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	10/08/13	1725.00	EA	3.25	5606 ²⁵		
FERTILIZER Fertilizer 2 each	10/08/13	2.00	EA	280 ⁰⁰	560 ⁰⁰		
FLAP PINNING Pocket Flap Pinning 1 Lump Sum	10/08/13	1.00	EA	880 ⁰⁰	880 ⁰⁰		
CONCRETE GROUT Concrete Grout	10/08/13	1.00	EA	849 ⁰⁰	849 ⁰⁰		

Page 4

41630

CITY OF HATTIESBURG
CIVIL REQUEST RESPONSE FORM

Page No. 10/10/13
Date 10/10/13
Order Number 1096 01

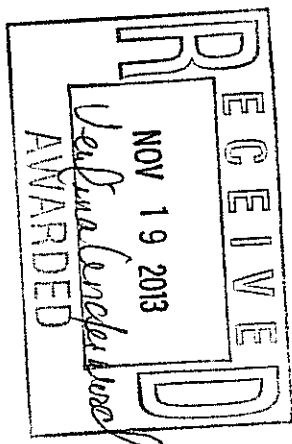
PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expired Date
1 Lamp Sum							
OVER SEEDING Overseeding of Site 1 Lamp Sum	10/08/13	1.00	RA	250.00	250.00		
SMALL DITCH Small Ditch 1 Lamp Sum	10/08/13	1.00	RA	2276.00	2,276.00		

TOTAL BID PRICE

\$16,811.25

Garza



5

P. 6

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

John H. DGA John H. DGA
Name of Firm or Proposer

Mail : P.O. Box 16796 Hattiesburg Ms. 39404
Address #5 Summit Ridge Court
physical : Hattiesburg, Ms. 39402



Mississippi Department of Agriculture and Commerce

Bureau of Plant Industry



Enter the Pest Control / Weed Control
Company Name (or part of the name) to find:

Search for this Company Name

Company	Name	City	Expiration Date	County
Gregory Paul Fisher	Mr. Gregory Fisher			Lamar
FISHER'S LANDSCAPING	Mr. J. Fisher II	HATTIESBURG	7/31/2016	FORREST
Professional Fisheries Services, LLC	Mr. David Hickman	Ferriday	2/20/2014	Out of State

If you have suggestions for new features, please E-Mail us at developer@kellyreg.com.

If you find erroneous data, please e-mail the department at kathyb@mdac.ms.gov. We will respond to all inquiries as soon as possible.

Date Last Updated: 11/14/2013

[Home](#) [Search By:](#) [Operator Company Name](#) [Operator Last Name](#) [Operator License Number](#) [City, County, Zip](#) [License](#) [Permit](#)

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43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 11/04/13
Date 1996 00
Order Number

WALTERS CONSTRUCTION CO I
2051 HIGHWAY 84 E
LAUREL MS 39443-8310

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Scottie Walters
SIGNATURE [Signature] DATE 11/12/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MOBILIZATION Mobilization 1 Lump Sum	10/08/13	1.00	EA	\$3,000.00	\$3,000.00		
VEGETATION Removal of Existing Vegetation 1 Lump Sum	10/08/13	1.00	EA	\$1,000.00	\$1,000.00		
SAND/TOPSOIL Installation of Owner Fundished Sand/Topsoil (Estimated) 380 C.Y.	10/08/13	380.00	EA	\$15.50	\$5,910.00		
ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	10/08/13	1725.00	EA	\$5.50	\$9,487.50		
FERTILIZER Fertilizer 2 each	10/08/13	2.00	EA	\$750.00	\$1,500.00		
FLAP PINNING Pocket Flap Pinning 1 Lump Sum	10/08/13	1.00	EA	\$1,200.00	\$1,200.00		
CONCRETE GROUT Concrete Grout	10/08/13	1.00	EA	\$2,000.00	\$2,000.00		

43530

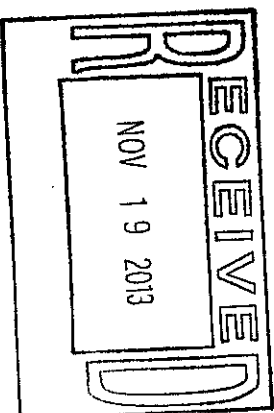
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 11/04/13
Order Number : : : 1996 00

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1 Lump Sum							
OVER SEEDING Overseeding of Site 1 Lump Sum	10/08/13	1.00	EA	\$750.00	\$750.00		
SWELL DITCH Swell Ditch 1 Lump Sum	10/08/13	1.00	EA	\$2,800.00	\$2,800.00		

TOTAL BID PRICE \$27,627.50



PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walters Construction Co., Inc.
Name of Firm or Proposer

2051 Hwy 84 East Laurel, MS 39443
Address

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
OCTOBER 29, 2013 - NOVEMBER 25, 2013

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
NORTHERN TOOL & EQUIP CO POCKET RENTS	11/04/13 11/04/13	11/04/13 11/04/13	6,899.99 9,500.00	137978	PRESSURE WASHER TO BE USED WITHIN THE PUBLI
TEMPLE INC POWELL CONSTRUCTION SERVICES INC	11/13/13 11/13/13	11/14/13 11/14/13	5,325.00 6,283.00	138247	REPLACE DAMAGED CONTROL CABINET @ W 4TH ST
SULLIVAN MOTORS CHANCELLOR MOTOR GROUP	11/18/13 11/18/13	11/18/13 11/18/13	38,000.00 41,752.00	138331	NEW 2013 OR NEWER GMC YUKON
FISHERS LANDSCAPING WALTERS CONSTRUCTION CO INC	11/19/13 11/19/13	11/19/13 11/19/13	16,871.25 27,627.50	138364	REPAIRS TO GORDON CREEK BANK STABILIZATION

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 11/04/13
PO No. 137978
Req No. 1985

VENDOR MAILING:
NORTHERN TOOL & EQUIP CO
PO BOX 1499
BURNSVILLE MN 55337-1499

PERKINS, SANDE NOEL
MINUTE BOOK # PENDING
VENDOR # 90016552

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001221.5700	PRESSURE WASHER	1.00	EA	6,899.9900	6,899.99



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,899.99

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.

NOV-01-2013(FRI) 06:54

011-03-2013(100) 09:04

43530

NORTHERN TOOL & EQUIP CO
PO BOX 1499
BURNSVILLE MN 55337-1499

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

Page No. 10/28/13
Date 1985 04
Order Number

Phone Number . . 601 5454512

PRINTED NAME

Jude Mathisen

SIGNATURE

[Signature]

DATE 10/29/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

ITEM DESCRIPTION

PRESSURE WASHER

Request Date 08/28/13

QTY 1.00

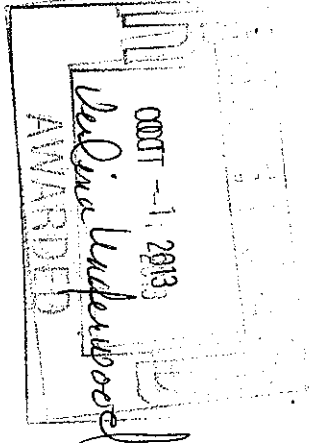
Unit Price \$6899.99

Extented Cost \$6899.99

Delivery Date 11/29/13
Days 30
over late

TOTAL BID PRICE \$6899.99

[Signature] LB



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/28/13
Order Number 1985 02

PUCKETT RENTS
7128 US HIGHWAY 49 N
HATTIESBURG MS 39402-9374

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Brian A. Riess

Phone Number . . 601 5454512

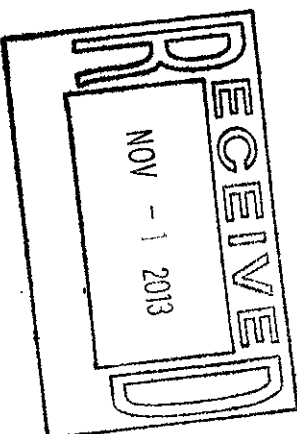
SIGNATURE Brian A. Riess DATE 10/31/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PRESSURE WASHER TO BE USED WITHIN THE PUBLIC WORKS DEPART.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expir Date
PRESSURE WASHER	08/28/13	1.00	EA	\$9,500.00	\$9,500.00	↓	03/15/14

3 weeks from date of purchase
TOTAL BID PRICE \$9,500.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 11/13/13

POINT OF CONTACT:

PO No. 138247
Req No. 2002

VENDOR MAILING:
TEMPLE INC
50 DAVIS ST NE
PO BOX 2066
DECATUR AL 35602-2066

SHOEMAKE, SHANNON
MINUTE BOOK # pending
VENDOR # 00002206

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ W 4TH ST & KAY JAMES DR

SEND METHOD 1 (256)3534578

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5540	#ORD57757 CONTROL CABINET (PLUG-INS NOT INCLUDED)	1.00	EA	5,325.0000	5,325.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,325.00

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.

0001/001
000/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 11/06/13
Order Number 2002

TEMPLE INC
PO BOX 2096
HATTIESBURG AL 36602-2096

CITY OF HATTIESBURG
ENCLOSING DIVISION
220 W FRONT ST 2ND FLOOR
HATTIESBURG MS 39401

PRINTED NAME Temple Inc. Miles Patel

Phone Number . . . 601 5454512

SIGNATURE Miles Patel DATE 11-11-13

Shipping terms are F.O.B. destination, freight prepaid

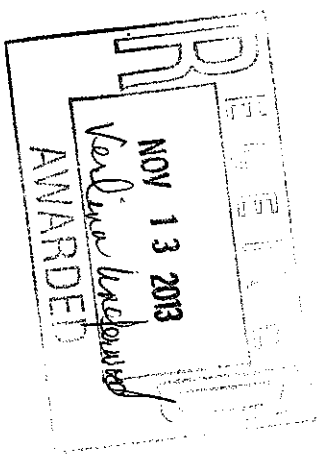
PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ W 4TH ST & KAY JAMES DR

#ORD#7157 CONTROL
CABINET (PLCK-INS NOT INCLUDED)

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expirat Date
	11/06/13	1.00	EA	<u>5,325.00</u>	<u>5,325.00</u>	<u>11/29/13</u>	<u>30</u>

Shannon Shoemaker

TOTAL BID PRICE 5,325.00



NOV-06-2013(WED) 09:55

P. 003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

PORELL CONSTRUCTION SERV
17300 SPRINGLAKE DR W
VANCELEAVE MS 39565-8145

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Porell Construction Services, Inc.

SIGNATURE William E. Porell DATE 11/16/2013

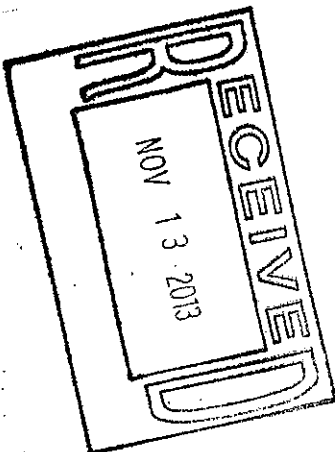
Shipping terms are F.O.B. destination, freight prepaid

Page No. 11/06/13
Date 2002 00
Order Number

PROJECT LINE: REPLACE DAMAGED CONTROL CABINET @ W 4TH ST & KAY JAMES DR

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
#ORD57757 CONTROL CABINET (PLUG-INS NOT INCLUDED)	11/06/13	1.00	EA	6,283.00	6,283.00	12/12/13	12/25/13

TOTAL BID PRICE 6,283.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 11/18/13
PO No. 138331
Req No. 2006

VENDOR MAILING:
SULLIVAN MOTORS
3114 HWY 49
COLLINS MS 39428

UNDERWOOD, VERLINA
MINUTE BOOK # pending
VENDOR # 00087206

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

PROCESSING CODE:

SEND METHOD 1 (601)7653272

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

001020.7400	2013 OR NEWER YUKON BLACK GMC SLE YUKON WHICH MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS ***PLEASE CALL THE PURCHASING DEPARTMENT 24 HOURS IN ADVANCE TO SCHEDULE PICK UP 601 545 4510***	1.00	EA	38,000.0000	38,000.00
-------------	---	------	----	-------------	-----------

Attn: Shea



TOTAL CONTRACT AMOUNT NOT TO EXCEED

38,000.00

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.

Body Style: TC10706-2WD
PEG: 3SA-SLE Option Package
Primary Color: 41U-Onyx Black
Trim: 19C-Ebony Cloth Interior Trim
Engine: LMG-Engine: 5.3L, V-8, Flex Fuel, SFI, V-8
Transmission: MYC-Transmission: 6 Speed Auto
Options: 19C-Ebony Cloth Interior Trim
3SA-SLE Option Package
41U-Onyx Black
A95-Seat: High Back Bucket Driver and Passenger
AG1-Power Seat Adjuster (Driver's Side)
AG2-Passenger Power Seat Adjuster
AJ1-Deep Tinted Glass
AM8-Bench Seat: 2nd Row
AP3-Remote Start
AS3-Rear Seat, 3rd Row, Three Passenger
AU3-Power Door Locks
B30-Full Floor, Color-keyed Carpeting
B58-Floor Mats Frt & Rr, Carpeted Insert
B85-Moldings, Body Side, Black or Bright, Package
Dependent
BVE-Assist Steps
C36-Auxiliary Rear Heater
C49-Defogger, Rear Window Electric
C5Y-GVW Rating 7100 Lbs
CJ2-Climate Control, Electronic - Dual-zone
DL8-Mirrors, O/S, Power, Heated
DRC-Rear View Mirror w/ Display
E52-Liftgate with Wiper/Washer
FE9-Federal Emissions
G80-Locking Differential, Rear
GU4-Rear Axle 3.08 Ratio

JF4-Pedals Adjustable, Power
K34-Cruise Control
LMG-Engine: 5.3L, V-8, Flex Fuel, SFI, V-8
MYC-Transmission: 6 Speed Auto
N88-Wheel 17" Aluminum, Bright
PDD-Convenience Package
QAN-Tires: P265/70R17 BW All-Season
T96-Fog Lamps, Front
U2K-SiriusXM Satellite Radio (subscription)
UD7-Rear Parking Assist
UE1-OnStar Communication System
UK3-Radio Controls -Steering Wheel
UPF-Bluetooth for Phone
UQA-Bose Premium Speaker System
USR-USB Receptacle
UUI-Radio, AM/FM Stereo, Auto Tone, CD/MP3,
USB Port
UVC-Rear View Camera System
V1K-Bar, Luggage Carrier Center Cross
V54-Luggage Carrier Roof, Painted
V76-Recovery Hooks
VAT-LPO - Chrome Grille
VK3-License Plate Front Mounting Hardware
Z82-Heavy-Duty Trailering Package
ZW7-Suspension Package: Smooth Ride
ZY1-Solid Paint Application

43330

SULLIVAN MOTORS
3114 HWY 49
COLLINS MS 39428

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 11/15/13
Order Number 2006 00

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Tommy Moore

SIGNATURE [Signature]

DATE 11/15/13

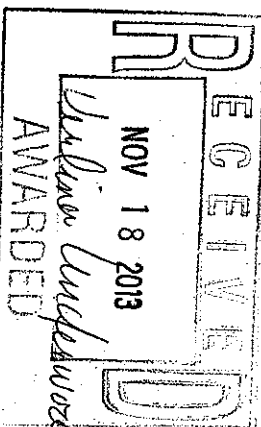
PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
2013 OR NEWER YUKON BLACK GMC SLE YUKON TRAILER MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS	11/15/13	1.00	EA	38,000.00	38,000.00	11/19/13	11/19/13

TOTAL BID PRICE 38,000.00

[Signature]



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 11/15/13
Order Number 2006 00

CHANCELLOR MOTOR GROUP
2820 MS 15
LAUREL MS 39440

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Raymond Keyes

Phone Number . . . 601 5454512

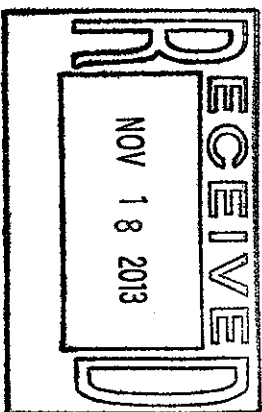
SIGNATURE [Signature] DATE 11/15/2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: NEW 2013 OR NEWER GMC YUKON

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2013 OR NEWER YUKON BLACK GMC SLE YUKON WHICH MEETS OR EXCEEDS THE ATTACHED SPECIFICATIONS	11/15/13	1.00	EA				05/13/2013

TOTAL BID PRICE 41,752



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/20/13
Order Number 2006 00~~DOSETT PONTIAC-CADILLAC-
1053 W PINE ST
PO BOX 1667
HATTIESBURG MS 39403-1667~~Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME _____

Phone Number . . 601 5454512

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

TOTAL BID PRICE _____

Vendor

d.i.d

not

Respond

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page -
Date - 11/19/13

POINT OF CONTACT:

PO No. - 138364
Req No. - 1996

VENDOR MAILING:
FISHERS LANDSCAPING
4501 HARDY STREET
HATTIESBURG MS 39402

WAITTS, SHARON
MINUTE BOOK # Pending
VENDOR # 00096711

(601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG.
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

SEND METHOD 1 (601)2643400

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001206.6360	MOBILIZATION Mobilization 1 Lump Sum	1.00	EA	650.0000	650.00
001206.6360	VEGETATION Removal of Existing Vegetation 1 Lump Sum	1.00	EA	480.0000	480.00
001206.6360	SAND/TOPSOIL Installation of Owner Fundished Sand/Topsoil (Estimated) 380 C.Y.	380.00	EA	14.0000	5,320.00
001206.6360	ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	1725.00	EA	3.2500	5,606.25
001206.6360	FERTILIZER Fertilizer 2 each	2.00	EA	280.0000	560.00
001206.6360	FLAP PINNING Pocket Flap Pinning 1 Lump Sum	1.00	EA	880.0000	880.00
001206.6360	CONCRETE GROUT Concrete Grout 1 Lump Sum	1.00	EA	849.0000	849.00
001206.6360	OVER SEEDING Overseeding of Site 1 Lump Sum	1.00	EA	250.0000	250.00
001206.6360	SWELL DITCH Swell Ditch 1 Lump Sum	1.00	EA	2,276.0000	2,276.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,871.25

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.

1996 00

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**LANDSCAPE IMPROVEMENTS
GORDAN'S CREEK AT THE VFW**

FOR THE

**CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI**

September 2013

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

INFORMATION FOR PROPOSERS

PROPOSALS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", for **LANDSCAPE IMPROVEMENTS TO GORDON'S CREEK AT THE VFW.**

Each PROPOSAL must be submitted on the form provided by the City Purchasing Department, according to the instructions provided with that form. All blank spaces for PROPOSAL prices must be filled in, in ink or typewritten, and the PROPOSAL form must be completed and executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

PROPOSERS must satisfy themselves of the accuracy of the estimated quantities in the PROPOSAL Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After PROPOSALS have been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to PROPOSERS prior to PROPOSING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the PROPOSER to perform the WORK, and the PROPOSER 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 PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER fails to satisfy the OWNER that such PROPOSER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified PROPOSAL will not be accepted.

Award will be made to the lowest responsible PROPOSER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to his PROPOSAL.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, Mississippi.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Proposer

Address

(This form included for informational purposes only. Please use form provided by the City Purchasing Department)

PROPOSAL

Landscape Improvements to Gordon's Creek at the VFW					
City of Hattiesburg, MS					
ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	L.S.		
2	Removal of Existing Vegetation	1	L.S.		
3	Installation of Owner Furnished Sand/topsoil (Estimated)	380	C.Y.		
4	Installation of Asian Jasmine (1 Gallon Container (Estimated)	1725	Each		
5	Fertilizer	2	Each		
6	Pocket Flap Pinning	1	L.S.		
7	Concrete Grout	1	L.S.		
8	Over Seeding of Site	1	L.S.		
9	Swell Ditch	1	L.S.		
Bid Total:					

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between hereinafter called the CONTRACTOR, CITY OF HATTIESBURG hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled

LANDSCAPE IMPROVEMENTS TO GORDON'S CREEK AT THE VFW

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **200.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

N/A

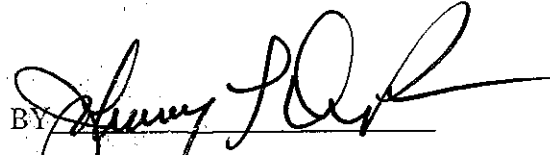
ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

City of Hattiesburg

BY 

SEAL

Title Mayor

ATTEST Connie Everett

CONTRACTOR

SEAL

BY _____

Title _____

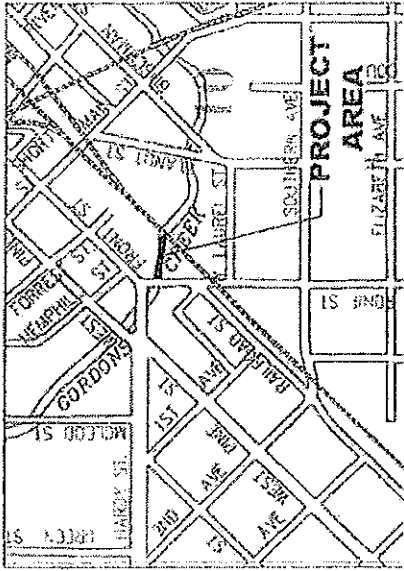
ATTEST _____

PROJECT DESCRIPTION:

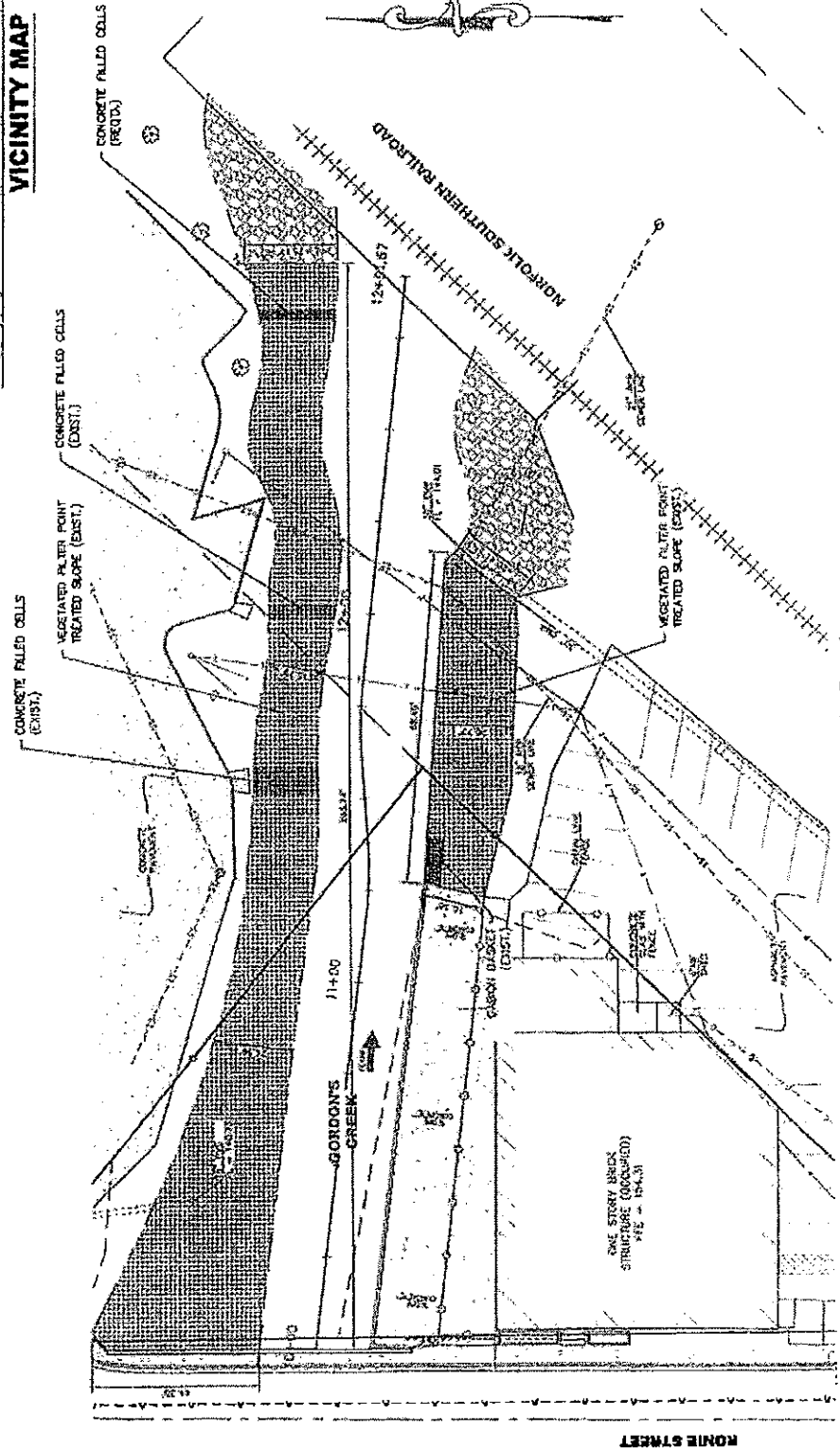
The project is located in the City of Hattiesburg along a section of Gordon's Creek. In the past year, the City of Hattiesburg has installed drainage improvements to a section of Gordon's Creek as noted on the attached plan. These improvements consisted of a Hydrotex material which allows vegetation growth in pockets of the filter material. These pockets were installed with vegetation and the vegetation is currently dead. At the bottom of the drainage slope, the underlying soil has eroded from the site.

The following is a scope of work to be provided in the proposal.

1. Removal of existing vegetative material. Removal shall consist of all vegetative material on the slope and within the limits of the project.
2. Installation of a sand or topsoil material in pockets of erosion underlying the Hydrotex material. The material will be provided by another party and be installed by the contractor. The material unloaded at the top of the slope and transported from the top of the slope to the eroded areas will be responsibility of the contractor.
3. Contractor shall install concrete grout downstream from the most eastern flume on the north side the drainage project to prevent additional erosion. Plantings will not be required in this area.
4. Contractor shall install plants in existing locations within the Hydrotex material. Any additional topsoil shall be responsibility of the contractor. Plants shall be one gallon in size.
5. Contractor shall pin flaps of cut Hydrotex material to prevent future erosion of material from behind Hydrotex material.
6. Contractor shall excavate a one foot depth vee ditch with 3:1 slopes at the top of the slope on the south side of the project. The swell shall be solid sodded with centipede grass in all areas disturbed on the south side of the project. The contractor may use or dispose of excavated material.
7. Contractor shall over seed entire site with annual grass as necessary to aid in holding granular material until plant establishment.
8. Contractor shall fertilize vegetation prior to completion of project. Contractor shall fertilize project an additional two times in the following year at the beginning of the growing season and early summer.



VICINITY MAP



Plan: Gordon's Creek
Scale: 1" = 20'

43630

VIEWERS LANDSCAPING
4801 LINDA STREET
HATTIESBURG MS 39402

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
HATTIESBURG MS 39401

Page No. . . . 10/10/13
Date . . . 10/10/13
Order Number . . . 1006 001

Phone Number . . . 601 6464512

PRINTED NAME J. Fred Filler * DBA Filler's Landscaping
SIGNATURE [Signature] DATE 10/10/13

Shipping terms are F.O.B. destination. Freight prepaid

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
MOBILIZATION Mobilization 1 Lump Sum	10/08/13	1.00	EA	\$650.00	\$650.00		
VEGETATION Removal of Existing Vegetation 1 Lump Sum	10/08/13	1.00	EA	\$480.00	\$480.00		
SAND/TOPSOIL Installation of Owner Unadorned Sand/Topsoil (Not Matured) 350 C.Y.	10/08/13	350.00	EA	\$14.00	\$5320.00		
ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	10/08/13	1725.00	EA	\$3.25	\$5606.25		
FERTILIZER Fertilizer 2 each	10/08/13	2.00	EA	\$280.00	\$560.00		
FRAP PILING Pocket Sand Piling 1 Lump Sum	10/08/13	1.00	EA	\$880.00	\$880.00		
CONCRETE GROUT Concrete Grout	10/08/13	1.00	EA	\$849.00	\$849.00		

Page 4

43630

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 10/10/13
Order Number 1096 00

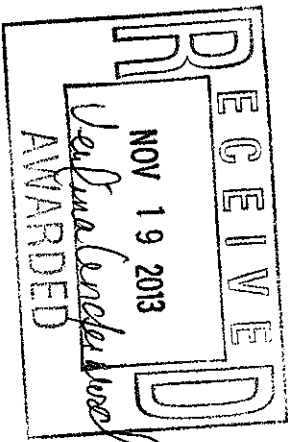
PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT WPB

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
1 Lamp Sign	10/08/13	1.00	EA	250.00	250.00		
OVER SEEDING Overseeding of Site 1 Lamp Sign	10/08/13	1.00	EA	2276.00	2,276.00		
SURETY DITCH Surety Ditch 1 Lamp Sign							

TOTAL BID PRICE

\$16,811.25

Signature



P. 6

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

J. Lee Lee - DBA Lee's Garage
Name of Firm or Proposer

Mail : P.O. Box 16996 Hattiesburg Ms. 39404
Address #5 Summit Ridge Court
physical : Hattiesburg, Ms. 39402



Mississippi Department of Agriculture and Commerce

Bureau of Plant Industry



Enter the Pest Control / Weed Control
Company Name (or part of the name) to find:

Search for this Company Name

Company	Name	City	Expiration Date	County
Gregory Paul Fisher	Mr. Gregory Fisher			Lamar
FISHER'S LANDSCAPING	Mr. J. Fisher II	HATTIESBURG	7/31/2016	FORREST
Professional Fisheries Services, LLC	Mr. David Hickman	Ferriday	2/20/2014	Out of State

If you have suggestions for new features, please E-Mail us at developer@kellyreg.com.

If you find erroneous data, please e-mail the department at kathyb@mdac.ms.gov. We will respond to all inquiries as soon as possible.

Date Last Updated: 11/14/2013

[Home](#) [Search By:](#) [Operator Company Name](#) [Operator Last Name](#) [Operator License Number](#) [City, County, Zip](#) [License](#) [Permit](#)

Copyright © 2000 Kelly Registration Systems

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/04/13
Order Number 1996 00WALTERS CONSTRUCTION CO I
2051 HIGHWAY 84 E
LAUREL MS 39443-8310Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Scottie WaltersSIGNATURE [Signature] DATE 11/12/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MOBILIZATION Mobilization 1 Lump Sum	10/08/13	1.00	EA	\$3,000.00	\$3,000.00		
VEGETATION Removal of Existing Vegetation 1 Lump Sum	10/08/13	1.00	EA	\$1,000.00	\$1,000.00		
SAND/TOPSOIL Installation of Owner Fundished Sand/Topsoil (Estimated) 380 C.Y.	10/08/13	380.00	EA	\$15.50	\$5,890.00		
ASIAN JASMINE Installation of Asian Jasmine, 1 gal. container (Estimated) 1725 Each	10/08/13	1725.00	EA	\$5.50	\$9,487.50		
FERTILIZER Fertilizer 2 each	10/08/13	2.00	EA	\$750.00	\$1,500.00		
FLAP PINNING Pocket Flap Pinning 1 Lump Sum	10/08/13	1.00	EA	\$1,200.00	\$1,200.00		
CONCRETE GROUT Concrete Grout	10/08/13	1.00	EA	\$2,000.00	\$2,000.00		

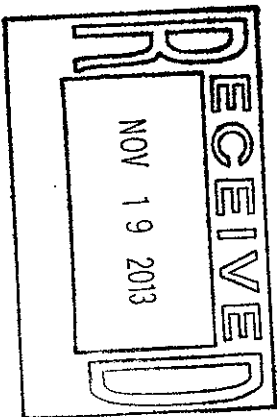
43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 11/04/13²
Date 1996 00
Order Number

PROJECT LINE: REPAIRS TO GORDON CREEK BANK STABILIZATION AT VFW

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1 Lump Sum							
OVER SEEDING Overseeding of Site 1 Lump Sum	10/08/13	1.00	EA	\$750.00	\$750.00		
SWELL DITCH Swell Ditch 1 Lump Sum	10/08/13	1.00	EA	\$2,500.00	\$2,500.00		

TOTAL BID PRICE: \$27,627.50



PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 30 calendar days thereafter.

It is understood that the quantities of work listed for unit prices proposed are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the proposed price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walters Construction Co., Inc.

Name of Firm or Proposer

2051 Hwy 84 East Laurel, MS 39443

Address



City of Hattiesburg, MS

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

Master

File Number: 2013-0786

File ID: 2013-0786

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: NLC Grant Award for "Cities Expanding Health Access for Children and Families"

Final Action:

Minute Book Number: MB2013-359

Title: Acknowledge award of planning grant for the "Cities Expanding Health Access for Children and Families" initiative from the National League of Cities in the amount of \$27,000 for the grant period November 25, 2013 through June 1, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: NLC Grant Award

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0786

Title

Acknowledge award of planning grant for the "Cities Expanding Health Access for Children and Families" initiative from the National League of Cities in the amount of \$27,000 for the grant period November 25, 2013 through June 1, 2014.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

2014 Officers

President

Christopher B. Coleman
Mayor
Saint Paul, Minnesota

First Vice President

Ralph E. Becker
Mayor
Salt Lake City, Utah

Second Vice President

Melodee Colbert Kean
Mayor
Joplin, Missouri

Immediate Past President

Marie Lopez Rogers
Mayor
Avondale, Arizona

Executive Director

Clarence E. Anthony
Deputy Director
Antoinette A. Samuel

November 25, 2013

Maxine Coleman
Neighborhood Development Coordinator
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Dear Ms. Coleman:

The National League of Cities (NLC), through its Institute for Youth, Education and Families (YEF Institute), is pleased to provide the City of Hattiesburg with a \$27,000.00 planning grant for the *Cities Expanding Health Access for Children and Families* initiative for the grant period **November 25, 2013 through June 1, 2014.**

The purpose of this grant is to help participating cities develop formal business plans for city-led health benefit outreach campaigns aimed at enrolling eligible children and families in Medicaid and the Children's Health Insurance Program (CHIP).

Grant funds may be spent on costs identified in the project budget. NLC staff will be in contact with you to discuss any adjustments that may be needed in specific line items of your proposed budget.

In addition to funding, NLC will provide technical assistance to support the development of comprehensive business plans to support the project's goals. Technical assistance will be provided in the form of three to four monthly one-on-one project update phone calls with individual city teams and also monthly group conference calls with all participating cities. Site visits to convene stakeholders and provide in-person assistance may be conducted when needed and to the extent that NLC's resources permit. At the end of the grant period, participating cities' business plans will be considered as the basis for selecting a group of six cities that will be awarded implementation grants of up to \$260,000 per city and additional technical assistance from NLC for campaign implementation over the following 18 months.

By accepting this grant, the City of Hattiesburg agrees to:

- Select a team lead within the city government that will act as a primary contact with the YEF Institute;
- Keep NLC project staff apprised of planning progress, including setbacks or unexpected challenges throughout the grant period;
- Ensure that members of the project team and stakeholders (school representatives, health clinics, non-profits, etc.) participate in regularly scheduled one-on-one project update calls;



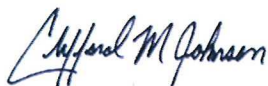
Page Two

- Ensure that at least one member of the project team participates in all monthly group conference calls;
- Provide a short progress update at the midpoint of the planning process (**February 2014**);
- Attend the project cross-site meeting (location TBD) in **March 2014**; and
- Submit a final business plan for campaign implementation with a financial report showing how planning grant funds were spent to NLC by **June 1, 2014**.

To accept this grant and facilitate the transfer of funds, please complete and return the attached Grant Receipt Statement and Grant Disbursement Form via fax (202-626-3117) or email (schluckebier@nlc.org). Please submit Grant Receipt Statements by **Friday, December 6, 2013**, and please submit Grant Disbursement Forms no later than **Friday, December 13, 2013**. If these deadlines present a challenge for your city, please let us know as soon as possible.

We look forward to working with you and your team as you lead efforts to expand health care access to children and families. If you have any questions or would like more information, please contact Dawn Schluckebier (schluckebier@nlc.org or 202-626-3040).

Sincerely,



Clifford M. Johnson
Executive Director
NLC
Institute for Youth, Education and Families





City of Hattiesburg, MS

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

Master

File Number: 2013-0787

File ID: 2013-0787

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Authorize Mayor to Renew Agreement between the City of Hattiesburg and MBI for annual monitoring of alarm system located in the Hub City Transit Department in the amount not to exceed \$700.00 for the period of 11/01/12 to 10/31/13

Final Action:

Minute Book Number: MB2013-359

Title:

Authorize Mayor to Renew Agreement between the City of Hattiesburg and MBI for annual monitoring of alarm system located in the Hub City Transit Department in the amount not to exceed \$700.00 for the period of 11/01/12 to 10/31/13

Notes:

Sponsors:

Enactment Date:

Attachments: 12-3-HCT MBI

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0787

Title

Authorize Mayor to Renew Agreement between the City of Hattiesburg and MBI for annual monitoring of alarm system located in the Hub City Transit Department in the amount not to exceed \$700.00 for the period of 11/01/12 to 10/31/13

Summary

Authorize Mayor to Renew Agreement between the City of Hattiesburg and MBI for annual monitoring of alarm system located in the Hub City Transit Department in the amount not to exceed \$700.00 for the period of 11/01/12 to 10/31/13



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

Date: November 13, 2013

To: Mayor and Council

From: Vincent Nelms, Division Manager HCT

RE: Alarm System Monitoring Contract

This memo is to request authority to renew an annual monitoring contract for the alarm system located in the Hub City Transit Department with MBI. at a rate not to exceed \$700.00.

Thank you for your consideration, and please let me know if additional information is needed.

VN/sb

INVOICE

MBI
P.O. Box 18445
Hattiesburg, MS 39404-8445

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

for:

Hub City Transit Alarm System
1001 South Tipton Street
Hattiesburg, MS 39401

Invoice Date: **11/01/13**

Remittance Date: **Upon**
Receipt

Purchase Order:

Annual Monitoring of Alarm System.

Monitoring of Alarm System from 11/01/12 - 10/31/13
12 months @ \$20.00 per month

\$240.00

Subtotal: \$240.00

Sales Tax: N/A

Grand Total: \$240.00

Payment Remittance to:

MBI
P.O. Box 18445
Hattiesburg, MS 39404

Office (601) 268-6116
Toll Free (877) 893-6507

Email: Mbisecurity@comcast.net



City of Hattiesburg, MS

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

Master

File Number: 2013-0779

File ID: 2013-0779

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Authorize Megagate contract for Midtown Website hosting

Final Action:

Minute Book Number: MB2013-359

Title: Authorize Mayor to execute Agreement for services with Megagate Broadband for hosting and maintaining the Midtown Website in the amount of \$25.00 monthly recurring, \$25.00 annual fee, and a one time set up fee of \$75.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Megagate Website hosting contract, executed
Megagate Website hosting contract

Enactment Number:

Contact:

Meeting Date:

Drafter: Donovan Scruggs

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0779

Title

Authorize Mayor to execute Agreement for services with Megagate Broadband for hosting and maintaining the Midtown Website in the amount of \$25.00 monthly recurring, \$25.00 annual fee, and a one time set up fee of \$75.00.

Summary

Authorize Megagate website hosting contract

Budget Information

001095.6999

Expenditure Type

Purchasing Item

Publication Information

WEB/E MAIL HOSTING FORM

Customer Information Section: ☐ New Customer ☒ Existing Customer (if existing customer just complete name and account number in this section)
 Account No. _____ What Service is Needed? ☐ E Mail Hosting ☒ Website Hosting ☐ Secure Site Certificate ☒ Domain Reg.

BUSINESS CREDIT INFORMATION			
☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☒ OTHER (Must complete individual information if partnership or proprietorship)*			
BUSINESS NAME: Legal <u>City of Hattiesburg</u>		*NAME	
DBA:	AUTHORIZED REPRESENTATIVE <u>Mayor Johnny DuPree, Ph.D.</u>	TITLE	*SSN DOB
STREET ADDRESS (Physical – MSAG Valid) <u>200 Forrest Street</u>		FEDERAL TAX ID #	YRS. IN BUSINESS NO. of EMPLOYEES
CITY/STATE/ZIP <u>Hattiesburg, MS 39401</u>		IS YOUR COMPANY TAX EXEMPT? Yes _____ No _____ FED _____ STATE _____ If yes, please provide us with proper documentation.	
BILLING ADDRESS (☐ check if same as above)		EMAIL ADDRESS	HOME #
<u>P. O. Box 1898 39403</u>		COUNTY (911)	IN CITY LIMITS? Yes _____ No _____
BUSINESS PHONE <u>601 545 4501</u>		CREDIT AUTHORIZATION/CODE/DEPOSIT AMOUNT	

DOMAIN REGISTRATION

Is Domain currently registered?

- ☒ Y If yes, by whom? _____ If you would like MGBB to manage the domain, please supply username and password with your current registrar.
☐ N If no, would you like MGBB to Register the domain for you? ☐ Y ☐ N
 If yes, please give us some ideas of website names you would like.

☐ .com ☐ .net ☐ .info
☐ .me ☐ .mobi ☐ .biz

WEBSITE HOSTING SECTION

Domain Name: Midtowninmotion.org Alias Domains _____

Is Your Website Currently Hosted?

- ☒ Y By whom?: Bluehost.com I understand that it is my responsibility to contact my previous hosting company after set up is completed by MGBB, to have them remove from their server. ** INITIALS _____
☐ N

Do you have an existing website?

- ☒ Y The customer must make a copy of the website available to MGBB. Customer will have opportunity to test the functionality of the website before transition to MGBB service is completed.
☐ N

Please indicate the type of access needed: ☐ FTP ☐ Microsoft Front Page

Please list username and password for website administration:

Username: _____ Password: _____
 (If this is not provided, MegaGate will assign this information.)

Hosting includes: 150 Megabytes of disk space, 5 email addresses, MYSQL and PHP. Additional email addresses are \$1.00 each per month. * If we design and host the website, the set up fee is waived.

WEBSITE DEVELOPMENT

MGBB offers several levels of website development.

- ☐ Turn-key Design: select from over 1000 template options. Website is built in a content management system to be editable.
☐ Custom Design website. A representative will call you with options and pricing.

Pricing Schedule

Domain Registration

\$25.00 annual fee to registration, transfer or renew

\$ 25.00 annual fee

Website Hosting

Set up fee \$75.00
 Website hosting monthly fee \$25.00

\$ 75.00 Set-up fee
 (one-time charge)

\$ 25.00 monthly recurring

Website Development

Turn-Key Design: \$595.00
 Custom Website Design: pricing quoted

\$ _____ Turn-key pkg

\$ Per Quote Custom site

E mail Hosting

Unless otherwise specified a set up fee of \$75.00 and standard domain hosting of \$20.00 per month applies. Hosting includes five spam and virus filtered email addresses.

Additional email addresses are billed at \$1.00 per month.

Please list all email addresses and passwords associated with Domain:
(user name and password cannot be the same)

Username	Password	Username	Password
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Email Hosting

Available with or without
website hosting

\$ _____ Set-up fee (\$75)

\$ _____ Monthly recurring

\$ _____ Additional emails
(\$1.00/mo per box over 5)

(* note T1 service and Website hosting
comes with 5 free email boxes)

SECURE CERTIFICATE

Does your website require an encrypted, secure connection with users? This certificate is ideal for websites that collect personal data or sell on-line. The cost is \$20.00 for a one-year secure certificate and \$60.00 annually for a required static IP address.

- ☐ Y Please provide the official corporate or business name registered with the Secretary of State.
☐ N

Secure Certificate

\$ _____ One-year certificate

\$ _____ Static IP annual chg

CUSTOMER SIGNATURE

I understand that by signing this application, a Contract is created between me and MegaGate Broadband, Inc. (MegaGate). Furthermore, by conducting any transaction involving my account, by maintaining or continuing to use my account, I agree to the terms of this application and any applicable terms and conditions and rates as set forth by MegaGate. MegaGate Broadband, Inc. reserves the right to assign this Contract to any of its successors or assigns.

Customer Signature _____ Date _____

MGBB Rep AS _____

Total Charges

\$ 25.00 Total Monthly Recurring

\$ 75.00 Total (1x) Set up Chgs

\$ 25.00 Total Annual Charges

\$ _____ Deposit

RETURN FORM TO SALES ASSOCIATE OR FAX TO MEGAGATE: 601.450.3440.

FOR OFFICE USE ONLY: Initial and date each step

Order Logged: _____ (initial & date)
Assigned to Reviewer: _____ (initial & date)
Assigned to Developer _____ (initial & date)
Project Completed _____ (initial & date)

1st Payment: _____ (initial & date)
2nd Payment _____ (initial & date)

WEB/E MAIL HOSTING FORM

Customer Information Section: ☐ New Customer ☒ Existing Customer (if existing customer just complete name and account number in this section)
 Account No. _____ What Service is Needed? ☐ E Mail Hosting ☒ Website Hosting ☐ Secure Site Certificate ☒ Domain Reg.

BUSINESS CREDIT INFORMATION			
☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☒ OTHER (Must complete individual information if partnership or proprietorship)*			
BUSINESS NAME: Legal <u>City of Hattiesburg</u>		*NAME	
DBA:	AUTHORIZED REPRESENTATIVE	TITLE	*SSN DOB
<u>Mayor Johnny DuFree, Ph.D.</u>			
STREET ADDRESS (Physical - MSAG Valid)		FEDERAL TAX ID #	YRS. IN BUSINESS
<u>200 Forrest Street</u>			NO. of EMPLOYEES
CITY/STATE/ZIP		IS YOUR COMPANY TAX EXEMPT? Yes ___ No ___ FED ___ STATE ___	
<u>Hattiesburg, MS 39401</u>		If yes, please provide us with proper documentation.	
BILLING ADDRESS (☐ check if same as above)		EMAIL ADDRESS	HOME #
<u>P. O. Box 1898 39403</u>		COUNTY (911)	IN CITY LIMITS? Yes ___ No ___
BUSINESS PHONE <u>601 545 4501</u>		CREDIT AUTHORIZATION/CODE/DEPOSIT AMOUNT	

DOMAIN REGISTRATION

Is Domain currently registered?

- ☒ Y If yes, by whom? _____ If you would like MGBB to manage the domain, please supply username and password with your current registrar.
- ☐ N If no, would you like MGBB to Register the domain for you? ☐ Y ☐ N
- If yes, please give us some ideas of website names you would like.

☐ .com ☐ .net ☐ .info
☐ .me ☐ .mobi ☐ .biz

WEBSITE HOSTING SECTION

Domain Name: Midtowninmotion.org Alias Domains _____

Is Your Website Currently Hosted?

- ☒ Y By whom?: Bluehost.com I understand that it is my responsibility to contact my previous hosting company after set up is completed by MGBB, to have them remove from their server. -- INITIALS _____
- ☐ N

Do you have an existing website?

- ☒ Y The customer must make a copy of the website available to MGBB. Customer will have opportunity to test the functionality of the website before transition to MGBB service is completed.
- ☐ N

Please indicate the type of access needed: ☐ FTP ☐ Microsoft Front Page

Please list username and password for website administration:

Username: _____ Password: _____
 (If this is not provided, MegaGate will assign this information.)

Hosting includes: 150 Megabytes of disk space, 5 email addresses, MYSQL and PHP. Additional email addresses are \$1.00 each per month. * If we design and host the website, the set up fee is waived.

WEBSITE DEVELOPMENT

MGBB offers several levels of website development.

- ☐ Turn-key Design: select from over 1000 template options. Website is built in a content management system to be editable.
- ☐ Custom Design website. A representative will call you with options and pricing.

Pricing Schedule

\$ 25.00 annual fee

\$ 75.00 Set-up fee
 (one-time charge)

\$ 25.00 monthly recurring

\$ _____ Turn-key pkg

\$ Per Quote Custom site

E mail Hosting

Unless otherwise specified a set up fee of \$75.00 and standard domain hosting of \$20.00 per month applies. Hosting includes five spam and virus filtered email addresses.

Additional email addresses are billed at \$1.00 per month.

Please list all email addresses and passwords associated with Domain:
(user name and password cannot be the same)

Username	Password	Username	Password
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\$ _____ Set-up fee (\$75)

\$ _____ Monthly recurring

\$ _____ Additional emails
(\$1.00/mo per box over 5)

(* note T1 service and Website hosting
comes with 5 free email boxes)

SECURE CERTIFICATE

Does your website require an encrypted, secure connection with users? This certificate is ideal for websites that collect personal data or sell on-line. The cost is \$20.00 for a one-year secure certificate and \$60.00 annually for a required static IP address.

- ☐ Y Please provide the official corporate or business name registered with the Secretary of State.
☐ N

\$ _____ One-year certificate

\$ _____ Static IP annual chg

CUSTOMER SIGNATURE

I understand that by signing this application, a Contract is created between me and MegaGate Broadband, Inc. (MegaGate). Furthermore, by conducting any transaction involving my account, by maintaining or continuing to use my account, I agree to the terms of this application and any applicable terms and conditions and rates as set forth by MegaGate. MegaGate Broadband, Inc. reserves the right to assign this Contract to any of its successors or assigns.

Customer Signature

Date 12-3-13

MGBB Rep AS

Total Charges

\$ 25.00 Total Monthly Recurring

\$ 75.00 Total (1x) Setup Chgs

\$ 25.00 Total Annual Charges

\$ _____ Deposit

RETURN FORM TO SALES ASSOCIATE OR FAX TO MEGAGATE: 601.450.3440.

FOR OFFICE USE ONLY: Initial and date each step

Order Logged: _____ (initial & date)

Assigned to Reviewer: _____ (initial & date)

Assigned to Developer: _____ (initial & date)

Project Completed: _____ (initial & date)

1st Payment: _____ (initial & date)

2nd Payment: _____ (initial & date)



City of Hattiesburg, MS

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

Master

File Number: 2013-0775

File ID: 2013-0775

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Approve final acceptance of the project Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3; Authorize publication of Notice of Final Settlement of Contract for same.

Final Action:

Minute Book Number: MB2013-359

Title:

Approve final acceptance of the project Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3; Authorize publication of Notice of Final Settlement of Contract for same.

Notes:

Sponsors:

Enactment Date:

Attachments: James St Well #3 Closeout Documents, 1237C_Well 3 As-Built Plans_Rec_2013-11-14, NOTICE OF FINAL SETTLEMENT-James St. Water Well #3, executed NOTICE OF FINAL SETTLEMENT-James St. Water Well #3

Enactment Number:

Contact:

Meeting Date: 12/03/2013

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	12/03/2013					

Text of Legislative File 2013-0775

Title

Approve final acceptance of the project Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3; Authorize publication of Notice of Final Settlement of Contract for same.

Summary

Approve final acceptance of the project Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3; Authorize publication of Notice of Final Settlement of Contract for

same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Clarion Ledger and Hattiesburg American
12/11/13



Engineering Progress

November 15, 2013

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

Attn: The Honorable Johnny L. DuPree, Ph.D.
Mayor of Hattiesburg

Re: Water Well at Water Plant #2 – Well #3
City of Hattiesburg

Dear Mayor DuPree:

Please find for your record the closeout document package on the above referenced project.

In the three three-ring binder is all the relevant design information on newly constructed Well #3, and the Record Drawings.

Also enclosed are the following closeout documents:

- Consent of Surety to Final Payment
- Contractor's Affidavit of Release of Liens
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Guarantee of Work Performed
- Pay Application No. 5 (Final) in the amount of \$47,375.00

Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marcelin Joseph', followed by a long horizontal line extending to the right.

Marcelin JOSEPH, E.I.
Project Engineer

Enclosures

cc: Michele Moore



Engineering Progress

November 14, 2013

Lyman Well Company
15456 Sub Ladner Rd.
Gulfport, MS 39503

Attn: Mr. Josh Ladner

Re: Water Well at Water Plant #2 – Well #3
City of Hattiesburg

Dear Mr. Ladner:

As of this date, I certify that the project is substantially completed, and has been constructed in general conformance with the plans and specifications. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcelin JOSEPH', is written over a horizontal line.

Marcelin JOSEPH, E.I.
Project Engineer

cc: City of Hattiesburg – City Engineer
Steve Tingle

Application and Certificate for Payment

TO OWNER: City of Hattiesburg PROJECT: 1500 GPM WATER WELL AT WATER APPLICATION NO: 005
 PLANT#2 WATER WELL #3
 HATTIESBURG
 Shows, Dearman & Waits
 VIA ARCHITECT:
 FROM Lyman Weil Company
 CONTRACTOR: R-110-205-02-GZ / /
 R-110-205-02-GZ
 DISTRIBUTION TO:
 OWNER: ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 346,000.00
 2. NET CHANGE BY CHANGE ORDERS \$ 6,325.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 352,325.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 352,325.00

5. RETAINAGE:

a. 0 % of Completed Work
 (Column D + E on G703) \$ 0.00
 b. 0 % of Stored Material
 (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 352,325.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 304,950.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 47,375.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 6,325.00	\$ 0.00
TOTALS	\$ 6,325.00	\$ 0.00
NET CHANGES by Change Order	\$	6,325.00

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

CONTRACTOR:

By: *[Signature]*

State of *Mississippi*

County of *Harrison*

Subscribed and sworn to before

me this *13th* day of *November* 2013

Notary Public: *Veronica Janine Greene*

My Commission expires: *11-8-16*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 47,375.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]*

Date: *11/15/2013*

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



Document G703™ – 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 005

APPLICATION DATE: 11/12/2013

PERIOD TO:

ARCHITECT'S PROJECT NO: R-110-205-02-GZ

[illegible]

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User Notes:

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAND TOTAL	\$352,325.00	\$321,000.00	\$31,325.00	\$0.00	\$352,325.00	\$0.00	\$0.00

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond: 105884578

PROJECT: (Name and address)
1500 GPM Water Well at Water Plant #2
Water Well #3, Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:
Construction

ARCHITECT: ☐

TO OWNER: (Name and address)
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS

CONTRACT DATED:
//

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of

(Insert name and address of Contractor)

Lyman Well Company
15456 Sub Ladner Road
Gulfport, MS 39502

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

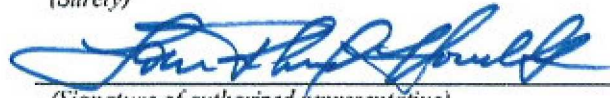
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 12, 2013

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of

(Surety)



(Signature of authorized representative)

Attest:

(Seal):



Loren Richard Howell, Jr., Attorney-in-Fact

(Printed name and title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224011

Certificate No. 004534043

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle, Belinda Tubbs of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 14th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

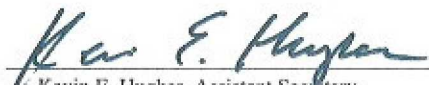
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> 1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG TO OWNER: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER: R-110-205-02-GZ CONTRACT FOR: WATER WELL CONTRACT DATED: APRIL 8, 2013	OWNER: ☒ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
--	--	---

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
LYMAN WELL COMPANY
15456 SUB LADNER RD, GULFPORT MS, 39503

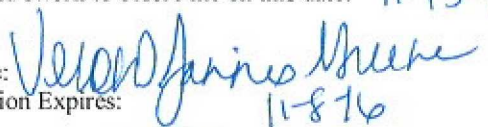
BY:

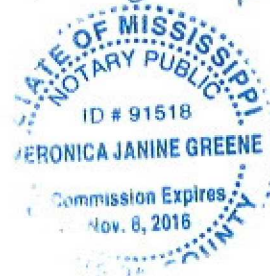

(Signature of authorized representative)

JOSHUA LADNER GENERAL
MANAGER

(Printed name and title)

Subscribed and sworn to before me on this date: 11-13-13

Notary Public: 
My Commission Expires: 11-8-16



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
1500 GPM WATER WELL AT
WATER PLANT#2 WATER
WELL #3
HATTIESBURG
TO OWNER: *(Name and address)*
CITY OF HATTIESBURG

ARCHITECT'S PROJECT NUMBER:
R-110-205-02-GZ

CONTRACT FOR: WATER WELL
CONTRACT DATED: APRIL 8, 2013

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: MISSISSIPPI
COUNTY OF: FORREST

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

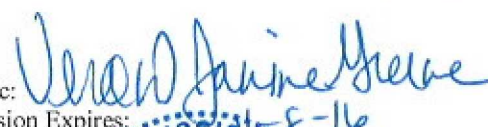
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
LYMAN WELL COMPANY
15456 SUB LADNER RD. GULFPORT MS,
39503

BY: 
(Signature of authorized representative)
JOSHUA LADNER GENERAL
MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date: 11-13-13

Notary Public: 
My Commission Expires: 8-16



LYMAN WELL COMPANY
15456 SUB-LADNER RD
GULFPORT, MS 39503
228-832-3193

November 13, 2013

RE: CITY OF HATTIESBURG
1500 GPM WATER WELL AT WATER PLANT # 2
WATER WELL #3 PROJECT NO. R-110-205-02-GZ

To Whom It May Concern;

This is a Warranty statement according to our contract to perform work for the above named project. Lyman Well Company agrees to warranty work and materials for said project for One Year from date of substantial completion. Said warranty will be in accordance to the general warranty statement found in the contract.

Signed,

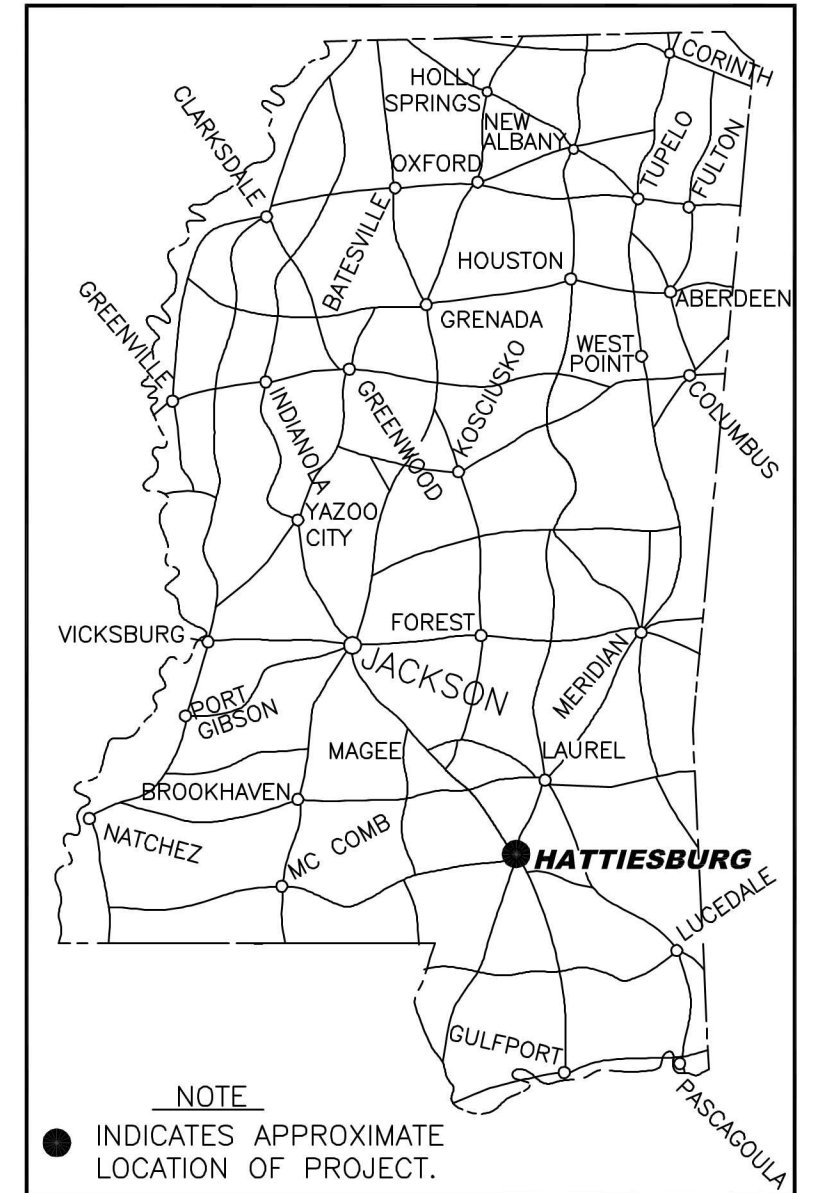


Josh Ladner
General Manager



CONSTRUCTION PLANS
FOR
1500 GPM WATER WELL
LOCATED AT
WATER PLANT #2
WATER WELL #3
FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI
KCDBG PROJECT NO. R-110-205-02-GZ

SEPTEMBER 2012



SHEET INDEX	
SHEET No.	DESCRIPTION
1	TITLE SHEET
2	VICINITY MAP AND PLAN SHEET
3	WATER INSTALLATION DETAILS
4	WATER INSTALLATION DETAILS
5	EROSION CONTROL DETAILS

MAYOR

Johnny DuPree

COUNCIL PERSONS

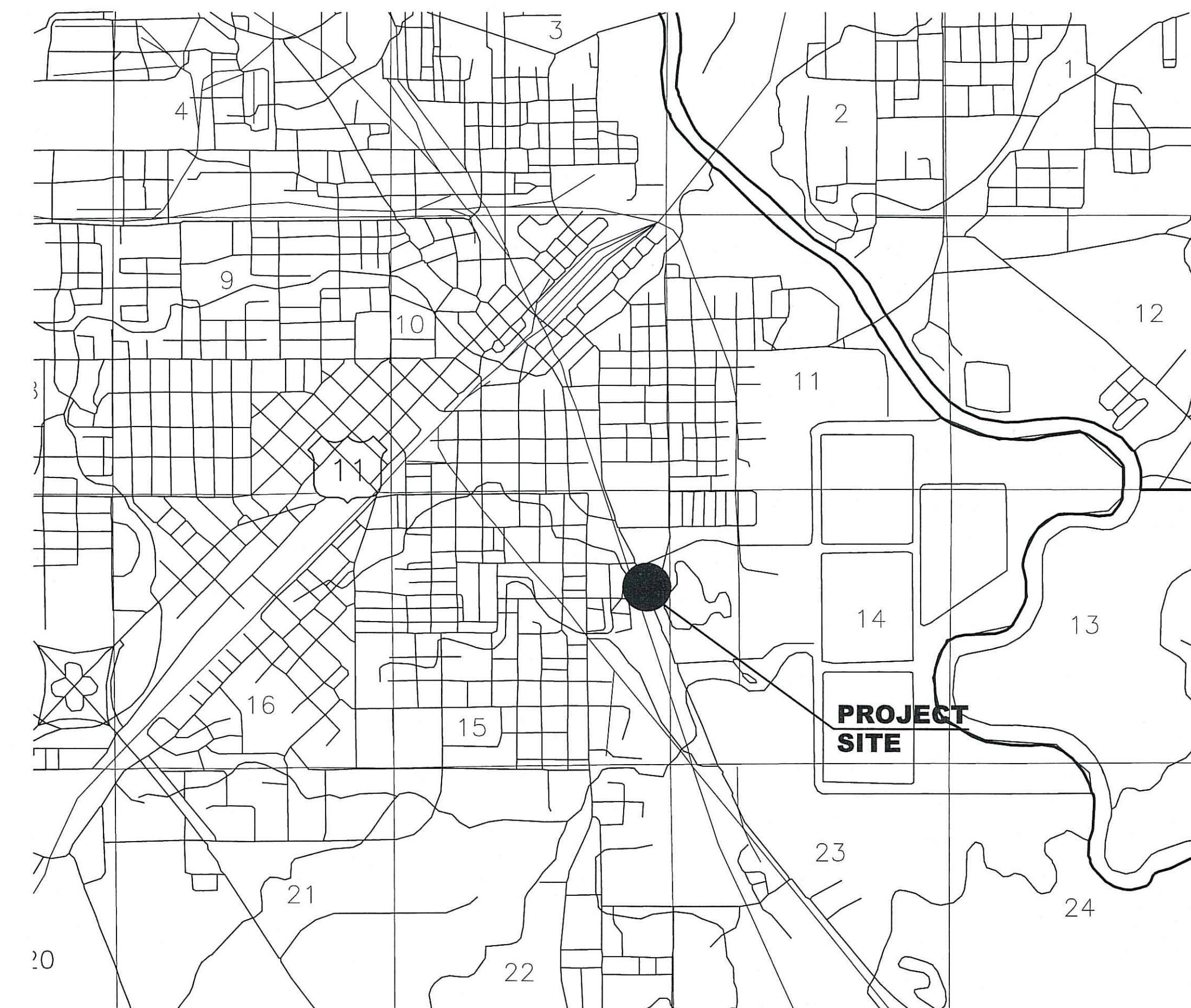
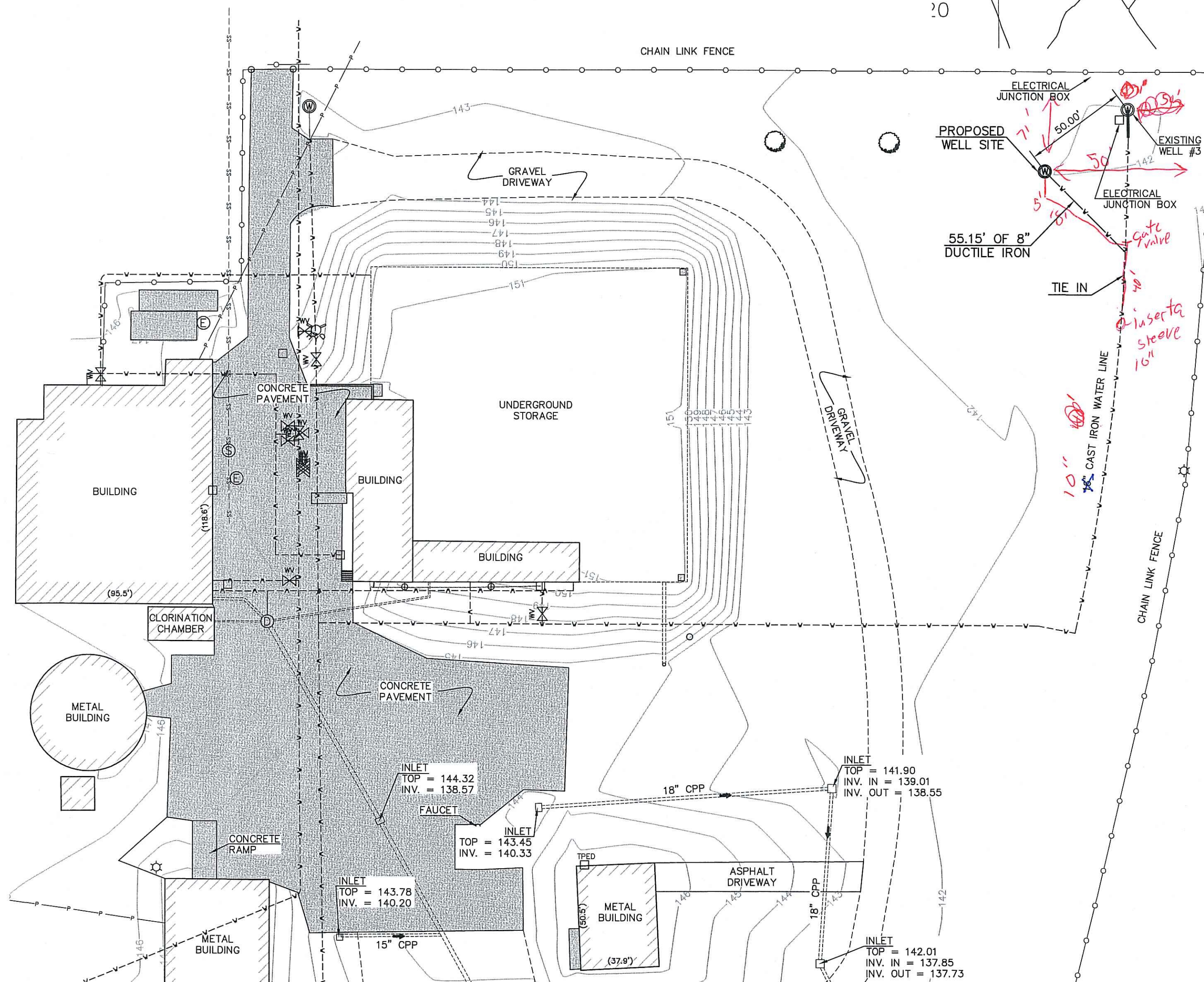
Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

PREPARED BY:

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501



LEGEND:

- | | |
|---|-----------------------------|
| CPP | — CORRUGATED PLASTIC PIPE |
| — — — — — 300 | — CONTOUR (1' INTERVAL) |
|  | — FIRE HYDRANT |
| FL | — FLOW LINE |
|  _{GM} | — GAS METER |
|  _{LP} | — LIGHT POLE |
| — — — — — P | — POWER LINE (UNDERGROUND) |
| — — — — — P | — POWER LINE (OVERHEAD) |
| RCP | — REINFORCED CONCRETE PIPE |
| — — — — — 33 | — SANITARY SEWER LINE |
|  | — TELEPHONE PEDESTAL |
|  | — UTILITY POLE |
| — — — — — V | — WATER LINE (ABOVE GROUND) |
| — — — — — W | — WATER LINE (UNDERGROUND) |
|  | — WATER METER |
|  | — WATER VALVE |

NO.	DATE	DESCRIPTION	BY
VICINITY MAP AND PLAN			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			

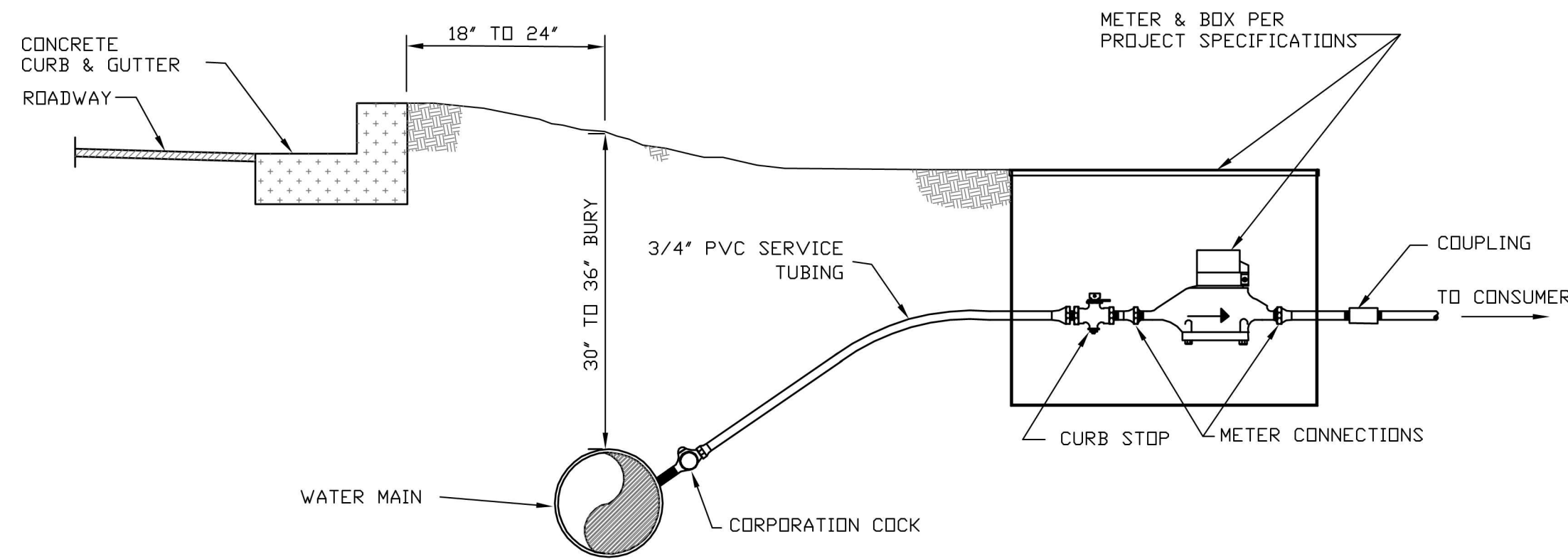
**S.D.
&
W.**

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

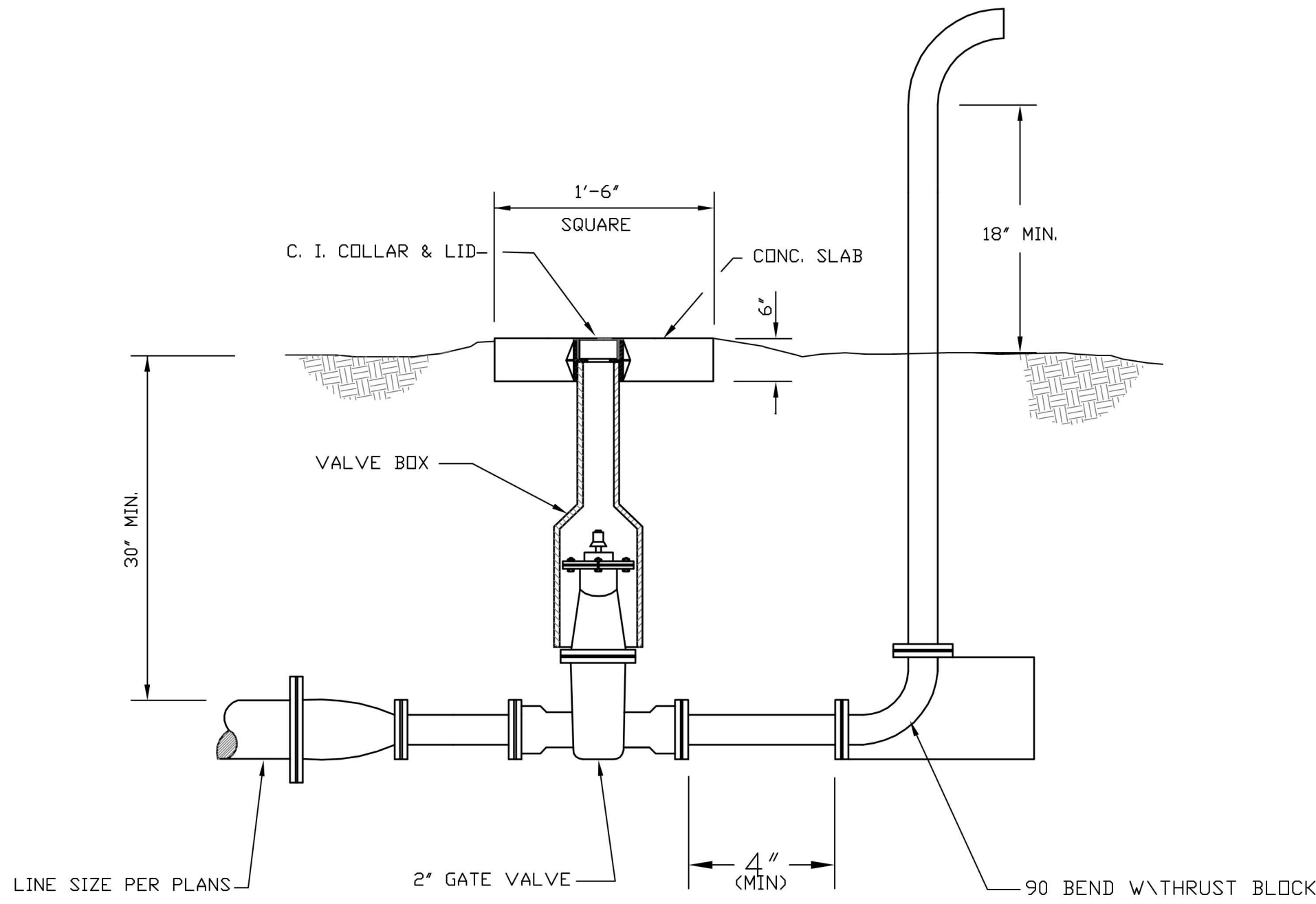
P.O. BOX 1
HATTIESBURG, MISSISSIPPI 39403
381 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39
[HTTP://WWW.SD-W.COM](http://WWW.SD-W.COM)
P: (601) 544-
F: (601) 544-

Drawn by: JWR	Checked by: NMC
Date: 09/25/12	Scale: 1" = 40'
Drawing No.: 1237C	Sheet No. _____ 2

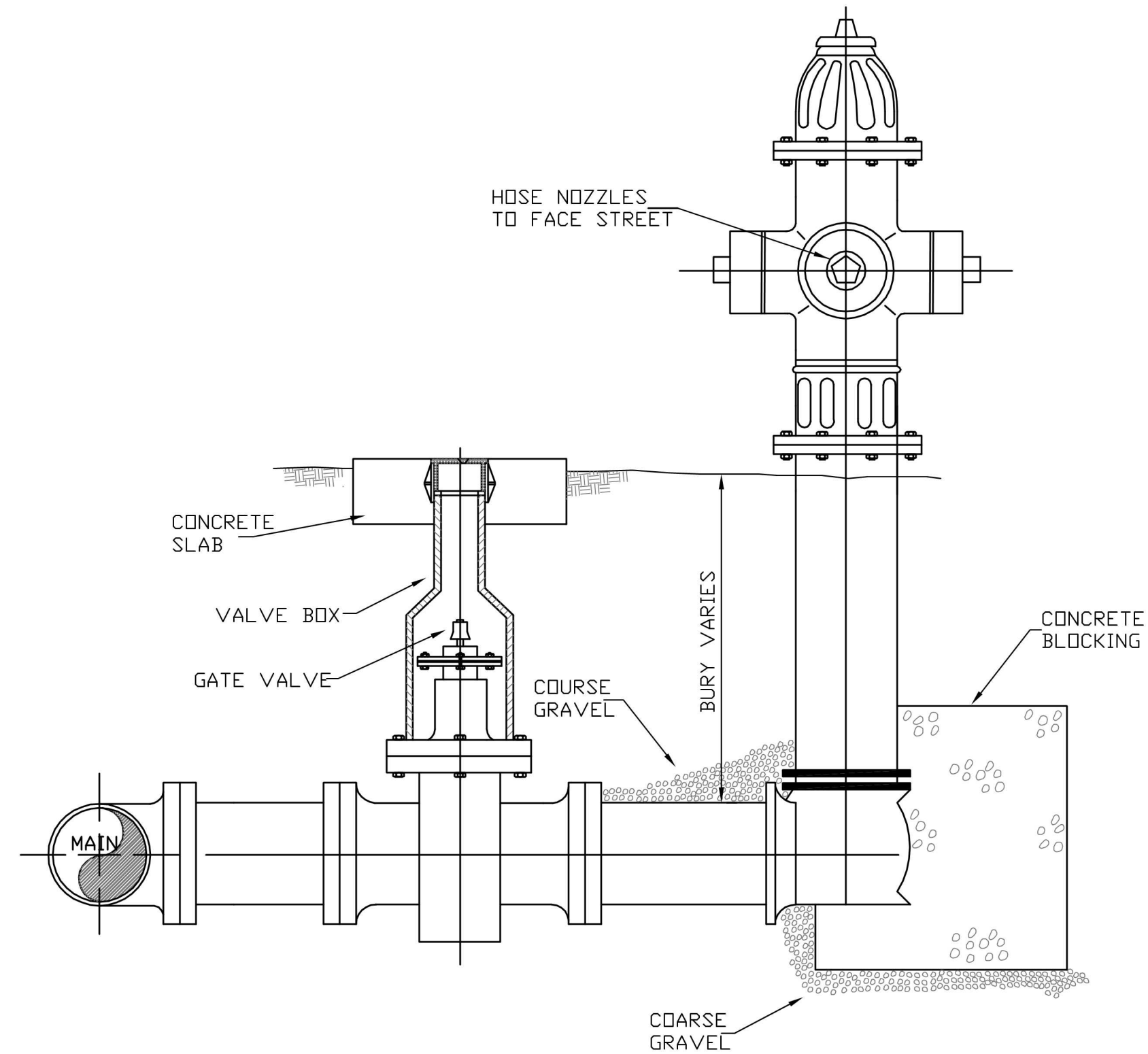
G:\PROJECTS\Hattiesburg_City of 1237C - James Street WTP Well #3\1237C.dwg, 3/11/27/2012 2:03:36 PM



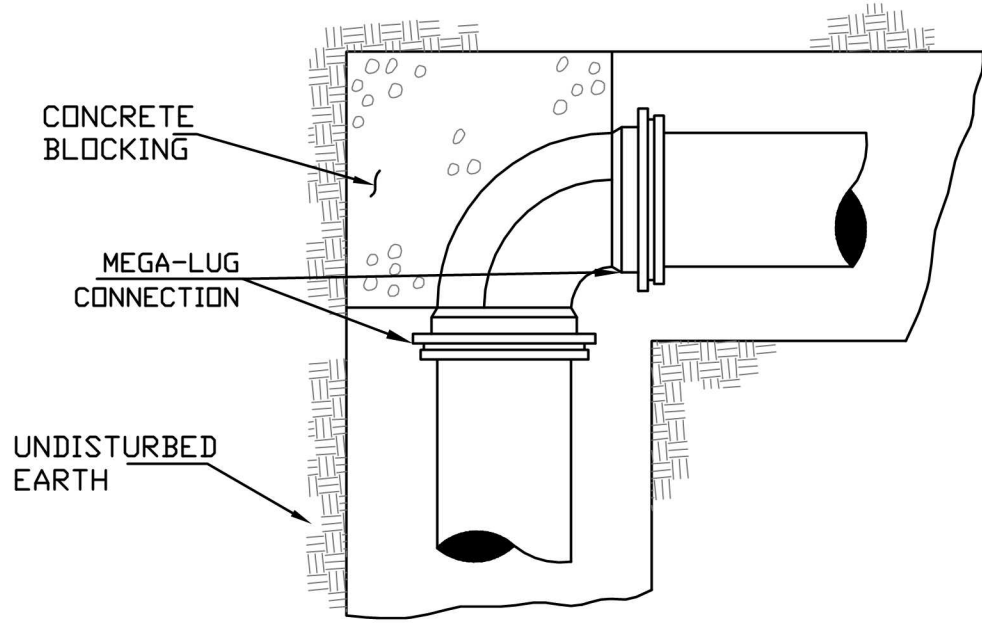
TYPICAL METER SETTING WITHOUT YOKE



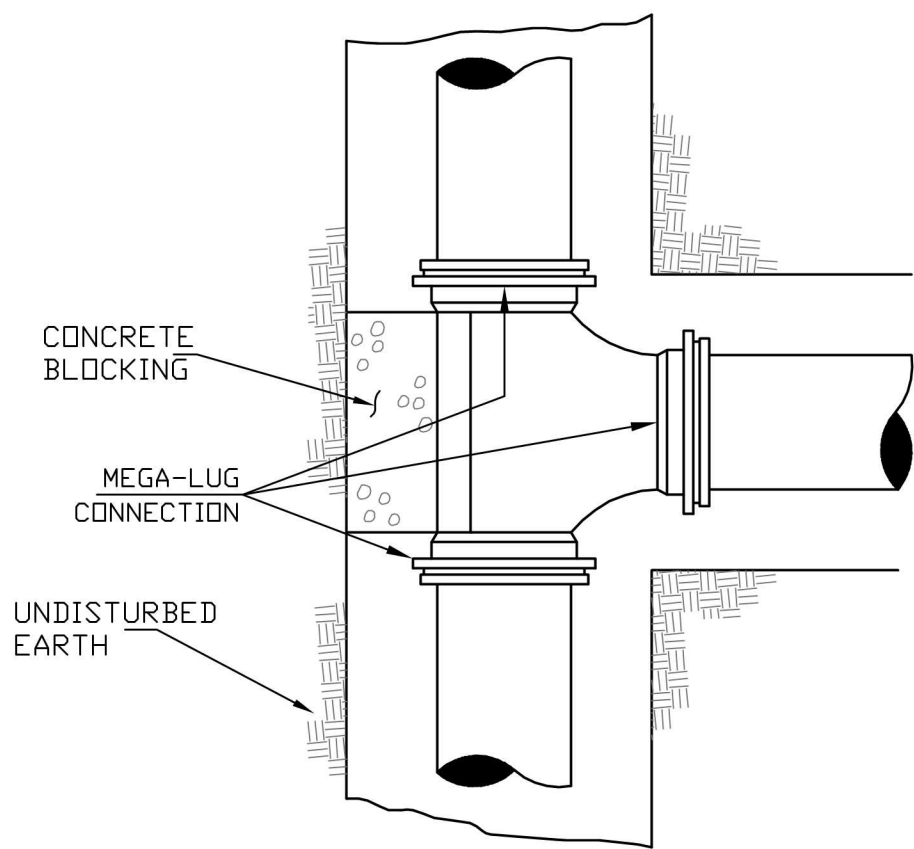
BLOW-OFF VALVE DETAIL



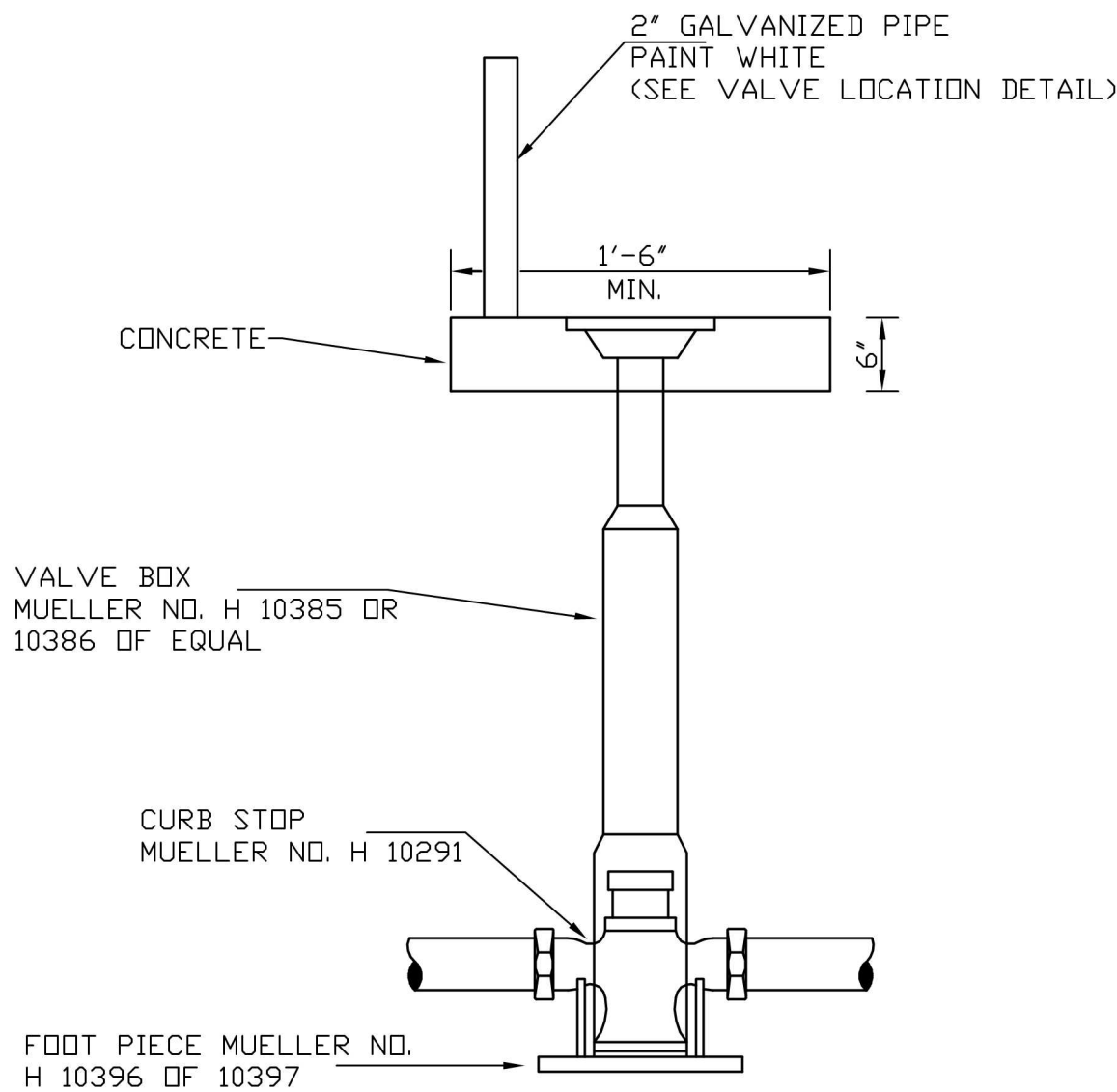
STANDARD FIRE HYDRANT



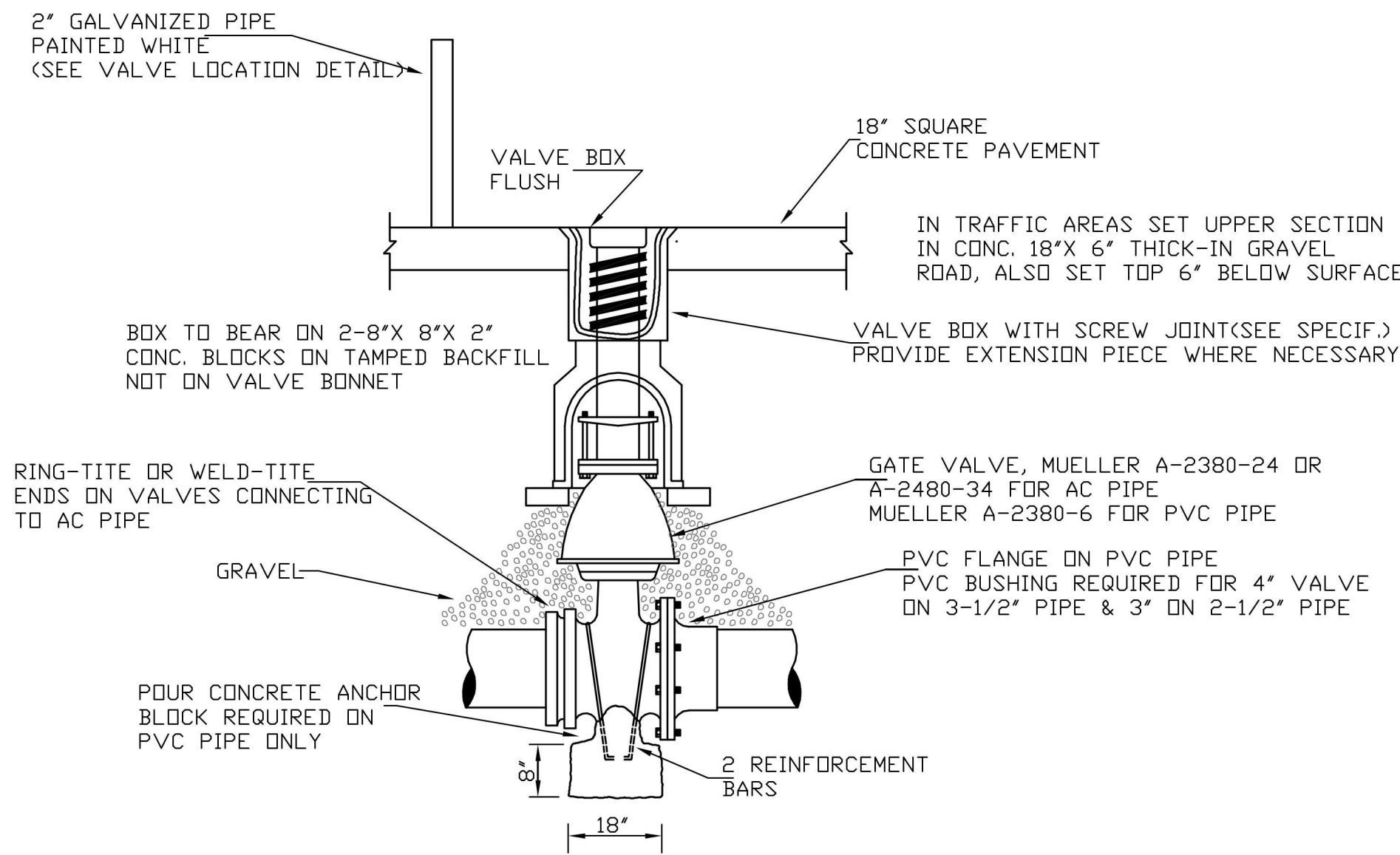
PLAN



PLAN

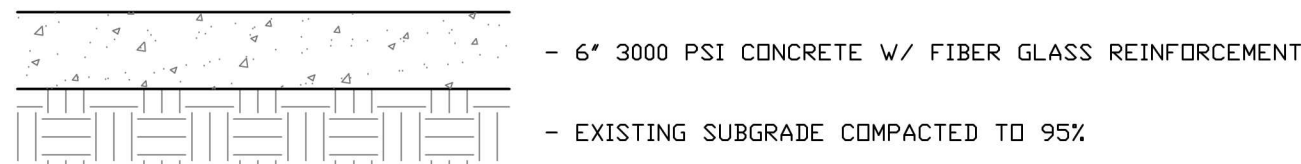


**TYPICAL LINE VALVE
INSTALLATION UNDER 2"**

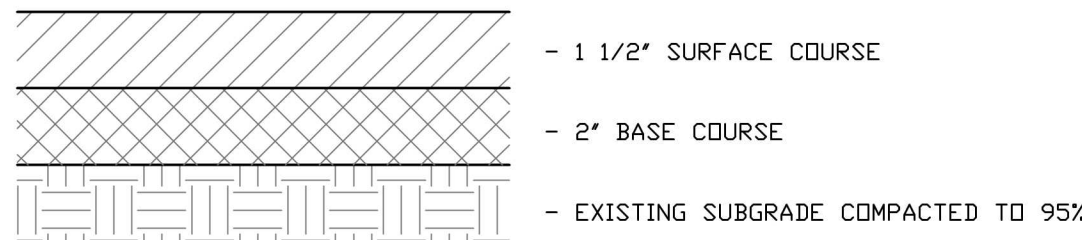


**DETAIL OF VALVE & BOX
2" & OVER**

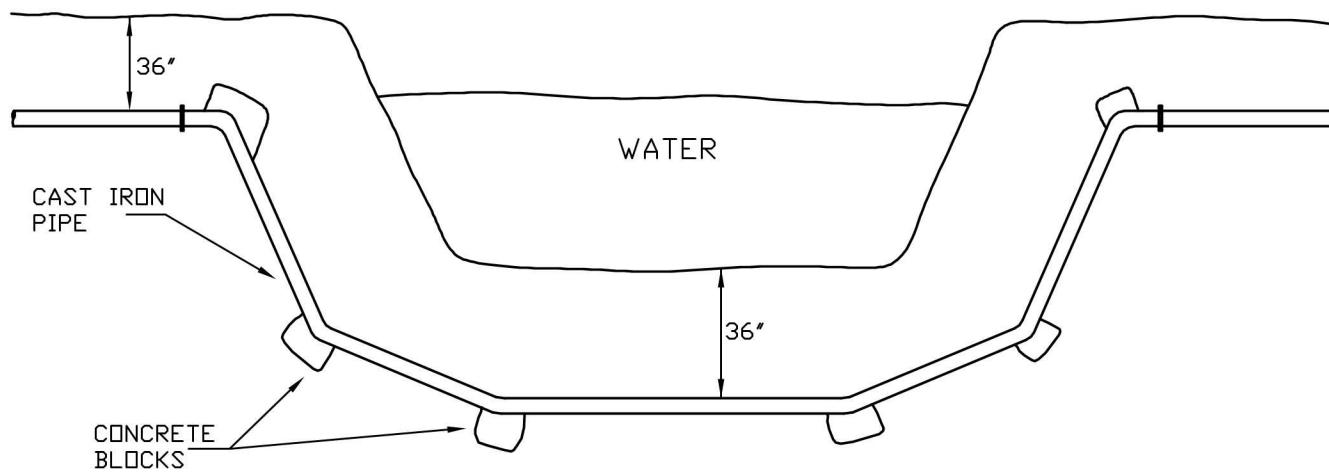
NO.	DATE	DESCRIPTION	BY
WATER SYSTEM INSTALLATION DETAILS			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1021 F: (601) 544-0501			
Drawn by: JTW		Checked by: KDW	
Date: 09/25/12		Scale: NOT TO SCALE	
Drawing No.: 1237C		Sheet No. 3	



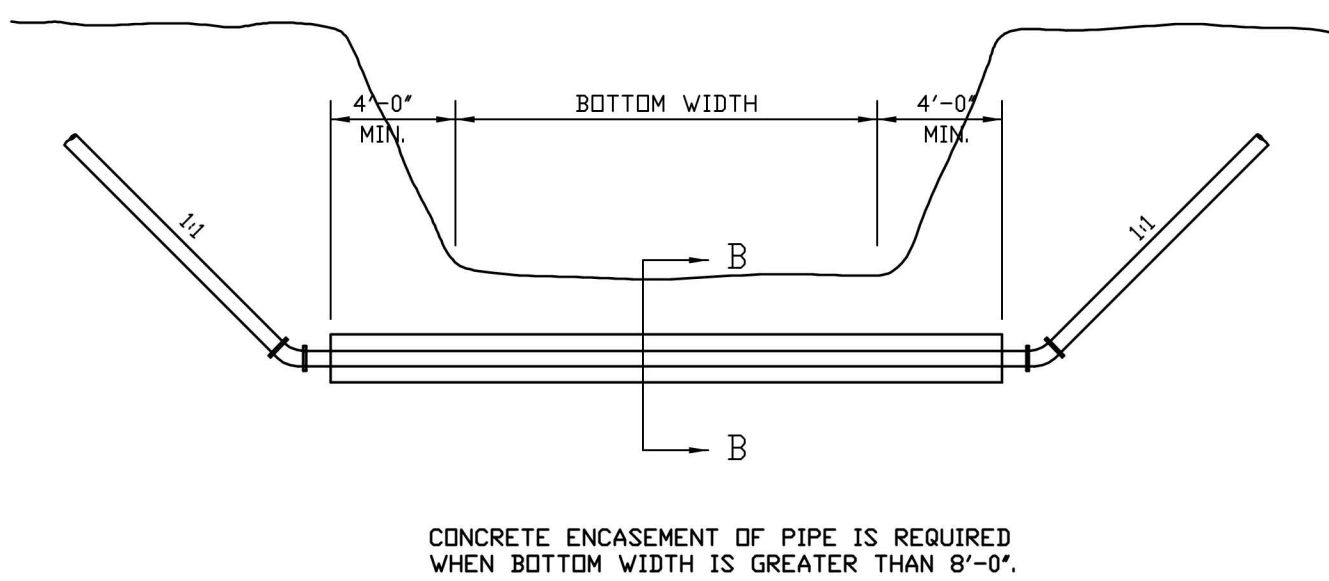
TYPICAL CONCRETE PAVEMENT REPAIR



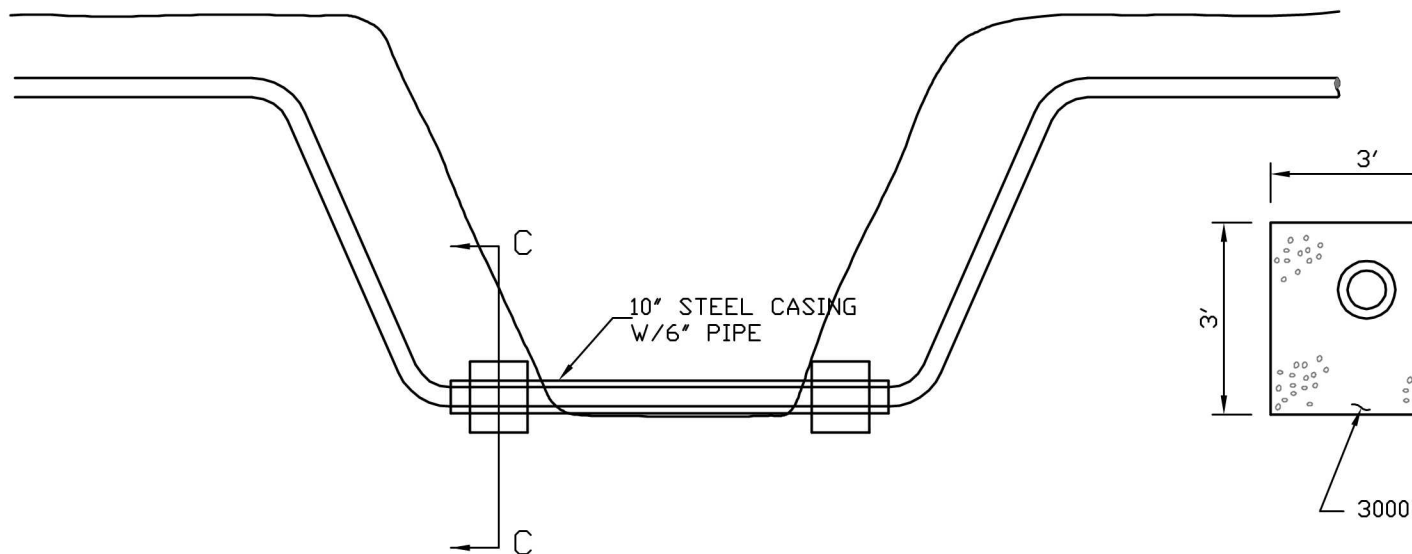
TYPICAL ASPHALT PAVEMENT REPAIR



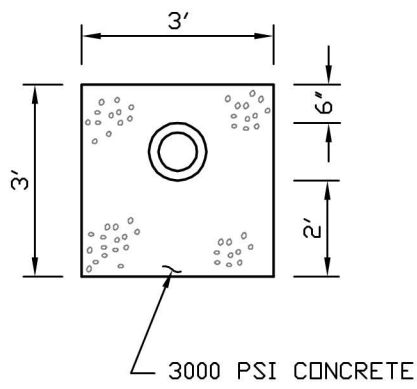
ALTERNATE CREEK CROSSING
DETAIL "A"



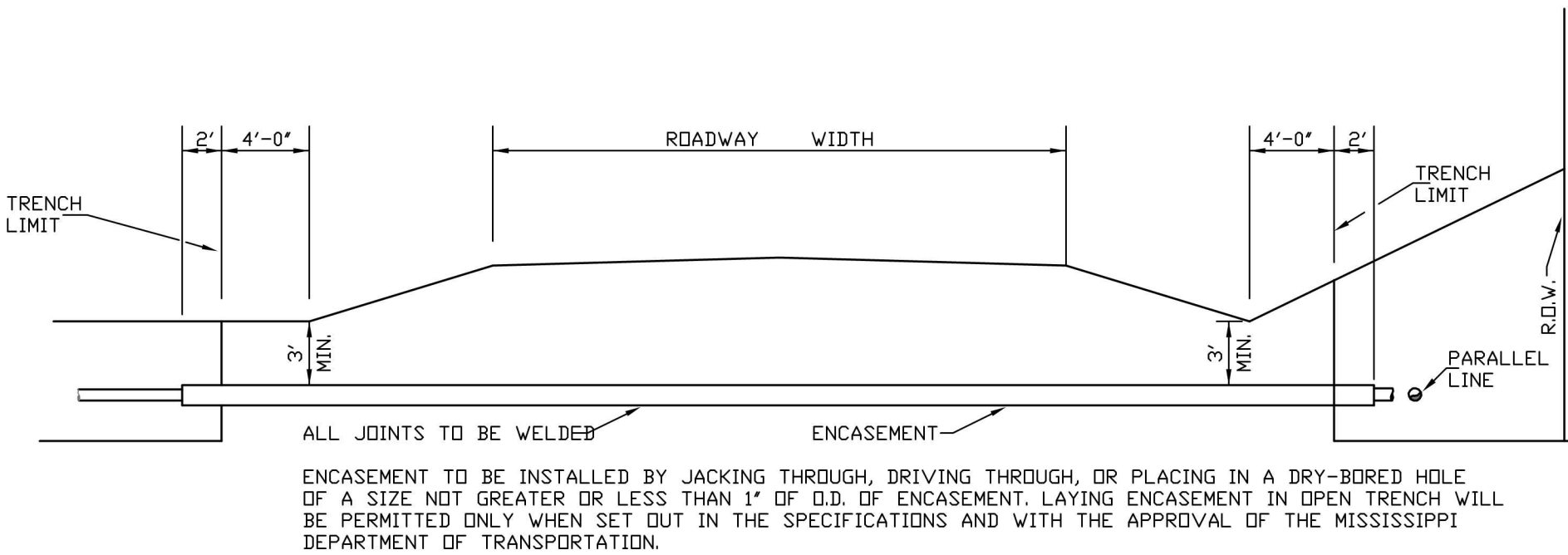
CREEK CROSSING DETAIL
DETAIL "B"



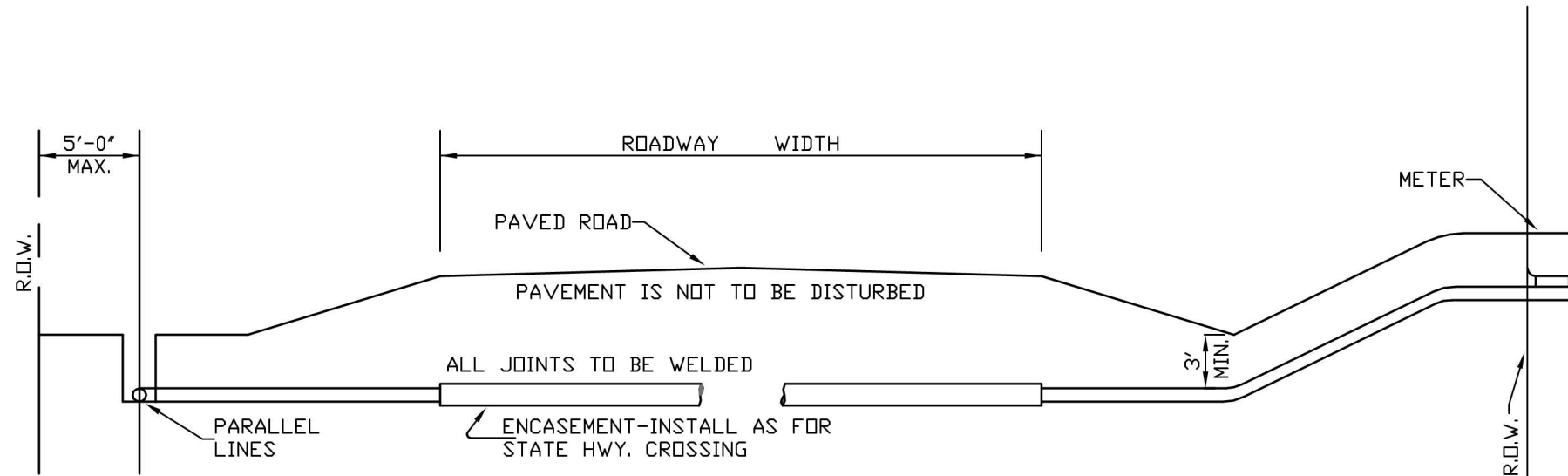
CREEK CROSSING DETAIL
DETAIL "C"



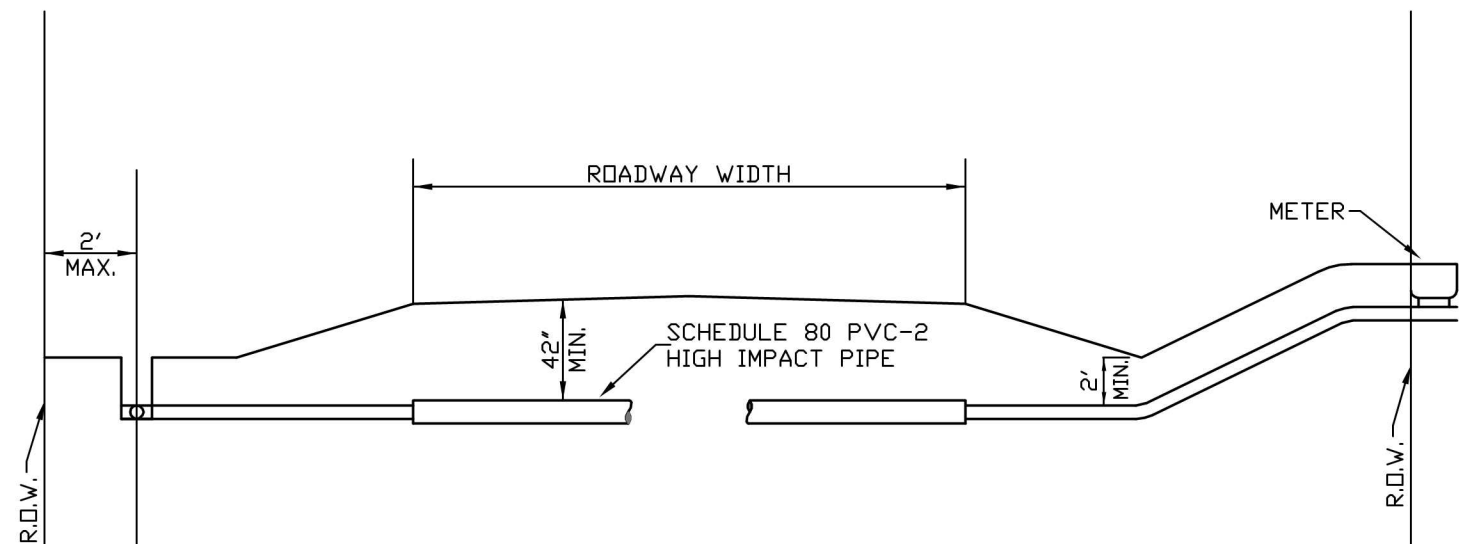
SECTION C-C



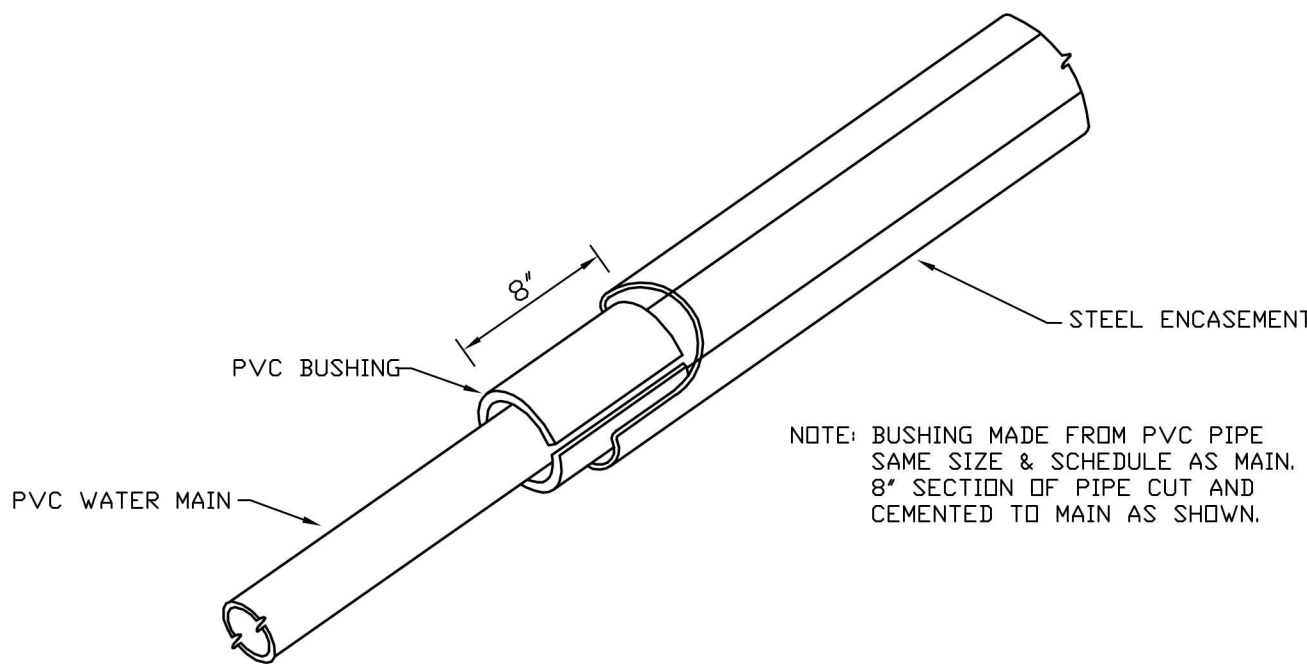
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



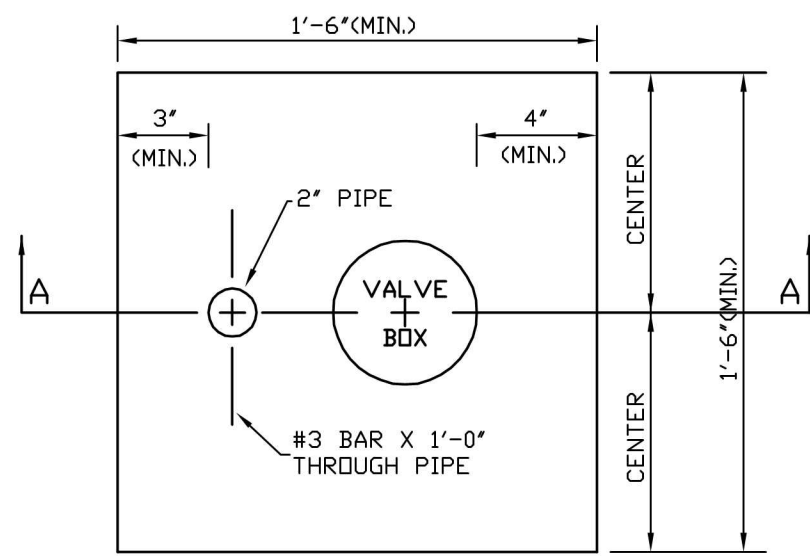
STATE AID ROAD CROSSING & WATER LINE PARALLELING
ROAD IN R.O.W.



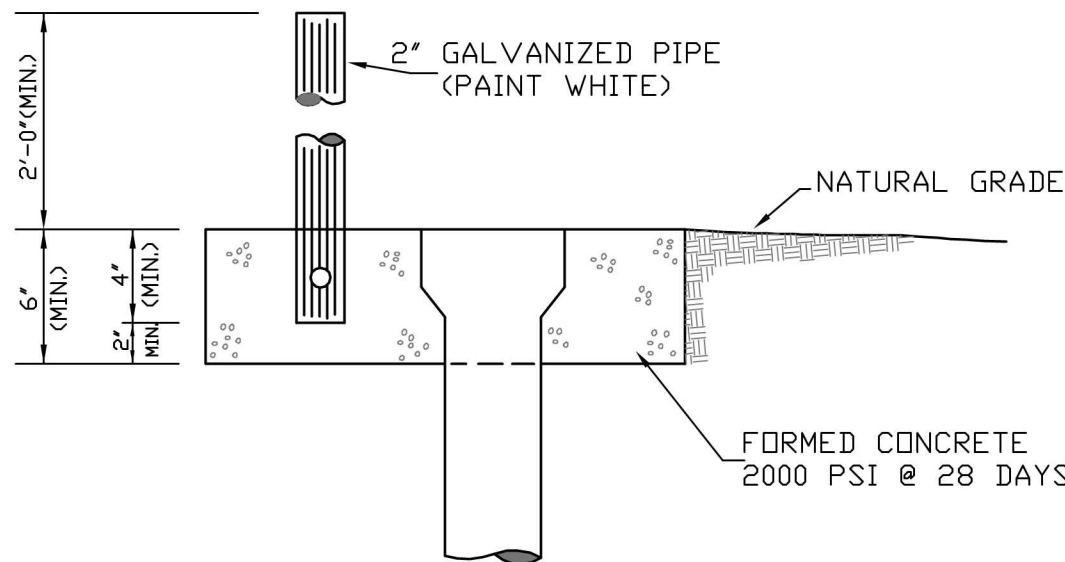
COUNTY GRAVEL ROAD & WATER LINE
PARALLELING ROAD IN R.O.W.



PVC BUSHING AT EACH END OF ENCASEMENT

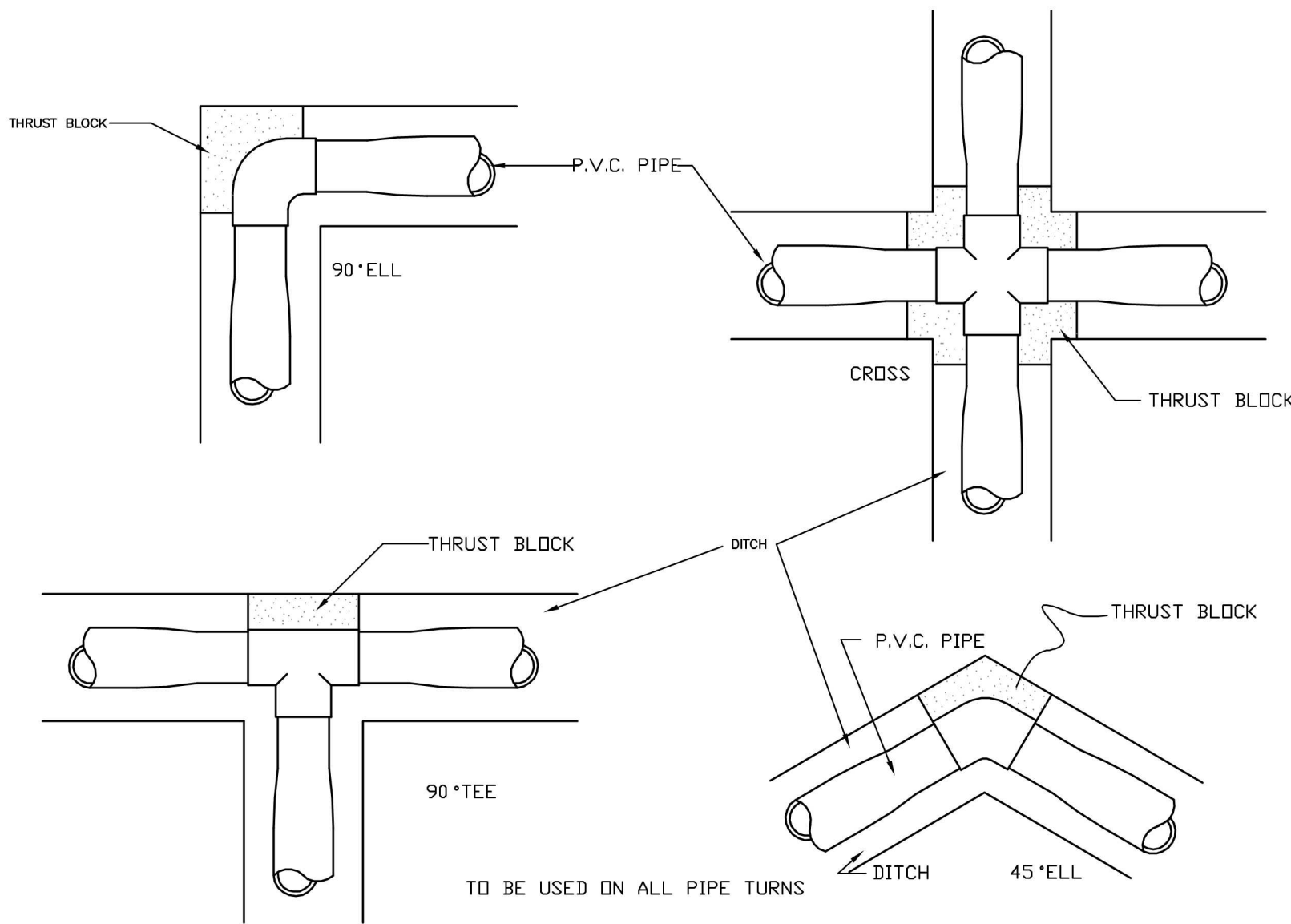


PLAN



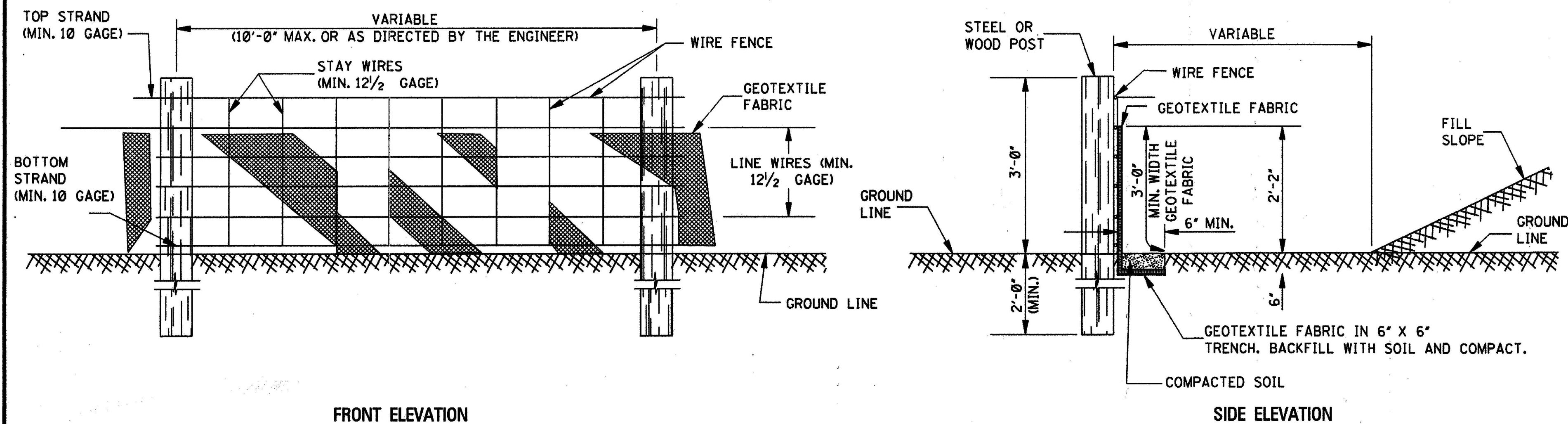
SECTION A-A

VALVE LOCATION



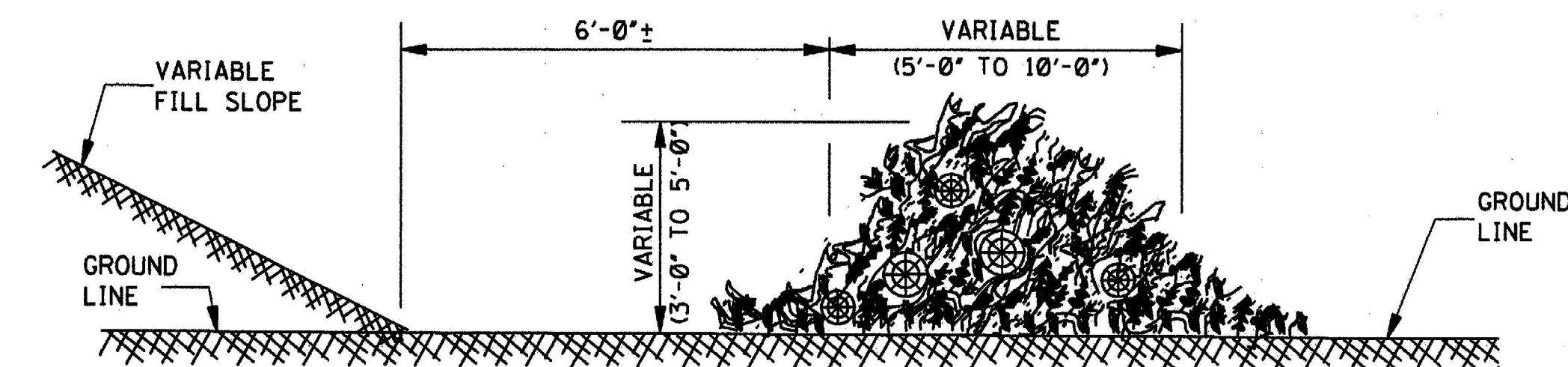
THRUST BLOCK DETAILS

NO.	DATE	DESCRIPTION	BY
WATER SYSTEM INSTALLATION DETAILS			
1500 GPM WATER WELL #3			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 P: (601) 544-1021 F: (601) 544-0501		HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 P: (601) 544-1021 F: (601) 544-0501	
Drawn by: JTW		Checked by: KDW	
Date: 09/25/12		Scale: NOT TO SCALE	
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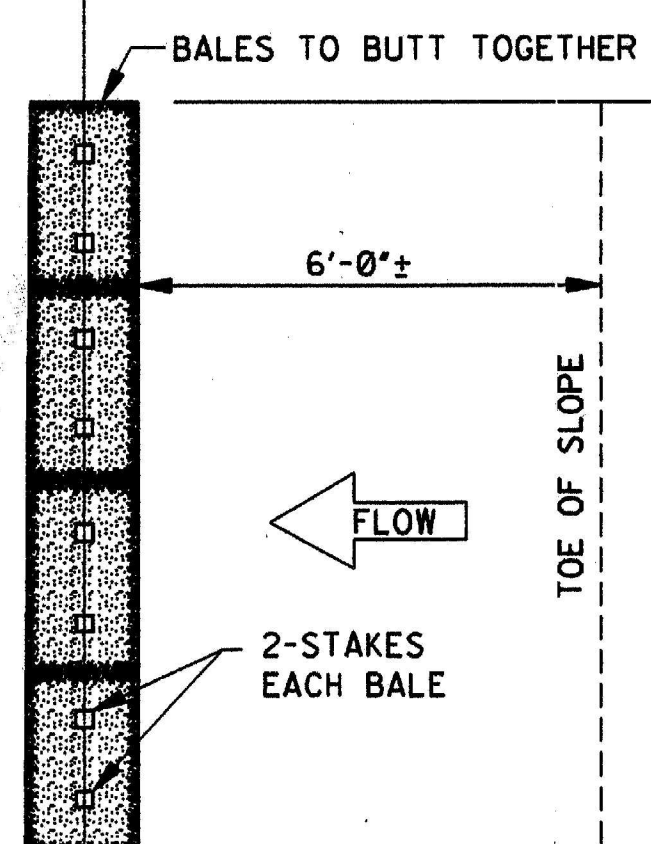
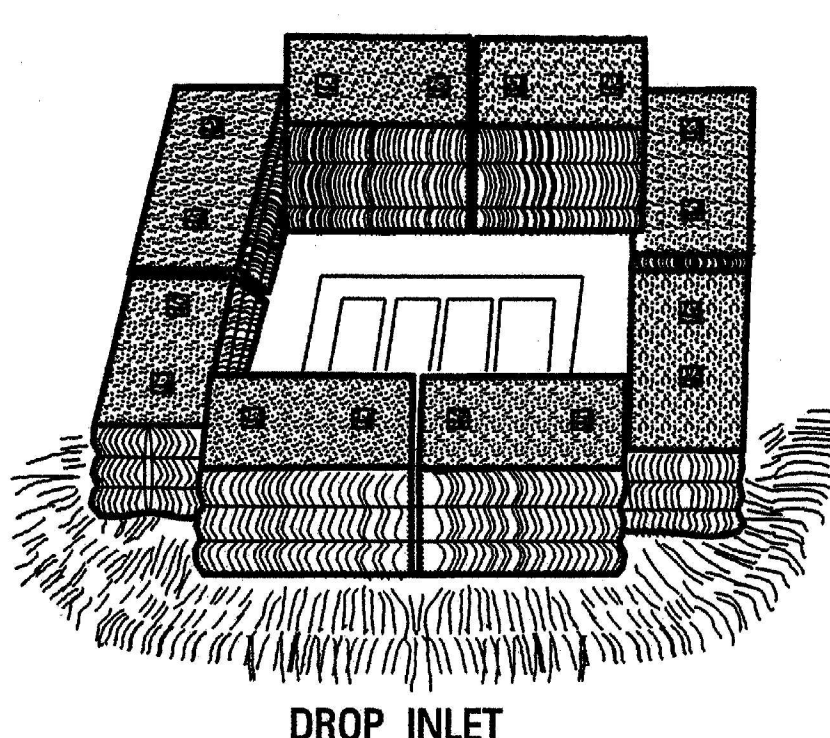
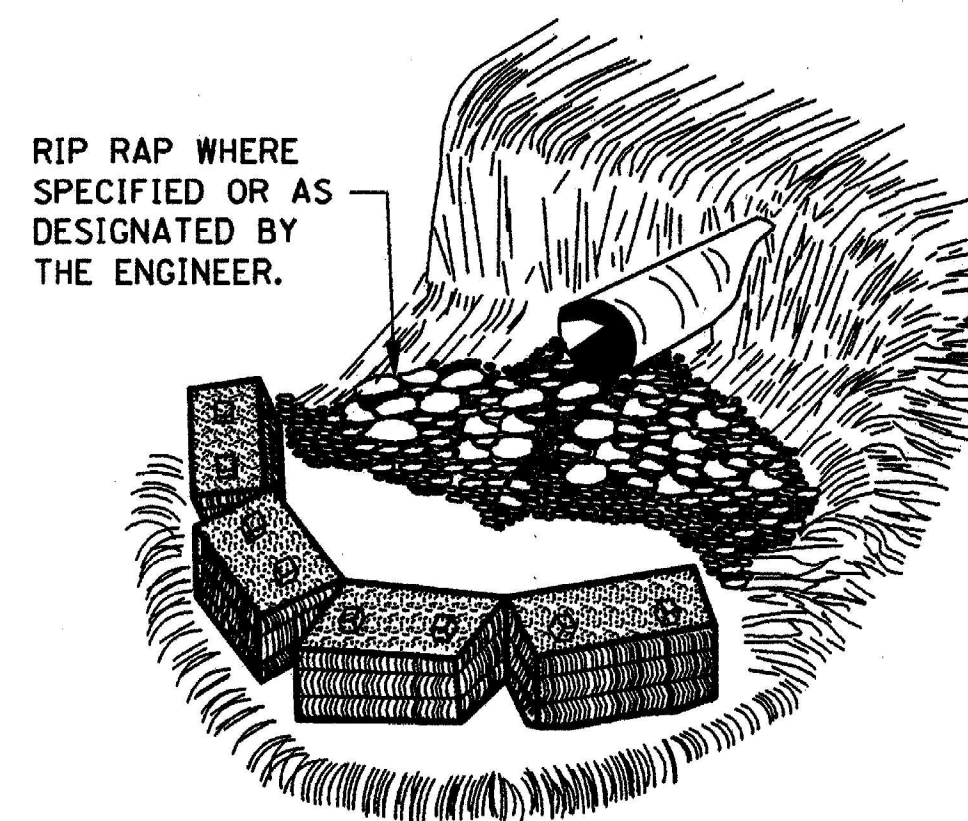
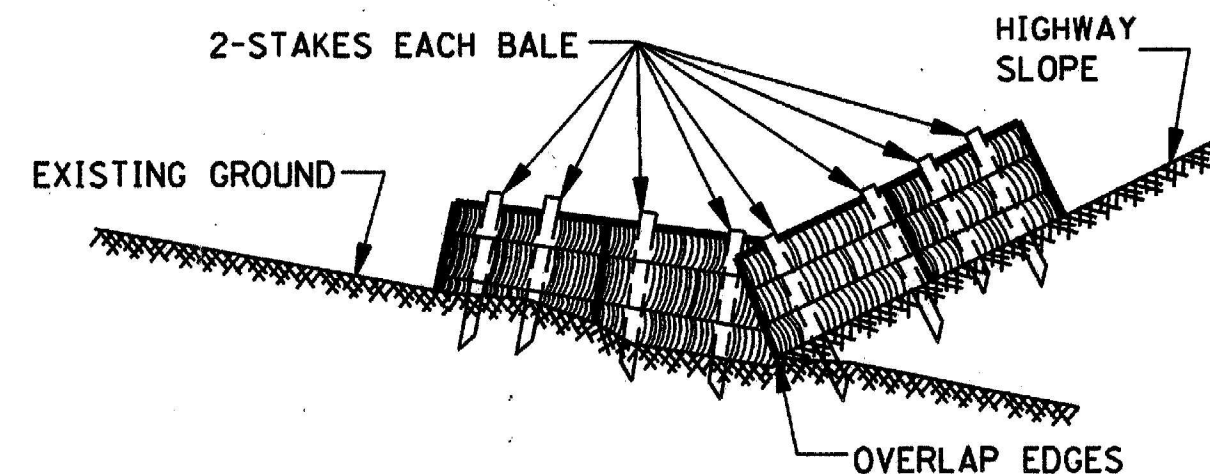
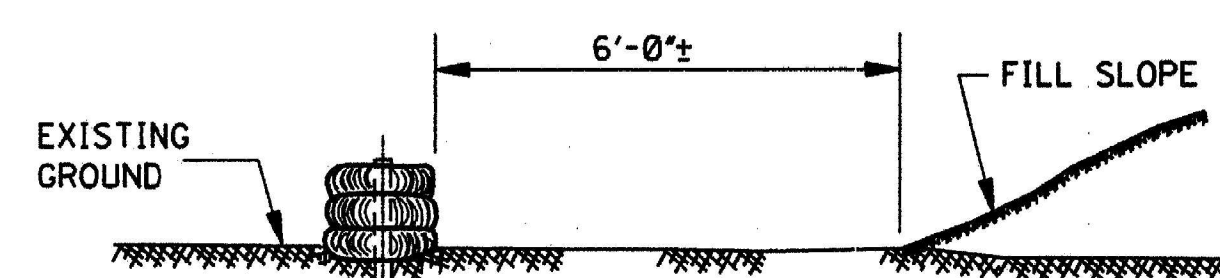
TEMPORARY SILT FENCE

- NOTES:
1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
 3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1' LONG.
 4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

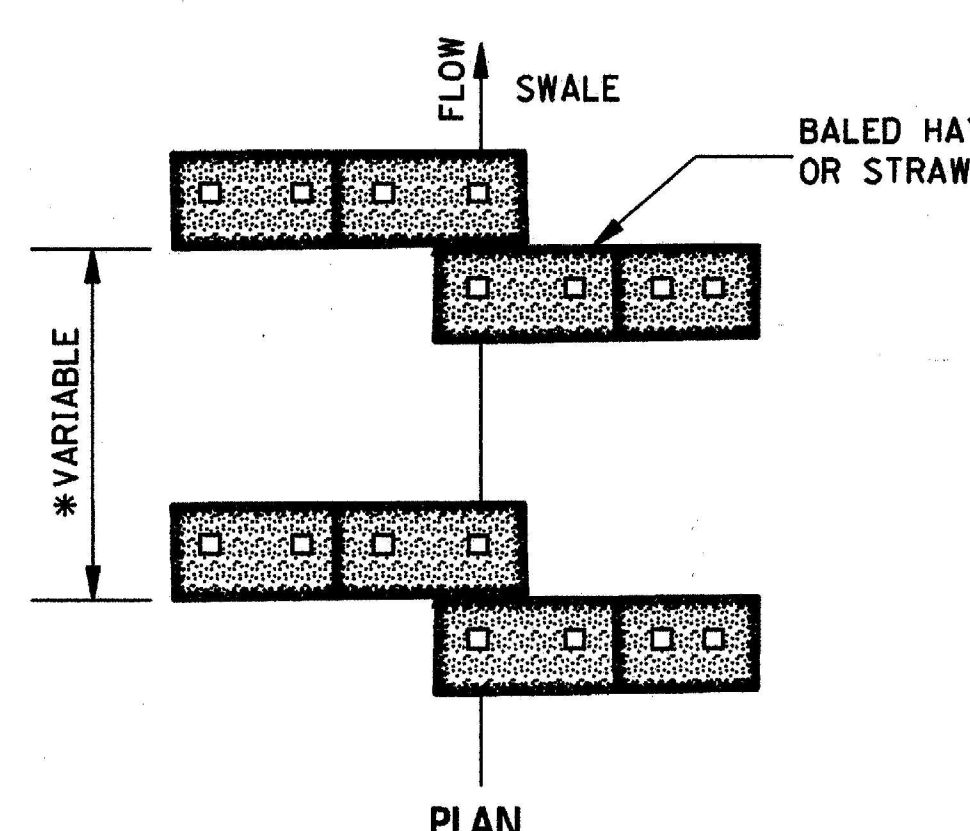


TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER TO BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
 3. TO ALLOW WATER TO FLOW THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.



FALL OF DITCH (%)	DISTANCE* (ft)
0 - 1	100'
1 - 2	50'
>2	25'



TEMPORARY EROSION CHECKS USING HAY OR STRAW BALES

NOTE: EMBED ALL BALES 3" MINIMUM INTO GROUND AND STAKE (2" X 2" X 36") SECURELY.

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURES NECESSARY TO CONTROL SILTATION.
2. TEMPORARY BRUSH BARRIERS SHALL BE USED AS REQUIRED BUT WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
3. THE USE OF TEMPORARY EROSION CONTROL MEASURES OTHER THAN TEMPORARY BRUSH BARRIERS WILL ONLY BE REQUIRED AND MEASURED FOR SEPARATE PAYMENT WHEN APPROPRIATE PAY ITEM(S) IS INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN		 WORKING NUMBER TEC-1 SHEET NUMBER 142
TYPICAL TEMPORARY EROSION CONTROL MEASURES (SILT FENCE, HAY BALES & BRUSH BARRIER)		
DATE	ISSUE DATE: OCTOBER 1, 1998	

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and William D. Ladner dba Lyman Well Company dated February 19, 2013 for the Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 3rd day of December, 2013,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
DEPUTY CITY CLERK

(S E A L)

Publish (1) Wednesday, December 11, 2013
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

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NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and William D. Ladner dba Lyman Well Company dated February 19, 2013 for the Construction of 1500 GPM Water Well at Water Plant #2, Water Well #3, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 3rd day of December, 2013,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett
DEPUTY CITY CLERK

(SEAL)

Publish (1) Wednesday, December 11, 2013
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



Engineering Progress

November 15, 2013

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

Attn: The Honorable Johnny L. DuPree, Ph.D.
Mayor of Hattiesburg

Re: Water Well at Water Plant #2 – Well #3
City of Hattiesburg

Dear Mayor DuPree:

Please find for your record the closeout document package on the above referenced project.

In the three three-ring binder is all the relevant design information on newly constructed Well #3, and the Record Drawings.

Also enclosed are the following closeout documents:

- Consent of Surety to Final Payment
- Contractor's Affidavit of Release of Liens
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Guarantee of Work Performed
- Pay Application No. 5 (Final) in the amount of \$47,375.00

Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcelin JOSEPH'.

Marcelin JOSEPH, E.I.
Project Engineer

Enclosures

cc: Michele Moore



Engineering Progress

November 14, 2013

Lyman Well Company
15456 Sub Ladner Rd.
Gulfport, MS 39503

Attn: Mr. Josh Ladner

Re: Water Well at Water Plant #2 – Well #3
City of Hattiesburg

Dear Mr. Ladner:

As of this date, I certify that the project is substantially completed, and has been constructed in general conformance with the plans and specifications. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcelin JOSEPH', is written over a horizontal line.

Marcelin JOSEPH, E.I.
Project Engineer

cc: City of Hattiesburg – City Engineer
Steve Tingle



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Hattiesburg PROJECT: 1500 GPM WATER WELL AT WATER APPLICATION NO: 005
PLANT#2 WATER WELL #3 HATTIESBURG PERIOD TO: November 12, 2013
FROM Lyman Well Company VIA Shows, Dearman & Waits ARCHITECT: OWNER:
CONTRACTOR: ARCHITECT: CONTRACTOR: ARCHITECT:
ARCHITECT: CONTRACTOR: ARCHITECT: CONTRACTOR: ARCHITECT:
FIELD: OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 346,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 6,325.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 352,325.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 352,325.00

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
b. 0 % of Stored Material (Column F on G703) \$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 352,325.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 304,950.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 47,375.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 6,325.00	\$ 0.00
TOTALS	\$ 6,325.00	\$ 0.00
NET CHANGES by Change Order	\$	6,325.00

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

CONTRACTOR:

By:

State of

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

MISSISSIPPI

Harrison

13th

November 2013

Veronica Janine Greene

11-8-16

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 91518
Commission Expires
Nov. 8, 2016

VERONICA JANINE GREENE

11/17/2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 47,375.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *Mark A. Smith* Date: 11/15/2013

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

Continuation Sheet

AIA Document, G702TM-1992, Application and Certification for Payment, or G736TM-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 005

APPLICATION DATE: 11/12/2013

PERIOD TO:

ARCHITECT'S PROJECT NO: R-110-205-02-GZ

[illegible]

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User Notes:

esale.
(1649823554)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		\$352,325.00	\$321,000.00	\$31,325.00	\$0.00	\$352,325.00	100.00 %	\$0.00	\$0.00
	GRAND TOTAL								

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond: 105884578

PROJECT: (Name and address)
1500 GPM Water Well at Water Plant #2
Water Well #3, Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:
Construction

ARCHITECT: ☐

CONTRACTOR: ☐

TO OWNER: (Name and address)
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS

CONTRACT DATED:
//

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of
(Insert name and address of Contractor)

Lyman Well Company
15456 Sub Ladner Road
Gulfport, MS 39502

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

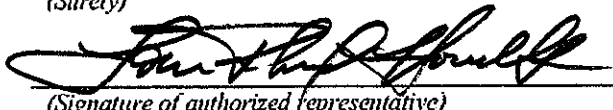
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 12, 2013

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of

(Surety)



(Signature of authorized representative)

Loren Richard Howell, Jr., Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224011

Certificate No. 004534043

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle, Belinda Tubbs of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance, Teresa Farris of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., and Sharon Tuten

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

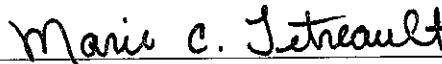
By: 

George W. Thompson, Senior Vice President

On this the 14th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

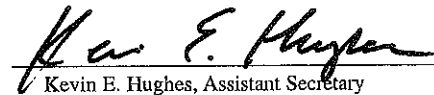
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG	R-110-205-02-GZ	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR: WATER WELL	CONTRACTOR: ☐
	CONTRACT DATED: APRIL 8, 2013	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

LYMAN WELL COMPANY
15456 SUB LADNER RD, GULFPORT MS, 39503

BY:

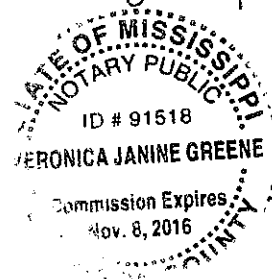
(Signature of authorized representative)

JOSHUA LADNER GENERAL
MANAGER

(Printed name and title)

Subscribed and sworn to before me on this date: 11-13-13

Notary Public: *(Signature)*
My Commission Expires: 11-8-16



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
1500 GPM WATER WELL AT
WATER PLANT#2 WATER
WELL #3
HATTIESBURG
TO OWNER: (Name and address)
CITY OF HATTIESBURG

ARCHITECT'S PROJECT NUMBER:
R-110-205-02-GZ

CONTRACT FOR: WATER WELL
CONTRACT DATED: APRIL 8, 2013

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: MISSISSIPPI
COUNTY OF: FORREST

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

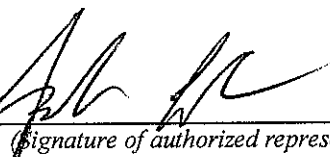
Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)
LYMAN WELL COMPANY
15456 SUB LADNER RD. GULFPORT MS,
39503

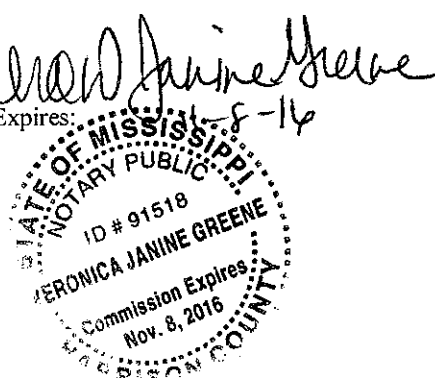
BY:


(Signature of authorized representative)

JOSHUA LADNER GENERAL
MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date: 11-13-13

Notary Public:
My Commission Expires:



LYMAN WELL COMPANY
15456 SUB-LADNER RD
GULFPORT, MS 39503
228-832-3193

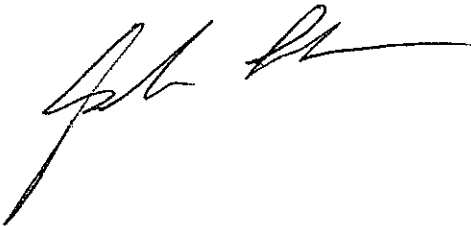
November 13, 2013

RE: CITY OF HATTIESBURG
1500 GPM WATER WELL AT WATER PLANT # 2
WATER WELL #3 PROJECT NO. R-110-205-02-GZ

To Whom It May Concern;

This is a Warranty statement according to our contract to perform work for the above named project. Lyman Well Company agrees to warranty work and materials for said project for One Year from date of substantial completion. Said warranty will be in accordance to the general warranty statement found in the contract.

Signed,

A handwritten signature in black ink, appearing to read 'Josh Ladner', with a long horizontal stroke extending to the right.

Josh Ladner
General Manager





City of Hattiesburg, MS

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

Master

File Number: 2013-0771

File ID: 2013-0771

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/22/2013

Brief Title: Award bid for Drainage Improvements to Gordon's Creek at the Bakery Building project to D & M Clark Construction, LLC.

Final Action:

Minute Book Number: MB2013-359

Title:

Acknowledge bids received on November 14, 2013 for the Drainage Improvements to Gordon's Creek at the Bakery Building project, and award bid to D & M Clark Construction, LLC of Mize, MS in the amount of \$79,663.00, as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 12/03/2013

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	12/03/2013					

Text of Legislative File 2013-0771

Title

Acknowledge bids received on November 14, 2013 for the Drainage Improvements to Gordon's Creek at the Bakery Building project, and award bid to D & M Clark Construction, LLC of Mize, MS in the amount of \$79,663.00, as being the lowest and best bid received; Authorize Mayor to execute contract for same.

Summary

Award bid for Drainage Improvements to Gordon's Creek at the Bakery Building project to D & M Clark Construction, LLC.

Budget Information

001206.7296.07

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



Engineering Progress

November 14, 2013

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

Attn: Mayor Johnny L. DuPree, Ph.D.
RE: Drainage Improvements to Gordon's Creek at the Bakery Bldg.
City of Hattiesburg

Mayor:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on November 14, 2013 for the above referenced project.

I am recommending the lowest bidder, D & M Clark Construction, LLC of Mize, MS in the bid amount of Seventy Nine Thousand, Six Hundred and Sixty Three Dollars and No Cents (\$79,663.00).

Enclosed is a copy of the original bid from D & M Clark Construction, LLC and the original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', is written over the 'Sincerely,' text.

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

BID TAB		November 14, 2013
Project:	Drainage Improvements to Gordans Creek at the Bakery Bldg	
Project No.	1286C	

Project No. 1286C

222 Clunan Land
Yazoo City, MS 39194

Item No.	Item Description	Quantity	Unit
1	MOBILIZATION	1	LUMP SUM
2	REMOVAL OF RIPRAP & OTHER DEBRIS	1	LUMP SUM
3	TEMPORARY SILT FENCE	425	LIN. FT.
4	WATTLES, 20"	50	LIN. FT.
5	EXCAVATION AND DISPOSAL	575	CU. YD.
6	GEOTEXTILE STABILIZATION, TYPE V	800	SQ. YD.
7	PERMANENT TUFF REINFORCEMENT MAT RECP	850	SQ. YD.
8	RIPRAP 200 LB	770	TONS
9	GRASSING OF DISTURBED AREAS	1	LUMP SUM
		Total Bid	

Unit Price	Amount
\$5,500.00	\$5,500.00
\$7,500.00	\$7,500.00
\$1.00	\$425.00
\$2.00	\$100.00
\$7.00	\$4,025.00
\$2.50	\$2,000.00
\$14.00	\$11,900.00
\$59.40	\$45,738.00
\$2,475.00	\$2,475.00
	\$79,663.00

Unit Price	Amount
\$4,750.00	\$4,750.00
\$13,500.00	\$13,500.00
\$3.50	\$1,487.50
\$6.00	\$300.00
\$6.00	\$3,450.00
\$3.50	\$2,800.00
\$5.60	\$4,760.00
\$60.00	\$46,200.00
\$2,500.00	\$2,500.00
	\$79,747.50

Unit Price	Amount
\$6,000.00	\$6,000.00
\$6,500.00	\$6,500.00
\$3.00	\$1,275.00
\$10.00	\$500.00
\$18.00	\$10,350.00
\$3.00	\$2,400.00
\$28.00	\$23,800.00
\$65.00	\$50,050.00
\$3,500.00	\$3,500.00
	\$104,375.00

Unit Price	Amount
\$10,000.00	\$10,000.00
\$16,000.00	\$16,000.00
\$5.00	\$2,125.00
\$9.00	\$450.00
\$22.75	\$13,081.25
\$3.00	\$2,400.00
\$15.75	\$13,387.50
\$63.50	\$48,895.00
\$1,260.00	\$1,260.00
	\$107,598.75

BID TAB		November 14, 2013
Project:	Drainage Improvements to Gordans Creek at the Bakery Bldg	
Project No.	1286C	

BID TAB		November 14, 2013
Project:	Drainage Improvements to Gordans Creek at the Bakery Bldg	
Project No.	1286C	

BID TAB		November 14, 2013
Project:	Drainage Improvements to Gordans Creek at the Bakery Bldg	
Project No.	1286C	

BID TAB		November 14, 2013
Project:	Drainage Improvements to Gordans Creek at the Bakery Bldg	
Project No.	1286C	

Walker Construction LLC
344 Hwy 13
Wiggins, MS 39577

Walker Construction LLC
344 Hwy 13
Wiggins, MS 39577

Walker Construction LLC
344 Hwy 13
Wiggins, MS 39577

Hensley R. Lee Contracting, Inc
311 Acorn Lane
Picayune, MS 39466

Hensley R. Lee Contracting, Inc
311 Acorn Lane
Picayune, MS 39466

Hensley R. Lee Contracting, Inc
311 Acorn Lane
Picayune, MS 39466

Bush Construction Co., Inc.
PO Box 8327
Laurel, MS 39441-8327

Bush Construction Co., Inc.
PO Box 8327
Laurel, MS 39441-8327

Bush Construction Co., Inc.
PO Box 8327
Laurel, MS 39441-8327

BASE BID

Item No.	Item Description	Quantity	Unit
1	MOBILIZATION	1	LUMP SUM
2	REMOVAL OF RIPRAP & OTHER DEBRIS	1	LUMP SUM
3	TEMPORARY SILT FENCE	425	LIN. FT.
4	WATTLES, 20"	50	LIN. FT.
5	EXCAVATION AND DISPOSAL	575	CU. YD.
6	GEOTEXTILE STABILIZATION, TYPE V	800	SQ. YD.
7	PERMANENT TUFF REINFORCEMENT MAT RECP	850	SQ. YD.
8	RIPRAP 200 LB	770	TONS
9	GRASSING OF DISTURBED AREAS	1	LUMP SUM
		Total Bid	

Unit Price	Amount
\$11,000.00	\$11,000.00
\$18,000.00	\$18,000.00
\$5.00	\$2,125.00
\$10.00	\$500.00
\$15.00	\$8,625.00
\$4.50	\$3,600.00
\$15.00	\$12,750.00
\$70.00	\$53,900.00
\$1,800.00	\$1,800.00
	\$112,300.00

Unit Price	Amount
\$10,000.00	\$10,000.00
\$15,000.00	\$15,000.00
\$3.00	\$1,275.00
\$4.00	\$200.00
\$25.00	\$14,375.00
\$6.50	\$5,200.00
\$10.00	\$8,500.00
\$115.00	\$88,550.00
\$5,000.00	\$5,000.00
	\$148,100.00

Unit Price	Amount
\$20,170.32	\$20,170.32
\$94,784.82	\$94,784.82
\$3.03	\$1,287.75
\$9.52	\$476.00
\$19.93	\$11,459.75
\$7.72	\$6,176.00
\$41.86	\$35,581.00
\$80.54	\$62,015.80
\$10,382.23	\$10,382.23
	\$242,333.67

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on Nov. 14, 2013, and that said tabulation is true and correct to the best of my belief.



Kyle D. Wallace, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2013-0783

File ID: 2013-0783

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: Request for Qualifications - Qualified Eligible Contractors

Final Action:

Minute Book Number: MB2013-359

Title:

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

Notes:

Sponsors:

Enactment Date:

Attachments: QEC January 2014 RFQ, QEC.instructions 2014, QEC Application and Checklist, executed QEC January 2014 RFQ

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0783

Title

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.

Summary

Request for Qualifications - Qualified Eligible Contractors

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, December 26, 2013, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2014 for the Department of Federal and State Programs - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("December 26, 2013").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of December 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, December 6, 2013; Friday, December 13, 2013

**CITY OF HATTIESBURG
DEPARTMENT OF FEDERAL AND STATE PROGRAMS**

**INSTRUCTIONS TO RESPONDENTS FOR CDBG AND HOME
PROGRAM SERVICES**

BID FORM

PROPOSAL FOR: Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2014 for the Department of Federal and State Programs - Community Development Division.

Statements of Qualifications will be received until 10 a.m. Thursday, December 26, 2013 in the City Clerk's Office in the Hattiesburg City Hall located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning at 10 a.m., Thursday, December 26, 2013.

For questions or clarifications, respondents should contact:

City Clerk
P. O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4552

The undersigned Respondent agrees to comply with and provide the following services to the City of Hattiesburg:

Respondent shall furnish contracting or construction services associated with CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities.

Successful respondents shall furnish and supervise any personnel needed to perform any necessary activities related to said services.

Successful respondents shall furnish all tools and equipment necessary to perform said services. Respondents shall provide a detailed equipment list using the attached form or a separate listing may be attached as needed.

[illegible]

Respondents must be licensed contractors with the State of Mississippi and the City of Hattiesburg by the deadline for submitting qualifications and must provide all the information indicated on the attached **Checklist for Contractors**.

Responses will be reviewed by committee. Incomplete responses, failure to provide minimally required information, or evidence of ineligibility will result in a finding of non-qualification. For the respondents with completed applications that meet basic eligibility requirements, the committee will check references and review examples of work for work standards and quality of workmanship.

Successful respondents will be placed on list of Qualified Eligible Contractors for the City's CDBG and HOME programs. For each related residential rehabilitation, repair or reconstruction project, contractors must submit bids based on a work write-up completed by the Department of Federal and State Programs' Community Development Division staff. Only contractors on the list of Qualified Eligible Contractors may bid on these CDBG and HOME projects.

If there is no available contractor from the list, the City may use some other objective method of identifying contractors to complete the various related projects. Further, the City may use an alternative objective method of selecting contractors from the established list of QECs.

Successful respondents agree to comply with all federal, state, and city laws in performing the work contracted or assigned as a result of being placed on the City's list of QECs.

Successful respondents shall coordinate all work and related activities with the City's Department of Federal and State Programs. Contractors must perform work as written on work write-ups. Changes to work write-ups will be made only by permission of Community Development staff. Any additional work completed without prior permission and proper inspection by Community Development staff will not be eligible for Change Order.

Successful respondents agree to hold harmless and indemnify City from any and all liability and damages of any kind whatsoever resulting from participation in its CDBG and HOME programs.

It is understood that contractors may be removed from the list of QECs for failure to comply with terms and condition herein or any other violation of any federal, state or local law and/or regulation.

Respondents shall provide all company information identified on the attached form and must include all required supporting documentation where requested.

NAME OF COMPANY

STREET/P.O. BOX ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER (DAY AND NIGHT)

FAX NUMBER

DATE OF BID

COMPANY OFFICIAL'S NAME & TITLE

COMPANY OFFICIAL'S SIGNATURE

SOCIAL SECURITY OR EMPLOYER ID NUMBER

DUNS NUMBER (required)

OFFICIAL'S SIGNATURE – I hereby acknowledge receipt of all bid instructions and agree, if selected, to abide by all program guidelines. I additionally acknowledge that *Housing Rehabilitation/Reconstruction and Housing Repair Grant Programs Manual (Amended March 2011)* has been made available as a public record through the City of Hattiesburg's City Clerk's Office, and that I am fully prepared to abide by the guidelines, policies, and procedures contained therein.

**APPLICATION FOR ELIGIBILITY FOR QUALIFIED
CDBG/HOME PROGRAM GENERAL CONSTRUCTION CONTRACTOR**

General Construction Contractors/Remodelers who are interested in participating in CDBG/HOME Programs should answer the questions below and submit the information as noted.

By completing this application and providing the information requested it is understood that any/all information will be verified and references will be checked.

Date of application: _____

1. Name of Company: _____

Name of owner/owners: _____

Address: _____

Telephone No: _____ Fax No.: _____ E-mail address: _____

Name of Responsible Individual: _____

Address: _____

Telephone No: _____ Fax No.: _____ E-mail address: _____

2. Have you ever been or are you currently an employee of the City of Hattiesburg? _____

If yes, please give the date(s) of employment _____

3. Please list all major equipment owned by you or your company.

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

- A. Subcontractor Information (Please provide three subcontractor references).

- Type of work Subcontractor Performs: _____

Page 2 of 5

2. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

3. Name of Subcontractor: _____

Type of work Subcontractor Performs: _____

Address: _____

Telephone: _____ Fax: _____

B. Material Suppliers (Please provide two material supply references).

1. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

2. Name of Supplier: _____

Address: _____

Telephone: _____ Fax: _____

Type of Supplies: _____

C. *Prior Job References:

1. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

2. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

3. Owner of Property: _____

Address: _____

Telephone: _____ Fax: _____

Description of work Performed: _____

*Note: If no local jobs, please provide copies of pictures of prior jobs for our file.

CONTRACTOR'S APPLICATION CHECKLIST

Please attach the following information to your application:

- ☐ Copy of Privilege Tax License
- ☐ Copy of State Contractor's License, if applicable
- ☐ Copy of Liability Insurance
- ☐ Copy of Performance and Payment Bond
- ☐ Copy of Workmen's Compensation **OR** a letter from your insurance agent that your company is not required to carry Workmen's Compensation Insurance

Applicant should NOT assume that previous submission of this information to the Department of Federal & State Programs or any other city department is acceptable. Failure to include all requested documentation accompanying this application will constitute an incomplete application, and will be denied.

AUTHORIZATION FOR RELEASE OF INFORMATION

By my signature below I authorize the release of information by all subcontractors, references and others from the information supplied herein to the City of Hattiesburg Department of Urban Development Community Development – Entitlements Division.

Company Name

Authorized Representative Signature

Printed Name of Authorized Signatory

Date

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, December 26, 2013, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2014 for the Department of Federal and State Programs - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("December 26, 2013").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of December 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, December 6, 2013; Friday, December 13, 2013



City of Hattiesburg, MS

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

Master

File Number: 2013-0780

File ID: 2013-0780

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2013-359

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: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0780

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: November 25, 2013

The following request for payment is being submitted for approval during the City Council's December 3, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Community Connections, Inc.
Activity:	CHDO – New Affordable Housing
Program:	HOME
Project Site:	614 Barkley Rd.
Amount Requested:	\$8,334.90
Purpose of Request:	Draw #1 – proportion 60%, minus 10% withholding
Work Provided by:	Smith's Remodeling & Christopher Plumbing

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	602 Stevens St.
Amount Requested:	\$7,580.00
Purpose of Request:	Change Orders – plumbing & termite damage
Work Provided by:	Smith's Remodeling

Recipient:	Hollimon Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	309 N 21 st Ave.
Amount Requested:	\$4,500.00
Purpose of Request:	Draw #4
Work Provided by:	Hollimon Construction

REQUEST FOR FUNDS FORM

CHDO Name: COMMUNITY CONNECTIONS INC Prepared by: DONNA A. ALI
 Contact Phone Number: 601-261-0820 Contract Date: June 18, 2013
 Payment Request Number: 001 CHDO Activity: 614 Barkley Rd., Hattiesburg
 Estimated percentage (%) complete: 13%

Request for reimbursement of expense incurred between 10/01/13 and 11/22/13.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☒ New Construction Development Cost	☐ Rehabilitation Development Cost
--	---	--	---

Payment Request Breakdown

Item Description	Amount requested
1) Building Permit –City of Hattiesburg	\$ 550.00
2)Sewer & Water Tap Fee – City of Hattiesburg	\$ 2,435.00
3)Johnnie L. Smith, Subcontractor	\$11,250.00
4)Christopher Plumbing Service	\$ 1,200.00

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$15,435.00	Total Amount Requested for this Draw	\$15,435.00
<i>This section to be completed by City</i>			
Original Contract Amount	\$54,900. ⁰⁰	Original Contract Amounts	\$100,550.00
Total Change order amounts	\$ —	Total Change order amounts	\$0.00
Prior payments to date	\$ 0	Prior payments to date	\$0.00
Contract balance	\$54,900. ⁰⁰	Contract balances	\$100,550.00
Total amount approved 60%	\$ 9,261. ⁰⁰	Total amounts approved	\$15,435.00
10% withheld	\$ 926. ¹⁰	% withheld if any	\$0.00
This Payment Amount	\$ 8,334. ⁹⁰	Actual payment amounts	\$15,435.00
New Contract balance	\$45,639. ⁰⁰	New Contract balances	\$85,115.00
Total retainage held to date	\$ 926. ¹⁰	Total retainage held to date	\$0.00

Authorized Signatures

Signature of Authorized Officer Requesting Funds <i>Donna A. Ali</i>	Print Name Donna A. Ali, Executive Director	Date 11-21-13
Signature of City Housing Specialist <i>R Jordan</i>	Print Name Randy Jordan	Date 11/25/13
Signature of City Official Approving Disbursement <i>Andrew Ellard</i>	Print Name Andrew Ellard	Date 11/25/13

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Mrs. Willie Banks
602 Stevens St.
Hattiesburg, MS 39401**

Request: Change order request to unstop drain line for tub.

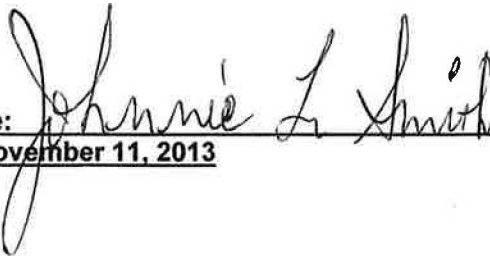
1.) Cost to repair/replace stopped up drain line in bathroom And repair needed sheetrock	\$600.00
---	-----------------

Total cost of change orders	<u>\$600.00</u>
------------------------------------	------------------------



Signature:

Date: November 11, 2013



SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mrs. Willie Banks
602 Stevens St.
Hattiesburg, MS 39401

Request: Change order request for cost to replace sheetrock on all bedroom ceilings
And hallway, cost to replace studs in the wall, cost to repair woodwork in ceilings
Cost to replace needed baseplates, cost to replace needed headers eaten up by
Termites, cost to replace insulation in walls cost to brace up attic.

1.) Cost to replace and finish sheetrock on mentioned ceilings	\$1,400.00
2.) Cost to replace needed studs baseplates and headers in the wall eaten by termites and install strong backs to support ceilings	\$2,400.00
3.) Cost to repair woodwork in rear ceilings	\$ 480.00
4.) Cost to replace insulation in the walls	\$ 900.00
5.) Cost to take out flower box in front of home and take out Bushes that's holding water and causing damage to walls	\$ 600.00
6.) Cost to repair damage to floor in living room	\$ 300.00
7.) Cost to take up tile kitchen floor and replace because they are broken and can not be matched	\$ 300.00

Total cost of change orders \$6,980.00



Signature: 
Date: 9-30-13

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164.

City of Hattiesburg
Victoria Johnson
309 North 21st Street
Hattiesburg, MS 39401

- Refurbish hardware floors in 3 bedrooms, hallway and living room
- Install shoe molding in 3 bedrooms, hallway and living room
 - Build cabinet in utility room
 - Install vinyl flooring
- Install hot water heater, dishwasher and stove

Draw #4

Total:
\$4,500.00

RD

Thanks!!

Curtis Hollimon



City of Hattiesburg, MS

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

Master

File Number: 2013-0777

File ID: 2013-0777

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/25/2013

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2013-359

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	12/03/2013					

Text of Legislative File 2013-0777

Title

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

Summary

CDBG 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 CDBG Program claims

DATE: November 25, 2013

The following request for payment is being submitted for approval during the City Council's December 3, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Southeast Mississippi Rural Health Initiative
Activity:	Public Services
Program:	CDBG
Project Site:	5488 US Hwy 49
Amount Requested:	\$795.46
Purpose of Request:	Draw #2
Work Provided by:	Southeast Mississippi Rural Health Initiative

Recipient:	AIDS Services Coalition
Activity:	Public Services
Program:	CDBG
Project Site:	P.O. Box 169
Amount Requested:	\$5,123.24
Purpose of Request:	Draw #1
Work Provided by:	AIDS Services Coalition

Recipient:	First Tee of the Pinebelt
Activity:	Public Services
Program:	CDBG
Project Site:	301 Barry St.
Amount Requested:	\$7,648.34
Purpose of Request:	Draw #2
Work Provided by:	First Tee of the Pinebelt

Recipient:	Pinebelt Community Services
Activity:	Public Services
Program:	CDBG
Project Site:	1101 North Main St.
Amount Requested:	\$4,569.80
Purpose of Request:	Draw #2
Work Provided by:	Pinebelt Community Services

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Hensley R. Lee Contracting

Demolition

CDBG

719 Lincoln St.; 721 Lincoln St.; 1215 Putnam Ave.

709 McKinley St.; 719 McKinley St.

\$13,900.00

Draw #1

Hensley R. Lee Contracting

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Hensley R. Lee Contracting

Demolition

CDBG

103 Independence Ave; 415 Katie Ave.

1304 Elizabeth Ave.; 1308 Elizabeth Ave.

\$11,600.00

Draw #1

Hensley R. Lee Contracting

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Breakthrough Community Services

Emergency Repair

CDBG

1678 James Street

\$7,000.00

Draw #1

J & J Construction



**SOUTHEAST MISSISSIPPI
RURAL HEALTH INITIATIVE, INC.**

5488 US Hwy 49 / P.O. Box 1729
Hattiesburg, MS 39403
(601) 545-8700 • FAX (601) 582-5461

November 15, 2013

Andrew Ellard
Governmental Accountant
City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

Re: Request for Reimbursement

Dear Mr. Ellard,

Please accept this as request for reimbursement from the City of Hattiesburg's CDBG, Public Service Grant for Southeast Mississippi Rural Health Initiative, Inc.'s Healthcare for the Homeless Voucher Program (HCHV). We have had an increase in the vouchers submitted this month for services, but anticipate that there will be more next month. Our agreement stated that we would serve 50 homeless individuals with healthcare and prescription assistance. For the month of October there were 11 individuals who received healthcare visits and 30 prescriptions.

We are requesting reimbursement for:

Healthcare and Prescription Assistance in the amount of \$795.46. There were two patients who were sent to Forrest General Hospital for X-rays. These charges are not reflective on this request for Reimbursement.

Please see attached spreadsheet of patient demographic information for your reporting purposes. If you have any questions, feel free to contact me at 601-545-8700. As always, we appreciate the opportunity to work closely with the City of Hattiesburg and provide quality healthcare for the residents within the city.

Sincerely,

Ivie Pulliam
Director of Grants Administration

Healthcare for the Homeless Vouchers:

OCTOBER 2013

Race/Ethnicity	Number Served	Hispanic/Latino	Gender		Income Levels*			
			M	F	EL	L	M	NL
Black/African-American	6	0	3	3	6	0	0	0
White/Caucasian	5	0	4	1	5	0	0	0

Date of Svc.	ID #	Race	Hsp	Gdr	Mo. Inc.	Income Level	Referring Agency	Person	# Pres	\$ Pres	\$HC	HCFA Rec'd	Balance (Beg.\$6445.84)
10/01/13	● 1298930	B	N	F	0	EL	SMCC Shelter	Joanna Chandler	2	22.59	● 55.00	yes	6368.25
10/15/13	● 1039310	W	N	M	0	EL	Fieldhouse	Cynthia Young	3	20.41	● 20.00	Yes	6327.84
10/17/13	● 1305100	W	N	M	0	EL	Fieldhouse	Cynthia Young	1	5.94	● 20.00	Yes	6301.90
10/17/13	● 1305220	B	N	M	0	EL	Fieldhouse	Cynthia Young	2	14.44	● 20.00	Yes**	6267.46
10/18/13	● 1305610	W	N	M	296	EL	Fieldhouse	Cynthia Young	0	0	● 20.00	yes	6247.46
10/18/13	● 1305620	B	N	M	0	EL	Fieldhouse	Cynthia Young	0	0	● 20.00	yes	6227.46
10/18/13	● 1304520	W	N	M	0	EL	Fieldhouse	Cynthia Young	0	0	● 60.00	Yes**	6167.46
10/21/13	● 1306550	B	N	M	0	EL	Fieldhouse	Cynthia Young	4	42.91	● 30.00	yes	6094.55
10/22/13	● 1308110	B	N	F	0	EL	Fieldhouse	Cynthia Young	4	143.25	● 40.00	Yes	5911.30
10/23/13	● 1116190	B	N	F	0	EL	Fieldhouse	Cynthia Young	3	24.94	● 68.00	yes	5818.36
10/23/13	● 1306860	W	N	F	119	EL	Fieldhouse	Cynthia Young	11	147.98	● 20.00	yes	5650.38
TOTAL													\$795.46

**Note: 2 patients were referred to Forrest General Hospital for X-rays. Those invoices have not been received at this time.

AB 11/18/13



AIDS SERVICES COALITION

POST OFFICE BOX 169
HATTIESBURG, MS 39403-0169
PHONE: (601)450-4286

November 19, 2013

Andrew Ellard
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Re: Request for Reimbursement and
Request for Budget Modification

Dear Andrew:

Below is our request for reimbursement for our 2013 Public Service Grant in the amount of \$5,123.24. I have attached copies of bills and checks for documentation. In addition, I have attached a demographic breakdown for the clients that have benefitted from August 2013 to date. I will continue to provide benefit data quarterly at your request. We utilized the 10% variance allowed in Nutrition.

Hattiesburg Public Services Grant		2013			
<u>November 19, 2013</u>	<u>Line Item</u>	<u>Budget</u>	<u>Expenditures to Date</u>	<u>Comments</u>	<u>Category Totals</u>
<u>REPORT</u>					
	Beds, Mattresses, Box springs, etc.	\$ 4,000.00			
	Mattress Direct		\$2,032.89	Mattresses and Box Springs	
	Target		\$200.90	Mattress and Box Spring Covers	
	Walmart		\$234.97	Electric Blankets	
	Walmart.com		\$711.21	Bedding	\$3,179.97
	Freezer	\$ 1,200.00			
	Lowes		\$935.25	Freezer, Warranty	\$935.25
	Ensure, Nutritional Supplements	\$ 500.00			
	Hattiesburg Medical Supply		\$ 375.57	Ensure	
	Dollar General		\$ 63.02	Food	
	Sunflower		\$ 569.63	Food	
	TOTAL	\$ 5,700.00			

Sincerely,

Kathy Garner
Executive Director

~~\$1,008.02~~ 1008.22
~~\$5,123.24~~ 5123.44
AB
11/25/13



MEMORANDUM

To: Andrew Ellard
Government Accountant
City of Hattiesburg

From: Sandra Thompson
Executive Director
The First Tee of The Pine Belt

Re: Reimbursement of Expenses – Request Number 2

Date: November 25, 2013

We are requesting reimbursement as attached.

Category: Salaries	Prior Balance	\$9,850.00
*Reimbursement request		<u>\$8,954.84</u>
New Salary Balance		\$ 895.16

Category Participant Uniform	Prior Balance	\$1,000.00
*Reimbursement request		<u>\$ 351.00</u>
New Participant Uniform Balance		\$ 649.00
Total reimbursement request:		<u>\$9,305.84</u>

7,297.34
2,552.66
7,648.34
AB 11/25/13

Thank you.

*The request is calculated based on gross salary

PINEBELT COMMUNITY SERVICES

1101 N MAIN STREET

HATTIESBURG, MS 39401

REQUEST FOR PAYMENT

November 25, 2013

TO: City of Hattiesburg

Office of Federal and State Programs

P.O. Box 1898

Hattiesburg, Mississippi

RE: Feeding Program Line Item (Draw No. 2)

This is a formal request for a payment in the amount of ~~\$2,084.62~~ for food purchases for the feeding program at Pinebelt Community Services.

*\$4,569.80
AE 11/25/13*



Date	Invoice #
11/11/2013	5410

Quantity	Item Code	Description	Price Each	Amount
1	CONTRACT WORK	Demo - 719 Lincoln Street	2,500.00	2,500.00T
1	CONTRACT WORK	Demo - 721 Lincoln Street	2,500.00	2,500.00T
1	CONTRACT WORK	Demo - 709 McKinley Street	2,850.00	2,850.00T
1	CONTRACT WORK	Demo - 719 McKinley Street	2,850.00	2,850.00T
1	CONTRACT WORK	Demo - 1215 Putnam Avenue	3,200.00	3,200.00T
		Sales Tax	0.00%	0.00
Phone #		601-799-1335	Total \$13,900.00 RD	
Fax #		601-799-1336		



Date	Invoice #
11/11/2013	5409

Bill To
City of Hattiesburg 200 Forrest Street Hattiesburg, Ms. 39401

Terms	Due Date
Net 30	12/11/2013

P.O. Number	Location
137735	Hattiesburg

Quantity	Item Code	Description	Price Each	Amount
1	CONTRACT WORK	Demo - 103 Independence Ave	2,500.00	2,500.00T
1	CONTRACT WORK	Demo - 1304 Elizabeth Avenue	2,500.00	2,500.00T
1	CONTRACT WORK	Demo - 1308 Elizabeth Avenue	3,800.00	3,800.00T
1	CONTRACT WORK	Demo - 415 Katie Avenue	2,800.00	2,800.00T
		Sales Tax	0.00%	0.00
Phone #		601-799-1335	Total \$11,600.00	
Fax #		601-799-1336		





"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	J & J Construction	1678 James Street	01	Nov. 21, 2013

Quantity	Description	Unit Price	Total
1	Emergency Repair work – see invoice attached for repairs listed		(7,000)
1	Previous payments (advance, materials, etc, labor)	4,000	4,000
1	Exterior work completed	3,000	3,000
	Installed smoke detectors, replaced vent pipe, weatherized front door, rehang doors, installed & replaced light fixtures & added GFCI, replaced outlets,		
			\$7,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



City of Hattiesburg, MS

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

Master

File Number: 2013-0789

File ID: 2013-0789

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/26/2013

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2013-359

Title:

Approve claims docket for the period ending November 30,2013.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 13.11-30

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	12/03/2013					

Text of Legislative File 2013-0789

Title

Approve claims docket for the period ending November 30,2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING NOVEMBER 30, 2013					Date		- 11/26/13
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	127158	00138193	13001176	REPRS ANIMAL CONTROL UNIT	11/30/13	234860	957.50-
00001 AAMCO TRANS/AUTOMOTIVE S	127191	00137982	13001209	REPRS U#13048 STREET	11/30/13	234860	225.00-
AAMCOTRANS/AUTOMOTIVE S							
Sum							1,182.50-
00001 ADVANCED JANITORIAL SERV	20125 CITY H	00138507	13001392	SERVS 11/13 CITY HALL	11/30/13	234862	1,925.00-
00001 ADVANCED JANITORIAL SERV	20125 TRAFFI	00138507	13001393	SERVS 11/13 TRAFFIC OFFICE	11/30/13	234862	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE AUTO CARE	PO#138321 11	00138321	13001292	REPRS U#90008 POLICE	11/30/13	234863	695.21-
AFFORDABLE AUTO CARE							
Sum							695.21-
00001 AFFORDABLE EMERGENCY LIG	627	00138343	13001374	REPRS VARI POLICE UNITS	11/30/13	234864	372.50-
AFFORDABLE EMERGENCY LIG							
Sum							372.50-
00001 ALL ANIMAL CLINIC	392544	00138296	13001177	CANINE EUTHANASIA	11/30/13	234868	50.00-
ALL ANIMAL CLINIC							
Sum							50.00-
00001 ALLIED MEDICAL PRODUCTS	338256	00138100	13001155	AUTO EXTERNAL DEFIBRILLATOR	11/30/13	234870	1,699.00-
ALLIEDMEDICAL PRODUCTS							
Sum							1,699.00-
00001 AMTEC (AMER MUN TAX-EXEM	028105	00135649	13001295	SIMUNITION AMMO P/F ACADEMY	11/30/13	234871	1,058.76-
AMTEC(AMER MUN TAX-EXEM							
Sum							1,058.76-
00001 ASTRONICS DME CORP	IN106776	00137503	13001382	RUNWAY LIGHTS AIRPORT	11/30/13	234877	36,481.95-
ASTRONICS DME CORP							
Sum							36,481.95-
00001 AT&T	601M26940440	00020142	13001220	SERV 11/8-12/7/13 VARI DEPTS	11/30/13	234878	279.75-
AT&T							
Sum							279.75-
00001 AT&T CAPITAL SERVICES	601026684200	00138431	13001314	SOFTWARE MAINT 11/8-12/7/13	11/30/13	234879	871.00-
00001 AT&T CAPITAL SERVICES	601M26491400	00138431	13001315	SOFTWARE MAINT 11/7-12/8/13	11/30/13	234879	10,169.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AT&T CAPITAL SERVICES							
Sum							11,040.50-
00001 AUTO ARMATURE SERVICE IN	11585	00138165	13001159	BATTERY U#7629 STREET	11/30/13	234880	137.95-
00001 AUTO ARMATURE SERVICE IN	11409	00138173	13001160	BATTERY U#9900 STREET	11/30/13	234880	115.95-
00001 AUTO ARMATURE SERVICE IN	11658	00138332	13001213	BATTERY-AIRPT PRESSURE WASHER	11/30/13	234880	116.95-
00001 AUTO ARMATURE SERVICE IN	11608	00138274	13001302	BATTERY U#11356 STREET	11/30/13	234880	106.95-
AUTO ARMATURE SERVICE IN							
Sum							477.80-
00001 B & F TACTICAL STORE	300	00137825	13001294	FIRE ACADEMY RECRUIT UNIFORMS	11/30/13	234881	1,013.16-
B & FTACTICAL STORE							
Sum							1,013.16-
00001 BELK DEPARTMENT STORE	P9356009G00X	00137850	13001371	CLOTH ALLOW-PACK-POLICE	11/30/13	234885	144.93-
00001 BELK DEPARTMENT STORE	P9356009G00X	00137871	13001372	CLOTH ALLOW-HOFFER-POLICE	11/30/13	234885	254.93-
00001 BELK DEPARTMENT STORE	P9356009Y00X	00138192	13001373	CLOTH ALLOW-MCLAURIN-POLICE	11/30/13	234885	79.99-
BELK DEPARTMENT STORE							
Sum							479.85-
00001 BIG IRON DIESEL REPAIR L	SO1512	00138054	13001163	REPRS U#13982 STREET	11/30/13	234888	320.00-
BIG IRON DIESEL REPAIR L							
Sum							320.00-
00001 BOURNE BROTHERS PRINTING	48918	00138251	13001331	SIGNATURE STAMPS MUN COURT	11/30/13	234892	59.90-
00001 BOURNE BROTHERS PRINTING	48926	00138312	13001334	CSPIRE GET IT FIRST BROCHURES	11/30/13	234892	450.00-
BOURNEBROTHERS PRINTING							
Sum							509.90-
00001 BRIDGE & WATSON INC	9/19/13	00138532	13001400	SRVS VOTING RIGHTS LITIGATION	11/30/13	234895	1,952.36-
00001 BRIDGE & WATSON INC	11/19/13	00138532	13001401	SRVS VOTING RIGHTS LITIGATION	11/30/13	234895	6,627.59-
BRIDGE& WATSON INC							
Sum							8,579.95-
00001 BROADWAY DRIVE TIRE	089608	00138175	13001290	TIRES POLICE STOCK	11/30/13	234896	2,825.84-
BROADWAY DRIVE TIRE							
Sum							2,825.84-
00001 CARQUEST AUTO PARTS STOR	14758-16973	00138219	13001179	ANTIFREEZE CEM/FORESTRY UNTS	11/30/13	234901	240.36-
00001 CARQUEST AUTO PARTS STOR	14758-17097	00138237	13001311	ANTIFREEZE CEM/FORESTRY UNTS	11/30/13	234901	83.94-
00001 CARQUEST AUTO PARTS STOR	14758-17141	00137983	13001352	REPR PTS STREET STOCK	11/30/13	234901	82.70-
00001 CARQUEST AUTO PARTS STOR	14758-17114	00138178	13001353	REPR PTS U#9900 STREET	11/30/13	234901	48.24-
00001 CARQUEST AUTO PARTS STOR	14758-17143	00138167	13001360	REPR PTS SANIT STOCK	11/30/13	234901	26.44-
CARQUEST AUTO PARTS STOR							
Sum							481.68-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	CARROT TOP INDUSTRIES IN	20099700	00138078	13001198	US/MS FLAGS FIRE DEPT	11/30/13	234902	392.36-
	CARROTTOP INDUSTRIES IN							392.36-
	Sum							160.00-
00001	CENTER FOR GOVERNMENT AN	REG-BERNARDO	00138444	13001330	REG-BERNARDO MMCCA CONF JKSN	11/30/13	234904	
	CENTERFOR GOVERNMENT AN							160.00-
	Sum							4,867.50-
00001	CERTIFIED LABORATORIES	1308091	00138190	13001309	CHEMICALS HEALTH DIV	11/30/13	234906	20.00-
00001	CERTIFIED LABORATORIES	1308091 FRT	00138379	13001310	FREIGHT CHGS PO#138190	11/30/13	234906	
	CERTIFIED LABORATORIES							4,887.50-
	Sum							36.30-
00001	CHENNAULT BRENT	TRAVEL REIMB	00138359	13001271	EXPNS HAZ MATL TRNG JKSN	11/30/13	234907	
	CHENNAULT BRENT							36.30-
	Sum							838,136.90-
00001	CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13001364	TRF 3RD 11/13 PAYROLL	11/25/13	18351	
	CITY OF HATTIESBURG FUND							838,136.90-
	Sum							3,043.45-
00001	CLARKE DETROIT DIESEL AL	S108006959:0	00138282	13001202	REPRS U#13933 FIRE DEPT	11/30/13	234908	
	CLARKEDETROIT DIESEL AL							3,043.45-
	Sum							999.00-
00001	CLEAR CHANNEL RADIO-WUSW	258-62858	00138457	13001345	POLICE ACADEMY RECRUIT ADS	11/30/13	234909	1,037.00-
00001	CLEAR CHANNEL RADIO-WUSW	258-63938	00138457	13001346	POLICE ACADEMY RECRUIT ADS	11/30/13	234909	
	CLEARCHANNEL RADIO-WUSW							2,036.00-
	Sum							167.32-
00001	COLLINS, BARRY A	MEAL TICKET	00138233	13001152	MEALS-FIRE INVESTIGATION CLS	11/30/13	234912	117.55-
00001	COLLINS, BARRY A	TRAVEL REIMB	00138464	13001344	EXPNS FIREGROUND LDRSHP TRNG	11/30/13	234912	
	COLLINS, BARRY A							284.87-
	Sum							55.06-
00001	COMCAST CABLEVISION OF H	095776410200	00138476	13001378	BROADBAND SERV #7 FIRE STA	11/30/13	234913	
	COMCAST CABLEVISION OF H							55.06-
	Sum							98.00-
00001	COMSOUTH	171405	00136711	13001201	RADIO REPR U#16630 FIRE DEPT	11/30/13	234914	
	COMSOUTH							98.00-
	Sum							46.20-
00001	COURTESY MOTORS INC	183204	00138275	13001306	REPRS U#17503 ENGR	11/30/13	234918	58.16-
00001	COURTESY MOTORS INC	409028	00138275	13001307	REPRS U#17503 ENGR	11/30/13	234918	

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	COURTESY MOTORS INC	409082	00138007	13001333	CARPET ASSMBLY MAYOR'S CAR	11/30/13	234918	56.50-
	COURTESY MOTORS INC							
	Sum							160.86-
00001	COURTNEY'S RESTAURANT EQ	8043	00138131	13001153	ICE MAKER FILTERS FIRE DEPT	11/30/13	234919	1,000.01-
	COURTNEY'S RESTAURANT EQ							
	Sum							1,000.01-
00001	CRAIN TRACTOR & EQUIPMEN	R063164	00138183	13001303	REPRS U#107999 STREET	11/30/13	234922	1,086.50-
	CRAINTRACTOR & EQUIPMEN							
	Sum							1,086.50-
00001	D P S CRIME LAB	IN 711 14CL0	00138349	13001190	ANALYTICAL SERVS 11/13 POLICE	11/30/13	234926	350.00-
	D P SCRIME LAB							
	Sum							350.00-
00001	DAVIS VETERINARY HOSPITA	109825	00138337	13001191	SERVS OTTER POLICE K-9	11/30/13	234928	103.32-
00001	DAVIS VETERINARY HOSPITA	110216	00138337	13001192	SERVS ALEX POLICE K-9	11/30/13	234928	243.00-
	DAVISVETERINARY HOSPITA							
	Sum							346.32-
00001	DAVIS, CURTIS	NRA MBRSH D	00138481	13001375	NRA MBRSH DUES REIMB	11/30/13	234929	60.00-
	DAVIS,CURTIS							
	Sum							60.00-
00001	DILLARDS DEPARTMENT STOR	P9336009Q00X	00137722	13001323	CLOTH ALLOW WEAVER-HARRIS	11/30/13	234931	171.79-
00001	DILLARDS DEPARTMENT STOR	P9336009800X	00137601	13001324	CLOTH ALLOW-ROCKHOLD	11/30/13	234931	149.49-
00001	DILLARDS DEPARTMENT STOR	P9336009F00X	00137761	13001325	CLOTH ALLOW-CHIEF BOLTON	11/30/13	234931	1,161.67-
00001	DILLARDS DEPARTMENT STOR	P93360091400	00137849	13001326	CLOTH ALLOW-PACK	11/30/13	234931	211.40-
00001	DILLARDS DEPARTMENT STOR	P9336009H00X	00137870	13001327	CLOTH ALLOW-HOFFER	11/30/13	234931	119.00-
00001	DILLARDS DEPARTMENT STOR	P933600A100Y	00138240	13001328	CLOTH ALLOW-WAHL	11/30/13	234931	135.00-
	DILLARDS DEPARTMENT STOR							
	Sum							1,948.35-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00138521	13001390	EXPNS NLC CONGRESS WASHINGTON	11/30/13	234938	232.40-
	DUPREE, JOHNNY MAYOR							
	Sum							232.40-
00001	ECONOMY SUPPLY CO	203012	00138254	13001167	KEY LOCK SHOP BLDG	11/30/13	234941	45.95-
	ECONOMY SUPPLY CO							
	Sum							45.95-
00001	ELKINS WHOLESALE INC	191417-00	00138014	13001170	JANIT SUPP PUBLIC WORKS	11/30/13	234944	59.54-
	ELKINSWHOLESALE INC							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							59.54-
00001 EMERGENCY EQUIPMENT PROF	408418	00138253	13001376	REPR PTS U#18489 FIRE DEPT	11/30/13	234945	212.39-
EMERGENCY EQUIPMENT PROF							-----
Sum							212.39-
00001 EMPIRE TRUCK SALES (H'BU	CE006080985:	00137576	13001275	REPR PTS U#15893 STREET	11/30/13	234946	69.06-
EMPIRETRUCK SALES (H'BU							-----
Sum							69.06-
00001 FASTENAL COMPANY	MSHAT165370	00137956	13001206	NUTS/BOLTS/SAFETY SUPP-TRAFF	11/30/13	234951	740.04-
00001 FASTENAL COMPANY	MSHAT165371	00137884	13001214	PAINT SUPP CIVIC CN PK GARAGE	11/30/13	234951	65.91-
00001 FASTENAL COMPANY	MSHAT165767	00138262	13001358	HAND TOOLS CONSTR SHOP	11/30/13	234951	117.26-
00001 FASTENAL COMPANY	MSHAT165651	00137988	13001361	RAINSUITS/BOOTS AIRPT MAINT	11/30/13	234951	53.43-
00001 FASTENAL COMPANY	MSHAT165752	00138201	13001362	PAINT SUPP CIVIC CNTR GARAGE	11/30/13	234951	171.48-
FASTENAL COMPANY							-----
Sum							1,148.12-
00001 FEDERAL EXPRESS	2-456-24914	00138216	13001166	SERV 10/30/13 ENGR DEPT	11/30/13	234952	14.97-
00001 FEDERAL EXPRESS	2-463-64592	00138416	13001356	SERVS 11/7/13 ENGR DEPT	11/30/13	234952	32.18-
FEDERAL EXPRESS							-----
Sum							47.15-
00001 FERGUSON ENTERPRISES INC	1211360	00138093	13001287	PLUMB SUPP MAYOR'S RESTROOM	11/30/13	234953	54.94-
FERGUSON ENTERPRISES INC							-----
Sum							54.94-
00001 FUELMAN OF MS	BG120744 NP3	00138213	13001142	FUEL CHGS 10/28-11/03 POLICE	11/30/13	234959	21.65-
00001 FUELMAN OF MS	BG120744 NP3	00138469	13001342	FUEL CHGS 11/11-17/13 POLICE	11/30/13	234959	99.94-
FUELMAN OF MS							-----
Sum							121.59-
00001 G & K SERVICES	103542531	00138248	13001222	UNIFORMS 10/22 STREET	11/30/13	234967	118.60-
00001 G & K SERVICES	1035431680	00138248	13001223	UNIFORMS 10/29 STREET	11/30/13	234967	122.66-
00001 G & K SERVICES	1035433845	00138248	13001224	UNIFORMS 11/05 STREET	11/30/13	234967	132.19-
00001 G & K SERVICES	1035435997	00138248	13001225	UNIFORMS 11/12 STREET	11/30/13	234967	124.76-
00001 G & K SERVICES	1035429532	00138248	13001227	UNIFORMS 10/22 SHOP	11/30/13	234967	42.00-
00001 G & K SERVICES	1035431681	00138248	13001228	UNIFORMS 10/28 SHOP	11/30/13	234967	42.00-
00001 G & K SERVICES	1035433846	00138248	13001229	UNIFORMS 11/05 SHOP	11/30/13	234967	42.00-
00001 G & K SERVICES	1035435998	00138248	13001230	UNIFORMS 11/12 SHOP	11/30/13	234967	42.00-
00001 G & K SERVICES	1035429527	00138248	13001231	UNIFORMS 10/22 GO&FS	11/30/13	234967	4.50-
00001 G & K SERVICES	1035431676	00138248	13001232	UNIFORMS 10/29 GO&FS	11/30/13	234967	4.50-
00001 G & K SERVICES	1035433841	00138248	13001233	UNIFORMS 11/06 GO&FS	11/30/13	234967	2.34-
00001 G & K SERVICES	1035435991	00138248	13001234	UNIFORMS 11/12 GO&FS	11/30/13	234967	35.46-
00001 G & K SERVICES	1035429534	00138248	13001235	MOP/MAT 10/22 GO&FS	11/30/13	234967	25.95-
00001 G & K SERVICES	1035431683	00138248	13001236	MOP/MAT 10/29 GO&FS	11/30/13	234967	25.95-

[illegible]

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GILLILANDS ELECTRONICS S							
Sum							5,455.00-
00001 GULF COAST RENAISSANCE C	DAMAGE DEP R	02014136	13001389	DAMAGE DEPOSIT REFUND	11/30/13	234975	300.00-
GULF COAST RENAISSANCE C							
Sum							300.00-
00001 H'BURG AMERICAN ACCT #1	012998 41166	00138276	13001132	YMCA AD 4/21/13	11/30/13	234976	153.00-
H'BURGAMERICAN ACCT #1							
Sum							153.00-
00001 H'BURG AMERICAN (SUBSCRI	HA0035486 11	00138250	13001135	SUBSCRIPT 11/13 CITY CLERK	11/30/13	234977	41.04-
H'BURGAMERICAN (SUBSCRI							
Sum							41.04-
00001 H'BURG HYDRAULICS INC	53719	00137869	13001161	REPR PTS U#15776 STREET	11/30/13	234978	77.24-
00001 H'BURG HYDRAULICS INC	53716	00137869	13001162	REPR PTS U#8629 STREET	11/30/13	234978	110.84-
00001 H'BURG HYDRAULICS INC	53797	00138166	13001354	REPRS U#14618 STREET	11/30/13	234978	162.99-
00001 H'BURG HYDRAULICS INC	53796	00138280	13001355	REPR PTS U#8629 STREET	11/30/13	234978	80.34-
H'BURGHYDRAULICS INC							
Sum							431.41-
00001 HANCOCK BANK TRUST & FIN	11/22/13 DUE	02014130	13001365	MDB 2001 BONDS 12/22/08	11/25/13	18352	2,108.10-
HANCOCK BANK TRUST & FIN							
Sum							2,108.10-
00001 HILL, LEROY COFFEE CO IN	14887	00138420	13001332	COFFEE SERV M/ADM	11/30/13	234984	48.82-
HILL, LEROY COFFEE CO IN							
Sum							48.82-
00001 HOL-MAC CORPORATION	323968	00138392	13001381	REPR PTS VARI SANIT UNITS	11/30/13	234985	624.88-
HOL-MAC CORPORATION							
Sum							624.88-
00001 HOME DEPOT	3974765	00137890	13001291	SCREWS/WASHERS/NETTING	11/30/13	234987	41.46-
00001 HOME DEPOT	8974441	00137660	13001339	JANIT SUPP POLICE DEPT	11/30/13	234987	188.02-
HOME DEPOT							
Sum							229.48-
00001 HOOD, CHINIKA	MILEAGE 5/29	00138208	13001130	MILEAGE CITY BUSINESS	11/30/13	234988	85.32-
00001 HOOD, CHINIKA	MILEAGE 8/15	00138208	13001131	MILEAGE GOVERNOR'S HLTH SUMMT	11/30/13	234988	126.56-
HOOD, CHINIKA							
Sum							211.88-
00001 HUGHES SUPPLY	S142635353.0	00138016	13001199	A/C REPR PTS #2 FIRE STA	11/30/13	234989	109.18-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HUGHESSUPPLY							
Sum							109.18-
00001 INDOFF INC	2368131	00138090	13001297	PRINTER SUPP FIRE DEPT	11/30/13	234992	65.49-
00001 INDOFF INC	2371586	00138265	13001405	HEATER PUBLIC WORKS	11/30/13	234992	129.99-
00001 INDOFF INC	2371588	00138265	13001406	OFFICE SUPP PUBLIC WORKS	11/30/13	234992	641.49-
00001 INDOFF INC	2371591	00138265	13001407	OFFICE SUPP PUBLIC WORKS	11/30/13	234992	222.44-
00001 INDOFF INC	2371593	00138265	13001408	JANIT SUPP PUBLIC WORKS	11/30/13	234992	215.94-
INDOFFINC							
Sum							1,275.35-
00001 INTERFACE SECURITY SYSTE	17062867	00138272	13001180	SECURITY 11/13 HILND CEM	11/30/13	234994	31.45-
INTERFACE SECURITY SYSTE							
Sum							31.45-
00001 INTL MUNICIPAL SIGNAL AS	17162 THOMPS	00138288	13001156	2014 DUES THOMPSON	11/30/13	234995	70.00-
00001 INTL MUNICIPAL SIGNAL AS	68713 HUTCHI	00138288	13001157	2014 DUES HUTCHINSON	11/30/13	234995	70.00-
00001 INTL MUNICIPAL SIGNAL AS	57711 ELLENB	00138288	13001158	2014 DUES ELLENBURG	11/30/13	234995	70.00-
00001 INTL MUNICIPAL SIGNAL AS	102310 MILLE	00138411	13001301	2014 MBRSHD DUES-MILLER	11/30/13	234995	70.00-
INTL MUNICIPAL SIGNAL AS							
Sum							280.00-
00001 IRBY, STUART C CO	S007934705.0	00137866	13001168	ELEC SUPP-LIGHTS-SHOP	11/30/13	234996	42.47-
00001 IRBY, STUART C CO	S007934718.0	00137863	13001178	ELEC SUPP HANGAR LIGHTS	11/30/13	234996	40.19-
00001 IRBY, STUART C CO	S007873655.0	00136790	13001216	ELEC SUPP 10/13 POLICE DEPT	11/30/13	234996	243.19-
IRBY,STUART C CO							
Sum							325.85-
00001 J M H GRAPHICS	H26004	00138245	13001148	MESH JERSEYS P/F ACADEMY	11/30/13	234997	540.00-
J M HGRAPHICS							
Sum							540.00-
00001 JACKSON, ROOSEVELT III	9962772	00138284	13001348	PAINTING #6 FIRE STA	11/30/13	234999	4,895.00-
JACKSON, ROOSEVELT III							
Sum							4,895.00-
00001 JOHNNY'S WRECKER SERVICE	22217	00138279	13001305	TOWING U#9857 STREET	11/30/13	235003	300.00-
00001 JOHNNY'S WRECKER SERVICE	22143	00138279	13001312	TOWING U#8242 STREET	11/30/13	235003	300.00-
00001 JOHNNY'S WRECKER SERVICE	22216	00138279	13001313	TOWING U#8748 STREET	11/30/13	235003	300.00-
JOHNNY'S WRECKER SERVICE							
Sum							900.00-
00001 JOHNSON, CHRIS	TRAVEL REIMB	00138394	13001296	MILEAGE PPCT INSTRUCTOR CRSE	11/30/13	235004	50.00-
JOHNSON, CHRIS							
Sum							50.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 JORDAN BROS PLUMBING INC	PO#137108 10	00137108	13001139	A/C REPR PTS CITY HALL	11/30/13	235007	40.00-
JORDANBROS PLUMBING INC							40.00-
Sum							141.45-
00001 K & K TRUCK-TRAILER PART	58127	00138221	13001164	REPR PTS U#9900 STREET	11/30/13	235008	141.45-
K & KTRUCK-TRAILER PART							141.45-
Sum							154.35-
00001 KENTWOOD SPRINGWATER	518997	00138295	13001144	DRINKING WATER POLICE DEPT	11/30/13	235010	154.35-
KENTWOOD SPRINGWATER							154.35-
Sum							57.00-
00001 LANCASTER'S MACHINE & WE	21503	00138278	13001304	REPR BUSH HOG U#8629 STREET	11/30/13	235017	57.00-
LANCASTER'S MACHINE & WE							57.00-
Sum							66.08-
00001 LEXIS LAW PUBLISHING/MIC	0099069328	00138220	13001147	2013 MS CRIME LAW BOOK	11/30/13	235019	66.08-
LEXISLAW PUBLISHING/MIC							66.08-
Sum							3,749.00-
00001 LIBERTY FLAG & SPECIALTY	10130089	00137325	13001308	ELEC SUPP CHRISTMAS LIGHTS	11/30/13	235020	3,749.00-
LIBERTY FLAG & SPECIALTY							3,749.00-
Sum							15,000.00-
00001 LIGHTHOUSE RESCUE MISSIO	2:12-CV-0018	00138378	13001183	LAWSUIT DAMAGE SETTLEMENT	11/19/13	18340	15,000.00-
LIGHTHOUSE RESCUE MISSIO							15,000.00-
Sum							109.55-
00001 MAULDIN COMPANY	112826	00138176	13001207	REPR PTS U#12065 STREET	11/30/13	235026	109.55-
MAULDIN COMPANY							109.55-
Sum							13,576.50-
00001 MCCi LLC	3421	00138430	13001286	LEGISTAR MAINT 2013-2014	11/30/13	235028	13,576.50-
MCCi LLC							13,576.50-
Sum							78.00-
00001 MCCAIN UNIFORMS	270561-1	00137952	13001289	UNIFORM BOOTS-RUPLE-POLICE	11/30/13	235029	78.00-
MCCAINUNIFORMS							78.00-
Sum							18,200.00-
00001 MCCRORY, DONALD P	SALARY 7/13-	00138229	13001149	SALARY HOMELAND SEC TRAINER	11/30/13	235030	18,200.00-
00001 MCCRORY, DONALD P	TRAVEL 7/13-	00138229	13001150	TRAVEL EXPENSE 7/13-10/13	11/30/13	235030	1,868.75-
00001 MCCRORY, DONALD P	CELL PHONE 7	00138229	13001151	CELL PHONE SERV 7/13-10/13	11/30/13	235030	331.16-
MCCRORY, DONALD P							331.16-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00001 MCDONALD, AYKEYA	TRAVEL REIMB	00138393	13001288	EXPNS MAGPPA CONF BILOXI	11/30/13	235031	20,399.91- 25.13-
MCDONALD, AYKEYA							
Sum							25.13-
00001 MEGAGATE	205876-00 10	00138322	13001137	INET/NETWORK 11/13 INFO TECH	11/30/13	235033	13,892.40-
MEGAGATE							
Sum							13,892.40-
00001 MID SOUTH UNIFORM & SUPP	506320	00137548	13001143	BODY ARMOR VARI OFFICERS	11/30/13	235034	2,577.00-
00001 MID SOUTH UNIFORM & SUPP	506153	00136991	13001351	BADGES-CODE ENFORCEMNT OFFCRS	11/30/13	235034	257.50-
MID SOUTH UNIFORM & SUPP							
Sum							2,834.50-
00001 MOLLY MAID	SERVS 11/13	00138271	13001181	SERVS 11/13 HILND CEMETERY	11/30/13	235038	245.00-
MOLLYMAID							
Sum							245.00-
00001 MOORE'S LOCK AND KEY LLC	14502	00138246	13001140	BASEMENT LOCK REPR CITY HALL	11/30/13	235039	70.00-
00001 MOORE'S LOCK AND KEY LLC	14502A	00137991	13001186	LOCK REPAIR CITY HALL	11/30/13	235039	30.00-
MOORE'S LOCK AND KEY LLC							
Sum							100.00-
00001 MS POWER COMPANY	11/13 GENERA	00020144	13001388	MNTHLY ELEC-GENERAL	11/30/13	235041	102,298.17-
MS POWER COMPANY							
Sum							102,298.17-
00001 MS STATE/TAX COMM/TAX EX	PO#138478 11	00138478	13001367	TAG U#19449 MAYOR DUPREE	11/30/13	235043	12.00-
MS STATE/TAX COMM/TAX EX							
Sum							12.00-
00001 MS STEAM CLEANING SERVIC	PO#137120 11	00137120	13001349	HOOD SYS MAINT VARI FIRE STA	11/30/13	235044	1,170.00-
MS STEAM CLEANING SERVIC							
Sum							1,170.00-
00001 NAPA AUTO PARTS	498484	00138168	13001169	REPR PTS SHOP SUPP	11/30/13	235046	100.00-
00001 NAPA AUTO PARTS	498499	00138189	13001200	FILTERS VARI FIRE UNITS	11/30/13	235046	328.14-
00001 NAPA AUTO PARTS	498979	00138421	13001347	REPR PTS U#14694 FIRE DEPT	11/30/13	235046	133.02-
00001 NAPA AUTO PARTS	498709	00138320	13001377	REPR PTS VARI FIRE UNITS	11/30/13	235046	56.58-
NAPA AUTO PARTS							
Sum							617.74-
00001 NATL LEAGUE OF CITIES/DI	25200 94481	00138435	13001338	DIRECT MEMBER DUES 2/13-2/14	11/30/13	235048	3,813.00-
NATL LEAGUE OF CITIES/DI							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00001 NATL RIFLE ASSN (LEAD)	000131405250	00138334	13001196	MBRSHP DUES-JOHNSON	11/30/13	235049	3,813.00- 85.00-
NATL RIFLE ASSN (LEAD)							
Sum							85.00-
00001 NAYLOR, HENRY	TRAVEL REIMB	00138241	13001128	EXPNS MML CONF BILOXI	11/30/13	235050	163.35-
NAYLOR, HENRY							
Sum							163.35-
00001 NEBLETTTS FRAME OUTLET	872330	00138204	13001129	FRAMING MAYOR'S OFFICE	11/30/13	235051	197.50-
NEBLETTTS FRAME OUTLET							
Sum							197.50-
00001 NEEL-SCHAFFER INC	1014064-CCL	00138482	13001396	SRV 8/1-9/30 WESTERN CONTAINR	11/30/13	235052	1,010.10-
00001 NEEL-SCHAFFER INC	1014345	00138490	13001397	SRV 10/13 STORMWATER YR 11	11/30/13	235052	1,050.00-
NEEL-SCHAFFER INC							
Sum							2,060.10-
00001 NEWELL PAPER COMPANY	800858	00138104	13001340	JANIT SUPP POLICE DEPT	11/30/13	235054	1,447.85-
00001 NEWELL PAPER COMPANY	800937	00138104	13001341	JANIT SUPP POLICE DEPT	11/30/13	235054	10.00-
NEWELLPAPER COMPANY							
Sum							1,457.85-
00001 NICHOLSON & COMPANY PLLC	167549	02014128	13001217	INTERIM BILLING '12-'13 AUDIT	11/30/13	235055	20,000.00-
NICHOLSON & COMPANY PLLC							
Sum							20,000.00-
00001 NORFOLK SOUTHERN CORP	90102710	00138268	13001182	12/13 LEASE RR ST PK LOT	11/30/13	235056	1,429.59-
NORFOLK SOUTHERN CORP							
Sum							1,429.59-
00001 OFFICE DEPOT INC	681701287001	00138001	13001188	CD/DVD ENVELOPES	11/30/13	235061	60.20-
00001 OFFICE DEPOT INC	681478298001	00138325	13001211	PRINTER SUPP SHOP	11/30/13	235061	133.16-
00001 OFFICE DEPOT INC	681492951001	00137082	13001384	OFFICE SUPP POLICE ADM	11/30/13	235061	55.64-
00001 OFFICE DEPOT INC	681492952001	00137082	13001385	OFFICE SUPP POLICE ADM	11/30/13	235061	8.99-
00001 OFFICE DEPOT INC	1631509075	00137082	13001386	CREDIT	11/30/13	235061	77.31
OFFICEDEPOT INC							
Sum							180.68-
00001 OSCEOLA MCCARTY YOUTH DE	BOOKLET AD	00138287	13001133	10 YEAR ANNIVERSARY AD	11/30/13	235063	100.00-
OSCEOLA MCCARTY YOUTH DE							
Sum							100.00-
00001 PEANUTS TOWING SERVICE	64774	00138294	13001146	TOWING U#19009 POLICE	11/30/13	235071	75.00-
00001 PEANUTS TOWING SERVICE	64787	00138381	13001269	TOWING STOLEN VEHICLE	11/30/13	235071	175.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PEANUTS TOWING SERVICE							
Sum							250.00-
00001 PEARL RIVER VALLEY EPA (	11/13 GENERA	00020144	13001409	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235072	1,332.55-
PEARLRIVER VALLEY EPA (							
Sum							1,332.55-
00001 PETAL MUFFLER	1126	00138123	13001300	REPRS U#11945 TRAFFIC	11/30/13	235073	2,545.00-
PETALMUFFLER							
Sum							2,545.00-
00001 PINE BELT MAYOR'S ASSOC	MBRSHIP DUES	00138215	13001134	MBRSHIP DUES MAYOR DUPREE	11/30/13	235076	350.00-
PINE BELT MAYOR'S ASSOC							
Sum							350.00-
00001 PINE BELT OIL COMPANY IN	1613105	00138158	13001184	WEEKLY GAS,DIESEL PUB WORKS	11/30/13	235077	23,288.34-
00001 PINE BELT OIL COMPANY IN	117	00138387	13001293	FOOD-MEET/GREET NIGHT-ACADEMY	11/30/13	235077	50.00-
00001 PINE BELT OIL COMPANY IN	1015333	00138329	13001329	WEEKLY GAS,DIESEL PUB WORKS	11/30/13	235077	23,769.21-
00001 PINE BELT OIL COMPANY IN	013314	00138418	13001357	REPRS PUMP #2 GO&FS	11/30/13	235077	37.50-
PINE BELT OIL COMPANY IN							
Sum							47,145.05-
00001 PRESLEY, PAUL E	PETTY CASH 1	00138384	13001272	PETTY CASH FIRE DEPT	11/30/13	235081	208.94-
PRESLEY, PAUL E							
Sum							208.94-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00138383	13001268	LOBBYING RETAINER FEE 10/13	11/30/13	235085	3,000.00-
PRUITTGROUP, THE							
Sum							3,000.00-
00001 PUCKETT MACHINERY COMPAN	R3853406	00137931	13001210	EXCAVATOR-DEBRIS RMVL TORNADO	11/30/13	235086	6,751.75-
PUCKETT MACHINERY COMPAN							
Sum							6,751.75-
00001 RAINEY, BILL MILLWORKS	14401(B)	00138317	13001203	ADDL AMT DUE PO#136321	11/30/13	235089	115.56-
00001 RAINEY, BILL MILLWORKS	14401	00136321	13001204	TABLE TOP #4 FIRE STA	11/30/13	235089	712.00-
RAINEY, BILL MILLWORKS							
Sum							827.56-
00001 REGIONS CARDHOLDER SERVI	7079 PACK 10	00137443	13001194	EXPNS-PACK-CHILDFIRST CONF	11/30/13	235090	472.67-
00001 REGIONS CARDHOLDER SERVI	7079 MYERS 1	00137720	13001195	EXPNS-MYERS-CHILDFIRST CONF	11/30/13	235090	509.19-
REGIONS CARDHOLDER SERVI							
Sum							981.86-
00001 SCALES BIOLOGICAL LABORA	6670	00138342	13001189	ANALYTICAL SERVS POLICE DEPT	11/30/13	235098	2,600.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SCALESBIOLOGICAL LABORA							
Sum							2,600.00-
00001 SHERWIN-WILLIAMS COMPANY	1130-1	00137900	13001154	FIRE HYDRANT PAINT/SUPP	11/30/13	235100	1,409.89-
00001 SHERWIN-WILLIAMS COMPANY	1031-1	00137881	13001215	PAINT SUPP CIVIC CN PK GARAGE	11/30/13	235100	220.59-
00001 SHERWIN-WILLIAMS COMPANY	7929-2	00137932	13001270	PAINT SUPP ACADEMY WEIGHT RM	11/30/13	235100	168.81-
00001 SHERWIN-WILLIAMS COMPANY	8579-4	00138200	13001383	PAINT SUPP CIVIC CNTR GARAGE	11/30/13	235100	156.00-
SHERWIN-WILLIAMS COMPANY							
Sum							1,955.29-
00001 SHOEMAKE, SHANNON	PETTY CASH 1	00138511	13001395	PETTY CASH TRAFF/CONST/AIRPT	11/30/13	235101	280.49-
SHOEMAKE, SHANNON							
Sum							280.49-
00001 SHOWS DEARMAN & WAITS IN	17741	00138483	13001398	SRV 9/29-10/26 SHEA MCNEASE	11/30/13	235103	2,250.00-
00001 SHOWS DEARMAN & WAITS IN	17742	00138491	13001399	SRV 9/29-10/26 CITY CONSTR	11/30/13	235103	24,600.00-
SHOWSDEARMAN & WAITS IN							
Sum							26,850.00-
00001 SIGMA CONSULTING AND TRA	5407	00138303	13001175	CHEMICAL SPILL RESPONSE TRNG	11/30/13	235104	500.00-
SIGMACONSULTING AND TRA							
Sum							500.00-
00001 SOLAR SUPPLY INC	3449766	00138170	13001343	A/C SUPP POLICE DEPT	11/30/13	235109	89.05-
SOLARSUPPLY INC							
Sum							89.05-
00001 SOUTHEASTERN CONCRETE CO	12775	00138382	13001274	CONCRETE 3420 HARDY ST PROJ	11/30/13	235110	2,379.00-
00001 SOUTHEASTERN CONCRETE CO	12963	00138361	13001403	PEA GRAVEL PINE ST GARAGE	11/30/13	235110	825.00-
SOUTHEASTERN CONCRETE CO							
Sum							3,204.00-
00001 SOUTHERN AUTOMATED SYSTE	2013011104	00138516	13001391	DATA RETRIEVAL-AUDITORS	11/30/13	235111	600.00-
SOUTHERN AUTOMATED SYSTE							
Sum							600.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 10/16	02014126	13001218	POLICE FINES COLL.FEE	11/30/13	235112	149.50-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/1	02014125	13001219	POLICE FINES COLL.FEE	11/30/13	235112	2,827.66-
SOUTHERN FINANCIAL SYSTE							
Sum							2,977.16-
00001 SOUTHERN PINE ELECTRIC P	11/13 GENERA	00020144	13001387	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235114	62.24-
SOUTHERN PINE ELECTRIC P							
Sum							62.24-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	SOUTHERN TIRE MART LLC	11081446	00138228	13001165	TIRES STREET STOCK	11/30/13	235115	3,436.00-
00001	SOUTHERN TIRE MART LLC	11081362	00138242	13001171	TIRES/REPRS SANIT	11/30/13	235115	1,263.00-
00001	SOUTHERN TIRE MART LLC	11081348	00138244	13001273	SERV CALL-TIRE U#7724 FIRE	11/30/13	235115	130.25-

SOUTHERN TIRE MART LLC								
Sum								
00001	SOUTHGROUP (GALEY)	HATTIES-02 3	00138339	13001205	NOTARY BOND-JACKSON-LAND CODE	11/30/13	235117	4,829.25-

SOUTHGROUP (GALEY)								
Sum								
00001	STANDARD OFFICE SUPPLY C	0039191-001	00137854	13001136	OFFICE SUPP RISK MGMT	11/30/13	235119	100.00-
00001	STANDARD OFFICE SUPPLY C	0039443-001	00137840	13001187	FILE CABINET SERVICE CENTER	11/30/13	235119	133.31-
00001	STANDARD OFFICE SUPPLY C	0039279-001	00137923	13001366	OFFICE SUPP M/ADM	11/30/13	235119	159.00-
00001	STANDARD OFFICE SUPPLY C	0039433-001	00138012	13001368	OFFICE SUPP M/ADM	11/30/13	235119	140.93-
00001	STANDARD OFFICE SUPPLY C	0039479-001	00138103	13001369	CITY ENVELOPES	11/30/13	235119	658.00-
00001	STANDARD OFFICE SUPPLY C	0039479-001	00138103	13001369	COPY PAPER POLICE DEPT	11/30/13	235119	360.00-
00001	STANDARD OFFICE SUPPLY C	0039492-001	00138120	13001370	OFFICE SUPP LIFE OF S MS	11/30/13	235119	452.81-
00001	STANDARD OFFICE SUPPLY C	0039755-001	00138307	13001402	DESK,DOOR NAME PLATES	11/30/13	235119	48.87-

STANDARD OFFICE SUPPLY C								
Sum								
00001	STATE FIRE ACADEMY	21389	00138335	13001197	CPAT EXAM FIRE RECRUITS	11/30/13	235120	1,952.92-

STATEFIRE ACADEMY								
Sum								
00001	SULLIVAN MOTORS	PO#138331 11	00138331	13001185	2013 YUKON U#19449 DUPREE	11/30/13	235122	150.00-

SULLIVAN MOTORS								
Sum								
00001	SUNBELT FIRE INC	82273	00134934	13001193	ANCHOR PICKETS ROPE RESCUE	11/30/13	235123	38,000.00-

SUNBELT FIRE INC								
Sum								
00001	THOMPSON ENGINEERING	13102704	00138515	13001394	SERVS TWIN FORKS RISING	11/30/13	235129	720.00-

THOMPSON ENGINEERING								
Sum								
00001	TIRE CENTERS LLC	5900057716	00138422	13001350	TIRES U#135560 FIRE DEPT	11/30/13	235130	2,000.00-

TIRE CENTERS LLC								
Sum								
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001259	EXPNS DOUBLE DUTCH ROPE GROUP	11/30/13	235135	1,609.36-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001260	REG-COLEMAN NLC WASHINGTON	11/30/13	235135	3,460.40-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001261	TICKET-COLEMAN NLC WASHINGTON	11/30/13	235135	495.00-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001262	AGENT'S FEE DETROIT TRIP	11/30/13	235135	385.60-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001263	AGENT'S FEE DETROIT TRIP	11/30/13	235135	35.00-
00001	TRUSTMARK BUSINESS CARD	3018 DUPREE	00138358	13001263	FUEL CHGS	11/30/13	235135	58.63-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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00001	WILLMUT GAS & OIL COMPAN	11/13 GENERA	00020144	13001316	MNTHLY GAS-GENERAL	11/30/13	235158	139.37-
WILLMUT GAS & OIL COMPAN								-----
Sum								139.37-
Sum								-----
								1,342,719.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 ADAMS NURSERY	644412	00138051	13000367	FERTILIZERS GRNDS MAINT	11/30/13	234861	368.84-
ADAMSNURSERY							
Sum							368.84-
00002 AGEE, LESLIE	OFFICIAL 11/	02014139	13000395	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234866	60.00-
AGEE,LESLIE							
Sum							60.00-
00002 ALL SOUTH PORTABLE SANIT	12245 & 1246	00132700	13000385	PORTALETS 9/24-11/19 TOWN SQ	11/30/13	234869	300.00-
ALL SOUTH PORTABLE SANIT							
Sum							300.00-
00002 ANOINTED HANDS CLEANING	356	00138413	13000358	SERVS 11/13 GRNDS MAINT	11/30/13	234873	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	11643	00138360	13000375	BATTERY U#13989 GRNDS MAINT	11/30/13	234880	48.95-
00002 AUTO ARMATURE SERVICE IN	11644	00138360	13000376	BATTERY U#13472 GRNDS MAINT	11/30/13	234880	48.95-
00002 AUTO ARMATURE SERVICE IN	11702	00138360	13000377	BATTERY U#17580 GRNDS MAINT	11/30/13	234880	48.95-
AUTO ARMATURE SERVICE IN							
Sum							146.85-
00002 BELL, DEVON	OFFICIAL 11/	02014140	13000405	OFFICIAL-ADULT SOFTBALL	11/30/13	234886	136.00-
BELL,DEVON							
Sum							136.00-
00002 BETTS, SHERMAN	OFFICIAL 11/	02014139	13000396	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234887	60.00-
00002 BETTS, SHERMAN	OFFICIAL 11/	02014140	13000406	OFFICIAL-ADULT SOFTBALL	11/30/13	234887	170.00-
BETTS,SHERMAN							
Sum							230.00-
00002 BOND, MARK	OFFICIAL 11/	02014140	13000407	OFFICIAL-ADULT SOFTBALL	11/30/13	234890	64.00-
BOND,MARK							
Sum							64.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0125611	00138368	13000378	REPR TRIMMER U#16975	11/30/13	234893	80.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0125612	00138369	13000379	REPRS U#15517 GRNDS MAINT	11/30/13	234893	74.51-
BRACKMAN MOWER WAREHOUSE							
Sum							154.51-
00002 BRADDOCK, ARETHA	OFFICIAL 11/	02014140	13000408	OFFICIAL-ADULT SOFTBALL	11/30/13	234894	68.00-
BRADDOCK, ARETHA							
Sum							68.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BURKE, HOWARD	OFFICIAL 11/	02014140	13000409	OFFICIAL-ADULT SOFTBALL	11/30/13	234897	51.00-
BURKE, HOWARD							
Sum							51.00-
00002 C & S AUTOMOTIVE LLC	1657	00138319	13000382	ALIGNMENT U#6111	11/30/13	234899	47.00-
C & SAUTOMOTIVE LLC							
Sum							47.00-
00002 CAMPER CITY OF HATTIESBU	25246	00138424	13000380	TRAILER SIGNAL BULBS	11/30/13	234900	10.00-
CAMPERCITY OF HATTIESBU							
Sum							10.00-
00002 CARQUEST AUTO PARTS STOR	14758-17140	00137983	13000361	REPR PTS U#15480 GRNDS MAINT	11/30/13	234901	14.05-
00002 CARQUEST AUTO PARTS STOR	14758-17142	00138167	13000362	REPR PTS U#18560 GRNDS MAINT	11/30/13	234901	29.84-
00002 CARQUEST AUTO PARTS STOR	14758-16894	00138182	13000374	REPR PTS U#6111 GRNDS MAINT	11/30/13	234901	819.45-
CARQUEST AUTO PARTS STOR							
Sum							863.34-
00002 CASH & CARRY CLEANERS	I-2558	00138186	13000383	CLEAN STAGE SKIRTS	11/30/13	234903	60.00-
CASH & CARRY CLEANERS							
Sum							60.00-
00002 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000387	TRF 3RD 11/13 PAYROLL	11/25/13	36716	44,179.81-
CITY OF HATTIESBURG FUND							
Sum							44,179.81-
00002 COBURN'S SUPPLY CO INC	606416582	00138341	13000431	RPLCMNT WTR COOLER KAMPER PK	11/30/13	234910	395.54-
COBURN'S SUPPLY CO INC							
Sum							395.54-
00002 COOK, JANICE	OFFICIAL 11/	02014139	13000397	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234916	300.00-
COOK, JANICE							
Sum							300.00-
00002 COOLEY, NIKITA	SPORTS SERVS	02014138	13000421	SPORTS SUPPORT SERVICES	11/30/13	234917	70.00-
COOLEY, NIKITA							
Sum							70.00-
00002 COURTNEY'S RESTAURANT EQ	8064	00138156	13000381	CLEAN VARI ICE MACHINES	11/30/13	234919	2,635.29-
COURTNEY'S RESTAURANT EQ							
Sum							2,635.29-
00002 CURTIS, MALCOLM	OFFICIAL 11/	02014140	13000410	OFFICIAL-ADULT SOFTBALL	11/30/13	234924	51.00-
CURTIS, MALCOLM							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							51.00-
00002 DIAMOND G REPAIRS	170270	00137556	13000392	METAL WINDOW SCREENS JC PARK	11/30/13	234930	1,900.00-
00002 DIAMOND G REPAIRS	170271	00137556	13000393	HANDRAIL UNETTA ST GYM	11/30/13	234930	750.00-
DIAMOND G REPAIRS							-----
Sum							2,650.00-
00002 DIXON, TIMOTHY	OFFICIAL 11/	02014140	13000411	OFFICIAL-ADULT SOFTBALL	11/30/13	234934	34.00-
DIXON,TIMOTHY							-----
Sum							34.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 11/	02014140	13000412	OFFICIAL-ADULT SOFTBALL	11/30/13	234940	51.00-
EASTERLING, ISAIAH (POLL							-----
Sum							51.00-
00002 ECONOMY SUPPLY CO	203066	00138293	13000371	STAGE LIGHT POSTS-TOWN SQ PK	11/30/13	234941	98.07-
00002 ECONOMY SUPPLY CO	203117	00138304	13000372	RPLCMNT LOCKS JAYCEE PARK	11/30/13	234941	91.90-
ECONOMY SUPPLY CO							-----
Sum							189.97-
00002 ELKINS WHOLESALE INC	192577-00	00138211	13000365	JANIT SUPP GRNDS MAINT	11/30/13	234944	366.34-
00002 ELKINS WHOLESALE INC	192577-01	00138211	13000366	JANIT SUPP GRNDS MAINT	11/30/13	234944	39.96-
00002 ELKINS WHOLESALE INC	193108-00	00138390	13000388	JANIT SUPP GRNDS MAINT	11/30/13	234944	126.40-
ELKINSWHOLESALE INC							-----
Sum							532.70-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 11/	02014140	13000413	OFFICIAL-ADULT SOFTBALL	11/30/13	234947	51.00-
ESTERS, WILLARD (BUTCH)							-----
Sum							51.00-
00002 FERRARA, SHANE	OFFICIAL 11/	02014139	13000398	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234954	75.00-
FERRARA, SHANE							-----
Sum							75.00-
00002 FLOWERS BY MARIAM	15377	00138185	13000390	CHRISTMAS BOWS TOWN SQUARE PK	11/30/13	234958	400.00-
FLOWERS BY MARIAM							-----
Sum							400.00-
00002 G & K SERVICES	1035431666	00138414	13000350	MATS 10/29	11/30/13	234967	3.40-
00002 G & K SERVICES	1035433831	00138414	13000351	MATS 11/05	11/30/13	234967	3.40-
00002 G & K SERVICES	1035435983	00138414	13000352	MATS 11/12	11/30/13	234967	3.40-
00002 G & K SERVICES	1035438138	00138414	13000353	MATS 11/19	11/30/13	234967	3.40-
00002 G & K SERVICES	1035431665	00138414	13000354	UNIFORMS 10/29	11/30/13	234967	100.18-
00002 G & K SERVICES	1035433830	00138414	13000355	UNIFORMS 11/05	11/30/13	234967	100.18-
00002 G & K SERVICES	1035435982	00138414	13000356	UNIFORMS 11/12	11/30/13	234967	100.18-
00002 G & K SERVICES	1035438137	00138414	13000357	UNIFORMS 11/19	11/30/13	234967	100.18-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
G & KSERVICES							
Sum							414.32-
00002 GANDER MOUNTAIN	315-20-4604	00137093	13000349	RAIN JACKETS GRNDS CREWS	11/30/13	234969	1,349.73-
GANDERMOUNTAIN							
Sum							1,349.73-
00002 GARNER LUMLEY ELECTRIC S	494269	00138238	13000342	ELEC SUPP TOWN SQUARE PARK	11/30/13	234970	60.15-
GARNERLUMLEY ELECTRIC S							
Sum							60.15-
00002 GUILLONY, JEREMY	OFFICIAL 11/	02014139	13000399	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234974	48.00-
GUILLONY, JEREMY							
Sum							48.00-
00002 INDOFF INC	2365004	00137896	13000339	PHONE SYS GRNDS MAINT OFFICE	11/30/13	234992	219.99-
00002 INDOFF INC	2366697	00137996	13000340	PHONE BASE UNIT GRNDS OFFICE	11/30/13	234992	119.99-
00002 INDOFF INC	2367965	00137205	13000345	CREDIT RETURN	11/30/13	234992	24.99
00002 INDOFF INC	2371412	00138196	13000363	OFFICE SUPP GRNDS MAINT	11/30/13	234992	118.11-
00002 INDOFF INC	2371412(B)	00138428	13000364	ADDL AMT DUE PO#138196	11/30/13	234992	21.50-
00002 INDOFF INC	2371585	00138290	13000369	FASTENERS-CHRISTMAS DECOR	11/30/13	234992	131.96-
INDOFFINC							
Sum							586.56-
00002 IRBY, STUART C CO	S007835383.0	00136876	13000346	CREDIT	11/30/13	234996	52.68
00002 IRBY, STUART C CO	S007835383.0	00136876	13000347	CREDIT	11/30/13	234996	17.10
IRBY,STUART C CO							
Sum							69.78
00002 JONES, ANN	PETTY CASH 1	00138441	13000368	PETTY CASH GRNDS MAINT	11/30/13	235005	123.07-
JONES,ANN							
Sum							123.07-
00002 KEELING COMPANY (HATTIES	J2546602.001	00138285	13000373	ELEC SUPP TATUM SOCCER FLDS	11/30/13	235009	125.02-
KEELING COMPANY (HATTIES							
Sum							125.02-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02014138	13000422	SPORTS SUPPORT SERVICES	11/30/13	235011	84.00-
KETTLEY, ANNETTE							
Sum							84.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02014138	13000423	SPORTS SUPPORT SERVICES	11/30/13	235012	84.00-
KEYS,MECHEKA							
Sum							84.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 KIRKSEY, NANCY JONES	SPORTS SERV	02014138	13000424	SPORTS SUPPORT SERVICES	11/30/13	235014	300.00-
KIRKSEY, NANCY JONES Sum							300.00-
00002 KNECHT, STEVEN	OFFICIAL 11/	02014139	13000400	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235015	60.00-
KNECHT, STEVEN Sum							60.00-
00002 M & B CONCESSIONS	PO#138427 11	00138427	13000370	CHRISTMAS PARADE THROWS	11/30/13	235023	209.30-
M & BCONCESSIONS Sum							209.30-
00002 MCNAIR, EVELENE	OFFICIAL 11/	02014140	13000414	OFFICIAL-SOFTBALL	11/30/13	235032	187.00-
MCNAIR, EVELENE Sum							187.00-
00002 MILLER, CLIFF	OFFICIAL 11/	02014140	13000415	OFFICIAL-ADULT SOFTBALL	11/30/13	235037	102.00-
MILLER, CLIFF Sum							102.00-
00002 MS POWER COMPANY	11/13 PKS/RE	00020144	13000394	MNTHLY ELEC-PARKS & REC	11/30/13	235041	13,444.74-
MS POWER COMPANY Sum							13,444.74-
00002 NORRIS, RANDY	OFFICIAL 11/	02014140	13000416	OFFICIAL-ADULT SOFTBALL	11/30/13	235058	204.00-
NORRIS, RANDY Sum							204.00-
00002 OATIS, KYLE	OFFICIAL 11/	02014139	13000401	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235060	48.00-
OATIS,KYLE Sum							48.00-
00002 PATTERSON, ISIAH	OFFICIAL 11/	02014139	13000402	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235070	240.00-
PATTERSON, ISIAH Sum							240.00-
00002 POWELL, RANDY	SPORTS SERV	02014138	13000425	SPORTS SUPPORT SERVICES	11/30/13	235079	112.00-
POWELL, RANDY Sum							112.00-
00002 PRIDE CLEANERS	38116	00138523	13000429	CLEAN YOUTH TACKLE JERSEYS	11/30/13	235082	564.00-
PRIDECLEANERS Sum							564.00-
00002 RJ YOUNG COMPANY	INV111631	00138522	13000430	COPIER OVERAGE REC ADM	11/30/13	235092	1,733.27-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
RJ YOUNG COMPANY							
Sum							1,733.27-
00002 SCENIC LANDSCAPES, LLC (	4364	00138098	13000343	IRRIGATION SYS REPR PTS TATUM	11/30/13	235099	1,203.13-
SCENICLANDSCAPES, LLC (							
Sum							1,203.13-
00002 SHERWIN-WILLIAMS COMPANY	1085-7	00137728	13000337	POOL PAINT VETERANS PARK	11/30/13	235100	385.00-
00002 SHERWIN-WILLIAMS COMPANY	1101-2	00138000	13000338	PAINT SUPP GRNDS MAINT	11/30/13	235100	31.49-
SHERWIN-WILLIAMS COMPANY							
Sum							416.49-
00002 SIMPSON, LYNN	OFFICIAL 11/	02014140	13000417	OFFICIAL-ADULT SOFTBALL	11/30/13	235105	102.00-
SIMPSON, LYNN							
Sum							102.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02014138	13000426	SPORTS SUPPORT SERVICES	11/30/13	235106	14.00-
SIMPSON, NELDA							
Sum							14.00-
00002 SMITH, THOMAS III	OFFICIAL 11/	02014139	13000403	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235108	48.00-
SMITH,THOMAS III							
Sum							48.00-
00002 SPEEDY PRINTING & SIGNS	18795	00138261	13000389	CHRISTMAS PARADE SIGN	11/30/13	235118	200.00-
SPEEDYPRINTING & SIGNS							
Sum							200.00-
00002 THOMPSON, JESSE	OFFICIAL 10/	02013107	13000348	OFFICIAL 10/28-11/12/13	11/20/13	36711	68.00-
THOMPSON, JESSE							
Sum							68.00-
00002 TREES & TRENDS	PO#138264 11	00138264	13000341	CHRISTMAS TREES CITY USE	11/30/13	235132	1,261.78-
TREES& TRENDS							
Sum							1,261.78-
00002 TROTTER, COREY	OFFICIAL 11/	02014140	13000418	OFFICIAL-ADULT SOFTBALL	11/30/13	235133	102.00-
TROTTER, COREY							
Sum							102.00-
00002 TROTTER, WILLIE	OFFICIAL 11/	02014140	13000419	OFFICIAL-ADULT SOFTBALL	11/30/13	235134	119.00-
TROTTER, WILLIE							
Sum							119.00-
00002 TURNER, JASON	PO#138355 11	00138355	13000386	SOUND SYS TREE LIGHTING 12/5	11/30/13	235137	600.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TURNER, JASON							
Sum							600.00-
00002 UNITED FENCE COMPANY	15760	00137797	13000344	FENCE REPR DAHMER PL/BSKTBALL	11/30/13	235140	954.93-
UNITEDFENCE COMPANY							
Sum							954.93-
00002 VARNADO, UNDR	SPORTS SERVS	02014138	13000427	SPORTS SUPPORT SERVICES	11/30/13	235141	112.00-
VARNADO, UNDR							
Sum							112.00-
00002 VINCENT, CALVIN JR	SPORTS SERVS	02014138	13000428	SPORTS SUPPORT SERVICES	11/30/13	235143	208.00-
VINCENT, CALVIN JR							
Sum							208.00-
00002 VOLVO CONSTRUCTION EQUIP	559723-0001	00137594	13000384	TRENCHER-XMAS LIGHTS TOWN SQ	11/30/13	235145	255.00-
VOLVOCONSTRUCTION EQUIP							
Sum							255.00-
00002 WAL-MART STORES INC	007911	00137528	13000359	EQUIP LUBRICANTS GRNDS MAINT	11/30/13	235147	56.68-
00002 WAL-MART STORES INC	002093	00137646	13000360	TUBS/LIDS-TACKLE FOOTBALL	11/30/13	235147	109.58-
WAL-MART STORES INC							
Sum							166.26-
00002 WALKER, TEDDRIC	OFFICIAL 11/	02014140	13000420	OFFICIAL-ADULT SOFTBALL	11/30/13	235148	51.00-
WALKER, TEDDRIC							
Sum							51.00-
00002 WHLT TV CBS 22	0405007160	00137030	13000391	KHB-RECYCLE COMMERICAL	11/30/13	235154	200.00-
WHLT TV CBS 22							
Sum							200.00-
00002 WILSON, CORDARRIN	OFFICIAL 11/	02014139	13000404	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235159	60.00-
WILSON, CORDARRIN							
Sum							60.00-
Sum							80,575.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ADVANCED RECOVERY SYSTEM	9963;6028;49	00201433	13000113	GARNISHMENT	11/21/13	18350	451.85-
ADVANCED RECOVERY SYSTEM							
Sum							451.85-
00006 ASSURANCE CREDIT CORP (G	3629	00201433	13000103	GARNISHMENT	11/19/13	18337	89.74-
ASSURANCE CREDIT CORP (G							
Sum							89.74-
00006 AUTOMATED COLLECTION SER	5257	00201433	13000093	GARNISHMENT	11/19/13	18327	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 BARNES FAMILY DENTISTRY	6467	00201433	13000096	GARNISHMENT	11/19/13	18330	518.18-
BARNESFAMILY DENTISTRY							
Sum							518.18-
00006 CHILD SUPPORT ENFORCEMEN	3871	00201435	13000078	CHILD SUPPORT	11/19/13	18312	200.00-
CHILDSUPPORT ENFORCEMEN							
Sum							200.00-
00006 FAMILY SUPPORT PAYMENT C	9865	00201435	13000082	CHILD SUPPORT	11/19/13	18316	1,131.91-
FAMILYSUPPORT PAYMENT C							
Sum							1,131.91-
00006 FIRST HERITAGE CREDIT (G	9891	00201433	13000094	GARNISHMENT	11/19/13	18328	65.58-
FIRSTHERITAGE CREDIT (G							
Sum							65.58-
00006 FORREST CTY CHANCERY COU	11/2013	00201434	13000073	CHILD SUPPORT	11/19/13	18308	967.00-
FORREST CTY CHANCERY COU							
Sum							967.00-
00006 FORREST CTY CIRCUIT COUR	8772	00201433	13000102	GARNISHMENT	11/19/13	18336	359.92-
FORREST CTY CIRCUIT COUR							
Sum							359.92-
00006 GAYLE SMITH	4645	00201435	13000083	CHILD SUPPORT	11/19/13	18317	302.38-
GAYLESMITH							
Sum							302.38-
00006 GREAT LAKES HIGHER EDUCA	1583	00201433	13000087	GARNISHMENT	11/19/13	18321	96.96-
GREATLAKES HIGHER EDUCA							
Sum							96.96-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 GREGORY, WILLIAM PHILLIP	7200	00201433	13000088	GARNISHMENT	11/19/13	18322	342.30-
GREGORY, WILLIAM PHILLIP Sum							342.30-
00006 H F S RECOVERY (GARN)	5621;0906	00201433	13000091	GARNISHMENT	11/19/13	18325	520.01-
H F SRECOVERY (GARN) Sum							520.01-
00006 HENLEY, LOTTERHOS & HENL	9998;5994;76	00201433	13000085	GARNISHMENT	11/19/13	18319	1,054.05-
HENLEY, LOTTERHOS & HENL Sum							1,054.05-
00006 INTERNAL REVENUE SERVICE	2081	00201430	13000111	GARNISHMENT	11/20/13	18347	100.00-
00006 INTERNAL REVENUE SERVICE	9245	00201430	13000112	GARNISHMENT	11/20/13	18348	50.00-
INTERNAL REVENUE SERVICE Sum							150.00-
00006 INTERNAL REVENUE SERVICE	9998	00201430	13000106	GARNISHMENT	11/20/13	18342	50.00-
00006 INTERNAL REVENUE SERVICE	2753	00201430	13000107	GARNISHMENT	11/20/13	18343	100.00-
00006 INTERNAL REVENUE SERVICE	0579	00201430	13000108	GARNISHMENT	11/20/13	18344	100.00-
00006 INTERNAL REVENUE SERVICE	6062	00201430	13000109	GARNISHMENT	11/20/13	18345	100.00-
00006 INTERNAL REVENUE SERVICE	6809	00201430	13000110	GARNISHMENT	11/20/13	18346	100.00-
INTERNAL REVENUE SERVICE Sum							450.00-
00006 JOHN R REEVES PC (CHILD	6467	00201435	13000080	CHILD SUPPORT	11/19/13	18314	150.00-
JOHN RREEVES PC (CHILD Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	00201435	13000076	CHILD SUPPORT	11/19/13	18310	540.00-
LAMARCTY CHANCERY CLERK Sum							540.00-
00006 MARYLAND CHILD SUPPORT A	9864	00201435	13000079	CHILD SUPPORT	11/19/13	18313	615.00-
MARYLAND CHILD SUPPORT A Sum							615.00-
00006 MENDELSON LAW FIRM (GARN	9865	00201433	13000105	GARNISHMENT	11/19/13	18339	71.12-
MENDELSON LAW FIRM (GARN Sum							71.12-
00006 MONEY NOW (GARN)	1885	00201433	13000090	GARNISHMENT	11/19/13	18324	237.07-
MONEYNOW (GARN) Sum							237.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 NC CHILD SUPPORT CENTRAL	7589	00201435	13000077	CHILD SUPPORT	11/19/13	18311	220.00-
NC CHILD SUPPORT CENTRAL Sum							220.00-
00006 NEBRASKA CHILD SUPPORT (	4840	00201435	13000081	CHILD SUPPORT	11/19/13	18315	250.00-
NEBRASKA CHILD SUPPORT (							250.00-
Sum							75.03-
00006 PIPPY REAL ESTATE LLC	6809	00201433	13000086	GARNISHMENT	11/19/13	18320	75.03-
PIPPYREAL ESTATE LLC							75.03-
Sum							246.36-
00006 REPUBLIC FINANCE INC (G	8663	00201433	13000099	GARNISHMENT	11/19/13	18333	246.36-
REPUBLIC FINANCE INC (G							246.36-
Sum							183.76-
00006 RICHLAND COUNTY FAMILY C	4941	00201435	13000084	CHILD SUPPORT	11/19/13	18318	183.76-
RICHLAND COUNTY FAMILY C							183.76-
Sum							186.84-
00006 STEADMAN, SUSAN K (GARN)	186.84	00201433	13000101	GARNISHMENT	11/19/13	18335	186.84-
STEADMAN, SUSAN K (GARN)							186.84-
Sum							435.92-
00006 STEVEN D SLADE (GARN)	0474	00201433	13000097	GARNISHMENT	11/19/13	18331	435.92-
STEVEN D SLADE (GARN)							435.92-
Sum							109.57-
00006 STOKES & CLINTON PC (GAR	9388	00201433	13000104	GARNISHMENT	11/19/13	18338	109.57-
STOKES& CLINTON PC (GAR							109.57-
Sum							43.86-
00006 UNITED CREDIT CORP (GARN	3492	00201433	13000089	GARNISHMENT	11/19/13	18323	43.86-
UNITEDCREDIT CORP (GARN							43.86-
Sum							3,651.56-
00006 UNITED HEALTHCARE INS CO	11/2013	00201426	13000070	PREMIUM DUE 11/13 COVERAGE	11/19/13	18304	3,651.56-
UNITEDHEALTHCARE INS CO							3,651.56-
Sum							604.58-
00006 WINN BROWN LAW FIRM,THE	1425;9380	00201433	13000100	GARNISHMENT	11/19/13	18334	604.58-
WINN BROWN LAW FIRM,THE							604.58-
Sum							

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
WATER& SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20125 WATER	00138507	13000310	SERVS 11/13 WATER OFFICE	11/30/13	234862	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	11522	00138234	13000242	BATTERY U#12605 PLANT	11/30/13	234880	116.95-
AUTO ARMATURE SERVICE IN							
Sum							116.95-
00009 BONNER ANALYTICAL TESTIN	53959	00138269	13000243	BOIL WATER SAMPLES VARI LOC	11/30/13	234891	583.00-
00009 BONNER ANALYTICAL TESTIN	53841	00138357	13000261	COLIFORM SAMPLES VARI LOC	11/30/13	234891	159.00-
00009 BONNER ANALYTICAL TESTIN	53360	00138357	13000262	COLIFORM/NPDES MONITOR 9/13	11/30/13	234891	1,097.82-
BONNERANALYTICAL TESTIN							
Sum							1,839.82-
00009 CENTRAL PIPE SUPPLY INC	R98203	00137524	13000259	PLUMB SUPP TRANS STOCK	11/30/13	234905	810.60-
00009 CENTRAL PIPE SUPPLY INC	R99511	00137524	13000260	PLUMB SUPP TRANS STOCK	11/30/13	234905	35.70-
00009 CENTRAL PIPE SUPPLY INC	R98779	00137910	13000300	PLUMB SUPP TRANS STOCK	11/30/13	234905	1,213.36-
00009 CENTRAL PIPE SUPPLY INC	R99746	00137910	13000301	PLUMB SUPP TRANS STOCK	11/30/13	234905	325.20-
CENTRAL PIPE SUPPLY INC							
Sum							2,384.86-
00009 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000305	TRF 3RD 11/13 PAYROLL	11/25/13	21711	76,717.71-
CITY OF HATTIESBURG FUND							
Sum							76,717.71-
00009 COBURN'S SUPPLY CO INC	606389454	00138116	13000302	PLUMB SUPP TRANS STOCK	11/30/13	234910	184.00-
COBURN'S SUPPLY CO INC							
Sum							184.00-
00009 CONTROL SYSTEMS INC	48122	00138077	13000254	REPRS RICHBURG STA	11/30/13	234915	1,184.62-
CONTROL SYSTEMS INC							
Sum							1,184.62-
00009 COVINGTON SALES & SERVIC	64023	00137882	13000255	REPR PTS SEWER DEPT	11/30/13	234920	130.06-
COVINGTON SALES & SERVIC							
Sum							130.06-
00009 D P C ENTERPRISES LP	212002395-13	00138058	13000249	CHEMICALS LAKEVIEW PLANT	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002396-13	00138058	13000250	CHEMICALS PLANT #2	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002397-13	00138058	13000251	CHEMICALS NORTH LAGOON	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002398-13	00138058	13000252	CHEMICALS SOUTH LAGOON	11/30/13	234925	1,164.00-
D P CENTERPRISES LP							
Sum							4,656.00-

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00009 DIXIE COMMUNITY UTILITY	SWR BILLING	00138389	13000288	SEWER BILLING REPORT 10/13	11/30/13	234932	231.30-
DIXIECOMMUNITY UTILITY							
Sum							231.30-
00009 ECONOMY SUPPLY CO	203124	00138311	13000253	CHROME ACCESS LEVER PLT#2	11/30/13	234941	41.95-
ECONOMY SUPPLY CO							
Sum							41.95-
00009 EDKO LLC	329577	00138297	13000248	HERBICIDE APPL LAGOON LEVEES	11/30/13	234942	6,750.01-
EDKO LLC							
Sum							6,750.01-
00009 G & K SERVICES	1035423045	00138351	13000263	UNIFORMS 10/01 TRANS	11/30/13	234967	35.64-
00009 G & K SERVICES	1035425206	00138351	13000264	UNIFORMS 10/08 TRANS	11/30/13	234967	35.64-
00009 G & K SERVICES	1035427358	00138351	13000265	UNIFORMS 10/15 TRANS	11/30/13	234967	41.00-
00009 G & K SERVICES	1035429519	00138351	13000266	UNIFORMS 10/22 TRANS	11/30/13	234967	36.36-
00009 G & K SERVICES	1035431668	00138351	13000267	UNIFORMS 10/29 TRANS	11/30/13	234967	62.98-
00009 G & K SERVICES	1035423049	00138351	13000268	MOP/MAT 10/01 PLANT	11/30/13	234967	19.90-
00009 G & K SERVICES	1035425210	00138351	13000269	MOP/MAT 10/08 PLANT	11/30/13	234967	19.90-
00009 G & K SERVICES	1035427362	00138351	13000270	MOP/MAT 10/15 PLANT	11/30/13	234967	19.90-
00009 G & K SERVICES	1035429523	00138351	13000271	MOP/MAT 10/22 PLANT	11/30/13	234967	19.90-
00009 G & K SERVICES	1035431672	00138351	13000272	MOP/MAT 10/29 PLANT	11/30/13	234967	19.90-
00009 G & K SERVICES	1035423046	00138351	13000273	UNIFORMS 10/01 PLANT	11/30/13	234967	48.00-
00009 G & K SERVICES	1035425207	00138351	13000274	UNIFORMS 10/08 PLANT	11/30/13	234967	48.00-
00009 G & K SERVICES	1035427359	00138351	13000275	UNIFORMS 10/15 PLANT	11/30/13	234967	48.00-
00009 G & K SERVICES	1035429520	00138351	13000276	UNIFORMS 10/22 PLANT	11/30/13	234967	48.00-
00009 G & K SERVICES	1035431669	00138351	13000277	UNIFORMS 10/29 PLANT	11/30/13	234967	48.00-
00009 G & K SERVICES	1035423044	00138351	13000278	UNIFORMS 10/01 SEWER	11/30/13	234967	48.00-
00009 G & K SERVICES	1035425205	00138351	13000279	UNIFORMS 10/08 SEWER	11/30/13	234967	48.00-
00009 G & K SERVICES	1035427357	00138351	13000280	UNIFORMS 10/15 SEWER	11/30/13	234967	48.00-
00009 G & K SERVICES	1035429518	00138351	13000281	UNIFORMS 10/22 SEWER	11/30/13	234967	48.00-
00009 G & K SERVICES	1035431667	00138351	13000282	UNIFORMS 10/29 SEWER	11/30/13	234967	60.60-
00009 G & K SERVICES	1035423047	00138351	13000283	UNIFORMS 10/01 LAGOON	11/30/13	234967	15.84-
00009 G & K SERVICES	1035425208	00138351	13000284	UNIFORMS 10/08 LAGOON	11/30/13	234967	15.84-
00009 G & K SERVICES	1035427360	00138351	13000285	UNIFORMS 10/15 LAGOON	11/30/13	234967	15.84-
00009 G & K SERVICES	1035429521	00138351	13000286	UNIFORMS 10/22 LAGOON	11/30/13	234967	22.14-
00009 G & K SERVICES	1035431670	00138351	13000287	UNIFORMS 10/29 LAGOON	11/30/13	234967	15.84-
00009 G & K SERVICES	1035431656	00138466	13000296	UNIFORMS 10/29 SERV PERSONNEL	11/30/13	234967	16.00-
00009 G & K SERVICES	1035436006	00138466	13000297	UNIFORMS 11/12 SERV PERSONNEL	11/30/13	234967	16.00-
00009 G & K SERVICES	1035438161	00138466	13000298	UNIFORMS 11/19 SERV PERSONNEL	11/30/13	234967	16.00-
00009 G & K SERVICES	1035433821	00138466	13000299	UNIFORMS 11/05 SERV PERSONNEL	11/30/13	234967	16.00-
G & KSERVICES							
Sum							953.22-
00009 INDUSTRIAL ELECTRIC MOTO	RI2144	00138061	13000316	REPRS WELL #1 PLT #2	11/30/13	234993	480.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL ELECTRIC MOTO							
Sum							480.00-
00009 IRBY, STUART C CO	S007887766.0	00137444	13000289	ELEC SUPP-LIGHTS-PLANTS	11/30/13	234996	217.30-
IRBY,STUART C CO							
Sum							217.30-
00009 JET CONSTRUCTION	1741	00138085	13000311	CLAY GRAVEL SEWER DEPT	11/30/13	235002	2,300.00-
JET CONSTRUCTION							
Sum							2,300.00-
00009 JOHNNY'S WRECKER SERVICE	21850	00138345	13000256	TOWING U#18897 SEWER	11/30/13	235003	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00009 LANCASTER'S MACHINE & WE	21529	00138119	13000291	REMOVE GEAR BOX SHAFTS	11/30/13	235017	250.00-
00009 LANCASTER'S MACHINE & WE	21538	00138306	13000292	AERATOR REPR PTS SOUTH LAGOON	11/30/13	235017	900.00-
00009 LANCASTER'S MACHINE & WE	21516	00138353	13000314	BUCKET REPR U#16050 TRANS	11/30/13	235017	900.00-
00009 LANCASTER'S MACHINE & WE	21498	00138353	13000315	REPR TRAILER/RAMP SEWER DEPT	11/30/13	235017	157.00-
LANCASTER'S MACHINE & WE							
Sum							2,207.00-
00009 MS POWER COMPANY	11/13 W&SO&M	00020144	13000309	MNTHLY ELEC-W&SO&M	11/30/13	235041	74,226.25-
MS POWER COMPANY							
Sum							74,226.25-
00009 MS STATE/TAX COMM/TAX EX	PO#138336 11	00138336	13000294	TAG U#19305 WTR OFFICE	11/30/13	235043	12.00-
MS STATE/TAX COMM/TAX EX							
Sum							12.00-
00009 NAPA AUTO PARTS	498339	00138122	13000245	WRENCH SETS LAGOON	11/30/13	235046	123.70-
NAPA AUTO PARTS							
Sum							123.70-
00009 NORLAB INC	72481	00138230	13000295	TOILET DYE STRIPS WTR OFFICE	11/30/13	235057	268.00-
NORLABINC							
Sum							268.00-
00009 PEARL RIVER VALLEY EPA (	11/13 W&SO&M	00020144	13000317	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235072	394.16-
PEARLRIVER VALLEY EPA (							
Sum							394.16-
00009 PUMP AND CONTROL SERVICE	480	00138224	13000257	MAINT/REPRS S LAGOON 11/4-7	11/30/13	235087	3,200.00-
00009 PUMP AND CONTROL SERVICE	479	00138052	13000312	MAINT/REPRS S LAGOON 10/28-31	11/30/13	235087	3,200.00-
00009 PUMP AND CONTROL SERVICE	481	00138438	13000313	MAINT/REPRS S LAGOON 11/12-15	11/30/13	235087	3,200.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUMP AND CONTROL SERVICE							
Sum							9,600.00-
00009 SOUTHERN GAS & SUPPLY OF	31208278	00137652	13000307	WIRE BRUSHES WTR PLANT	11/30/13	235113	40.40-
SOUTHERN GAS & SUPPLY OF							
Sum							40.40-
00009 SOUTHERN PINE ELECTRIC P	11/13 W&SO&M	00020144	13000308	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235114	981.38-
SOUTHERN PINE ELECTRIC P							
Sum							981.38-
00009 THE SPECTRUM GROUP INC	5620	00137160	13000246	FLOW METER PTS NORTH LAGOON	11/30/13	235128	2,016.06-
00009 THE SPECTRUM GROUP INC	5620-1	00137160	13000247	FLOW METER PTS NORTH LAGOON	11/30/13	235128	350.00-
00009 THE SPECTRUM GROUP INC	5649	00137999	13000258	REPRS USA YEAST LIFT STA	11/30/13	235128	200.00-
THE SPECTRUM GROUP INC							
Sum							2,566.06-
00009 UNDERWOOD'S SMALL ENGINE	1217813	00138338	13000303	CHOP SAW REPR TRANS DEPT	11/30/13	235139	185.75-
UNDERWOOD'S SMALL ENGINE							
Sum							185.75-
00009 WATTS BROTHERS TRACTOR C	152359	00138113	13000244	REPR PTS U#13803 SEWER	11/30/13	235152	367.87-
00009 WATTS BROTHERS TRACTOR C	152406	00138177	13000290	REPR PTS U#13803 SEWER	11/30/13	235152	82.36-
WATTSBROTHERS TRACTOR C							
Sum							450.23-
00009 WILLMUT GAS & OIL COMPAN	11/13 W&SO&M	00020144	13000293	MNTHLY GAS-W&SO&M	11/30/13	235158	13.05-
WILLMUT GAS & OIL COMPAN							
Sum							13.05-
Sum							190,000.78-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 AFFORDABLE SOUTHERN HOME	METER DEP RF	02014122	13000145	METER DEP RFD	11/30/13	234865	17.94-
AFFORDABLE SOUTHERN HOME							
Sum							17.94-
00011 AINSWORTH, WILLIAM J	METER DEP RF	02014114	13000132	METER DEP RFD	11/30/13	234867	35.94-
AINS WORTH, WILLIAM J							
Sum							35.94-
00011 ANDERSON, JUSTINA	METER DEP RF	02014114	13000126	METER DEP RFD	11/30/13	234872	31.44-
ANDERSON, JUSTINA							
Sum							31.44-
00011 BARNEY, PEARLIE	METER DEP RF	02014114	13000127	METER DEP RFD	11/30/13	234882	24.80-
BARNEY, PEARLIE							
Sum							24.80-
00011 BARNHILL, KATHY	METER DEP RF	02014122	13000154	METER DEP RFD	11/30/13	234883	33.76-
BARNHILL, KATHY							
Sum							33.76-
00011 BASS, JANNA	METER DEP RF	02014122	13000152	METER DEP RFD	11/30/13	234884	38.82-
BASS,JANNA							
Sum							38.82-
00011 BLANTON, JANET S.	METER DEP RF	02014114	13000094	METER DEP RFD	11/30/13	234889	75.00-
BLANTON, JANET S.							
Sum							75.00-
00011 COLDWELL BANKER	METER DEP RF	02014122	13000163	METER DEP RFD	11/30/13	234911	35.94-
COLDWELL BANKER							
Sum							35.94-
00011 CRAFT, KAYLA L	METER DEP RF	02014114	13000124	METER DEP RFD	11/30/13	234921	24.80-
CRAFT,KAYLA L							
Sum							24.80-
00011 CRUZ, MELISSA D	METER DEP RF	02014114	13000122	METER DEP RFD	11/30/13	234923	24.80-
CRUZ,MELISSA D							
Sum							24.80-
00011 DAVIS AMMIE L	METER DEP RF	02014114	13000105	METER DEP RFD	11/30/13	234927	33.76-
DAVISAMMIE L							
Sum							33.76-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011	DIXON, MARSHALL	METER DEP RF	02014114	13000139	METER DEP RFD	11/30/13	234933	.94-
	DIXON,MARSHALL							.94-
	Sum							35.94-
00011	DOMINAR PROPERTIES LLC	METER DEP RF	02014122	13000157	METER DEP RFD	11/30/13	234935	35.94-
	DOMINAR PROPERTIES LLC							35.94-
	Sum							35.94-
00011	DUDLEY, KIMBERLY H	METER DEP RF	02014114	13000110	METER DEP RFD	11/30/13	234937	35.94-
	DUDLEY, KIMBERLY H							35.94-
	Sum							52.94-
00011	DUSANG, JIM P	METER DEP RF	02014122	13000147	METER DEP RFD	11/30/13	234939	52.94-
	DUSANG, JIM P							52.94-
	Sum							52.94-
00011	EDWARDS, JANA	METER DEP RF	02014122	13000153	METER DEP RFD	11/30/13	234943	52.94-
	EDWARDS, JANA							52.94-
	Sum							35.94-
00011	EURE, BOBBY E	METER DEP RF	02014122	13000161	METER DEP RFD	11/30/13	234948	35.94-
	EURE,BOBBY E							35.94-
	Sum							35.94-
00011	EWING, JAMES C	METER DEP RF	02014114	13000134	METER DEP RFD	11/30/13	234949	35.94-
	EWING,JAMES C							35.94-
	Sum							30.00-
00011	FARMER, FRANCIS	METER DEP RF	02014114	13000095	METER DEP RFD	11/30/13	234950	30.00-
	FARMER, FRANCIS							30.00-
	Sum							31.44-
00011	FICKEN, SETH T	METER DEP RF	02014114	13000135	METER DEP RFD	11/30/13	234955	31.44-
	FICKEN, SETH T							31.44-
	Sum							35.94-
00011	FIELDS, THOMAS	METER DEP RF	02014122	13000162	METER DEP RFD	11/30/13	234956	35.94-
	FIELDS, THOMAS							35.94-
	Sum							35.94-
00011	FIRST SOUTHERN BANK 5	METER DEP RF	02014122	13000151	METER DEP RFD	11/30/13	234957	35.94-
	FIRSTSOUTHERN BANK 5							35.94-
	Sum							75.00-
00011	GIDDENS, ELIZABETH O	METER DEP RF	02014122	13000142	METER DEP RFD	11/30/13	234971	75.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GIDDENS, ELIZABETH O							
Sum							75.00-
00011 HABITAT FOR HUMANITY 437	METER DEP RF	02014122	13000141	METER DEP RFD	11/30/13	234979	75.00-
HABITAT FOR HUMANITY 437							
Sum							75.00-
00011 HADDOX, BRIDGET N	METER DEP RF	02014122	13000144	METER DEP RFD	11/30/13	234980	3.82-
HADDOX, BRIDGET N							
Sum							3.82-
00011 HALL, FRANCES	METER DEP RF	02014122	13000150	METER DEP RFD	11/30/13	234981	35.16-
HALL,FRANCES							
Sum							35.16-
00011 HIGH IMPACT MARKETING LL	METER DEP RF	02014114	13000102	METER DEP RFD	11/30/13	234983	7.27-
HIGH IMPACT MARKETING LL							
Sum							7.27-
00011 HOLIDAY, WILDA S	METER DEP RF	02014114	13000096	METER DEP RFD	11/30/13	234986	40.00-
HOLIDAY, WILDA S							
Sum							40.00-
00011 HURD, JOSHUA	METER DEP RF	02014114	13000133	METER DEP RFD	11/30/13	234990	35.94-
HURD,JOSHUA							
Sum							35.94-
00011 JACKSON. MATTHEW	METER DEP RF	02014114	13000138	METER DEP RFD	11/30/13	234998	.94-
JACKSON. MATTHEW							
Sum							.94-
00011 KILLAM, KATHLEEN	METER DEP RF	02014114	13000108	METER DEP RFD	11/30/13	235013	.94-
KILLAM, KATHLEEN							
Sum							.94-
00011 LAWSON, CASANDRA D	METER DEP RF	02014114	13000118	METER DEP RFD	11/30/13	235018	31.44-
LAWSON, CASANDRA D							
Sum							31.44-
00011 LINDLEY, COLIN	METER DEP RF	02014114	13000128	METER DEP RFD	11/30/13	235021	24.80-
LINDLEY, COLIN							
Sum							24.80-
00011 MALONE, CHRISTOPHER	METER DEP RF	02014114	13000107	METER DEP RFD	11/30/13	235024	35.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MALONE, CHRISTOPHER							
Sum							35.94-
00011 MATTERN, WILLIAM	METER DEO RF	02014114	13000100	METER DEP RFD	11/30/13	235025	4.54-
MATTERN, WILLIAM							
Sum							4.54-
00011 MILLER MARK	METER DEP RF	02014114	13000140	METER DEP RFD	11/30/13	235035	4.88-
MILLERMARK							
Sum							4.88-
00011 MILLER, AMY S	METER DEP RF	02014114	13000116	METER DEP RFD	11/30/13	235036	24.80-
MILLER, AMY S							
Sum							24.80-
00011 MORNING, LISA K	METER DEP RF	02014114	13000114	METER DEP RFD	11/30/13	235040	35.94-
MORNING, LISA K							
Sum							35.94-
00011 MS SNOWBALL QUEEN	METER DEP RF	02014114	13000103	METER DEP RFD	11/30/13	235042	55.15-
MS SNOWBALL QUEEN							
Sum							55.15-
00011 MYRICK, JOEL(SNOBALL)	METER DEP RF	02014114	13000098	METER DEP RFD	11/30/13	235045	75.00-
00011 MYRICK, JOEL(SNOBALL)	WATER RFD AC	02014113	13000165	WATER OVERPAYMT RFD	11/30/13	235045	572.98-
MYRICK, JOEL(SNOBALL)							
Sum							647.98-
00011 NASSER, MOHAMED MOHAMED	METER DEP RF	02014114	13000099	METER DEP RFD	11/30/13	235047	35.94-
NASSER, MOHAMED MOHAMED							
Sum							35.94-
00011 NETWORK SERVICES (NSI)	10201490000	02014121	13000092	WATER COLLECTIONS FEES	11/30/13	235053	127.77-
NETWORK SERVICES (NSI)							
Sum							127.77-
00011 NOTO JR, RICKY C	METER DEP RF	02014122	13000155	METER DEP RFD	11/30/13	235059	66.56-
NOTO JR, RICKY C							
Sum							66.56-
00011 ONSITE AUDIO	METER DEP RF	02014114	13000101	METER DEP RFD	11/30/13	235062	63.82-
ONSITEAUDIO							
Sum							63.82-
00011 PAINTING WITH A TWIST	METER DEP RF	02014114	13000097	METER DEP RFD	11/30/13	235064	75.00-
00011 PAINTING WITH A TWIST	METER DEP RF	02014114	13000104	METER DEP RFD	11/30/13	235065	52.17-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAINTING WITH A TWIST Sum							127.17-
00011 PAPIS, KENNETH D	METER DEP RF	02014114	13000125	METER DEP RFD	11/30/13	235066	31.44-
PAPIS,KENNETH D Sum							31.44-
00011 PARKER, MATHEW	METER DEP RF	02014122	13000159	METER DEP RFD	11/30/13	235067	35.94-
PARKER, MATHEW Sum							35.94-
00011 PARKS, BRENDA	METER DEP RF	02014122	13000158	METER DEP RFD	11/30/13	235068	38.82-
PARKS,BRENDA Sum							38.82-
00011 PATIO BAR	METER DEP RF	02014114	13000093	METER DEP RFD	11/30/13	235069	150.00-
PATIOBAR Sum							150.00-
00011 PETTUS, EMILY D	METER DEP RF	02014114	13000131	METER DEP RFD	11/30/13	235074	35.94-
PETTUS, EMILY D Sum							35.94-
00011 PIZZA HUT CO #2228	METER DEP RF	02014122	13000143	METER DEP RFD	11/30/13	235078	127.17-
PIZZAHUT CO #2228 Sum							127.17-
00011 PRINE, DANNY	METER DEP RF	02014122	13000149	METER DEP RFD	11/30/13	235083	32.32-
PRINE,DANNY Sum							32.32-
00011 PRUIT, CRYSTAL	METER DEP RF	02014122	13000160	METER DEP RFD	11/30/13	235084	31.44-
PRUIT,CRYSTAL Sum							31.44-
00011 PYLANT, ADRIENNE L	METER DEP RF	02014114	13000129	METER DEP RFD	11/30/13	235088	24.80-
PYLANT, ADRIENNE L Sum							24.80-
00011 RIVERO, GABRIELLE R	METER DEP RF	02014114	13000136	METER DEP RFD	11/30/13	235091	35.94-
RIVERO, GABRIELLE R Sum							35.94-
00011 ROBERTSON, DANA M	METER DEP RF	02014114	13000166	METER DEP RFD	11/30/13	235093	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ROBERTSON, DANA M Sum							38.82-
00011 ROCK, JOHN	METER DEP RF	02014114	13000111	METER DEP RFD	11/30/13	235094	.64-
ROCK,JOHN Sum							.64-
00011 RUBIN-ASCH, SCOTT	METER DEP RF	02014122	13000156	METER DEP RFD	11/30/13	235095	48.44-
RUBIN-ASCH, SCOTT Sum							48.44-
00011 SAFEGUARD PROP 220	METER DEP RF	02014114	13000121	METER DEP RFD	11/30/13	235096	35.94-
SAFEGUARD PROP 220 Sum							35.94-
00011 SAKALARIOS, LAMANDA C	METER DEP RF	02014114	13000109	METER DEP RFD	11/30/13	235097	.94-
SAKALARIOS, LAMANDA C Sum							.94-
00011 SHOEMAKER PROPERTIES 425	METER DEP RF	02014114	13000106	METER DEP RFD	11/30/13	235102	35.94-
SHOEMAKER PROPERTIES 425 Sum							35.94-
00011 SOUTHGATE 119	METER DEP RF	02014114	13000115	METER DEP RFD	11/30/13	235116	35.94-
SOUTHGATE 119 Sum							35.94-
00011 THE HOME SELLING TEAM LL	METER DEP RF	02014114	13000119	METER DEP RFD	11/30/13	235124	35.94-
THE HOME SELLING TEAM LL Sum							35.94-
00011 THE HOME SELLING TEAM 10	METER DEP RF	02014114	13000113	METER DEP RFD	11/30/13	235125	35.94-
THE HOME SELLING TEAM 10 Sum							35.94-
00011 THE HOME SELLING TEAM 10	METER DEP RF	02014114	13000112	METER DEP RFD	11/30/13	235126	35.94-
THE HOME SELLING TEAM 10 Sum							35.94-
00011 THE HOME SELLING TEAM 21	METER DEP RF	02014114	13000120	METER DEP RFD	11/30/13	235127	35.94-
THE HOME SELLING TEAM 21 Sum							35.94-
00011 TURNER, SUSAN	METER DEP RF	02014114	13000130	METER DEP RFD	11/30/13	235138	35.94-
TURNER, SUSAN							

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Sum								35.94-
00011	VINCENT, SHARON E	METER DEP RF	02014114	13000137	METER DEP RFD	11/30/13	235144	.94-
VINCENT, SHARON E								-----
Sum								.94-
00011	WEBB, KAREN L	METER DEP RF	02014122	13000146	METER DEP RFD	11/30/13	235153	.52-
WEBB,KAREN L								-----
Sum								.52-
00011	WILLIAMS, KATELYN E	METER DEP RF	02014122	13000148	METER DEP RFD	11/30/13	235156	48.44-
WILLIAMS, KATELYN E								-----
Sum								48.44-
00011	WILLIAMSON,ALLIE J	METER DEP RF	02014114	13000123	METER DEP RFD	11/30/13	235157	31.44-
WILLIAMSON,ALLIE J								-----
Sum								31.44-
00011	WOODS, STEPANIE	METER DEP RF	02014122	13000164	METER DEP RFD	11/30/13	235160	18.16-
WOODS,STEPANIE								-----
Sum								18.16-
Sum								-----
								3,341.37-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICEFORFEITURES FUND							
00019 G.R.E.A.T. STORE	2541721	00136602	13000012	INCENTIVE SUPP G.R.E.A.T.PROG	11/30/13	234968	545.90-
G.R.E.A.T. STORE							
Sum							545.90-
00019 JEFFERSON, DAVID (REFUND	REFUND CASE#	02014135	13000014	REFUND ON COURT CASE	11/30/13	235000	1,180.00-
JEFFERSON, DAVID (REFUND							
Sum							1,180.00-
00019 TOP NOTCH EMBROIDERY	31	00138101	13000013	TEE SHIRTS DARE/GREAT GRAD	11/30/13	235131	397.17-
TOP NOTCH EMBROIDERY							
Sum							397.17-
Sum							2,123.07-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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AIRPORT IMPROVEMENT FUND								
00039	ARE CONSULTANTS INC	131105B	00138487	13000012	SRVS AIRPORT RUNWAY REHAB	11/30/13	234874	17,552.37-
00039	ARE CONSULTANTS INC	130702I	00138493	13000013	SRVS AIRPORT DRAINAGE/SAFETY	11/30/13	234874	15,497.77-
00039	ARE CONSULTANTS INC	130820E	00138495	13000014	SRVS LONG TERM CAPITAL IMPRV	11/30/13	234874	2,057.00-

ARE CONSULTANTS INC								
Sum								35,107.14-

Sum								35,107.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BUSH CONSTRUCTION COMPAN	APPL #2	00138486	13000060	SRV 8/13-9/24 QUINN ST BRIDGE	11/30/13	234898	6,100.00-
BUSH CONSTRUCTION COMPAN							
Sum							6,100.00-
00072 CATERPILLAR FINANCIAL SE	CONT#0597687	02014127	13000054	BACKHOE LEASE PMT DUE 11/29/13	11/20/13	41095	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 NEEL-SCHAFFER INC	1014424	00138494	13000055	SRVS 10/13 HARDY ST TRAFFIC	11/30/13	235052	2,991.92-
00072 NEEL-SCHAFFER INC	1014467	00138496	13000056	SRVS 10/13 MIDTOWN STUDY	11/30/13	235052	12,398.54-
00072 NEEL-SCHAFFER INC	1014456-11-2	00138497	13000057	SRVS 10/13 SIDEWALK PROJECT	11/30/13	235052	910.34-
00072 NEEL-SCHAFFER INC	1014456-12-6	00138498	13000058	SRVS 10/13 CAMP ST IMPRVMNTS	11/30/13	235052	11,451.88-
00072 NEEL-SCHAFFER INC	1014456-7	00138500	13000059	SRVS 10/13 BIKE LANE STRIPING	11/30/13	235052	5,023.62-
NEEL-SCHAFFER INC							
Sum							32,776.30-
00072 SHOWS DEARMAN & WAITS IN	17735	00138231	13000053	SRV 40TH PLACE DRNGE STAKING	11/30/13	235103	2,052.50-
SHOWSDEARMAN & WAITS IN							
Sum							2,052.50-
Sum							42,014.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20125 MASS T	00138507	13000077	SERVS 11/13 MASS TRANSIT	11/30/13	234862	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 CARQUEST AUTO PARTS STOR	14758-15822	00137702	13000081	REPR PTS U#16234	11/30/13	234901	72.88-
CARQUEST AUTO PARTS STOR							
Sum							72.88-
00073 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000073	TRF 3RD 11/13 PAYROLL	11/25/13	18351	18,932.70-
CITY OF HATTIESBURG FUND							
Sum							18,932.70-
00073 DOSSETT PONTIAC CADILLAC	91331	00138398	13000074	REPR PTS U#16760	11/30/13	234936	1,110.76-
00073 DOSSETT PONTIAC CADILLAC	220-690 1089	00138398	13000076	CREDIT	11/30/13	234936	166.07
DOSSETT PONTIAC CADILLAC							
Sum							944.69-
00073 EMPIRE TRUCK SALES (H'BU	RE006017741:	00137778	13000071	REPRS U#16235	11/30/13	234946	2,163.35-
00073 EMPIRE TRUCK SALES (H'BU	RE009017790:	00137948	13000072	BRAKE REPR U#16235	11/30/13	234946	262.50-
EMPIRETRUCK SALES (H'BU							
Sum							2,425.85-
00073 JERRY'S AUTOMOTIVE REPAI	15337	00138252	13000068	WINDSHIELD WIPER REPR U#14953	11/30/13	235001	101.15-
JERRY'S AUTOMOTIVE REPAI							
Sum							101.15-
00073 MS POWER COMPANY	11/13 MASS T	00020144	13000075	MNTHLY ELEC-MASS TRANSIT	11/30/13	235041	1,019.80-
MS POWER COMPANY							
Sum							1,019.80-
00073 OFFICE DEPOT INC	681615183001	00137984	13000069	OFFICE SUPP	11/30/13	235061	72.98-
OFFICEDEPOT INC							
Sum							72.98-
00073 PRECISION CONSTRUCTION L	INVOICE #3	00138519	13000079	SRVS HCT BUS SHELTER	11/30/13	235080	50,679.00-
00073 PRECISION CONSTRUCTION L	INVOICE #1	00138520	13000080	SRVS HCT BUS SHELTER	11/30/13	235080	92,000.00-
PRECISION CONSTRUCTION L							
Sum							142,679.00-
00073 VERIZON WIRELESS	9714690719	00138508	13000082	GPS BUSES 11/11-12/10/13	11/30/13	235142	200.63-
VERIZON WIRELESS							
Sum							200.63-
00073 WATERS INTERNATIONAL TRU	8-233170017	00137306	13000070	REPR PTS VARI BUSES	11/30/13	235151	792.96-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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WATERSINTERNATIONAL TRU							
Sum							792.96-
Sum							167,587.64-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 GOURAS, JIMMY G, URBAN P	9600	00138484	13000024	SRVS USA YEAST WASTEWTR PLANT	11/30/13	234973	5,583.33-
GOURAS, JIMMY G, URBAN P							5,583.33-
Sum							45,841.00-
00075 L & A CONTRACTING CO	APPL #21	00138485	13000023	CONSTR S LAGOON SLUDGE RMVL	11/30/13	235016	45,841.00-
L & A CONTRACTING CO							45,841.00-
Sum							47,375.00-
00075 LYMAN WELL COMPANY	APPL #5 & FI	00138489	13000021	CONSTR JAMES ST WTR WELL #3	11/30/13	235022	47,375.00-
LYMANWELL COMPANY							55,071.50-
Sum							55,071.50-
00075 PHOENIX FABRICATORS & ER	APPL #6	00138488	13000022	CONSTR 9/26-10/25 HWY 98 TANK	11/30/13	235075	55,071.50-
PHOENIX FABRICATORS & ER							55,071.50-
Sum							153,870.83-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	09666116	00138517	13000071	ALARM SERV 11/13 CULTURAL CTR	11/30/13	234859	99.12-
A D TSECURITY SERVICES/							
Sum							99.12-
00077 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000064	TRF 3RD 11/13 PAYROLL	11/25/13	36716	15,910.95-
CITY OF HATTIESBURG FUND							
Sum							15,910.95-
00077 G & K SERVICES	1035429511	00138518	13000072	UNIFORMS 10/22 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035431660	00138518	13000073	UNIFORMS 10/29 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035433825	00138518	13000074	UNIFORMS 11/05 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035435977	00138518	13000075	UNIFORMS 11/12 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035438132	00138518	13000076	UNIFORMS 11/19 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035440269	00138518	13000077	UNIFORMS 11/26 COMM CNTRS	11/30/13	234967	43.56-
G & KSERVICES							
Sum							261.36-
00077 HEALING TOUCH CAREER CEN	CULTURAL CNT	02014137	13000067	DAMAGE DEPOSIT REFUND	11/30/13	234982	250.00-
HEALING TOUCH CAREER CEN							
Sum							250.00-
00077 JONES, SHERRI	CULTURAL CNT	02014137	13000070	DAMAGE DEPOSIT REFUND	11/30/13	235006	150.00-
JONES,SHERRI							
Sum							150.00-
00077 MAYS, TAKIA	SHERRILL CNT	02014137	13000069	DAMAGE DEPOSIT REFUND	11/30/13	235027	100.00-
MAYS,TAKIA							
Sum							100.00-
00077 MS POWER COMPANY	11/13 COMM C	00020144	13000065	MNTHLY ELEC-COMM CNTRS	11/30/13	235041	2,724.88-
MS POWER COMPANY							
Sum							2,724.88-
00077 NEWELL PAPER COMPANY	801101	00137912	13000063	JANIT SUPP COMM CNTRS	11/30/13	235054	1,215.26-
NEWELLPAPER COMPANY							
Sum							1,215.26-
00077 SIMS, KAREN	CULTURAL CNT	02014137	13000068	DAMAGE DEPOSIT REFUND	11/30/13	235107	150.00-
SIMS,KAREN							
Sum							150.00-
00077 STRONG, WILLIAM	CULTURAL CNT	02014137	13000066	DAMAGE DEPOSIT REFUND	11/30/13	235121	250.00-
STRONG, WILLIAM							

Purchase Order

Claims
Number

Item	Description
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Check
Date

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No.

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Amount

WILLMUT GAS & OIL COMPAN

11/13 COMM C

00020144

13000062

Mnthly Gas-Comm Cntrs

11/30/13

235158

65.39-

WILLMUT GAS & OIL COMPAN

65.39-

21,176.96-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BANKS, WILLIE	11/19/13	00138404	13000049	602 STEVEN TEM RELOC11/5-12/14	11/21/13	36725	650.00-
BANKS,WILLIE							
Sum							650.00-
00082 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000053	TRF 3RD 11/13 PAYROLL	11/25/13	36727	7,174.91-
CITY OF HATTIESBURG FUND							
Sum							7,174.91-
00082 DOMESTIC ABUSE FAMILY SH	11/12/13	00138401	13000044	SHELTER OP, FOOD CLIENT SERV#2	11/21/13	36720	4,596.66-
DOMESTIC ABUSE FAMILY SH							
Sum							4,596.66-
00082 INDOFF INC	2364214	00137946	13000051	OFFICE SUPP	11/30/13	234992	35.52-
00082 INDOFF INC	2365156	00137946	13000052	OFFICE SUPP	11/30/13	234992	153.15-
INDOFFINC							
Sum							188.67-
00082 JOHNSON, VICTORIA	11/19/13	00138403	13000050	309 N 21 TEM RELOC 11/1-11/30	11/21/13	36726	650.00-
JOHNSON, VICTORIA							
Sum							650.00-
00082 SIMS, JOHN LEE	11/19/13	00138406	13000047	1802 ED ST TEM RELOC11/1-11/30	11/21/13	36723	650.00-
SIMS,JOHN LEE							
Sum							650.00-
00082 SMITH'S REMODELING	11/11/13	00138402	13000045	602 STEVENS FINAL DRAW #4	11/21/13	36721	4,990.00-
00082 SMITH'S REMODELING	11/11/13	00138407	13000046	901 N 34TH FINAL DR #5, CO#1	11/21/13	36722	12,953.00-
SMITH'S REMODELING							
Sum							17,943.00-
00082 WILLIAMS, LOUISE	11/19/13	00138405	13000048	901 N 34TH TEM RELOC11/1-11/30	11/21/13	36724	650.00-
WILLIAMS, LOUISE							
Sum							650.00-
Sum							32,503.24-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	3381	00138209	13000013	REIMB EXP PD BUTLER SNOW	11/30/13	234875	16.00-
00087	AREA DEVELOPMENT PARTNER	3384	00138479	13000015	REIMB EXPNS PERRY PHILLIPS	11/30/13	234876	950.00-

AREA DEVELOPMENT PARTNER								
Sum								966.00-
00087	TSI TITLE SERVICES LLC	11783	00138468	13000014	TITLE OPINION	11/30/13	235136	300.00-

TSI TITLE SERVICES LLC								
Sum								300.00-

Sum								1,266.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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SPECIAL SALES TAX-T&A								
00107	H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02014124	13000004	FOOD/BEVERAGE TAX 10/13	11/19/13	18300	331,454.65-

H'BURGCONVENTION COMMIS								
Sum								331,454.65-
00107	H'BURG TOURISM COMMISSIO	MOTEL SALES	02014123	13000003	MOTEL SALES TAX 10/13	11/19/13	18299	30,969.12-

H'BURGTOURISM COMMISSIO								
Sum								30,969.12-

Sum								362,423.77-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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GrandTotal Level Sum							2,449,182.51-

CITY OF HATTIESBURG - GENERAL FUND								
DOCKET OF CLAIMS								
PERIOD ENDING NOVEMBER 30, 2013								
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date - 11/26/13	
							Check Amount	
GENERAL FUND								
00001 AAMCO TRANS/AUTOMOTIVE S	127158	00138193	13001176	REPRS ANIMAL CONTROL UNIT	11/30/13	234860	957.50-	
00001 AAMCO TRANS/AUTOMOTIVE S	127191	00137982	13001209	REPRS U#13048 STREET	11/30/13	234860	225.00-	
AAMCOTRANS/AUTOMOTIVE S								
Sum							1,182.50-	
00001 ADVANCED JANITORIAL SERV	20125 CITY H	00138507	13001392	SERVS 11/13 CITY HALL	11/30/13	234862	1,925.00-	
00001 ADVANCED JANITORIAL SERV	20125 TRAFFI	00138507	13001393	SERVS 11/13 TRAFFIC OFFICE	11/30/13	234862	250.00-	
ADVANCED JANITORIAL SERV								
Sum							2,175.00-	
00001 AFFORDABLE AUTO CARE	PO#138321 11	00138321	13001292	REPRS U#90008 POLICE	11/30/13	234863	695.21-	
AFFORDABLE AUTO CARE								
Sum							695.21-	
00001 AFFORDABLE EMERGENCY LIG	627	00138343	13001374	REPRS VARI POLICE UNITS	11/30/13	234864	372.50-	
AFFORDABLE EMERGENCY LIG								
Sum							372.50-	
00001 ALL ANIMAL CLINIC	392544	00138296	13001177	CANINE EUTHANASIA	11/30/13	234868	50.00-	
ALL ANIMAL CLINIC								
Sum							50.00-	
00001 ALLIED MEDICAL PRODUCTS	338256	00138100	13001155	AUTO EXTERNAL DEFIBRILLATOR	11/30/13	234870	1,699.00-	
ALLIEDMEDICAL PRODUCTS								
Sum							1,699.00-	
00001 AMTEC (AMER MUN TAX-EXEM	028105	00135649	13001295	SIMUNITION AMMO P/F ACADEMY	11/30/13	234871	1,058.76-	
AMTEC(AMER MUN TAX-EXEM								
Sum							1,058.76-	
00001 ASTRONICS DME CORP	IN106776	00137503	13001382	RUNWAY LIGHTS AIRPORT	11/30/13	234877	36,481.95-	
ASTRONICS DME CORP								
Sum							36,481.95-	
00001 AT&T	601M26940440	00020142	13001220	SERV 11/8-12/7/13 VARI DEPTS	11/30/13	234878	279.75-	
AT&T								
Sum							279.75-	
00001 AT&T CAPITAL SERVICES	601026684200	00138431	13001314	SOFTWARE MAINT 11/8-12/7/13	11/30/13	234879	871.00-	
00001 AT&T CAPITAL SERVICES	601M26491400	00138431	13001315	SOFTWARE MAINT 11/7-12/8/13	11/30/13	234879	10,169.50-	

AT&T CAPITAL SERVICES

Sum								11,040.50-
00001	AUTO ARMATURE SERVICE IN	11585	00138165	13001159	BATTERY U#7629 STREET	11/30/13	234880	137.95-
00001	AUTO ARMATURE SERVICE IN	11409	00138173	13001160	BATTERY U#9900 STREET	11/30/13	234880	115.95-
00001	AUTO ARMATURE SERVICE IN	11658	00138332	13001213	BATTERY-AIRPT PRESSURE WASHER	11/30/13	234880	116.95-
00001	AUTO ARMATURE SERVICE IN	11608	00138274	13001302	BATTERY U#11356 STREET	11/30/13	234880	106.95-

AUTO ARMATURE SERVICE IN

Sum								477.80-
00001	B & F TACTICAL STORE	300	00137825	13001294	FIRE ACADEMY RECRUIT UNIFORMS	11/30/13	234881	1,013.16-

B & FTACTICAL STORE

Sum								1,013.16-
00001	BELK DEPARTMENT STORE	P9356009G00X	00137850	13001371	CLOTH ALLOW-PACK-POLICE	11/30/13	234885	144.93-
00001	BELK DEPARTMENT STORE	P9356009G00X	00137871	13001372	CLOTH ALLOW-HOFFER-POLICE	11/30/13	234885	254.93-
00001	BELK DEPARTMENT STORE	P9356009Y00X	00138192	13001373	CLOTH ALLOW-MCLAURIN-POLICE	11/30/13	234885	79.99-

BELK DEPARTMENT STORE

Sum								479.85-
00001	BIG IRON DIESEL REPAIR L	SO1512	00138054	13001163	REPRS U#13982 STREET	11/30/13	234888	320.00-

BIG IRON DIESEL REPAIR L

Sum								320.00-
00001	BOURNE BROTHERS PRINTING	48918	00138251	13001331	SIGNATURE STAMPS MUN COURT	11/30/13	234892	59.90-
00001	BOURNE BROTHERS PRINTING	48926	00138312	13001334	CSPIRE GET IT FIRST BROCHURES	11/30/13	234892	450.00-

BOURNEBROTHERS PRINTING

Sum								509.90-
00001	BRIDGE & WATSON INC	9/19/13	00138532	13001400	SRVS VOTING RIGHTS LITIGATION	11/30/13	234895	1,952.36-
00001	BRIDGE & WATSON INC	11/19/13	00138532	13001401	SRVS VOTING RIGHTS LITIGATION	11/30/13	234895	6,627.59-

BRIDGE& WATSON INC

Sum								8,579.95-
00001	BROADWAY DRIVE TIRE	089608	00138175	13001290	TIRES POLICE STOCK	11/30/13	234896	2,825.84-

BROADWAY DRIVE TIRE

Sum								2,825.84-
00001	CARQUEST AUTO PARTS STOR	14758-16973	00138219	13001179	ANTIFREEZE CEM/FORESTRY UNTS	11/30/13	234901	240.36-
00001	CARQUEST AUTO PARTS STOR	14758-17097	00138237	13001311	ANTIFREEZE CEM/FORESTRY UNTS	11/30/13	234901	83.94-
00001	CARQUEST AUTO PARTS STOR	14758-17141	00137983	13001352	REPR PTS STREET STOCK	11/30/13	234901	82.70-
00001	CARQUEST AUTO PARTS STOR	14758-17114	00138178	13001353	REPR PTS U#9900 STREET	11/30/13	234901	48.24-
00001	CARQUEST AUTO PARTS STOR	14758-17143	00138167	13001360	REPR PTS SANIT STOCK	11/30/13	234901	26.44-

CARQUEST AUTO PARTS STOR

Sum								481.68-
00001	CARROT TOP INDUSTRIES IN	20099700	00138078	13001198	US/MS FLAGS FIRE DEPT	11/30/13	234902	392.36-

CARROTTOP INDUSTRIES IN

Sum								392.36-
00001	CENTER FOR GOVERNMENT AN	REG-BERNARDO	00138444	13001330	REG-BERNARDO MMCCA CONF JKSN	11/30/13	234904	160.00-

CENTERFOR GOVERNMENT AN								
Sum								160.00-
00001	CERTIFIED LABORATORIES	1308091	00138190	13001309	CHEMICALS HEALTH DIV	11/30/13	234906	4,867.50-
00001	CERTIFIED LABORATORIES	1308091 FRT	00138379	13001310	FREIGHT CHGS PO#138190	11/30/13	234906	20.00-

CERTIFIED LABORATORIES								
Sum								4,887.50-
00001	CHENNAULT BRENT	TRAVEL REIMB	00138359	13001271	EXPNS HAZ MATL TRNG JKSN	11/30/13	234907	36.30-

CHENNAULT BRENT								
Sum								36.30-
00001	CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13001364	TRF 3RD 11/13 PAYROLL	11/25/13	18351	838,136.90-

CITY OF HATTIESBURG FUND								
Sum								838,136.90-
00001	CLARKE DETROIT DIESEL AL	S108006959:0	00138282	13001202	REPRS U#13933 FIRE DEPT	11/30/13	234908	3,043.45-

CLARKEDETROIT DIESEL AL								
Sum								3,043.45-
00001	CLEAR CHANNEL RADIO-WUSW	258-62858	00138457	13001345	POLICE ACADEMY RECRUIT ADS	11/30/13	234909	999.00-
00001	CLEAR CHANNEL RADIO-WUSW	258-63938	00138457	13001346	POLICE ACADEMY RECRUIT ADS	11/30/13	234909	1,037.00-

CLEARCHANNEL RADIO-WUSW								
Sum								2,036.00-
00001	COLLINS, BARRY A	MEAL TICKET	00138233	13001152	MEALS-FIRE INVESTIGATION CLS	11/30/13	234912	167.32-
00001	COLLINS, BARRY A	TRAVEL REIMB	00138464	13001344	EXPNS FIREGROUND LDRSHP TRNG	11/30/13	234912	117.55-

COLLINS, BARRY A								
Sum								284.87-
00001	COMCAST CABLEVISION OF H	095776410200	00138476	13001378	BROADBAND SERV #7 FIRE STA	11/30/13	234913	55.06-

COMCAST CABLEVISION OF H								
Sum								55.06-
00001	COMSOUTH	171405	00136711	13001201	RADIO REPR U#16630 FIRE DEPT	11/30/13	234914	98.00-

COMSOUTH								
Sum								98.00-
00001	COURTESY MOTORS INC	183204	00138275	13001306	REPRS U#17503 ENGR	11/30/13	234918	46.20-
00001	COURTESY MOTORS INC	409028	00138275	13001307	REPRS U#17503 ENGR	11/30/13	234918	58.16-
00001	COURTESY MOTORS INC	409082	00138007	13001333	CARPET ASSMBLY MAYOR'S CAR	11/30/13	234918	56.50-

COURTESY MOTORS INC								
Sum								160.86-
00001	COURTNEY'S RESTAURANT EQ	8043	00138131	13001153	ICE MAKER FILTERS FIRE DEPT	11/30/13	234919	1,000.01-

00001	FASTENAL COMPANY	MSHAT165370	00137956	13001206	NUTS/BOLTS/SAFETY SUPP-TRAFF	11/30/13	234951	740.04-
00001	FASTENAL COMPANY	MSHAT165371	00137884	13001214	PAINT SUPP CIVIC CN PK GARAGE	11/30/13	234951	65.91-
00001	FASTENAL COMPANY	MSHAT165767	00138262	13001358	HAND TOOLS CONSTR SHOP	11/30/13	234951	117.26-
00001	FASTENAL COMPANY	MSHAT165651	00137988	13001361	RAINSUITS/BOOTS AIRPT MAINT	11/30/13	234951	53.43-
00001	FASTENAL COMPANY	MSHAT165752	00138201	13001362	PAINT SUPP CIVIC CNTR GARAGE	11/30/13	234951	171.48-

FASTENAL COMPANY								
Sum								1,148.12-
00001	FEDERAL EXPRESS	2-456-24914	00138216	13001166	SERV 10/30/13 ENGR DEPT	11/30/13	234952	14.97-
00001	FEDERAL EXPRESS	2-463-64592	00138416	13001356	SERVS 11/7/13 ENGR DEPT	11/30/13	234952	32.18-

FEDERAL EXPRESS								
Sum								47.15-
00001	FERGUSON ENTERPRISES INC	1211360	00138093	13001287	PLUMB SUPP MAYOR'S RESTROOM	11/30/13	234953	54.94-

FERGUSON ENTERPRISES INC								
Sum								54.94-
00001	FUELMAN OF MS	BG120744 NP3	00138213	13001142	FUEL CHGS 10/28-11/03 POLICE	11/30/13	234959	21.65-
00001	FUELMAN OF MS	BG120744 NP3	00138469	13001342	FUEL CHGS 11/11-17/13 POLICE	11/30/13	234959	99.94-

FUELMAN OF MS								
Sum								121.59-
00001	G & K SERVICES	103542531	00138248	13001222	UNIFORMS 10/22 STREET	11/30/13	234967	118.60-
00001	G & K SERVICES	1035431680	00138248	13001223	UNIFORMS 10/29 STREET	11/30/13	234967	122.66-
00001	G & K SERVICES	1035433845	00138248	13001224	UNIFORMS 11/05 STREET	11/30/13	234967	132.19-
00001	G & K SERVICES	1035435997	00138248	13001225	UNIFORMS 11/12 STREET	11/30/13	234967	124.76-
00001	G & K SERVICES	1035429532	00138248	13001227	UNIFORMS 10/22 SHOP	11/30/13	234967	42.00-
00001	G & K SERVICES	1035431681	00138248	13001228	UNIFORMS 10/28 SHOP	11/30/13	234967	42.00-
00001	G & K SERVICES	1035433846	00138248	13001229	UNIFORMS 11/05 SHOP	11/30/13	234967	42.00-
00001	G & K SERVICES	1035435998	00138248	13001230	UNIFORMS 11/12 SHOP	11/30/13	234967	42.00-
00001	G & K SERVICES	1035429527	00138248	13001231	UNIFORMS 10/22 GO&FS	11/30/13	234967	4.50-
00001	G & K SERVICES	1035431676	00138248	13001232	UNIFORMS 10/29 GO&FS	11/30/13	234967	4.50-
00001	G & K SERVICES	1035433841	00138248	13001233	UNIFORMS 11/06 GO&FS	11/30/13	234967	2.34-
00001	G & K SERVICES	1035435991	00138248	13001234	UNIFORMS 11/12 GO&FS	11/30/13	234967	35.46-
00001	G & K SERVICES	1035429534	00138248	13001235	MOP/MAT 10/22 GO&FS	11/30/13	234967	25.95-
00001	G & K SERVICES	1035431683	00138248	13001236	MOP/MAT 10/29 GO&FS	11/30/13	234967	25.95-
00001	G & K SERVICES	1035433848	00138248	13001237	MOP/MAT 11/05 GO&FS	11/30/13	234967	25.95-
00001	G & K SERVICES	1035436000	00138248	13001238	MOP/MAT 11/12 GO&FS	11/30/13	234967	25.95-
00001	G & K SERVICES	1035429526	00138248	13001239	UNIFORMS 10/22 DRNGE	11/30/13	234967	19.66-
00001	G & K SERVICES	1035431675	00138248	13001240	UNIFORMS 10/29 DRNGE	11/30/13	234967	19.66-
00001	G & K SERVICES	1035433840	00138248	13001241	UNIFORMS 11/05 DRNGE	11/30/13	234967	19.66-
00001	G & K SERVICES	1035435992	00138248	13001242	UNIFORMS 11/12 DRNGE	11/30/13	234967	19.66-
00001	G & K SERVICES	1035429530	00138248	13001243	UNIFORMS 10/22 SANIT	11/30/13	234967	132.36-
00001	G & K SERVICES	1035431679	00138248	13001244	UNIFORMS 10/29 SANIT	11/30/13	234967	136.00-
00001	G & K SERVICES	1035433844	00138248	13001245	UNIFORMS 11/05 SANIT	11/30/13	234967	235.10-
00001	G & K SERVICES	1035435996	00138248	13001246	UNIFORMS 11/12 SANIT	11/30/13	234967	128.00-
00001	G & K SERVICES	1035429533	00138248	13001247	MOP/MAT 10/22 SANIT	11/30/13	234967	17.40-
00001	G & K SERVICES	1035431682	00138248	13001248	MOP/MAT 10/29 SANIT	11/30/13	234967	17.40-

00001	G & K SERVICES	1035433847	00138248	13001249	MOP/MAT 11/05 SANIT	11/30/13	234967	17.40-
00001	G & K SERVICES	1035435499	00138248	13001250	MOP/MAT 11/12 SANIT	11/30/13	234967	17.40-
00001	G & K SERVICES	1035429528	00138248	13001251	UNIFORMS 10/22 ST CLEAN	11/30/13	234967	58.18-
00001	G & K SERVICES	1035431677	00138248	13001252	UNIFORMS 10/29 ST CLEAN	11/30/13	234967	58.18-
00001	G & K SERVICES	1035433842	00138248	13001253	UNIFORMS 11/05 ST CLEAN	11/30/13	234967	58.18-
00001	G & K SERVICES	1035435994	00138248	13001254	UNIFORMS 11/12 ST CLEAN	11/30/13	234967	58.18-
00001	G & K SERVICES	1035429529	00138248	13001255	UNIFORMS 10/22 HEALTH	11/30/13	234967	19.80-
00001	G & K SERVICES	1035431678	00138248	13001256	UNIFORMS 10/29 HEALTH	11/30/13	234967	177.30-
00001	G & K SERVICES	1035433843	00138248	13001257	UNIFORMS 11/05 HEALTH	11/30/13	234967	158.84-
00001	G & K SERVICES	1035435995	00138248	13001258	UNIFORMS 11/12 HEALTH	11/30/13	234967	15.84-
00001	G & K SERVICES	1035423035	00138273	13001276	UNIFORMS 10/01 CEM/FORESTRY	11/30/13	234967	68.04-
00001	G & K SERVICES	1035425196	00138273	13001277	UNIFORMS 10/08 CEM/FORESTRY	11/30/13	234967	55.44-
00001	G & K SERVICES	1035427348	00138273	13001278	UNIFORMS 10/15 CEM/FORESTRY	11/30/13	234967	55.44-
00001	G & K SERVICES	1035429509	00138273	13001279	UNIFORMS 10/22 CEM/FORESTRY	11/30/13	234967	55.44-
00001	G & K SERVICES	1035431658	00138273	13001280	UNIFORMS 10/29 CEM/FORESTRY	11/30/13	234967	55.44-
00001	G & K SERVICES	1035723036	00138273	13001281	MOP/MAT 10/01 CEM/FORESTRY	11/30/13	234967	22.40-
00001	G & K SERVICES	1035425197	00138273	13001282	MOP/MAT 10/08 CEM/FORESTRY	11/30/13	234967	22.40-
00001	G & K SERVICES	1035427349	00138273	13001283	MOP/MAT 10/15 CEM/FORESTRY	11/30/13	234967	22.40-
00001	G & K SERVICES	1035429510	00138273	13001284	MOP/MAT 10/22 CEM/FORESTRY	11/30/13	234967	22.40-
00001	G & K SERVICES	1035431659	00138273	13001285	MOP/MAT 10/29 CEM/FORESTRY	11/30/13	234967	22.40-

G & KSERVICES								
Sum								2,602.81-
00001	GARNER LUMLEY ELECTRIC S	493847	00137541	13001298	FLASHLIGHTS TRAFFIC UNITS	11/30/13	234970	264.00-
00001	GARNER LUMLEY ELECTRIC S	494480	00138324	13001359	ELEC SUPP CHRISTMAS LIGHTS	11/30/13	234970	80.00-

GARNERLUMLEY ELECTRIC S								
Sum								344.00-
00001	GILLILANDS ELECTRONICS S	55465	00138197	13001145	ALARM 9/13-9/14 EVIDENCE ROOM	11/30/13	234972	420.00-
00001	GILLILANDS ELECTRONICS S	56033	00138092	13001336	CAMERA EQUIP ENGR DEPT	11/30/13	234972	3,995.00-
00001	GILLILANDS ELECTRONICS S	56031	00138092	13001337	CAMERA EQUIP POLICE DEPT	11/30/13	234972	800.00-
00001	GILLILANDS ELECTRONICS S	56103	00138470	13001379	YEARLY ALARM SERV #2 FIRE STA	11/30/13	234972	240.00-

GILLILANDS ELECTRONICS S								
Sum								5,455.00-
00001	GULF COAST RENAISSANCE C	DAMAGE DEP R	02014136	13001389	DAMAGE DEPOSIT REFUND	11/30/13	234975	300.00-

GULF COAST RENAISSANCE C								
Sum								300.00-
00001	H'BURG AMERICAN ACCT #1	012998 41166	00138276	13001132	YMCA AD 4/21/13	11/30/13	234976	153.00-

H'BURGAMERICAN ACCT #1								
Sum								153.00-
00001	H'BURG AMERICAN (SUBSCRI	HA0035486 11	00138250	13001135	SUBSCRIPT 11/13 CITY CLERK	11/30/13	234977	41.04-

H'BURGAMERICAN (SUBSCRI								
Sum								41.04-
00001	H'BURG HYDRAULICS INC	53719	00137869	13001161	REPR PTS U#15776 STREET	11/30/13	234978	77.24-

00001	H'BURG HYDRAULICS INC	53716	00137869	13001162	REPR PTS U#8629 STREET	11/30/13	234978	110.84-
00001	H'BURG HYDRAULICS INC	53797	00138166	13001354	REPRS U#14618 STREET	11/30/13	234978	162.99-
00001	H'BURG HYDRAULICS INC	53796	00138280	13001355	REPR PTS U#8629 STREET	11/30/13	234978	80.34-

H'BURGHYDRAULICS INC								
Sum								
00001	HANCOCK BANK TRUST & FIN	11/22/13 DUE	02014130	13001365	MDB 2001 BONDS 12/22/08	11/25/13	18352	431.41-

HANCOCK BANK TRUST & FIN								
Sum								
00001	HILL, LEROY COFFEE CO IN	14887	00138420	13001332	COFFEE SERV M/ADM	11/30/13	234984	2,108.10-

HILL,LEROY COFFEE CO IN								
Sum								
00001	HOL-MAC CORPORATION	323968	00138392	13001381	REPR PTS VARI SANIT UNITS	11/30/13	234985	48.82-

HOL-MAC CORPORATION								
Sum								
00001	HOME DEPOT	3974765	00137890	13001291	SCREWS/WASHERS/NETTING	11/30/13	234987	624.88-
00001	HOME DEPOT	8974441	00137660	13001339	JANIT SUPP POLICE DEPT	11/30/13	234987	41.46-

HOME DEPOT								
Sum								
00001	HOOD, CHINIKA	MILEAGE 5/29	00138208	13001130	MILEAGE CITY BUSINESS	11/30/13	234988	229.48-
00001	HOOD, CHINIKA	MILEAGE 8/15	00138208	13001131	MILEAGE GOVERNOR'S HLTH SUMMT	11/30/13	234988	85.32-

HOOD,CHINIKA								
Sum								
00001	HUGHES SUPPLY	S142635353.0	00138016	13001199	A/C REPR PTS #2 FIRE STA	11/30/13	234989	211.88-

HUGHESSUPPLY								
Sum								
00001	INDOFF INC	2368131	00138090	13001297	PRINTER SUPP FIRE DEPT	11/30/13	234992	109.18-
00001	INDOFF INC	2371586	00138265	13001405	HEATER PUBLIC WORKS	11/30/13	234992	65.49-
00001	INDOFF INC	2371588	00138265	13001406	OFFICE SUPP PUBLIC WORKS	11/30/13	234992	129.99-
00001	INDOFF INC	2371591	00138265	13001407	OFFICE SUPP PUBLIC WORKS	11/30/13	234992	641.49-
00001	INDOFF INC	2371593	00138265	13001408	JANIT SUPP PUBLIC WORKS	11/30/13	234992	222.44-

INDOFFINC								
Sum								
00001	INTERFACE SECURITY SYSTE	17062867	00138272	13001180	SECURITY 11/13 HILND CEM	11/30/13	234994	1,275.35-

INTERFACE SECURITY SYSTE								
Sum								
00001	INTL MUNICIPAL SIGNAL AS	17162 THOMPS	00138288	13001156	2014 DUES THOMPSON	11/30/13	234995	31.45-
00001	INTL MUNICIPAL SIGNAL AS	68713 HUTCHI	00138288	13001157	2014 DUES HUTCHINSON	11/30/13	234995	70.00-
00001	INTL MUNICIPAL SIGNAL AS	57711 ELLENB	00138288	13001158	2014 DUES ELLENBURG	11/30/13	234995	70.00-
00001	INTL MUNICIPAL SIGNAL AS	102310 MILLE	00138411	13001301	2014 MBRSHP DUES-MILLER	11/30/13	234995	70.00-

INTL MUNICIPAL SIGNAL AS

Sum								280.00-
00001	IRBY, STUART C CO	S007934705.0	00137866	13001168	ELEC SUPP-LIGHTS-SHOP	11/30/13	234996	42.47-
00001	IRBY, STUART C CO	S007934718.0	00137863	13001178	ELEC SUPP HANGAR LIGHTS	11/30/13	234996	40.19-
00001	IRBY, STUART C CO	S007873655.0	00136790	13001216	ELEC SUPP 10/13 POLICE DEPT	11/30/13	234996	243.19-

IRBY,STUART C CO

Sum								325.85-
00001	J M H GRAPHICS	H26004	00138245	13001148	MESH JERSEYS P/F ACADEMY	11/30/13	234997	540.00-

J M HGRAPHICS

Sum								540.00-
00001	JACKSON, ROOSEVELT III	9962772	00138284	13001348	PAINTING #6 FIRE STA	11/30/13	234999	4,895.00-

JACKSON, ROOSEVELT III

Sum								4,895.00-
00001	JOHNNY'S WRECKER SERVICE	22217	00138279	13001305	TOWING U#9857 STREET	11/30/13	235003	300.00-
00001	JOHNNY'S WRECKER SERVICE	22143	00138279	13001312	TOWING U#8242 STREET	11/30/13	235003	300.00-
00001	JOHNNY'S WRECKER SERVICE	22216	00138279	13001313	TOWING U#8748 STREET	11/30/13	235003	300.00-

JOHNNY'S WRECKER SERVICE

Sum								900.00-
00001	JOHNSON, CHRIS	TRAVEL REIMB	00138394	13001296	MILEAGE PPCT INSTRUCTOR CRSE	11/30/13	235004	50.00-

JOHNSON, CHRIS

Sum								50.00-
00001	JORDAN BROS PLUMBING INC	PO#137108 10	00137108	13001139	A/C REPR PTS CITY HALL	11/30/13	235007	40.00-

JORDANBROS PLUMBING INC

Sum								40.00-
00001	K & K TRUCK-TRAILER PART	58127	00138221	13001164	REPR PTS U#9900 STREET	11/30/13	235008	141.45-

K & KTRUCK-TRAILER PART

Sum								141.45-
00001	KENTWOOD SPRINGWATER	518997	00138295	13001144	DRINKING WATER POLICE DEPT	11/30/13	235010	154.35-

KENTWOOD SPRINGWATER

Sum								154.35-
00001	LANCASTER'S MACHINE & WE	21503	00138278	13001304	REPR BUSH HOG U#8629 STREET	11/30/13	235017	57.00-

LANCASTER'S MACHINE & WE

Sum								57.00-
00001	LEXIS LAW PUBLISHING/MIC	0099069328	00138220	13001147	2013 MS CRIME LAW BOOK	11/30/13	235019	66.08-

LEXISLAW PUBLISHING/MIC

Sum								66.08-
00001	LIBERTY FLAG & SPECIALTY	10130089	00137325	13001308	ELEC SUPP CHRISTMAS LIGHTS	11/30/13	235020	3,749.00-

LIBERTY FLAG & SPECIALTY

Sum								3,749.00-
00001	LIGHTHOUSE RESCUE MISSIO	2:12-CV-0018	00138378	13001183	LAWSUIT DAMAGE SETTLEMENT	11/19/13	18340	15,000.00-

LIGHTHOUSE RESCUE MISSIO

Sum								15,000.00-
00001	MAULDIN COMPANY	112826	00138176	13001207	REPR PTS U#12065 STREET	11/30/13	235026	109.55-

MAULDIN COMPANY

Sum								109.55-
00001	MCCi LLC	3421	00138430	13001286	LEGISTAR MAINT 2013-2014	11/30/13	235028	13,576.50-

MCCi LLC

Sum								13,576.50-
00001	MCCAIN UNIFORMS	270561-1	00137952	13001289	UNIFORM BOOTS-RUPLE-POLICE	11/30/13	235029	78.00-

MCCAINUNIFORMS

Sum								78.00-
00001	MCCRORY, DONALD P	SALARY 7/13-	00138229	13001149	SALARY HOMELAND SEC TRAINER	11/30/13	235030	18,200.00-
00001	MCCRORY, DONALD P	TRAVEL 7/13-	00138229	13001150	TRAVEL EXPENSE 7/13-10/13	11/30/13	235030	1,868.75-
00001	MCCRORY, DONALD P	CELL PHONE 7	00138229	13001151	CELL PHONE SERV 7/13-10/13	11/30/13	235030	331.16-

MCCRORY, DONALD P

Sum								20,399.91-
00001	MCDONALD, AYKEYA	TRAVEL REIMB	00138393	13001288	EXPNS MAGPPA CONF BILOXI	11/30/13	235031	25.13-

MCDONALD, AYKEYA

Sum								25.13-
00001	MEGAGATE	205876-00 10	00138322	13001137	INET/NETWORK 11/13 INFO TECH	11/30/13	235033	13,892.40-

MEGAGATE

Sum								13,892.40-
00001	MID SOUTH UNIFORM & SUPP	506320	00137548	13001143	BODY ARMOR VARI OFFICERS	11/30/13	235034	2,577.00-
00001	MID SOUTH UNIFORM & SUPP	506153	00136991	13001351	BADGES-CODE ENFORCEMNT OFFCRS	11/30/13	235034	257.50-

MID SOUTH UNIFORM & SUPP

Sum								2,834.50-
00001	MOLLY MAID	SERVS 11/13	00138271	13001181	SERVS 11/13 HILND CEMETERY	11/30/13	235038	245.00-

MOLLYMAID

Sum								245.00-
00001	MOORE'S LOCK AND KEY LLC	14502	00138246	13001140	BASEMENT LOCK REPR CITY HALL	11/30/13	235039	70.00-
00001	MOORE'S LOCK AND KEY LLC	14502A	00137991	13001186	LOCK REPAIR CITY HALL	11/30/13	235039	30.00-

MOORE'S LOCK AND KEY LLC

Sum								100.00-
00001	MS POWER COMPANY	11/13 GENERA	00020144	13001388	MNTHLY ELEC-GENERAL	11/30/13	235041	102,298.17-

MS POWER COMPANY								
Sum								102,298.17-
00001	MS STATE/TAX COMM/TAX EX	PO#138478 11	00138478	13001367	TAG U#19449 MAYOR DUPREE	11/30/13	235043	12.00-

MS STATE/TAX COMM/TAX EX								
Sum								12.00-
00001	MS STEAM CLEANING SERVIC	PO#137120 11	00137120	13001349	HOOD SYS MAINT VARI FIRE STA	11/30/13	235044	1,170.00-

MS STEAM CLEANING SERVIC								
Sum								1,170.00-
00001	NAPA AUTO PARTS	498484	00138168	13001169	REPR PTS SHOP SUPP	11/30/13	235046	100.00-
00001	NAPA AUTO PARTS	498499	00138189	13001200	FILTERS VARI FIRE UNITS	11/30/13	235046	328.14-
00001	NAPA AUTO PARTS	498979	00138421	13001347	REPR PTS U#14694 FIRE DEPT	11/30/13	235046	133.02-
00001	NAPA AUTO PARTS	498709	00138320	13001377	REPR PTS VARI FIRE UNITS	11/30/13	235046	56.58-

NAPA AUTO PARTS								
Sum								617.74-
00001	NATL LEAGUE OF CITIES/DI	25200 94481	00138435	13001338	DIRECT MEMBER DUES 2/13-2/14	11/30/13	235048	3,813.00-

NATL LEAGUE OF CITIES/DI								
Sum								3,813.00-
00001	NATL RIFLE ASSN (LEAD)	000131405250	00138334	13001196	MBRSHP DUES-JOHNSON	11/30/13	235049	85.00-

NATL RIFLE ASSN (LEAD)								
Sum								85.00-
00001	NAYLOR, HENRY	TRAVEL REIMB	00138241	13001128	EXPNS MML CONF BILOXI	11/30/13	235050	163.35-

NAYLOR, HENRY								
Sum								163.35-
00001	NEBLETTTS FRAME OUTLET	872330	00138204	13001129	FRAMING MAYOR'S OFFICE	11/30/13	235051	197.50-

NEBLETTTS FRAME OUTLET								
Sum								197.50-
00001	NEEL-SCHAFFER INC	1014064-CCL	00138482	13001396	SRV 8/1-9/30 WESTERN CONTAINR	11/30/13	235052	1,010.10-
00001	NEEL-SCHAFFER INC	1014345	00138490	13001397	SRV 10/13 STORMWATER YR 11	11/30/13	235052	1,050.00-

NEEL-SCHAFFER INC								
Sum								2,060.10-
00001	NEWELL PAPER COMPANY	800858	00138104	13001340	JANIT SUPP POLICE DEPT	11/30/13	235054	1,447.85-
00001	NEWELL PAPER COMPANY	800937	00138104	13001341	JANIT SUPP POLICE DEPT	11/30/13	235054	10.00-

NEWELLPAPER COMPANY								
Sum								1,457.85-
00001	NICHOLSON & COMPANY PLLC	167549	02014128	13001217	INTERIM BILLING '12-'13 AUDIT	11/30/13	235055	20,000.00-

NICHOLSON & COMPANY PLLC								
Sum								20,000.00-

00001	PUCKETT MACHINERY COMPAN	R3853406	00137931	13001210	EXCAVATOR-DEBRIS RMVL TORNADO	11/30/13	235086	6,751.75-
PUCKETT MACHINERY COMPAN								-----
Sum								6,751.75-
00001	RAINEY, BILL MILLWORKS	14401(B)	00138317	13001203	ADDL AMT DUE PO#136321	11/30/13	235089	115.56-
00001	RAINEY, BILL MILLWORKS	14401	00136321	13001204	TABLE TOP #4 FIRE STA	11/30/13	235089	712.00-
RAINEY, BILL MILLWORKS								-----
Sum								827.56-
00001	REGIONS CARDHOLDER SERVI	7079 PACK 10	00137443	13001194	EXPNS-PACK-CHILDFIRST CONF	11/30/13	235090	472.67-
00001	REGIONS CARDHOLDER SERVI	7079 MYERS 1	00137720	13001195	EXPNS-MYERS-CHILDFIRST CONF	11/30/13	235090	509.19-
REGIONS CARDHOLDER SERVI								-----
Sum								981.86-
00001	SCALES BIOLOGICAL LABORA	6670	00138342	13001189	ANALYTICAL SERVS POLICE DEPT	11/30/13	235098	2,600.00-
SCALESBIOLOGICAL LABORA								-----
Sum								2,600.00-
00001	SHERWIN-WILLIAMS COMPANY	1130-1	00137900	13001154	FIRE HYDRANT PAINT/SUPP	11/30/13	235100	1,409.89-
00001	SHERWIN-WILLIAMS COMPANY	1031-1	00137881	13001215	PAINT SUPP CIVIC CN PK GARAGE	11/30/13	235100	220.59-
00001	SHERWIN-WILLIAMS COMPANY	7929-2	00137932	13001270	PAINT SUPP ACADEMY WEIGHT RM	11/30/13	235100	168.81-
00001	SHERWIN-WILLIAMS COMPANY	8579-4	00138200	13001383	PAINT SUPP CIVIC CNTR GARAGE	11/30/13	235100	156.00-
SHERWIN-WILLIAMS COMPANY								-----
Sum								1,955.29-
00001	SHOEMAKE, SHANNON	PETTY CASH 1	00138511	13001395	PETTY CASH TRAFF/CONST/AIRPT	11/30/13	235101	280.49-
SHOEMAKE, SHANNON								-----
Sum								280.49-
00001	SHOWS DEARMAN & WAITS IN	17741	00138483	13001398	SRV 9/29-10/26 SHEA MCNEASE	11/30/13	235103	2,250.00-
00001	SHOWS DEARMAN & WAITS IN	17742	00138491	13001399	SRV 9/29-10/26 CITY CONSTR	11/30/13	235103	24,600.00-
SHOWSDEARMAN & WAITS IN								-----
Sum								26,850.00-
00001	SIGMA CONSULTING AND TRA	5407	00138303	13001175	CHEMICAL SPILL RESPONSE TRNG	11/30/13	235104	500.00-
SIGMACONSULTING AND TRA								-----
Sum								500.00-
00001	SOLAR SUPPLY INC	3449766	00138170	13001343	A/C SUPP POLICE DEPT	11/30/13	235109	89.05-
SOLARSUPPLY INC								-----
Sum								89.05-
00001	SOUTHEASTERN CONCRETE CO	12775	00138382	13001274	CONCRETE 3420 HARDY ST PROJ	11/30/13	235110	2,379.00-
00001	SOUTHEASTERN CONCRETE CO	12963	00138361	13001403	PEA GRAVEL PINE ST GARAGE	11/30/13	235110	825.00-
SOUTHEASTERN CONCRETE CO								-----
Sum								3,204.00-
00001	SOUTHERN AUTOMATED SYSTE	2013011104	00138516	13001391	DATA RETRIEVAL-AUDITORS	11/30/13	235111	600.00-

SOUTHERN AUTOMATED SYSTE								
Sum								600.00-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 10/16	02014126	13001218	POLICE FINES COLL.FEE	11/30/13	235112	149.50-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/1	02014125	13001219	POLICE FINES COLL.FEE	11/30/13	235112	2,827.66-

SOUTHERN FINANCIAL SYSTE								
Sum								2,977.16-
00001	SOUTHERN PINE ELECTRIC P	11/13 GENERA	00020144	13001387	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235114	62.24-

SOUTHERN PINE ELECTRIC P								
Sum								62.24-
00001	SOUTHERN TIRE MART LLC	11081446	00138228	13001165	TIRES STREET STOCK	11/30/13	235115	3,436.00-
00001	SOUTHERN TIRE MART LLC	11081362	00138242	13001171	TIRES/REPRS SANIT	11/30/13	235115	1,263.00-
00001	SOUTHERN TIRE MART LLC	11081348	00138244	13001273	SERV CALL-TIRE U#7724 FIRE	11/30/13	235115	130.25-

SOUTHERN TIRE MART LLC								
Sum								4,829.25-
00001	SOUTHGROUP (GALEY)	HATTIES-02 3	00138339	13001205	NOTARY BOND-JACKSON-LAND CODE	11/30/13	235117	100.00-

SOUTHGROUP (GALEY)								
Sum								100.00-
00001	STANDARD OFFICE SUPPLY C	0039191-001	00137854	13001136	OFFICE SUPP RISK MGMT	11/30/13	235119	133.31-
00001	STANDARD OFFICE SUPPLY C	0039443-001	00137840	13001187	FILE CABINET SERVICE CENTER	11/30/13	235119	159.00-
00001	STANDARD OFFICE SUPPLY C	0039279-001	00137923	13001366	OFFICE SUPP M/ADM	11/30/13	235119	140.93-
00001	STANDARD OFFICE SUPPLY C	0039433-001	00138012	13001368	CITY ENVELOPES	11/30/13	235119	658.00-
00001	STANDARD OFFICE SUPPLY C	0039479-001	00138103	13001369	COPY PAPER POLICE DEPT	11/30/13	235119	360.00-
00001	STANDARD OFFICE SUPPLY C	0039492-001	00138120	13001370	OFFICE SUPP LIFE OF S MS	11/30/13	235119	452.81-
00001	STANDARD OFFICE SUPPLY C	0039755-001	00138307	13001402	DESK,DOOR NAME PLATES	11/30/13	235119	48.87-

STANDARD OFFICE SUPPLY C								
Sum								1,952.92-
00001	STATE FIRE ACADEMY	21389	00138335	13001197	CPAT EXAM FIRE RECRUITS	11/30/13	235120	150.00-

STATEFIRE ACADEMY								
Sum								150.00-
00001	SULLIVAN MOTORS	PO#138331 11	00138331	13001185	2013 YUKON U#19449 DUPREE	11/30/13	235122	38,000.00-

SULLIVAN MOTORS								
Sum								38,000.00-
00001	SUNBELT FIRE INC	82273	00134934	13001193	ANCHOR PICKETS ROPE RESCUE	11/30/13	235123	720.00-

SUNBELT FIRE INC								
Sum								720.00-
00001	THOMPSON ENGINEERING	13102704	00138515	13001394	SERVS TWIN FORKS RISING	11/30/13	235129	2,000.00-

THOMPSON ENGINEERING								
Sum								2,000.00-

WATERSINTERNATIONAL TRU

Sum

00001	WILLIAM CAREY UNIVERSITY	SIGNS 2013	00133711	13001335	SOFTBALL OUTFLD SIGN 2012-13	11/30/13	235155	4,095.54- 750.00- -----
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WILLIAM CAREY UNIVERSITY

Sum

00001	WILLMUT GAS & OIL COMPAN	11/13 GENERA	00020144	13001316	MNTHLY GAS-GENERAL	11/30/13	235158	750.00- 139.37- -----
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WILLMUT GAS & OIL COMPAN

Sum

Sum								139.37- ----- 1,342,719.14-
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CITY OF HATTIESBURG - PARKS& RECREATION FUND

DOCKET OF CLAIMS

Date

- 11/26/13

PERIOD ENDING NOVEMBER 30, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS& RECREATION FUND							
00002 ADAMS NURSERY	644412	00138051	13000367	FERTILIZERS GRNDS MAINT	11/30/13	234861	368.84-
ADAMSNURSERY							
Sum							368.84-
00002 AGEE, LESLIE	OFFICIAL 11/	02014139	13000395	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234866	60.00-
AGEE,LESLIE							
Sum							60.00-
00002	12245 & 1246	00132700	13000385	PORTALETS 9/24-11/19 TOWN SQ	11/30/13	234869	300.00-
ALL SOUTH PORTABLE SANIT							
Sum							300.00-
00002	356	00138413	13000358	SERVS 11/13 GRNDS MAINT	11/30/13	234873	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002	11643	00138360	13000375	BATTERY U#13989 GRNDS MAINT	11/30/13	234880	48.95-
00002 AUTO ARMATURE SERVICE IN	11644	00138360	13000376	BATTERY U#13472 GRNDS MAINT	11/30/13	234880	48.95-
00002 AUTO ARMATURE SERVICE IN	11702	00138360	13000377	BATTERY U#17580 GRNDS MAINT	11/30/13	234880	48.95-
AUTO ARMATURE SERVICE IN							
Sum							146.85-
00002 BELL, DEVON	OFFICIAL 11/	02014140	13000405	OFFICIAL-ADULT SOFTBALL	11/30/13	234886	136.00-
BELL,DEVON							
Sum							136.00-
00002 BETTS, SHERMAN	OFFICIAL 11/	02014139	13000396	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234887	60.00-
00002 BETTS, SHERMAN	OFFICIAL 11/	02014140	13000406	OFFICIAL-ADULT SOFTBALL	11/30/13	234887	170.00-
BETTS,SHERMAN							
Sum							230.00-
00002 BOND, MARK	OFFICIAL 11/	02014140	13000407	OFFICIAL-ADULT SOFTBALL	11/30/13	234890	64.00-
BOND,MARK							
Sum							64.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0125611	00138368	13000378	REPR TRIMMER U#16975	11/30/13	234893	80.00-
00002	IN0125612	00138369	13000379	REPRS U#15517 GRNDS MAINT	11/30/13	234893	74.51-
BRACKMAN MOWER WAREHOUSE							
Sum							154.51-
00002 BRADDOCK, ARETHA	OFFICIAL 11/	02014140	13000408	OFFICIAL-ADULT SOFTBALL	11/30/13	234894	68.00-

BRADDOCK, ARETHA

Sum								68.00-
00002	BURKE, HOWARD	OFFICIAL 11/	02014140	13000409	OFFICIAL-ADULT SOFTBALL	11/30/13	234897	51.00-

BURKE, HOWARD

Sum								51.00-
00002		1657	00138319	13000382	ALIGNMENT U#6111	11/30/13	234899	47.00-

C & SAUTOMOTIVE LLC

Sum								47.00-
00002		25246	00138424	13000380	TRAILER SIGNAL BULBS	11/30/13	234900	10.00-

CAMPERCITY OF HATTIESBU

Sum								10.00-
00002	CARQUEST AUTO PARTS STOR	14758-17140	00137983	13000361	REPR PTS U#15480 GRNDS MAINT	11/30/13	234901	14.05-
00002	CARQUEST AUTO PARTS STOR	14758-17142	00138167	13000362	REPR PTS U#18560 GRNDS MAINT	11/30/13	234901	29.84-
00002		14758-16894	00138182	13000374	REPR PTS U#6111 GRNDS MAINT	11/30/13	234901	819.45-

CARQUEST AUTO PARTS STOR

Sum								863.34-
00002		I-2558	00138186	13000383	CLEAN STAGE SKIRTS	11/30/13	234903	60.00-

CASH & CARRY CLEANERS

Sum								60.00-
00002	CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000387	TRF 3RD 11/13 PAYROLL	11/25/13	36716	44,179.81-

CITY OF HATTIESBURG FUND

Sum								44,179.81-
00002	COBURN'S SUPPLY CO INC	606416582	00138341	13000431	RPLCMNT WTR COOLER KAMPER PK	11/30/13	234910	395.54-

COBURN'S SUPPLY CO INC

Sum								395.54-
00002	COOK, JANICE	OFFICIAL 11/	02014139	13000397	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234916	300.00-

COOK, JANICE

Sum								300.00-
00002	COOLEY, NIKITA	SPORTS SERVS	02014138	13000421	SPORTS SUPPORT SERVICES	11/30/13	234917	70.00-

COOLEY, NIKITA

Sum								70.00-
00002	COURTNEY'S RESTAURANT EQ	8064	00138156	13000381	CLEAN VARI ICE MACHINES	11/30/13	234919	2,635.29-

COURTNEY'S RESTAURANT EQ

Sum								2,635.29-
00002	CURTIS, MALCOLM	OFFICIAL 11/	02014140	13000410	OFFICIAL-ADULT SOFTBALL	11/30/13	234924	51.00-

CURTIS, MALCOLM

Sum								51.00-
00002	DIAMOND G REPAIRS	170270	00137556	13000392	METAL WINDOW SCREENS JC PARK	11/30/13	234930	1,900.00-
00002	DIAMOND G REPAIRS	170271	00137556	13000393	HANDRAIL UNETTA ST GYM	11/30/13	234930	750.00-

DIAMOND G REPAIRS								
Sum								2,650.00-
00002	DIXON, TIMOTHY	OFFICIAL 11/	02014140	13000411	OFFICIAL-ADULT SOFTBALL	11/30/13	234934	34.00-

DIXON,TIMOTHY								
Sum								34.00-
00002	EASTERLING, ISIAAH (POLL	OFFICIAL 11/	02014140	13000412	OFFICIAL-ADULT SOFTBALL	11/30/13	234940	51.00-

EASTERLING, ISIAAH (POLL								
Sum								51.00-
00002	ECONOMY SUPPLY CO	203066	00138293	13000371	STAGE LIGHT POSTS-TOWN SQ PK	11/30/13	234941	98.07-
00002	ECONOMY SUPPLY CO	203117	00138304	13000372	RPLCMNT LOCKS JAYCEE PARK	11/30/13	234941	91.90-

ECONOMY SUPPLY CO								
Sum								189.97-
00002	ELKINS WHOLESALE INC	192577-00	00138211	13000365	JANIT SUPP GRNDS MAINT	11/30/13	234944	366.34-
00002		192577-01	00138211	13000366	JANIT SUPP GRNDS MAINT	11/30/13	234944	39.96-
00002	ELKINS WHOLESALE INC	193108-00	00138390	13000388	JANIT SUPP GRNDS MAINT	11/30/13	234944	126.40-

ELKINSWHOLESALE INC								
Sum								532.70-
00002		OFFICIAL 11/	02014140	13000413	OFFICIAL-ADULT SOFTBALL	11/30/13	234947	51.00-

ESTERS, WILLARD (BUTCH)								
Sum								51.00-
00002	FERRARA, SHANE	OFFICIAL 11/	02014139	13000398	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234954	75.00-

FERRARA, SHANE								
Sum								75.00-
00002	FLOWERS BY MARIAM	15377	00138185	13000390	CHRISTMAS BOWS TOWN SQUARE PK	11/30/13	234958	400.00-

FLOWERS BY MARIAM								
Sum								400.00-
00002	G & K SERVICES	1035431666	00138414	13000350	MATS 10/29	11/30/13	234967	3.40-
00002		1035433831	00138414	13000351	MATS 11/05	11/30/13	234967	3.40-
00002	G & K SERVICES	1035435983	00138414	13000352	MATS 11/12	11/30/13	234967	3.40-
00002	G & K SERVICES	1035438138	00138414	13000353	MATS 11/19	11/30/13	234967	3.40-
00002	G & K SERVICES	1035431665	00138414	13000354	UNIFORMS 10/29	11/30/13	234967	100.18-
00002	G & K SERVICES	1035433830	00138414	13000355	UNIFORMS 11/05	11/30/13	234967	100.18-
00002	G & K SERVICES	1035435982	00138414	13000356	UNIFORMS 11/12	11/30/13	234967	100.18-
00002		1035438137	00138414	13000357	UNIFORMS 11/19	11/30/13	234967	100.18-

G & KSERVICES								
Sum								414.32-

00002		315-20-4604	00137093	13000349	RAIN JACKETS GRNDS CREWS	11/30/13	234969	1,349.73-
GANDERMOUNTAIN								
Sum								1,349.73-
00002		494269	00138238	13000342	ELEC SUPP TOWN SQUARE PARK	11/30/13	234970	60.15-
GARNERLUMLEY ELECTRIC S								
Sum								60.15-
00002		OFFICIAL 11/	02014139	13000399	OFFICIAL-ADULT FLAG FTBALL	11/30/13	234974	48.00-
GUILLONY, JEREMY								
Sum								48.00-
00002	INDOFF INC	2365004	00137896	13000339	PHONE SYS GRNDS MAINT OFFICE	11/30/13	234992	219.99-
00002		2366697	00137996	13000340	PHONE BASE UNIT GRNDS OFFICE	11/30/13	234992	119.99-
00002	INDOFF INC	2367965	00137205	13000345	CREDIT RETURN	11/30/13	234992	24.99
00002	INDOFF INC	2371412	00138196	13000363	OFFICE SUPP GRNDS MAINT	11/30/13	234992	118.11-
00002	INDOFF INC	2371412(B)	00138428	13000364	ADDL AMT DUE PO#138196	11/30/13	234992	21.50-
00002		2371585	00138290	13000369	FASTENERS-CHRISTMAS DECOR	11/30/13	234992	131.96-
INDOFFINC								
Sum								586.56-
00002	IRBY, STUART C CO	S007835383.0	00136876	13000346	CREDIT	11/30/13	234996	52.68
00002	IRBY, STUART C CO	S007835383.0	00136876	13000347	CREDIT	11/30/13	234996	17.10
IRBY,STUART C CO								
Sum								69.78
00002		PETTY CASH 1	00138441	13000368	PETTY CASH GRNDS MAINT	11/30/13	235005	123.07-
JONES,ANN								
Sum								123.07-
00002		J2546602.001	00138285	13000373	ELEC SUPP TATUM SOCCER FLDS	11/30/13	235009	125.02-
KEELING COMPANY (HATTIES								
Sum								125.02-
00002		SPORTS SERVS	02014138	13000422	SPORTS SUPPORT SERVICES	11/30/13	235011	84.00-
KETTLEY, ANNETTE								
Sum								84.00-
00002		SPORTS SERVS	02014138	13000423	SPORTS SUPPORT SERVICES	11/30/13	235012	84.00-
KEYS,MECHEKA								
Sum								84.00-
00002		SPORTS SERVS	02014138	13000424	SPORTS SUPPORT SERVICES	11/30/13	235014	300.00-
KIRKSEY, NANCY JONES								
Sum								300.00-
00002		OFFICIAL 11/	02014139	13000400	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235015	60.00-

KNECHT, STEVEN

Sum								60.00-
00002	M & B CONCESSIONS	PO#138427 11	00138427	13000370	CHRISTMAS PARADE THROWS	11/30/13	235023	209.30-

M & BCONCESSIONS

Sum								209.30-
00002		OFFICIAL 11/	02014140	13000414	OFFICIAL-SOFTBALL	11/30/13	235032	187.00-

MCNAIR, EVELENE

Sum								187.00-
00002	MILLER, CLIFF	OFFICIAL 11/	02014140	13000415	OFFICIAL-ADULT SOFTBALL	11/30/13	235037	102.00-

MILLER, CLIFF

Sum								102.00-
00002	MS POWER COMPANY	11/13 PKS/RE	00020144	13000394	MNTHLY ELEC-PARKS & REC	11/30/13	235041	13,444.74-

MS POWER COMPANY

Sum								13,444.74-
00002	NORRIS, RANDY	OFFICIAL 11/	02014140	13000416	OFFICIAL-ADULT SOFTBALL	11/30/13	235058	204.00-

NORRIS, RANDY

Sum								204.00-
00002	OATIS, KYLE	OFFICIAL 11/	02014139	13000401	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235060	48.00-

OATIS,KYLE

Sum								48.00-
00002	PATTERSON, ISIAH	OFFICIAL 11/	02014139	13000402	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235070	240.00-

PATTERSON, ISIAH

Sum								240.00-
00002	POWELL, RANDY	SPORTS SERV	02014138	13000425	SPORTS SUPPORT SERVICES	11/30/13	235079	112.00-

POWELL, RANDY

Sum								112.00-
00002	PRIDE CLEANERS	38116	00138523	13000429	CLEAN YOUTH TACKLE JERSEYS	11/30/13	235082	564.00-

PRIDECLEANERS

Sum								564.00-
00002	RJ YOUNG COMPANY	INV111631	00138522	13000430	COPIER OVERAGE REC ADM	11/30/13	235092	1,733.27-

RJ YOUNG COMPANY

Sum								1,733.27-
00002	SCENIC LANDSCAPES, LLC (	4364	00138098	13000343	IRRIGATION SYS REPR PTS TATUM	11/30/13	235099	1,203.13-

SCENICLANDSCAPES, LLC (

Sum								1,203.13-
00002	SHERWIN-WILLIAMS COMPANY	1085-7	00137728	13000337	POOL PAINT VETERANS PARK	11/30/13	235100	385.00-
00002	SHERWIN-WILLIAMS COMPANY	1101-2	00138000	13000338	PAINT SUPP GRNDS MAINT	11/30/13	235100	31.49-

SHERWIN-WILLIAMS COMPANY								
Sum								416.49-
00002	SIMPSON, LYNN	OFFICIAL 11/	02014140	13000417	OFFICIAL-ADULT SOFTBALL	11/30/13	235105	102.00-
SIMPSON, LYNN								
Sum								102.00-
00002	SIMPSON, NELDA	SPORTS SERVS	02014138	13000426	SPORTS SUPPORT SERVICES	11/30/13	235106	14.00-
SIMPSON, NELDA								
Sum								14.00-
00002	SMITH, THOMAS III	OFFICIAL 11/	02014139	13000403	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235108	48.00-
SMITH,THOMAS III								
Sum								48.00-
00002	SPEEDY PRINTING & SIGNS	18795	00138261	13000389	CHRISTMAS PARADE SIGN	11/30/13	235118	200.00-
SPEEDYPRINTING & SIGNS								
Sum								200.00-
00002	THOMPSON, JESSE	OFFICIAL 10/	02013107	13000348	OFFICIAL 10/28-11/12/13	11/20/13	36711	68.00-
THOMPSON, JESSE								
Sum								68.00-
00002	TREES & TRENDS	PO#138264 11	00138264	13000341	CHRISTMAS TREES CITY USE	11/30/13	235132	1,261.78-
TREES& TRENDS								
Sum								1,261.78-
00002	TROTTER, COREY	OFFICIAL 11/	02014140	13000418	OFFICIAL-ADULT SOFTBALL	11/30/13	235133	102.00-
TROTTER, COREY								
Sum								102.00-
00002	TROTTER, WILLIE	OFFICIAL 11/	02014140	13000419	OFFICIAL-ADULT SOFTBALL	11/30/13	235134	119.00-
TROTTER, WILLIE								
Sum								119.00-
00002	TURNER, JASON	PO#138355 11	00138355	13000386	SOUND SYS TREE LIGHTING 12/5	11/30/13	235137	600.00-
TURNER, JASON								
Sum								600.00-
00002	UNITED FENCE COMPANY	15760	00137797	13000344	FENCE REPR DAHMER PL/BSKTBALL	11/30/13	235140	954.93-
UNITEDFENCE COMPANY								
Sum								954.93-
00002	VARNADO, UNDRA	SPORTS SERVS	02014138	13000427	SPORTS SUPPORT SERVICES	11/30/13	235141	112.00-
VARNADO, UNDRA								
Sum								112.00-
00002	VINCENT, CALVIN JR	SPORTS SERVS	02014138	13000428	SPORTS SUPPORT SERVICES	11/30/13	235143	208.00-

Sum								208.00-
00002	VOLVO CONSTRUCTION EQUIP	559723-0001	00137594	13000384	TRENCHER-XMAS LIGHTS TOWN SQ	11/30/13	235145	255.00-

Sum								255.00-
00002	WAL-MART STORES INC	007911	00137528	13000359	EQUIP LUBRICANTS GRNDS MAINT	11/30/13	235147	56.68-
00002		002093	00137646	13000360	TUBS/LIDS-TACKLE FOOTBALL	11/30/13	235147	109.58-

Sum							166.26-
00002	OFFICIAL 11/	02014140	13000420	OFFICIAL-ADULT SOFTBALL	11/30/13	235148	51.00-

Sum							51.00-
00002	0405007160	00137030	13000391	KHB-RECYCLE COMMERICAL	11/30/13	235154	200.00-

Sum								200.00-
00002	WILSON, CORDARRIN	OFFICIAL 11/	02014139	13000404	OFFICIAL-ADULT FLAG FTBALL	11/30/13	235159	60.00-

Sum	60.00-
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Sum	80,575.82-
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CITY OF HATTIESBURG - PAYROLL FUND								
DOCKET OF CLAIMS							Date	- 11/26/13
PERIOD ENDING NOVEMBER 30, 2013								
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
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PAYROLL FUND								
00006 ADVANCED RECOVERY SYSTEM	9963;6028;49	00201433	13000113	GARNISHMENT	11/21/13	18350	451.85-	
ADVANCED RECOVERY SYSTEM								
Sum							451.85-	
00006 ASSURANCE CREDIT CORP (G	3629	00201433	13000103	GARNISHMENT	11/19/13	18337	89.74-	
ASSURANCE CREDIT CORP (G								
Sum							89.74-	
00006	5257	00201433	13000093	GARNISHMENT	11/19/13	18327	151.26-	
AUTOMATED COLLECTION SER								
Sum							151.26-	
00006	6467	00201433	13000096	GARNISHMENT	11/19/13	18330	518.18-	
BARNESFAMILY DENTISTRY								
Sum							518.18-	
00006	3871	00201435	13000078	CHILD SUPPORT	11/19/13	18312	200.00-	
CHILDSUPPORT ENFORCEMEN								
Sum							200.00-	
00006	9865	00201435	13000082	CHILD SUPPORT	11/19/13	18316	1,131.91-	
FAMILYSUPPORT PAYMENT C								
Sum							1,131.91-	
00006	9891	00201433	13000094	GARNISHMENT	11/19/13	18328	65.58-	
FIRSTHERITAGE CREDIT (G								
Sum							65.58-	
00006	11/2013	00201434	13000073	CHILD SUPPORT	11/19/13	18308	967.00-	
FORREST CTY CHANCERY COU								
Sum							967.00-	
00006	8772	00201433	13000102	GARNISHMENT	11/19/13	18336	359.92-	
FORREST CTY CIRCUIT COUR								
Sum							359.92-	
00006	4645	00201435	13000083	CHILD SUPPORT	11/19/13	18317	302.38-	
GAYLESMITH								
Sum							302.38-	
00006 GREAT LAKES HIGHER EDUCA	1583	00201433	13000087	GARNISHMENT	11/19/13	18321	96.96-	

GREATLAKES HIGHER EDUCATION								
Sum								96.96-
00006	GREGORY, WILLIAM PHILLIP	7200	00201433	13000088	GARNISHMENT	11/19/13	18322	342.30-

GREGORY, WILLIAM PHILLIP								
Sum								342.30-
00006		5621;0906	00201433	13000091	GARNISHMENT	11/19/13	18325	520.01-

H F SRECOVERY (GARN)								
Sum								520.01-
00006		9998;5994;76	00201433	13000085	GARNISHMENT	11/19/13	18319	1,054.05-

HENLEY, LOTTERHOS & HENL								
Sum								1,054.05-
00006	INTERNAL REVENUE SERVICE	2081	00201430	13000111	GARNISHMENT	11/20/13	18347	100.00-
00006	INTERNAL REVENUE SERVICE	9245	00201430	13000112	GARNISHMENT	11/20/13	18348	50.00-

INTERNAL REVENUE SERVICE								
Sum								150.00-
00006	INTERNAL REVENUE SERVICE	9998	00201430	13000106	GARNISHMENT	11/20/13	18342	50.00-
00006		2753	00201430	13000107	GARNISHMENT	11/20/13	18343	100.00-
00006	INTERNAL REVENUE SERVICE	0579	00201430	13000108	GARNISHMENT	11/20/13	18344	100.00-
00006	INTERNAL REVENUE SERVICE	6062	00201430	13000109	GARNISHMENT	11/20/13	18345	100.00-
00006	INTERNAL REVENUE SERVICE	6809	00201430	13000110	GARNISHMENT	11/20/13	18346	100.00-

INTERNAL REVENUE SERVICE								
Sum								450.00-
00006	JOHN R REEVES PC (CHILD	6467	00201435	13000080	CHILD SUPPORT	11/19/13	18314	150.00-

JOHN RREEVES PC (CHILD								
Sum								150.00-
00006	LAMAR CTY CHANCERY CLERK	0935	00201435	13000076	CHILD SUPPORT	11/19/13	18310	540.00-

LAMARCTY CHANCERY CLERK								
Sum								540.00-
00006	MARYLAND CHILD SUPPORT A	9864	00201435	13000079	CHILD SUPPORT	11/19/13	18313	615.00-

MARYLAND CHILD SUPPORT A								
Sum								615.00-
00006	MENDELSON LAW FIRM (GARN	9865	00201433	13000105	GARNISHMENT	11/19/13	18339	71.12-

MENDELSON LAW FIRM (GARN								
Sum								71.12-
00006	MONEY NOW (GARN)	1885	00201433	13000090	GARNISHMENT	11/19/13	18324	237.07-

MONEYNOW (GARN)								
Sum								237.07-

00006	NC CHILD SUPPORT CENTRAL	7589		00201435	13000077	CHILD SUPPORT	11/19/13	18311	220.00-
NC CHILD SUPPORT CENTRAL Sum									
00006	NEBRASKA CHILD SUPPORT (	4840		00201435	13000081	CHILD SUPPORT	11/19/13	18315	220.00- 250.00-
NEBRASKA CHILD SUPPORT (Sum									
00006		6809		00201433	13000086	GARNISHMENT	11/19/13	18320	250.00- 75.03-
PIPPYREAL ESTATE LLC Sum									
00006		8663		00201433	13000099	GARNISHMENT	11/19/13	18333	75.03- 246.36-
REPUBLIC FINANCE INC (G Sum									
00006		4941		00201435	13000084	CHILD SUPPORT	11/19/13	18318	246.36- 183.76-
RICHLAND COUNTY FAMILY C Sum									
00006		186.84		00201433	13000101	GARNISHMENT	11/19/13	18335	183.76- 186.84-
STEADMAN, SUSAN K (GARN) Sum									
00006	STEVEN D SLADE (GARN)	0474		00201433	13000097	GARNISHMENT	11/19/13	18331	186.84- 435.92-
STEVEND SLADE (GARN) Sum									
00006	STOKES & CLINTON PC (GAR	9388		00201433	13000104	GARNISHMENT	11/19/13	18338	435.92- 109.57-
STOKES& CLINTON PC (GAR Sum									
00006	UNITED CREDIT CORP (GARN	3492		00201433	13000089	GARNISHMENT	11/19/13	18323	109.57- 43.86-
UNITEDCREDIT CORP (GARN Sum									
00006	UNITED HEALTHCARE INS CO	11/2013		00201426	13000070	PREMIUM DUE 11/13 COVERAGE	11/19/13	18304	43.86- 3,651.56-
UNITEDHEALTHCARE INS CO Sum									
00006	WINN BROWN LAW FIRM,THE	1425;9380		00201433	13000100	GARNISHMENT	11/19/13	18334	3,651.56- 604.58-
WINN BROWN LAW FIRM,THE Sum									
Sum									
									14,471.81-

CITY OF HATTIESBURG - WATER& SEWER OPERATION/MAINT.

DOCKET OF CLAIMS

Date

- 11/26/13

PERIOD ENDING NOVEMBER 30, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20125 WATER	00138507	13000310	SERVS 11/13 WATER OFFICE	11/30/13	234862	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	11522	00138234	13000242	BATTERY U#12605 PLANT	11/30/13	234880	116.95-
AUTO ARMATURE SERVICE IN							
Sum							116.95-
00009	53959	00138269	13000243	BOIL WATER SAMPLES VARI LOC	11/30/13	234891	583.00-
00009 BONNER ANALYTICAL TESTIN	53841	00138357	13000261	COLIFORM SAMPLES VARI LOC	11/30/13	234891	159.00-
00009 BONNER ANALYTICAL TESTIN	53360	00138357	13000262	COLIFORN/NPDES MONITOR 9/13	11/30/13	234891	1,097.82-
BONNERANALYTICAL TESTIN							
Sum							1,839.82-
00009 CENTRAL PIPE SUPPLY INC	R98203	00137524	13000259	PLUMB SUPP TRANS STOCK	11/30/13	234905	810.60-
00009 CENTRAL PIPE SUPPLY INC	R99511	00137524	13000260	PLUMB SUPP TRANS STOCK	11/30/13	234905	35.70-
00009	R98779	00137910	13000300	PLUMB SUPP TRANS STOCK	11/30/13	234905	1,213.36-
00009 CENTRAL PIPE SUPPLY INC	R99746	00137910	13000301	PLUMB SUPP TRANS STOCK	11/30/13	234905	325.20-
CENTRAL PIPE SUPPLY INC							
Sum							2,384.86-
00009 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000305	TRF 3RD 11/13 PAYROLL	11/25/13	21711	76,717.71-
CITY OF HATTIESBURG FUND							
Sum							76,717.71-
00009 COBURN'S SUPPLY CO INC	606389454	00138116	13000302	PLUMB SUPP TRANS STOCK	11/30/13	234910	184.00-
COBURN'S SUPPLY CO INC							
Sum							184.00-
00009 CONTROL SYSTEMS INC	48122	00138077	13000254	REPRS RICHBURG STA	11/30/13	234915	1,184.62-
CONTROL SYSTEMS INC							
Sum							1,184.62-
00009 COVINGTON SALES & SERVIC	64023	00137882	13000255	REPR PTS SEWER DEPT	11/30/13	234920	130.06-
COVINGTON SALES & SERVIC							
Sum							130.06-
00009 D P C ENTERPRISES LP	212002395-13	00138058	13000249	CHEMICALS LAKEVIEW PLANT	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002396-13	00138058	13000250	CHEMICALS PLANT #2	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002397-13	00138058	13000251	CHEMICALS NORTH LAGOON	11/30/13	234925	1,164.00-
00009 D P C ENTERPRISES LP	212002398-13	00138058	13000252	CHEMICALS SOUTH LAGOON	11/30/13	234925	1,164.00-

D P CENTERPRISES LP

Sum								4,656.00-
00009	DIXIE COMMUNITY UTILITY	SWR BILLING	00138389	13000288	SEWER BILLING REPORT 10/13	11/30/13	234932	231.30-

DIXIECOMMUNITY UTILITY

Sum								231.30-
00009		203124	00138311	13000253	CHROME ACCESS LEVER PLT#2	11/30/13	234941	41.95-

ECONOMY SUPPLY CO

Sum								41.95-
00009		329577	00138297	13000248	HERBICIDE APPL LAGOON LEVEES	11/30/13	234942	6,750.01-

EDKO LLC

Sum								6,750.01-
00009	G & K SERVICES	1035423045	00138351	13000263	UNIFORMS 10/01 TRANS	11/30/13	234967	35.64-
00009	G & K SERVICES	1035425206	00138351	13000264	UNIFORMS 10/08 TRANS	11/30/13	234967	35.64-
00009		1035427358	00138351	13000265	UNIFORMS 10/15 TRANS	11/30/13	234967	41.00-
00009	G & K SERVICES	1035429519	00138351	13000266	UNIFORMS 10/22 TRANS	11/30/13	234967	36.36-
00009	G & K SERVICES	1035431668	00138351	13000267	UNIFORMS 10/29 TRANS	11/30/13	234967	62.98-
00009	G & K SERVICES	1035423049	00138351	13000268	MOP/MAT 10/01 PLANT	11/30/13	234967	19.90-
00009		1035425210	00138351	13000269	MOP/MAT 10/08 PLANT	11/30/13	234967	19.90-
00009	G & K SERVICES	1035427362	00138351	13000270	MOP/MAT 10/15 PLANT	11/30/13	234967	19.90-
00009	G & K SERVICES	1035429523	00138351	13000271	MOP/MAT 10/22 PLANT	11/30/13	234967	19.90-
00009	G & K SERVICES	1035431672	00138351	13000272	MOP/MAT 10/29 PLANT	11/30/13	234967	19.90-
00009	G & K SERVICES	1035423046	00138351	13000273	UNIFORMS 10/01 PLANT	11/30/13	234967	48.00-
00009		1035425207	00138351	13000274	UNIFORMS 10/08 PLANT	11/30/13	234967	48.00-
00009	G & K SERVICES	1035427359	00138351	13000275	UNIFORMS 10/15 PLANT	11/30/13	234967	48.00-
00009	G & K SERVICES	1035429520	00138351	13000276	UNIFORMS 10/22 PLANT	11/30/13	234967	48.00-
00009	G & K SERVICES	1035431669	00138351	13000277	UNIFORMS 10/29 PLANT	11/30/13	234967	48.00-
00009	G & K SERVICES	1035423044	00138351	13000278	UNIFORMS 10/01 SEWER	11/30/13	234967	48.00-
00009		1035425205	00138351	13000279	UNIFORMS 10/08 SEWER	11/30/13	234967	48.00-
00009	G & K SERVICES	1035427357	00138351	13000280	UNIFORMS 10/15 SEWER	11/30/13	234967	48.00-
00009	G & K SERVICES	1035429518	00138351	13000281	UNIFORMS 10/22 SEWER	11/30/13	234967	48.00-
00009	G & K SERVICES	1035431667	00138351	13000282	UNIFORMS 10/29 SEWER	11/30/13	234967	60.60-
00009		1035423047	00138351	13000283	UNIFORMS 10/01 LAGOON	11/30/13	234967	15.84-
00009	G & K SERVICES	1035425208	00138351	13000284	UNIFORMS 10/08 LAGOON	11/30/13	234967	15.84-
00009	G & K SERVICES	1035427360	00138351	13000285	UNIFORMS 10/15 LAGOON	11/30/13	234967	15.84-
00009	G & K SERVICES	1035429521	00138351	13000286	UNIFORMS 10/22 LAGOON	11/30/13	234967	22.14-
00009	G & K SERVICES	1035431670	00138351	13000287	UNIFORMS 10/29 LAGOON	11/30/13	234967	15.84-
00009	G & K SERVICES	1035431656	00138466	13000296	UNIFORMS 10/29 SERV PERSONNEL	11/30/13	234967	16.00-
00009	G & K SERVICES	1035436006	00138466	13000297	UNIFORMS 11/12 SERV PERSONNEL	11/30/13	234967	16.00-
00009	G & K SERVICES	1035438161	00138466	13000298	UNIFORMS 11/19 SERV PERSONNEL	11/30/13	234967	16.00-
00009		1035433821	00138466	13000299	UNIFORMS 11/05 SERV PERSONNEL	11/30/13	234967	16.00-

G & KSERVICES

Sum								953.22-
00009		RI2144	00138061	13000316	REPRS WELL #1 PLT #2	11/30/13	234993	480.00-

INDUSTRIAL ELECTRIC MOTO

Sum							480.00-
00009	S007887766.0	00137444	13000289	ELEC SUPP-LIGHTS-PLANTS	11/30/13	234996	217.30-

IRBY,STUART C CO

Sum							217.30-
00009	JET CONSTRUCTION	1741	00138085	13000311	CLAY GRAVEL SEWER DEPT	11/30/13	235002

JET CONSTRUCTION

Sum							2,300.00-
00009	JOHNNY'S WRECKER SERVICE	21850	00138345	13000256	TOWING U#18897 SEWER	11/30/13	235003

JOHNNY'S WRECKER SERVICE

Sum							250.00-
00009	LANCASTER'S MACHINE & WE	21529	00138119	13000291	REMOVE GEAR BOX SHAFTS	11/30/13	235017
00009		21538	00138306	13000292	AERATOR REPR PTS SOUTH LAGOON	11/30/13	235017
00009	LANCASTER'S MACHINE & WE	21516	00138353	13000314	BUCKET REPR U#16050 TRANS	11/30/13	235017
00009	LANCASTER'S MACHINE & WE	21498	00138353	13000315	REPR TRAILER/RAMP SEWER DEPT	11/30/13	235017

LANCASTER'S MACHINE & WE

Sum							2,207.00-
00009	MS POWER COMPANY	11/13 W&SO&M	00020144	13000309	MNTHLY ELEC-W&SO&M	11/30/13	235041

MS POWER COMPANY

Sum							74,226.25-
00009	MS STATE/TAX COMM/TAX EX	PO#138336 11	00138336	13000294	TAG U#19305 WTR OFFICE	11/30/13	235043

MS STATE/TAX COMM/TAX EX

Sum							12.00-
00009		498339	00138122	13000245	WRENCH SETS LAGOON	11/30/13	235046

NAPA AUTO PARTS

Sum							123.70-
00009		72481	00138230	13000295	TOILET DYE STRIPS WTR OFFICE	11/30/13	235057

NORLABINC

Sum							268.00-
00009		11/13 W&SO&M	00020144	13000317	MNTHLY 11/13 PUBLIC SERVICES	11/30/13	235072

PEARLRIVER VALLEY EPA (

Sum							394.16-
00009	PUMP AND CONTROL SERVICE	480	00138224	13000257	MAINT/REPRS S LAGOON 11/4-7	11/30/13	235087
00009	PUMP AND CONTROL SERVICE	479	00138052	13000312	MAINT/REPRS S LAGOON 10/28-31	11/30/13	235087
00009		481	00138438	13000313	MAINT/REPRS S LAGOON 11/12-15	11/30/13	235087

PUMP AND CONTROL SERVICE

Sum							9,600.00-
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CITY OF HATTIESBURG - WATER& SEWER FUND
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 30, 2013

Date - 11/26/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 AFFORDABLE SOUTHERN HOME	METER DEP RF	02014122	13000145	METER DEP RFD	11/30/13	234865	17.94-
AFFORDABLE SOUTHERN HOME							
Sum							17.94-
00011 AINSWORTH, WILLIAM J	METER DEP RF	02014114	13000132	METER DEP RFD	11/30/13	234867	35.94-
AINS WORTH, WILLIAM J							
Sum							35.94-
00011	METER DEP RF	02014114	13000126	METER DEP RFD	11/30/13	234872	31.44-
ANDERSON, JUSTINA							
Sum							31.44-
00011	METER DEP RF	02014114	13000127	METER DEP RFD	11/30/13	234882	24.80-
BARNEY, PEARLIE							
Sum							24.80-
00011	METER DEP RF	02014122	13000154	METER DEP RFD	11/30/13	234883	33.76-
BARNHILL, KATHY							
Sum							33.76-
00011	METER DEP RF	02014122	13000152	METER DEP RFD	11/30/13	234884	38.82-
BASS,JANNA							
Sum							38.82-
00011	METER DEP RF	02014114	13000094	METER DEP RFD	11/30/13	234889	75.00-
BLANTON, JANET S.							
Sum							75.00-
00011	METER DEP RF	02014122	13000163	METER DEP RFD	11/30/13	234911	35.94-
COLDWELL BANKER							
Sum							35.94-
00011	METER DEP RF	02014114	13000124	METER DEP RFD	11/30/13	234921	24.80-
CRAFT,KAYLA L							
Sum							24.80-
00011	METER DEP RF	02014114	13000122	METER DEP RFD	11/30/13	234923	24.80-
CRUZ,MELISSA D							
Sum							24.80-
00011 DAVIS AMMIE L	METER DEP RF	02014114	13000105	METER DEP RFD	11/30/13	234927	33.76-

DAVISAMMIE L								
Sum								33.76-
00011	DIXON, MARSHALL	METER DEP RF	02014114	13000139	METER DEP RFD	11/30/13	234933	.94-
DIXON,MARSHALL								
Sum								.94-
00011		METER DEP RF	02014122	13000157	METER DEP RFD	11/30/13	234935	35.94-
DOMINAR PROPERTIES LLC								
Sum								35.94-
00011		METER DEP RF	02014114	13000110	METER DEP RFD	11/30/13	234937	35.94-
DUDLEY, KIMBERLY H								
Sum								35.94-
00011	DUSANG, JIM P	METER DEP RF	02014122	13000147	METER DEP RFD	11/30/13	234939	52.94-
DUSANG, JIM P								
Sum								52.94-
00011	EDWARDS, JANA	METER DEP RF	02014122	13000153	METER DEP RFD	11/30/13	234943	52.94-
EDWARDS, JANA								
Sum								52.94-
00011	EURE, BOBBY E	METER DEP RF	02014122	13000161	METER DEP RFD	11/30/13	234948	35.94-
EURE,BOBBY E								
Sum								35.94-
00011	EWING, JAMES C	METER DEP RF	02014114	13000134	METER DEP RFD	11/30/13	234949	35.94-
EWING,JAMES C								
Sum								35.94-
00011		METER DEP RF	02014114	13000095	METER DEP RFD	11/30/13	234950	30.00-
FARMER, FRANCIS								
Sum								30.00-
00011		METER DEP RF	02014114	13000135	METER DEP RFD	11/30/13	234955	31.44-
FICKEN, SETH T								
Sum								31.44-
00011	FIELDS, THOMAS	METER DEP RF	02014122	13000162	METER DEP RFD	11/30/13	234956	35.94-
FIELDS, THOMAS								
Sum								35.94-
00011		METER DEP RF	02014122	13000151	METER DEP RFD	11/30/13	234957	35.94-
FIRSTSOUTHERN BANK 5								
Sum								35.94-
00011		METER DEP RF	02014122	13000142	METER DEP RFD	11/30/13	234971	75.00-

GIDDENS, ELIZABETH O								
Sum								75.00-
00011		METER DEP RF	02014122	13000141	METER DEP RFD	11/30/13	234979	75.00-
HABITAT FOR HUMANITY 437								
Sum								75.00-
00011	HADDOX, BRIDGET N	METER DEP RF	02014122	13000144	METER DEP RFD	11/30/13	234980	3.82-
HADDOX, BRIDGET N								
Sum								3.82-
00011	HALL, FRANCES	METER DEP RF	02014122	13000150	METER DEP RFD	11/30/13	234981	35.16-
HALL,FRANCES								
Sum								35.16-
00011	HIGH IMPACT MARKETING LL	METER DEP RF	02014114	13000102	METER DEP RFD	11/30/13	234983	7.27-
HIGH IMPACT MARKETING LL								
Sum								7.27-
00011	HOLIDAY, WILDA S	METER DEP RF	02014114	13000096	METER DEP RFD	11/30/13	234986	40.00-
HOLIDAY, WILDA S								
Sum								40.00-
00011	HURD, JOSHUA	METER DEP RF	02014114	13000133	METER DEP RFD	11/30/13	234990	35.94-
HURD,JOSHUA								
Sum								35.94-
00011	JACKSON. MATTHEW	METER DEP RF	02014114	13000138	METER DEP RFD	11/30/13	234998	.94-
JACKSON. MATTHEW								
Sum								.94-
00011	KILLAM, KATHLEEN	METER DEP RF	02014114	13000108	METER DEP RFD	11/30/13	235013	.94-
KILLAM, KATHLEEN								
Sum								.94-
00011	LAWSON, CASANDRA D	METER DEP RF	02014114	13000118	METER DEP RFD	11/30/13	235018	31.44-
LAWSON, CASANDRA D								
Sum								31.44-
00011	LINDLEY, COLIN	METER DEP RF	02014114	13000128	METER DEP RFD	11/30/13	235021	24.80-
LINDLEY, COLIN								
Sum								24.80-
00011	MALONE, CHRISTOPHER	METER DEP RF	02014114	13000107	METER DEP RFD	11/30/13	235024	35.94-
MALONE, CHRISTOPHER								
Sum								35.94-
00011	MATTERN, WILLIAM	METER DEO RF	02014114	13000100	METER DEP RFD	11/30/13	235025	4.54-

MATTERN, WILLIAM

Sum								4.54-
00011	MILLER MARK	METER DEP RF	02014114	13000140	METER DEP RFD	11/30/13	235035	4.88-

MILLERMARK

Sum								4.88-
00011	MILLER, AMY S	METER DEP RF	02014114	13000116	METER DEP RFD	11/30/13	235036	24.80-

MILLER, AMY S

Sum								24.80-
00011	MORNING, LISA K	METER DEP RF	02014114	13000114	METER DEP RFD	11/30/13	235040	35.94-

MORNING, LISA K

Sum								35.94-
00011	MS SNOWBALL QUEEN	METER DEP RF	02014114	13000103	METER DEP RFD	11/30/13	235042	55.15-

MS SNOWBALL QUEEN

Sum								55.15-
00011	MYRICK, JOEL(SNOBALL)	METER DEP RF	02014114	13000098	METER DEP RFD	11/30/13	235045	75.00-
00011	MYRICK, JOEL(SNOBALL)	WATER RFD AC	02014113	13000165	WATER OVERPAYMT RFD	11/30/13	235045	572.98-

MYRICK, JOEL(SNOBALL)

Sum								647.98-
00011	NASSER, MOHAMED MOHAMED	METER DEP RF	02014114	13000099	METER DEP RFD	11/30/13	235047	35.94-

NASSER, MOHAMED MOHAMED

Sum								35.94-
00011	NETWORK SERVICES (NSI)	10201490000	02014121	13000092	WATER COLLECTIONS FEES	11/30/13	235053	127.77-

NETWORK SERVICES (NSI)

Sum								127.77-
00011	NOTO JR, RICKY C	METER DEP RF	02014122	13000155	METER DEP RFD	11/30/13	235059	66.56-

NOTO JR, RICKY C

Sum								66.56-
00011	ONSITE AUDIO	METER DEP RF	02014114	13000101	METER DEP RFD	11/30/13	235062	63.82-

ONSITEAUDIO

Sum								63.82-
00011	PAINTING WITH A TWIST	METER DEP RF	02014114	13000097	METER DEP RFD	11/30/13	235064	75.00-
00011	PAINTING WITH A TWIST	METER DEP RF	02014114	13000104	METER DEP RFD	11/30/13	235065	52.17-

PAINTING WITH A TWIST

Sum								127.17-
00011	PAPIS, KENNETH D	METER DEP RF	02014114	13000125	METER DEP RFD	11/30/13	235066	31.44-

PAPIS,KENNETH D

Sum								31.44-
00011	PARKER, MATHEW	METER DEP RF	02014122	13000159	METER DEP RFD	11/30/13	235067	35.94-

PARKER, MATHEW								35.94-
Sum								38.82-
00011	PARKS, BRENDA	METER DEP RF	02014122	13000158	METER DEP RFD	11/30/13	235068	-----
PARKS,BRENDA								38.82-
Sum								150.00-
00011	PATIO BAR	METER DEP RF	02014114	13000093	METER DEP RFD	11/30/13	235069	-----
PATIOBAR								150.00-
Sum								35.94-
00011	PETTUS, EMILY D	METER DEP RF	02014114	13000131	METER DEP RFD	11/30/13	235074	-----
PETTUS, EMILY D								35.94-
Sum								127.17-
00011	PIZZA HUT CO #2228	METER DEP RF	02014122	13000143	METER DEP RFD	11/30/13	235078	-----
PIZZAHUT CO #2228								127.17-
Sum								32.32-
00011	PRINE, DANNY	METER DEP RF	02014122	13000149	METER DEP RFD	11/30/13	235083	-----
PRINE,DANNY								32.32-
Sum								31.44-
00011	PRUIT, CRYSTAL	METER DEP RF	02014122	13000160	METER DEP RFD	11/30/13	235084	-----
PRUIT,CRYSTAL								31.44-
Sum								24.80-
00011	PYLANT, ADRIENNE L	METER DEP RF	02014114	13000129	METER DEP RFD	11/30/13	235088	-----
PYLANT, ADRIENNE L								24.80-
Sum								35.94-
00011	RIVERO, GABRIELLE R	METER DEP RF	02014114	13000136	METER DEP RFD	11/30/13	235091	-----
RIVERO, GABRIELLE R								35.94-
Sum								38.82-
00011	ROBERTSON, DANA M	METER DEP RF	02014114	13000166	METER DEP RFD	11/30/13	235093	-----
ROBERTSON, DANA M								38.82-
Sum								.64-
00011	ROCK, JOHN	METER DEP RF	02014114	13000111	METER DEP RFD	11/30/13	235094	-----
ROCK,JOHN								.64-
Sum								48.44-
00011	RUBIN-ASCH, SCOTT	METER DEP RF	02014122	13000156	METER DEP RFD	11/30/13	235095	-----
RUBIN-ASCH, SCOTT								

Sum								48.44-
00011	SAFEGUARD PROP 220	METER DEP RF	02014114	13000121	METER DEP RFD	11/30/13	235096	35.94-

SAFEGUARD PROP 220								35.94-
Sum								.94-
00011	SAKALARIOS, LAMANDA C	METER DEP RF	02014114	13000109	METER DEP RFD	11/30/13	235097	-----
SAKALARIOS, LAMANDA C								.94-
Sum								35.94-
00011	SHOEMAKER PROPERTIES 425	METER DEP RF	02014114	13000106	METER DEP RFD	11/30/13	235102	-----
SHOEMAKER PROPERTIES 425								.94-
Sum								35.94-
00011	SOUTHGATE 119	METER DEP RF	02014114	13000115	METER DEP RFD	11/30/13	235116	35.94-

SOUTHGATE 119								35.94-
Sum								35.94-
00011	THE HOME SELLING TEAM LL	METER DEP RF	02014114	13000119	METER DEP RFD	11/30/13	235124	35.94-

THE HOME SELLING TEAM LL								35.94-
Sum								35.94-
00011		METER DEP RF	02014114	13000113	METER DEP RFD	11/30/13	235125	35.94-

THE HOME SELLING TEAM 10								35.94-
Sum								35.94-
00011	THE HOME SELLING TEAM 10	METER DEP RF	02014114	13000112	METER DEP RFD	11/30/13	235126	35.94-

THE HOME SELLING TEAM 10								35.94-
Sum								35.94-
00011	THE HOME SELLING TEAM 21	METER DEP RF	02014114	13000120	METER DEP RFD	11/30/13	235127	35.94-

THE HOME SELLING TEAM 21								35.94-
Sum								35.94-
00011		METER DEP RF	02014114	13000130	METER DEP RFD	11/30/13	235138	35.94-

TURNER, SUSAN								35.94-
Sum								.94-
00011		METER DEP RF	02014114	13000137	METER DEP RFD	11/30/13	235144	-----
VINCENT, SHARON E								.94-
Sum								.52-
00011		METER DEP RF	02014122	13000146	METER DEP RFD	11/30/13	235153	-----
WEBB,KAREN L								.52-
Sum								48.44-
00011		METER DEP RF	02014122	13000148	METER DEP RFD	11/30/13	235156	-----

WILLIAMS, KATELYN E								

31.44-

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31.44-

18.16-

18 18

18.16-

2 341 37

CITY OF HATTIESBURG - AIRPORT IMPROVEMENT FUND

DOCKET OF CLAIMS

Date

- 11/26/13

PERIOD ENDING NOVEMBER 30, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	-----	-----	-----	-----	-----	-----	-----
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	131105B	00138487	13000012	SRVS AIRPORT RUNWAY REHAB	11/30/13	234874	17,552.37-
00039 ARE CONSULTANTS INC	130702I	00138493	13000013	SRVS AIRPORT DRAINAGE/SAFETY	11/30/13	234874	15,497.77-
00039 ARE CONSULTANTS INC	130820E	00138495	13000014	SRVS LONG TERM CAPITAL IMPRV	11/30/13	234874	2,057.00-

ARE CONSULTANTS INC							
Sum							35,107.14-

Sum							35,107.14-

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PERIOD ENDING NOVEMBER 30, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BUSH CONSTRUCTION COMPAN	APPL #2	00138486	13000060	SRV 8/13-9/24 QUINN ST BRIDGE	11/30/13	234898	6,100.00-
BUSH CONSTRUCTION COMPAN							
Sum							6,100.00-
00072 CATERPILLAR FINANCIAL SE	CONT#0597687	02014127	13000054	BACKHOE LEASE PMT DUE 11/29/13	11/20/13	41095	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 NEEL-SCHAFFER INC	1014424	00138494	13000055	SRVS 10/13 HARDY ST TRAFFIC	11/30/13	235052	2,991.92-
00072 NEEL-SCHAFFER INC	1014467	00138496	13000056	SRVS 10/13 MIDTOWN STUDY	11/30/13	235052	12,398.54-
00072 NEEL-SCHAFFER INC	1014456-11-2	00138497	13000057	SRVS 10/13 SIDEWALK PROJECT	11/30/13	235052	910.34-
00072 NEEL-SCHAFFER INC	1014456-12-6	00138498	13000058	SRVS 10/13 CAMP ST IMPRVMNTS	11/30/13	235052	11,451.88-
00072 NEEL-SCHAFFER INC	1014456-7	00138500	13000059	SRVS 10/13 BIKE LANE STRIPING	11/30/13	235052	5,023.62-
NEEL-SCHAFFER INC							
Sum							32,776.30-
00072	17735	00138231	13000053	SRV 40TH PLACE DRNGE STAKING	11/30/13	235103	2,052.50-
SHOWSDEARMAN & WAITS IN							
Sum							2,052.50-
Sum							42,014.94-

CITY OF HATTIESBURG - MASS TRANSIT FUND								
DOCKET OF CLAIMS							Date	- 11/26/13
PERIOD ENDING NOVEMBER 30, 2013								
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
MASS TRANSIT FUND								
00073 ADVANCED JANITORIAL SERV	20125 MASS T	00138507	13000077	SERVS 11/13 MASS TRANSIT	11/30/13	234862	345.00-	
ADVANCED JANITORIAL SERV								
Sum							345.00-	
00073 CARQUEST AUTO PARTS STOR	14758-15822	00137702	13000081	REPR PTS U#16234	11/30/13	234901	72.88-	
CARQUEST AUTO PARTS STOR								
Sum							72.88-	
00073	TRF 3RD 11/1	02014134	13000073	TRF 3RD 11/13 PAYROLL	11/25/13	18351	18,932.70-	
CITY OF HATTIESBURG FUND								
Sum							18,932.70-	
00073	91331	00138398	13000074	REPR PTS U#16760	11/30/13	234936	1,110.76-	
00073 DOSSETT PONTIAC CADILLAC	220-690 1089	00138398	13000076	CREDIT	11/30/13	234936	166.07	
DOSSETT PONTIAC CADILLAC								
Sum							944.69-	
00073 EMPIRE TRUCK SALES (H'BU	RE006017741:	00137778	13000071	REPRS U#16235	11/30/13	234946	2,163.35-	
00073 EMPIRE TRUCK SALES (H'BU	RE009017790:	00137948	13000072	BRAKE REPR U#16235	11/30/13	234946	262.50-	
EMPIRETRUCK SALES (H'BU								
Sum							2,425.85-	
00073 JERRY'S AUTOMOTIVE REPAI	15337	00138252	13000068	WINDSHIELD WIPER REPR U#14953	11/30/13	235001	101.15-	
JERRY'S AUTOMOTIVE REPAI								
Sum							101.15-	
00073 MS POWER COMPANY	11/13 MASS T	00020144	13000075	MNTHLY ELEC-MASS TRANSIT	11/30/13	235041	1,019.80-	
MS POWER COMPANY								
Sum							1,019.80-	
00073 OFFICE DEPOT INC	681615183001	00137984	13000069	OFFICE SUPP	11/30/13	235061	72.98-	
OFFICEDEPOT INC								
Sum							72.98-	
00073 PRECISION CONSTRUCTION L	INVOICE #3	00138519	13000079	SRVS HCT BUS SHELTER	11/30/13	235080	50,679.00-	
00073 PRECISION CONSTRUCTION L	INVOICE #1	00138520	13000080	SRVS HCT BUS SHELTER	11/30/13	235080	92,000.00-	
PRECISION CONSTRUCTION L								
Sum							142,679.00-	
00073 VERIZON WIRELESS	9714690719	00138508	13000082	GPS BUSES 11/11-12/10/13	11/30/13	235142	200.63-	

VERIZON WIRELESS

Sum

00073 WATERS INTERNATIONAL TRU

8-233170017

00137306

13000070

REPR PTS VARI BUSES

11/30/13 235151

200.63-

792.96-

WATERSINTERNATIONAL TRU

Sum

792.96-

Sum

167,587.64-

CITY OF HATTIESBURG - COMMUNITY CENTERS' FUND

DOCKET OF CLAIMS

Date

- 11/26/13

PERIOD ENDING NOVEMBER 30, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	09666116	00138517	13000071	ALARM SERV 11/13 CULTURAL CTR	11/30/13	234859	99.12-

A D TSECURITY SERVICES/							
Sum							99.12-
00077 CITY OF HATTIESBURG FUND	TRF 3RD 11/1	02014134	13000064	TRF 3RD 11/13 PAYROLL	11/25/13	36716	15,910.95-

CITY OF HATTIESBURG FUND							
Sum							15,910.95-
00077	1035429511	00138518	13000072	UNIFORMS 10/22 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035431660	00138518	13000073	UNIFORMS 10/29 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035433825	00138518	13000074	UNIFORMS 11/05 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035435977	00138518	13000075	UNIFORMS 11/12 COMM CNTRS	11/30/13	234967	43.56-
00077	1035438132	00138518	13000076	UNIFORMS 11/19 COMM CNTRS	11/30/13	234967	43.56-
00077 G & K SERVICES	1035440269	00138518	13000077	UNIFORMS 11/26 COMM CNTRS	11/30/13	234967	43.56-

G & KSERVICES							
Sum							261.36-
00077 HEALING TOUCH CAREER CEN	CULTURAL CNT	02014137	13000067	DAMAGE DEPOSIT REFUND	11/30/13	234982	250.00-

HEALING TOUCH CAREER CEN							
Sum							250.00-
00077 JONES, SHERRI	CULTURAL CNT	02014137	13000070	DAMAGE DEPOSIT REFUND	11/30/13	235006	150.00-

JONES,SHERRI							
Sum							150.00-
00077 MAYS, TAKIA	SHERRILL CNT	02014137	13000069	DAMAGE DEPOSIT REFUND	11/30/13	235027	100.00-

MAYS,TAKIA							
Sum							100.00-
00077 MS POWER COMPANY	11/13 COMM C	00020144	13000065	MNTHLY ELEC-COMM CNTRS	11/30/13	235041	2,724.88-

MS POWER COMPANY							
Sum							2,724.88-
00077 NEWELL PAPER COMPANY	801101	00137912	13000063	JANIT SUPP COMM CNTRS	11/30/13	235054	1,215.26-

NEWELLPAPER COMPANY							
Sum							1,215.26-
00077 SIMS, KAREN	CULTURAL CNT	02014137	13000068	DAMAGE DEPOSIT REFUND	11/30/13	235107	150.00-

SIMS,KAREN							
Sum							150.00-

250.00-

65.39-

65.39-

21,176.96-

Check No.	Check Amount
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[illegible]

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	3381	00138209	13000013	REIMB EXP PD BUTLER SNOW	11/30/13	234875	16.00-
00087	AREA DEVELOPMENT PARTNER	3384	00138479	13000015	REIMB EXPNS PERRY PHILLIPS	11/30/13	234876	950.00-
AREA DEVELOPMENT PARTNER								
Sum								966.00-
00087	TSI TITLE SERVICES LLC	11783	00138468	13000014	TITLE OPINION	11/30/13	235136	300.00-
TSI TITLE SERVICES LLC								
Sum								300.00-
Sum								1,266.00-

CITY OF HATTIESBURG - SPECIAL SALES TAX-T&A
 DOCKET OF CLAIMS
 PERIOD ENDING NOVEMBER 30, 2013

Date - 11/26/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	-----	-----	-----	-----	-----	-----	-----
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02014124	13000004	FOOD/BEVERAGE TAX 10/13	11/19/13	18300	331,454.65-

H'BURGCONVENTION COMMIS							
Sum							331,454.65-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02014123	13000003	MOTEL SALES TAX 10/13	11/19/13	18299	30,969.12-

H'BURGTOURISM COMMISSIO							
Sum							30,969.12-

Sum							362,423.77-

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, December 3, 2013

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI. - 14 at the request of the Administration and the Council as follows:

- VI. - 14 [2013-0796](#) Authorize Mayor and Council President to execute letter to Mississippi Business Finance Corporation supporting the inducement of bonds for a mutually agreeable services agreement between Groundworx, LLC, and the City of Hattiesburg to collectively store, transport, treat and dispose of wastewater through a land application system.

Attachments: [MBFC letter 12-3-13](#)
[executed MBFC letter 12-3-13](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0796

File ID: 2013-0796

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 12/03/2013

Brief Title: MBFC Letter, Land Application of Treated
Wastewater Effluent

Final Action: 12/03/2013

Minute Book Number: MB2013-358

Title:

Authorize Mayor and Council President to execute letter to Mississippi Business Finance Corporation supporting the inducement of bonds for a mutually agreeable services agreement between Groundworx, LLC, and the City of Hattiesburg to collectively store, transport, treat and dispose of wastewater through a land application system.

Notes:

Sponsors:

Enactment Date:

Attachments: MBFC letter 12-3-13, executed MBFC letter 12-3-13

Enactment Number:

Contact:

Meeting Date: 12/03/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	12/03/2013					
1	City Council	12/03/2013	Authorize				Pass
	Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor and Council President to execute letter to Mississippi Business Finance Corporation supporting the inducement of bonds for a mutually agreeable services agreement between Groundworx, LLC, and the City of Hattiesburg to collectively store, transport, treat and dispose of wastewater through a land application system.						

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 2013-0796

Title

Authorize Mayor and Council President to execute letter to Mississippi Business Finance Corporation supporting the inducement of bonds for a mutually agreeable services agreement between Groundworx, LLC, and the City of Hattiesburg to collectively store, transport, treat and dispose of wastewater through a land application system.

.

Summary

MBFC Letter, Land Application of Treated Wastewater Effluent

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

HemyNaylor

December 3, 2013

Mississippi Business Finance Corporation
Attn: William T. Barry, Executive Director
735 Riverside Drive, Suite 300
Jackson, MS 39202

Re: Groundworx, LLC Land Treatment System to Treat
Sewage for the City of Hattiesburg, Mississippi

Gentlemen:

The City Council of Hattiesburg, Mississippi has voted to authorize the City to negotiate with Groundworx, LLC, for a mutually agreeable services agreement to collectively store, transport, treat and dispose of wastewater through a land application system, and the City and Groundworx are using their best efforts to cause the agreement for this public/private project to be finalized during December, 2013. Please accept this letter from the Mayor and the Council as an encouragement for MBFC to induce the bonds for Groundworx's financing at your December 11, 2013 meeting.

The schedule of events to accomplish funding and to be in a position to go forward with the project on schedule is dependent on your favorable action on December 11, 2013. The City will consider any reasonable request by MBFC to make this happen.

Thank you for your help on this very important project.

Sincerely,

Johnny L. DuPree,
Mayor

Kim Bradley,
City Council President



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

December 3, 2013

Mississippi Business Finance Corporation
Attn: William T. Barry, Executive Director
735 Riverside Drive, Suite 300
Jackson, MS 39202

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Sincerely,

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Mayor

Kim Bradley,
City Council President