

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, January 8, 2019

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. PRESENTATION AGENDA****V. POLICY AGENDA**

- V.-1** [2019-024](#) Approval of minutes - for the December 17 & 18, 2018 meetings of the City Council.

Attachments: [min 12-17-18 \(unsafe\) PH, AR](#)
 [min 12-18-18](#)

- V.-2** [2019-025](#) Approve or Deny the designation of a Recognized Historic Landmark Status for the property located at 1004 Spencer Street. The Hattiesburg Historic Conservation Commission voted to Approve on November 14, 2018.

Attachments: [dwight_application](#)
 [HHCC Presentation - Nov 2018 - Dwight Recognized](#)
 [2018 HHCC Minutes - 1004 Spencer](#)
 [Public Notice - city of hburg - dwight](#)

- V.-3** [2019-018](#) Adopt a Resolution authorizing acceptance of Temporary Construction Easements and to authorize manual check payable to Community Bank for acquisition of property interests stated herein, and for related purposes.

Attachments: [Temporary Construction Easements Exhibit 1A-B](#)
 [Resolution - Acceptance Temporary Construction Easement, Community Bank](#)
 [Executed Resolution 2019-1 authorizing acceptance of temp easement Commu](#)

- V.-4** [2019-019](#) Adopt a Resolution authorizing acceptance of a Permanent Right of Way Easement and to authorize manual check payable to Tammy Gargis for acquisition of property interests stated herein, and for related purposes.

Attachments: [Permanent Right WayEasement exhibit 1A](#)
 [Resolution - Acceptance Permanent Right of Way Easement, Tammy Gargis](#)
 [Executed Resolution 2019-2 authorizing acceptance of permanent easement Te](#)

- V.-5** [2019-023](#) Adopt a Resolution authorizing acceptance of Permanent Right of Way Easement and Temporary Construction Easement and to authorize manual check payable to Jeanne H. Herring for acquisition of property interests stated herein, and for related purposes.

Attachments: [Perm rt of way Exhibit 1A-B](#)
[Resolution - Acceptance Permanent Right of Way Easement, Jeanne Harris He](#)
[Executed Resolution 2019-3 authorizing acceptance of permanent right of way.](#)

- V.-6** [2019-021](#) Adopt a Resolution authorizing acceptance of A Temporary Construction Easement and to authorize manual check payable to Baker Eagle Properties, LP for acquisition of property interests stated herein, and for related purposes.

Attachments: [Temporary construction Easement Exhibit 1](#)
[Resolution - Acceptance Temporary Construction Easement, Baker Eagle Prop](#)
[Executed Resolution 2019-4 authorizing acceptance of temp easement Baker E](#)

- V.-7** [2019-022](#) Adopt a Resolution authorizing acceptance of A Temporary Construction Easements and to authorize manual check payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee for acquisition of property interests stated herein, and to agree to take action with respect to the vacation of a portion of the right-of-way for Camp Street, and for related purposes.

Attachments: [Temporary Construction Easement Camp st Exhibit 1A-B](#)
[Resolution - Acceptance Temporary Construction Easement, Wells-Johnson-Jc](#)
[Executed Resolution 2019-5 authorizing acceptance of temp easement Jones L](#)
[I \(#241\) recorded deed](#)

- V.-8** [2019-014](#) Adopt a Resolution authorizing Requisition No. 33 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 33](#)
[Executed Resolution 2019-6 authorizing Requisition 33](#)

- V.-9** [2019-013](#) Adopt a Resolution authorizing Disbursement No. 20 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Attachments: [Energy Performance Disbursement 20](#)
[Executed Resolution 2019-7 authorizing Disbursement No. 20 Banc of America](#)

- V.-10** [2019-015](#) Approve contract with Shows, Dearman & Waits, Inc. for professional services related to the Survey of Innovation and Commercialization Park Rights of Way project; Authorize Mayor to execute in duplicate.

Attachments: [11280 SDW Contract Owner Engineer](#)
[Executed Agreement with Shows, Dearman & Waits, Inc rights of way project](#)

- V.-11** [2019-007](#) Approve lighting agreement with Ms. Power for additional lighting at 302 Willis St. and 900 John St. for an additional monthly cost of \$25.18; Authorize Mayor to execute.

Attachments: [MS Power-302 Willis St](#)
[Executed MS Power Lighting Agreement 302 Willis Street and 900 John Street](#)

- V.-12** [2019-010](#) Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project for a total decrease in construction costs of \$288.54; Authorize Mayor to execute in triplicate.

Attachments: [104-16 Construction Change Request No 2](#)
[Executed Change Request No 2 and Final - Hwy 11 Medical Park Access Road](#)

- V.-13** [2019-012](#) Authorize Mayor to execute Amendment No. 2 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Banc of America Public Capital Corp and the City of Hattiesburg, Mississippi to extend the acquisition period to May 30, 2019.

Attachments: [Amendment #2](#)
[Amendment No. 2 Equipment Lease Agreement](#)

- V.-14** [2019-011](#) Authorize Mayor to execute in triplicate Modification No. 2 of the MDA DIP Grant #388, Lamar Boulevard Infrastructure Improvements Project, to extend the contract ending date to December 31, 2021.

Attachments: [DIP Grant #388 Modification #2](#)
[Executed Modification No. 2 MDA DIP Grant 388 - Lamar Blvd Infrastructure Im](#)

- V.-15** [2019-017](#) Authorize Mayor to execute a contract with C-Spire for Network & Internet services for Mass Transit, for a term of Sixty (60) months for a new facility located at 1001 South Tipton Street.

Attachments: [C-Spire for Network & Internet Services Contract](#)
[Executed C-Spire Agreement for Mass Transit](#)

- V.-16** [2019-027](#) Approve publication setting a Public Hearing for January 28, 2019 at 5:30 p. m. at C. E. Roy Community Center and establishing a Public Comment Period beginning on January 11, 2019 and concluding on January 31, 2019 for the 2019 Annual Action Plan. {Entitlement CDBG and HOME Programs}

Attachments: [NOTICE OF PUBLIC COMMENT PERIOD and Public Hearing for 2019 Annual](#)

- V.-17** [2019-026](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: [MEMORANDUM for CDBG Check Request January 8, 2019](#)
[CDBG Invoices for January 8., 2019](#)

- V.-18** [2019-029](#) Approve the City's purchase of two (2) grave spaces located in the South half (S1/2) of the Southwest quarter (SW 1/4) , lot 7, section 26 and North Half (N 1/2) of the Northwest Quarter (NW 1/4) , lot 7, section 26 at Highland Cemetery, Minute Book 1990, Page#5/77, in the amount of \$ 350.00 from Mr. Richard A. Chauvin, authorize manual check for the same.

Attachments: [Buy Back \(Richard A. Chauvin \(01-08-19\)\)](#)

- V.-19** [2019-006](#) Acknowledge receipt of Warranty Deed from Richard Leonard for a portion of Forrest County Tax Parcel No. 2-02E-06-091.00 (PPIN 24004) for the 38th Avenue Sidewalk Project; Authorize Mayor to execute; Authorize issuance of manual check in payment.

Attachments: [Leonard Deed 24004](#)
[Executed Warranty Deed for 38th Ave Sidewalk Project](#)

VI. ROUTINE AGENDA

- VI.-1** [2019-004](#) Acknowledge Declaration of State of Local Emergency due to flooding that occurred in Hattiesburg, MS on December 27, 2018.

Attachments: [12-27-18 Declaration](#)

- VI.-2** [2019-005](#) Acknowledge receipt of Closeout Documents for the Public Safety Complex Demolition Project; Authorize publication of Notice of Final Settlement; Authorize payment of Final Pay Application.

Attachments: [Notice of Final Settlement-Demolition](#)
[Codaray Final Pay Application](#)
[Codaray Warranty](#)
[Consent of Surety to Final Payment](#)
[Contractor's affidavit of payment of claims](#)
[Contractor's affidavit of release of liens](#)
[Travelers Power of Attorney](#)
[Asbestos Abatement Documents](#)
[Executed full and final settlement Public Safety Complex Demolition legal notice](#)

- VI.-3** [2019-008](#) Acknowledge receipt of Closeout Documents for the Barkley Road Bridge Repair project; Authorize issuance of Notice of Final Settlement; Authorize payment of Final Pay Application.

Attachments: [Notice of Final Settlement-Demolition](#)
[Closing Documents](#)
[Executed Closeout Documents for Barkley Road Bridge Repair Project](#)

- VI.-4** [2019-003](#) Acknowledge receipt of term bids for Lot Clearing Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to The Lawn Ranger, LLC as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Attachments: [BID LOT CLEARING MSP ENTERPRISES LLC](#)
[BID LOT CLEARING THE LAWN RANGER LLC](#)
[BID LOT CLEARING MAY'S TRUCKING SVC](#)

- VI.-5** [2019-002](#) Acknowledge receipt of term bids for Demolition Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to May's Trucking Service as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Attachments: [BID DEMOLITION MSP ENTERPRISES LLC](#)
[BID DEMOLITION MAY'S TRUCKING SVC](#)
[BID DEMOLITION THE LAWN RANGER LLC](#)

- VI.-6** [2019-028](#) Acknowledge receipt of the two quote bid purchase docket report for the period of November 26, 2018, through December 20, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: [Memo for Council](#)

[Docket](#)

[2745 FINAL](#)

[2747 FINAL](#)

[2748 FINAL](#)

[2749 FINAL](#)

[2750 FINAL](#)

[2751 FINAL](#)

[2754 FINAL](#)

[2755 FINAL](#)

[2756 FINAL](#)

[2757 FINAL](#)

[2758 FINAL](#)

[2769 FINAL](#)

- VI.-7** [2019-020](#) Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg Combined Water and Sewer System for the fiscal year ending September 30, 2017, from Topp McWhorter Harvey PLLC.

Attachments: [COH Water and Sewer Report FY 2017 Final](#)

- VI.-8** [2019-016](#) Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2018, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Attachments: [Audit Letter from Suzanne E. Smith, CPA, PLLC, 12-21-18](#)

[Hattiesburg Public School District Audited Financial Statements for the Year En](#)

- VI.-9** [2019-001](#) Acknowledge receipt of Privilege License Report for the month of November 2018.

Attachments: [Privilege License Report - Nov 2018](#)

[Memo-Privilege License Report for November 2018](#)

- VI.-10** [2019-009](#) Acknowledge receipt of Drainage Easement from Joe Henry Wiley and Jocelyn Wiley for a portion of Forrest County Tax Parcel No. 2-039N-19-004.00 (PPIN 17168).

Attachments: [300 PINEHILLS DR - DRAINAGE - Signed](#)

- VI.-11** [2019-030](#) Acknowledge receipt of Permanent Easement from Royal Oaks Apartments, LLC for a parcel of land located in Forrest County(as described in attached easement) within the city limits of Hattiesburg; Authorize City Clerk to record said easement with Forrest County.

Attachments: [Easement-Royal Oaks Apartments](#)

- VI.-12** [2019-035](#) Acknowledge proposals received December 13, 2018 for the Two (2) Year Municipal Depositories and reject all proposals; Authorize re-advertisement for said proposals.

Attachments: [Community Bank](#)
[First Bank](#)
[Code](#)
[Designation of Municipal Depositories](#)
[NTB Depositories](#)
[Recommendation Letter Bank Depositories](#)

- VI.-13** [2019-031](#) Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(01-08-19\)](#)
[Receipts \(01-08-19\)](#)
[Deeds \(01-08-19\)](#)
[Executed grave space deeds](#)

- VI.-14** [2019-032](#) Approve claims docket for the period ending December 31, 2018.

Attachments: [DOCKET 18.12-31](#)
[addendum to the claims docket](#)

VII. Meeting Recess



City of Hattiesburg, MS

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

Master

File Number: 2019-024

File ID: 2019-024

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/03/2019

Brief Title: Approval of minutes - for December 17 & 18, 2018

Final Action: 01/08/2019

Minute Book Number: MB 2019-3

Title:

Approval of minutes - for the December 17 & 18, 2018 meetings of the City Council.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-1

Sponsors:

Enactment Date:

Attachments: min 12-17-18 (unsafe) PH, AR, min 12-18-18

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the December 17 & 18, 2018 meetings of the City Council.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-024

Title

Approval of minutes - for the December 17 & 18, 2018 meetings of the City Council.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

Expenditure Type

[Enter Expenditure Type Here Without Parentheses. Example: Regular Budget Item, Grant, Lease Purchase, etc.]

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, December 17, 2018**, in Council Chambers at City Hall, pursuant to order adopted November 20, 2018, at Minute Book 2018 Pages 287-288, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

Council President Carroll called the meeting to order and explained the procedures.

II. Public Hearing

1. **2018-1047** Hold Public Hearing on Monday December 17, 2018 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

Attachments: Public Hearing memo 12.17.18
 1. 1406 Concart St.
 2. Golf Course Rd
 3. 104 FoxFire Dr.
 4. 202 N 23rd Ave
 5. 118 Dearborne St
 6. 200 St Paul St.
 7. 114 Linden Court
 8. 201 S 23rd
 9. 209 3rd St
 10. 217 E 3rd St.
 11. 911 Duke Ave
 12. 109 E 7th St
 13. 1715 E Hardy St
 14. 1101 Cherry St.

Code Enforcement Manager Chris Price presented the properties to be considered. Mr. Price recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and chare the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

The following citizens addressed the Council:

- Jessica Wolfe, 118 Dearborne St. (case number 5)

- Raymond Poole, 109 E. 7th St. (case number 12)

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

2018-1091 Unsafe PH Sign-In Sheet, 12-17-18.

Attachments: 12-17-18 PH on Unsafe Properties Sign-In Sheet

By unanimous consent, Council President Carroll closed the public hearing at 4:10 p.m. and proceeded with the Agenda Review.

III. Agenda Review

Council President Carroll proceeded with the Agenda Review.

Andrew Ellard asked for Policy Agenda Item V.-13 to be removed.

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

IV. Citizen Forum

Council President Carroll proceeded with the Citizens' Forum. He stated the procedures and invited members of the public to speak.

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

Council President Carroll closed the Citizen Forum.

2018-1095 Citizens' Forum Sign-In Sheet, 12-17-18.

Attachments: 12-17-18 Citizens' Forum Sign-In Sheet

V. Recess

By unanimous consent, Council President Carroll declared the meeting recessed at **4:31 p.m., this the 17th day of December, 2018.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

BE IT REMEMBERED that the regular meeting of the Hattiesburg City Council was held at **5:00 p.m.**
Tuesday, December 18, 2018, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The prayer was given by Phillip McSwain of the Greater Mt. Olive Baptist Church.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

AGENDA ADJUSTMENTS:

Policy Item V.-13 removed at the request of the Administration.

A MOTION was made by Council Vice President Dryden and seconded by Council member George to Add Policy Items V.-25 and V.-26 as follows:

V.-25 2018-1058 Adopt a Resolution approving the sale of not to exceed \$750,000 taxable tax increment limited obligations bonds, series 2018 (Cross Creek Multifamily Project) (The "Bonds") to be dated as of the date of delivery thereof and approving the form of and execution of a bond purchase agreement for the sale of the series 2018 Bonds.

Attachments: Hattiesburg TIF-Cross Creek Multifamily Project- Sales parameter Resolution

V.-26 2018-1059 Authorize Hattiesburg Fire Department and Hattiesburg Police Departments to enter into an MOU with Forrest County Sheriff's Department to share equipment and resources provided through funding from the U.S. Department of Homeland Security Grant Program.

Attachments: Hattiesburg Fire Homeland Security MOU with Police & Sheriff's Department

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

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

Nays: 0

IV. PRESENTATION AGENDA

THE PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

V. POLICY AGENDA

THE POLICY AGENDA came before the Council.

V.-1 2018-1054 Approval of minutes - for the December 3 & 4, 2018 meetings of the City Council.

Attachments: min 12-3-18 AR, WS
 min 12-4-18

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve the minutes for the December 3 & 4, 2018 meetings of the City Council.

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

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

Nays: 0

V.-2 2018-1048 Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Attachments: Public Hearing Resolution memo 12.18.2018
 1. 1406 Concart St resolution
 2. Golf Course Rd resolution
 3. 104 Foxfire dr resolution
 4. 202 N. 23rd Ave. resolution
 5. 118 Dearborn ST resolution
 6. 200 St Paul St resolution
 7. 114 Linden Court resolution
 8. 201 S 23rd Ave resolution
 9. 209 E 3rd St resolution
 10. 217 3rd St resolution
 11. 911 Duke Ave resolution
 12. 109 E 7th St. resolution
 13. 1715 E. Hardy St resolution
 14. 1101 Cherry St resolution

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt Resolutions (#2018-189-202) determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

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

Nays: 0

V.-3 2018-1050 Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property, against the following properties per attached Resolutions, as authorized in Section 21-19-11 of the Mississippi Code of 1972, Annotated.

Attachments: Request to Adjucat MEMORANDUM 12.18.2018
 1.1310 Putnam Ave
 2. Corner of Camp and S 20th Ave
 3. 218 Oak St
 4. 115 Harrell ADJ

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2018-203-206) adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property, against the following properties per attached Resolutions, as authorized in Section 21-19-11 of the Mississippi Code of 1972, Annotated.

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

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

Nays: 0

- V.-4 2018-1056** Adopt a Resolution authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2018 (Cross Creek Multifamily Project), of the City of Hattiesburg, Mississippi (The City), in the principal amount of not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) to raise money for the purpose of improvements, as hereinafter defined, funding a reserve fund, if necessary, and paying cost of issuance.

Attachments: Hattiesburg TIF-Cross Creek- BPA
Hattiesburg TIF-Cross Creek Multifamily Project- Sales parameter Resolution
Hattiesburg TIF- Cross Creek Project- Bond Resolution

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2018-207) authorizing and directing the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2018(Cross Creek Multifamily Project), of the City of Hattiesburg, Mississippi(The City), in the principal amount of not to exceed Seven Hundred Fifty Thousand Dollars(\$750,000.00) to raise money for the purpose of improvements, as hereinafter defined, funding a reserve fund, if necessary, and paying cost of issuance.

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

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

Nays: 0

- V.-5 2018-1028** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to CCM Capital Assets, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$2,420,000.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: CCM -2018 App
County Position Statement- CCM CAPITAL ASSETS LLC
Resolution CCM Capital Assets, LLC

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-208) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to CCM Capital Assets, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$2,420,000.00 or the amount approved by the Mississippi Department of Revenue.

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

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

Nays: 0

- V.-6 2018-1019** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to JPM of Mississippi Inc., for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$77,000.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: JPM App
County Position Statement-JPM OF MISS INC
Resolution JPM of Mississippi, Inc.

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-209) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to JPM of Mississippi Inc. for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$77,000.00 or the amount approved by the Mississippi Department of Revenue.

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

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

Nays: 0

- V.-7 2018-1021** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$13,412,150.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018-Mar-Jac Application
 2018-Mar-JacCounty Statement
 Resolution Mar-Jac

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Adopt a Resolution (#2018-210) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mar-Jac Poultry MS LLC, for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$13,412,150.00 or the amount approved by the Mississippi Department of Revenue.

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

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

Nays: 0

- V.-8 2018-1020** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp, for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$3,979,630.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018- Sofidel App
 2018 County Position-Sofidel
 Resolution Sofidel America Corp.

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-211) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp, for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$3,979,630.00 or the amount approved by the Mississippi Department of Revenue.

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

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

Nays: 0

- V.-9 2018-1025** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$1,125,749.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: Wis-Pak App
 County Position Statement-WIS PAK OF H'BURG
 Resolution Wis-Pak of Hattiesburg, LLC

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-212) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis-Pak of Hattiesburg, LLC for a period not to exceed ten (10) years, commencing December 31,2017 and ending on December 31, 2027, with a true value of \$1,125,749.00 or the amount approved by the Mississippi Department of Revenue.

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

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

Nays: 0

V.-10 2018-1053 Adopt a Resolution authorizing Requisition No. 32 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 32

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2018-213) authorizing Requisition No. 32 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

V.-11 2018-1052 Adopt a Resolution authorizing Requisition No. 72 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Requisition No. 72.1

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2018- 214) authorizing Requisition No. 72 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

V.-12 2018-1043 Adopt a Resolution to amend the Drainage System Maintenance and Improvement Resolution which sets policy for the Public Works Departments to keep all natural and human-made watercourses, conduits and storage basins free of debris and in good working order to prevent flood damage to buildings from frequent storms in the City of Hattiesburg.

Attachments: 540 Drainage Maintenance Resolution - final
 540 Drainage Compliance Report Required

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2018-215) to amend the Drainage System Maintenance and Improvement Resolution which sets policy for the Public Works Departments to keep all natural and human-made watercourses, conduits and storage basins free of debris and in good working order to prevent flood damage to buildings from frequent storms in the City of Hattiesburg.

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

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

Nays: 0

V.-13 REMOVED.

V.-14 2018-1041 Adopt an Ordinance amending Ordinance Number 3224, adopted January 2, 2018, (Chapter 10 in the Code of Ordinances) to update the Flood Damage Prevention Ordinance for the City of Hattiesburg.

Attachments: 2018 Flood Ordinance - Final

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt an Ordinance (#3247) amending Ordinance Number 3224, adopted January 2, 2018, (Chapter 10 in the Code of Ordinances) to update the Flood Damage Prevention Ordinance for the City of Hattiesburg.

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

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

Nays: 0

V.-15 2018-1029 Adopt an Ordinance incorporating into the municipal code of the City of Hattiesburg certain objectives and policies as it relates to trees on public and private properties and pertaining to certain contractors.

Attachments: Ordinance - Tree Ordinance - 12-2018

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt an ordinance (#3248) incorporating into the municipal code of the City of Hattiesburg certain objectives and policies as it relates to trees on public and private properties and pertaining to certain contractors.

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

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

Nays: 0

V.-16 2018-1040 APPROVE or DENY a petition filed by Hunter Andrews, Engineer, P&W Investments LLC, Owner, to request a variance from Sec. 6 Table 6.1 "Maximum Height" for B-3, "40 feet or 3 stories", and instead allow a height of (4) four stories for a variance of (1) one story; and to request a variance from Sec. 7.10.11.1 which states "A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage." and instead allow a green strip (6) six feet in width for a variance of (4) four feet in width for a proposed Hotel located at 200 N. 40th Avenue (Parcel 051J-12-022.000, PPIN 7463, Ward 3). The Board of Adjustments recommended to APPROVE on December 5, 2018.

Attachments: December BOA Minutes
200 N 40th Ave - Staff Report
Avid Letters from Neighboring Properties

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to APPROVE a petition filed by Hunter Andrews, Engineer, P&W Investments LLC, Owner, to request a variance from Sec. 6 Table 6.1 “Maximum Height” for B-3, “40 feet or 3 stories”, and instead allow a height of (4) four stories for a variance of (1) one story; and to request a variance from Sec. 7.10.11.1 which states “A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.” and instead allow a green strip (6) six feet in width for a variance of (4) four feet in width for a proposed Hotel located at 200 N. 40th Avenue (Parcel 051J-12-022.000, PPIN 7463, Ward 3). The Board of Adjustments recommended to APPROVE on December 5, 2018.

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

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

Nays: 0

V.-17 2018-1039 Approve or Deny the preliminary plat filed by Tim Burge, Engineer, and Ron Hickman, Owner, for a major subdivision for LakeView Golf Club Community Phase II at Timberton Subdivision located along Hoy Lake and Gleneagles Drive (Ward 5). The Planning Commission recommended to Approve on December 5, 2018.

Attachments: December HPC Minutes
LakeView Phase II subdivision - Staff Report

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve the preliminary plat filed by Tim Burge, Engineer, and Ron Hickman, Owner, for a major subdivision for LakeView Golf Club Community Phase II at Timberton Subdivision located along Hoy Lake and Gleneagles Drive (Ward 5). The Planning Commission recommended to Approve on December 5, 2018.

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

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

Nays: 0

V.-18 2018-1010 Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Comprehensive Sewer/Water Improvements Phase VIII - Camp Street Area Project adding additional work and time to the project; Authorize Mayor to execute in triplicate.

Attachments: Supplemental Agreement No. 1

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Supplemental Agreement No. 1 with C. B. Developers, Inc. for the Comprehensive Sewer/Water Improvements Phase VIII - Camp Street Area Project adding additional work and time to the project; Authorize Mayor to execute in triplicate.

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

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

Nays: 0

V.-19 2018-1030 Authorize the Mayor to execute a Professional Services Agreement in duplicate with Neel-Schaffer, Inc., for design services associated with new bus shelter locations.

Attachments: Professional Services Agreement - Neel-Schaffer - Bus Shelter Sites - 12-2018

A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize the Mayor to execute a Professional Services Agreement in duplicate with Neel-Schaffer, Inc. for design services associated with new bus shelter locations.

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

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

Nays: 0

V.-20 2018-971 Authorize Mayor and Chief of Police to execute Memorandum of Understanding between the City of Hattiesburg and Pine Belt Crisis Intervention Team for the purposes of preventing the arrest and incarceration of people with mental illness and effectively place the individuals in the appropriate mental health treatment community; operating under the Policies and Procedures of the Pine Belt Crisis Intervention Team.

Attachments: MOU - Pine Belt Crisis Intervention Team

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor and Chief of Police to execute Memorandum of Understanding between the City of Hattiesburg and Pine Belt Crisis Intervention Team for the purposes of preventing the arrest and incarceration of people with mental illness and effectively place the individuals in the appropriate mental health treatment community; operating under the Policies and Procedures of the Pine Belt Crisis Intervention Team.

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

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

Nays: 0

V.-21 2018-1037 Approve and authorize Mayor to execute in quadruplicate the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide \$25,000 in matching funds.

Attachments: MDEQ SWA Award SWC619

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve and authorize Mayor to execute in quadruplicate the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide \$25,000 in matching funds.

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

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

Nays: 0

V.-22 2018-1036 Authorize submission of grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for Hattiesburg Behavioral Health Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$387,967; Authorize Mayor to execute in duplicate.

Attachments: 1 - Project Abstract Summary - Final
2 - Project Budget
3 - PBMHR Commitment Letter
4 - Statement of Assurance
5 - SF424 - Application for Federal Assistance
6 - SF424B - Assurances - Non-Construction Programs
7 - HHS 690 - Assurance of Compliance
8 - SMA 170 - Assurance - Charitable Choice

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize submission of grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for Hattiesburg Behavioral Health Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources, in the amount of \$387,967; Authorize Mayor to execute in duplicate.

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

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

Nays: 0

V.-23 2018-1031 Authorize continued suspension of all City of Hattiesburg permitting fees from August 1, 2018 through June 30, 2019 for anyone affected by the 1/21/2017 tornado.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize continued suspension of all City of Hattiesburg permitting fees from August 1, 2018 through June 30, 2019 for anyone affected by the 1/21/2017 tornado.

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

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

Nays: 0

V.-24 2018-1055 Approve or deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Attachments: Copy of Pay Scale Alignment Municipal CourtUrban DevWater December 2018

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

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

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

Nays: 0

V.-25 2018-1058 Adopt a Resolution approving the sale of not to exceed \$750,000 taxable tax increment limited obligations bonds, series 2018 (Cross Creek Multifamily Project) (The "Bonds") to be dated as of the date of delivery thereof and approving the form of and execution of a bond purchase agreement for the sale of the series 2018 Bonds.

Attachments: Hattiesburg TIF-Cross Creek Multifamily Project- Sales parameter Resolution

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-217) approving the sale of not to exceed \$750,000 taxable tax increment limited obligations bonds, series 2018 (Cross Creek Multifamily Project) (The "Bonds") to be dated as of the date of delivery thereof and approving the form of and execution of a bond purchase agreement for the sale of the series 2018 Bonds.

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

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

Nays: 0

V.-26 2018-1059 Authorize Hattiesburg Fire Department and Hattiesburg Police Departments to enter into an MOU with Forrest County Sheriff's Department to share equipment and resources provided through funding from the U.S. Department of Homeland Security Grant Program.

Attachments: Hattiesburg Fire Homeland Security MOU with Police & Sheriff's Department

A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Hattiesburg Fire Department and Hattiesburg Police Departments to enter into an MOU with Forrest County Sheriff's Department to share equipment and resources provided through funding from the U.S. Department of Homeland Security Grant Program.

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

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

Nays: 0

VI. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

- VI.-1 2018-1009** Acknowledge receipt of the monthly budget report for the month ending November 30, 2018.
- Attachments: EXP18.1118
 REV18.1118
- VI.-2 2018-1012** Acknowledge receipt of sales from Jeff Martin Auctioneers in the amount of \$37,904.00, from an auction held November 8, 2018.
- Attachments: Receipt of Deposit.
 Check-November Auction Sale
 Items-November Sales
- VI.-3 2018-1034** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
- Attachments: MEMORANDUM for CDBG Check Request December 18, 2018
 CDBG INVOICES 12-18-2018
- VI.-4 2018-1035** Approve and authorize issuance of manual checks for HOME Program Claims per attached Memorandum {Entitlement HOME}.
- Attachments: MEMORANDUM for HOME Check Request December 18, 2018 for
 Breakthrough
 HOME Program Invoices for December 18, 2018
- VI.-5 2018-1049** Accept donation and acknowledge receipt of Quitclaim Deed from Tina McMurrin for lots 11 and 12 in Block 4 of Hardy and Scott Survey of the City of Hattiesburg (as described in attached deed); Authorize City Clerk to record deed with Forrest County.
- Attachments: Deed-McMurrin
- VI.-6 2018-1014** Acknowledge receipt of a Drainage Release, executed by Britt & Patricia Holliday, releasing the City from any damages which may occur due to the construction located at 71 Gleneagles Drive, Hattiesburg, MS, Forrest County.
- Attachments: Drainage Release-Holliday
- VI.-7 2018-1032** Acknowledge receipt of executed Quitclaim Deed for property at 1300 Edwards Street, PPIN 26860, purchased in accordance with Mississippi Code 21-17-1 et seq.
- Attachments: Deed - 1300 Edwards Street

- VI.-8

2018-1051

Approve and Authorize publication of Notice to Consultants soliciting Statements of Qualifications from consulting firms to provide Electronic Bidding Services for the City.

Attachments: [Engineering Proposal Evaluation Sheet](#)
[NOTICE TO CONSULTANTS 12_10_18](#)
- VI.-9

2018-1011

Approve Plans and Specifications for the Comprehensive Sewer Improvements - Phase XII project; Authorize advertisement for bids.

Attachments: [ADVERTISEMENT FOR BIDS](#)
[1273-S012 Specs Review Set](#)
[1273S012 Plans Street Ready Set 2018-12-03 Signed](#)
- VI.-10

2018-1045

Acknowledge the proposal of the Floodplain Management Plan (FMP) Committee’s proposed revisions to the Regional Multi-Hazard Mitigation Plan and authorize submittal to Forrest County for inclusion in the 5-year renewal of the regional plan due in early 2019. (Resolution # 2018-75 appointed FMP and PPI Committees)

Attachments: [chapter1 - Draft 2018 update](#)
[chapter2 - Draft 2018 update](#)
[chapter3 -Draft 2018 update](#)
[chapter4 - Draft 2018 update](#)
[chapter5 - Draft 2018 update](#)
[chapter6 - Draft 2018 update](#)
- VI.-11

2018-1042

Acknowledge Proof of Publication for the month of November 2018.

Attachments: [HUB CITY SPOKES PUBLICATION NOV 2018](#)
- VI.-12

2018-1016

Approve the purchase of lighting products and siren controller from SoundOff Signal for the Hattiesburg Police Department in the amount of \$18,287.40 as a sole source purchase.

Attachments: [SoundOff request Letter Chief Parker](#)
[Soundoff Sole Source 2018-2019](#)
[SoundOff Quote 2018](#)
- VI.-13

2018-1015

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(12-18-18\)](#)
[Receipts\(12-18-18\)](#)
[Deeds\(12-18-18\)](#)
- VI.-14

2018-1013

Approve claims docket for the period ending December 14, 2018.

Attachments: [DOCKET 18.12-14](#)

VII. Adjournment

By unanimous consent, Council President Carroll declared the meeting adjourned at **5:17 p.m. this the 18th day of December, 2018.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**



City of Hattiesburg, MS

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

Master

File Number: 2019-025

File ID: 2019-025

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/20/2018

Brief Title: Recognized Historic Landmark Status - 1004 Spencer Street

Final Action: 01/08/2019

Minute Book Number: MB 2019-4

Title:

Approve or Deny the designation of a Recognized Historic Landmark Status for the property located at 1004 Spencer Street. The Hattiesburg Historic Conservation Commission voted to Approve on November 14, 2018.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: dwight_application, HHCC Presentation - Nov 2018 - Dwight Recognized, 2018 HHCC Minutes - 1004 Spencer, Public Notice - city of hburg - dwight

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: GML

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Approve the designation of a Recognized Historic Landmark Status for the property located at 1004 Spencer Street. The Hattiesburg Historic Conservation Commission voted to Approve on November 14, 2018.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-025

Title

Approve or Deny the designation of a Recognized Historic Landmark Status for the property located at 1004 Spencer Street. The Hattiesburg Historic Conservation Commission voted to Approve on November 14, 2018.

Summary

Recognized Historic Landmark Status - 1004 Spencer Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg

Historic Conservation Commission

P.O. Box 1898 Hattiesburg, MS 39403

Phone: (601) 554-1031 Fax: (601) 545-1962

www.hattiesburgms.com

Office Use Only

Received by Zach Jones

Date received 10/25/18

Complete _____

HCC review 11/14/18

Action _____

Council review 12/3/18

Council action _____

Serial No. RL-001

Application for Landmark Status

Hattiesburg Historic Conservation Commission

Section A: General Information

NOTE: Landmarks are classified into two categories — Recognized Landmarks and Protected Landmarks. Recognized Landmarks typically have a cultural or social significance. Protected Landmarks have an architectural, archaeological or natural significance.

Landmark status you are applying for: ☒ Recognized ☐ Protected

1. Street Address of Proposed Landmark

1004 Spencer Street, Hattiesburg, MS 39401

2. PPIN (if known)

14380

3. Applicant's Name

Lillie Dwight

7. Property Owner

~~Lillie~~ Dwight, Lula  (deceased)

4. Street Address

1004 Spencer Street
Hattiesburg, MS 39401

8. Street Address

1004 Spencer Street
Hattiesburg, MS 39401

5. Phone

(601) 466-8807

9. Phone

(601) 466-8807

6. E-mail

lilliedwight@yahoo.com

10. E-mail

lilliedwight@yahoo.com

Section B: Descriptive Information

11. Date of construction (if not known, approximate date). *Note: Property must be at least 50 years old; or, if less than 50 years old, must have exceptional historic significance.*

1930

15. Classification of Property:

☒ Private ☐ Public-State

☐ Public-local ☐ Public-Federal

12. Dates of changes or additions if known:

Added carport, date unknown

16. Description of Property:

☒ Building ☐ Cemetery/burial site

☐ Structure ☐ Object

☐ Landform ☒ Property of cultural importance

☐ Cultural or historical landscape

13. Past Use

Single family dwelling

14. Present Use

Single family dwelling

17. Architectural Period and Style

Bungalow

Application for Landmark Status

Section B: Descriptive Information (continued)

18. Please provide or attach a full legal description of the location of the property or historic resource.

Parcel LOT 4 BLK 2 IHC Cook Sub of Arledge

19. Please provide a complete description of the resources on your property, including the primary structure, any accessory structures, objects or pertinent site features. Include a statement explaining why you are interested in designating your property as a Landmark. (Use additional space in the form of an attachment if needed.)

a) The former owner of 1004 Spencer Street in Hattiesburg, Mississippi, used a very traditional, personalized style that gave the home a comfortable, minimalist bungalow style. The home has four bedrooms, three bathrooms, large living and dining room, kitchen and den. The home color scheme is a cool apricot and cream which gives the home a warm feeling. The outdoor terrace is connected to the two-car carport which leads out from the den.

b) See attachment 19(b) for explanation of interest in designating property as historic landmark.

20. Include all known historical information including former owners, significant events, architect/builder, etc.

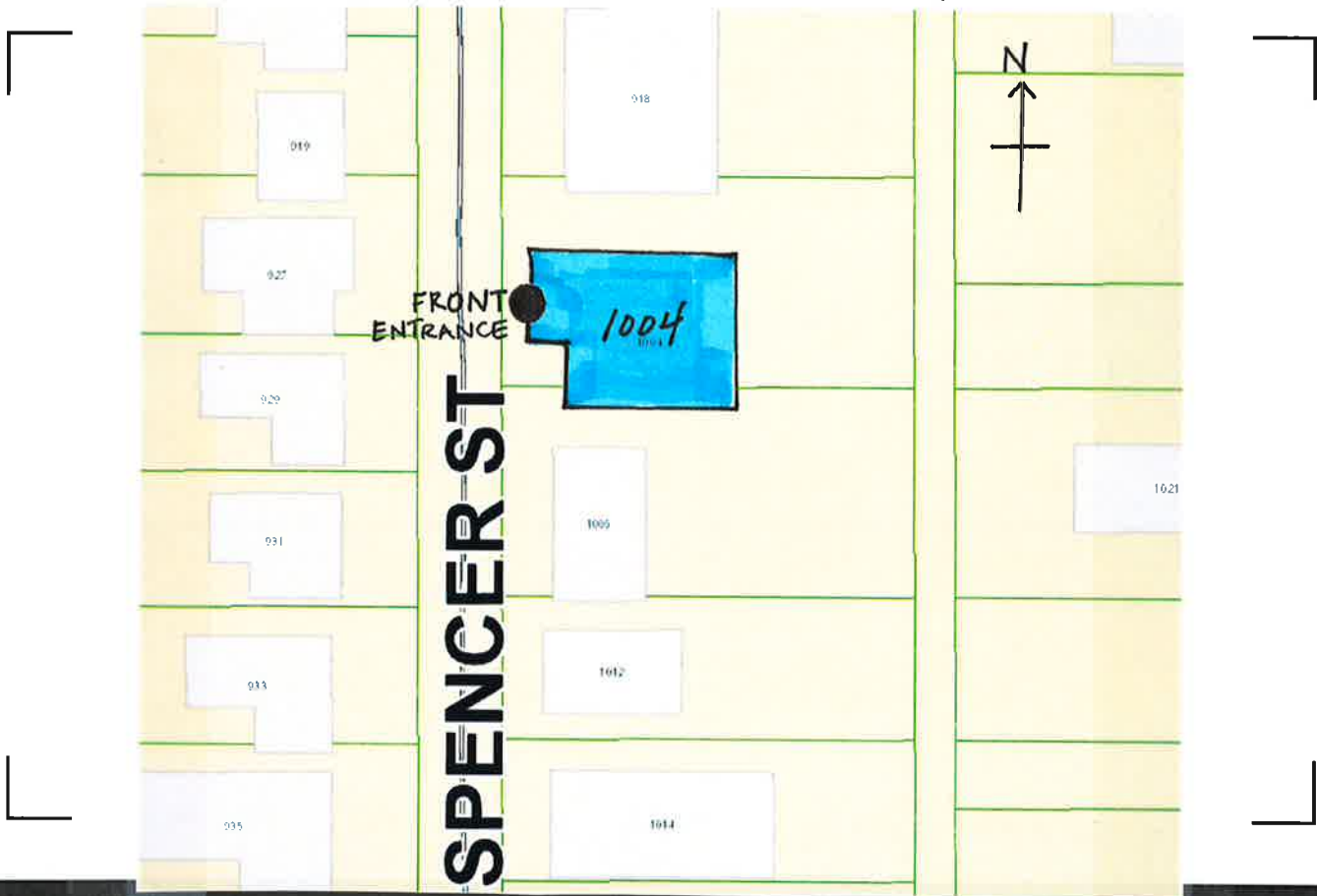
a) Dr. Martin Luther King visits (see attachment 19(b))

b) The Gould family was the first family to own the property at 1004 Spencer Street. Peggy Gould Conner, a well-known local activist in the Civil Rights Movement was, born at 1004 Spencer Street (see attachment 20)

Application for Landmark Status

Section C: Maps

21. Please attach a detailed map of property with boundaries and access clearly identified.



Section D: Supporting Documentation

22. Please attach copies of any supporting documentation such as historical information, written sources (books, articles, newspapers), interviews (oral histories), photographs, etc.

Section E: Acknowledgement and Signature

The applicant(s) hereby attests to the correctness and completeness of the application submitted and acknowledges the option to participate in the historic marker program.

Signature: Lillie Dwight Date: 11-02-2018

I, the owner of the property described herein, consent to participation in the historic sites program.

Signature: Lillie Dwight Date: 11-02-2018

*The 1997
Mt. Zion Baptist Church
Torchbearer Award*



"... lighting the path for a better tomorrow"

In Appreciation To
Mr. Benton Dwight, Sr.

For Enriching, Enlightening, and
Inspiring So Many Lives By
Coordinating The Historical
Visit Of Dr. Martin Luther King, Jr.
To Hattiesburg, MS on March 19, 1968

January 12, 1997

CHANGE COMES TO A SOUTHERN TOWN-HATTIESBURG, MISSISSIPPI

ONE FAMILY MAKES A DIFFERENCE-THE DWIGHT FAMILY

19 b. Dr. Martin Luther King's Visit to Hattiesburg and The Dwight Family

The course of a movement and the struggle for equality and justice started when the first boats carrying African slaves from their homeland of Africa arrived on the shores of United States of America. The historic events of the 1960's, Dr. King's visit to Hattiesburg and the Mr. and Mrs. Benton Dwight's involvement in Civil Rights Movement were a continuation of the struggle by African-Americans for justice and equality in this country. The end of the Civil War and Emancipation of slavery in the United States did not result in promises made for full equality, justice or citizenship to African-American in this country. The disappointment over the fruits of emancipation and the birth of Jim Crow, especially in the South, were profound and heartbreaking for African-Americans. This is the background of Dr. Martin Luther King's visit to Hattiesburg along with Mr. and Mrs. Benton Dwight assisting in facilitating that visit. Dr. King came to the Dwights' home before going to Mt. Zion Baptist Church to deliver a speech. He visited the Dwights' home because Mr. and Mrs. Benton Dwight's children had left the church and returned to go to bed for the night. Dr. King was informed of this and he ask to visit with their children before going to the church. After Dr. King talked with the Dwight's children, he asked Mr. Dwight permission for the children to return to the church so that they could hear him speak. When Dr. Martin Luther King left the Dwights' home, he later arrived at Mt. Zion Baptist Church.

The hope for change and the struggle for change within community of African-Americans in Hattiesburg found expression in the visit of Dr. King to their city. Dr. Martin Luther King's Voice was like hearing a triumphant call that a change was here. This was music to the ears of many that had waited many hours through the night just to hear this voice. Glancing into the future of hope and opportunities, the crowd felt a sense of achievement but understood that the work had only just begun. It was a speech to be remembered because it offered possibilities for change and a promised way to overcome discrimination and injustice. The community was more than delighted and happy with Dr. King's visit. They were appreciative because Dr. King had chosen to visit their city. The African-American Community was thankful to individual that brought Dr. King to their city, Mr. Benton Dwight, who was honored by Mt. Zion Baptist Church for his role in bringing Dr. King to Hattiesburg. Mr. Dwight was presented a plaque that read:

The 1997 Torchbearer Award. "Lighting the path for a better tomorrow"

In Appreciation to Mr. Benton Dwight, Sr.

For enriching, enlightening, and inspiring, so many lives by coordinating The Historical Visit of Dr. Martin Luther King, Jr., to Hattiesburg, MS on March 19, 1968. January 12, 1997. This honor was well deserved and this is the reason that the property of 1004 Spencer Street, Hattiesburg, MS, Mr. and Mrs. Benton Dwight's home should be a Landmark.

20. Historical Events –The Dwight’s Family Involvement in the Civil Right Struggle in Hattiesburg, Mississippi

This is a brief true analysis of the people that resided at 1004 Spencer Street and their stories. Their stories make up an historic account of the struggle for justice, equality and the fight to put an end to discrimination in Hattiesburg, Mississippi. Without the involvement of these individuals, change would not have happened in Hattiesburg. To preserve a sense of balance in this presentation and to not overemphasize some historical data, the most meaningful historical events will be accounted. The first family to own the property at 1004 Spencer Street was the Gould Family. Peggy Gould Conner was born at 1004 Spencer Street. Mrs. Conner became an outspoken leader in the Civil Rights Movement in Hattiesburg. Mrs. Conner’s role has been well documented and she has been honored for her outstanding contributions to the Civil Rights Movement. The Gould family sold their property to the Dwight Family in the late 1950’s. The Dwight Family renovated the property and made it their own. This was the beginning of the Dwight family’s demands for the fair and decent treatment of African-Americans in Hattiesburg.

By the 1960’s, the dawn of a new day was on the horizon. African-Americans across the country, and especially in the South, had grown weary from violence and the humiliation of segregation in their everyday lives. Mr. and Mrs. Dwight felt this frustration on a personal level in their lives and were determined to help make a change within their community. Mr. Dwight served in the United States Army and fought for liberty, justice and equality in Europe but he could not find it in his own country. Mr. Dwight felt a sense of heartache at the discrimination that he had to endure on a daily basis. Mrs. Lula Dwight decided that she would fight back against the unjust system of Jim Crow. She joined others in Hattiesburg who had made a resolution that they were going to become registered voters in Hattiesburg, Mississippi. The movement in Hattiesburg became like a living watershed environment. People from every area and every walk of life became engage in the struggle for equality. Individuals were following the community leadership because they believed in the righteousness of this cause. Mr. and Mrs. Benton Dwight were among the community leaders during this time. They established the Forrest County Welfare Rights Organization to help those that needed assistance to survive. The Dwight family home was also opened to executive meetings for the Mississippi Freedom Democratic Party. Individuals attending these meetings were Victoria Jackson Gray, J.C. Fairley, Bobby Beech, Jeanette Smith, Johnnie Mae Walker and Earline Boyd, to name a few. Mr. and Mrs. Dwight felt that it was important for the children to participate in the Civil Rights Movement. They did not make this decision causally. Mr. and Mrs. Dwight grappled with this issue but finally decided that their children’s involvement was necessary. The Dwights’ children embraced their role in the movement with excitement and commitment.

The Dwights’ youngest children attended Mt. Zion Freedom School. They were James, Benton, Alice, and Margaret. James Dwight was among the first students that attend Walthall

Elementary School; Benton Dwight was among the first who attended Thames, and Alice Dwight was among the first students who attended Hattiesburg High School. Alice and Lillie participated in one of the largest protest marches in Jackson, Mississippi, and were jailed at Mississippi State Fairground. In the same way Margaret's brothers and sisters made contributions to the struggle, Margaret made her contributions in many ways with her dedication and commitment. She was selected to represent the Forrest County Freedom School at James Chaney's funeral. James Chaney was murdered by the Ku Klux Klan near Philadelphia, Mississippi along with Andrew Goodman and Michael Schwerner from New York. Leaders came from all over the nation to honor James Chaney for giving his last devotion to his country. Betty and Lessie Dwight continued giving service to their community and country. Lessie Dwight, the oldest of Mr. and Mrs. Dwight's children, was a student at Tougaloo College during freedom summer. She became a member of the camp student movement that would sit-in- at segregated restaurant and would attempt to integrate the public library in Jackson, Mississippi.

Mr. and Mrs. Dwight fully understood that the basic rights of equality and justice transcended race, and that these rights were human rights. This is the reason that they encouraged their children to be not mere observers but active participants.

Mr. & Mrs. Dwight cultivated in their children a sense of patriotism toward their country, a love of community, loyalty, character, and a faith in God. Their teaching and instructions have fulfilled Mr. & Mrs. Dwight's dreams that their children would become productive members of society and work to help others.

It is apparent that the Dwight's children worked hard to fulfill their parents' dream. James Dwight finished college at William Carey University with a Bachelor of Science Degree in biology. He was a Captain in the United States Army and served in the Desert Storm War in Iraq. He now works as a Certified Respiratory Therapist. Benton Dwight finished college at the University of Southern Mississippi with a bachelor's degrees in biology and Spanish. He also graduated from William Carey University with a Masters in Biology and Long Island School of Pharmacy in New York with a Doctorate of Pharmacy. He now owns Amore Healthcare and Premiere Pharmacy. Alice Dwight finished college at the University of Southern Mississippi with a Bachelor of Science Degree in political science. She also attended University of Southern Illinois in Carbondale, Illinois, where she graduated with a Master in political science. Alice also attended the Interdenominational Theological Center in Atlanta, Georgia, where she graduated with a Master of Divinity degree. She also worked as an evangelist and assistant Jurisdictional Director of Christian Education for the Mississippi Southern Ecclesiastical Jurisdiction of the Church of God in Christ, and worked in Hattiesburg Public School District as Special Education Teacher. Lillie Dwight finished college at the University of Southern Mississippi with a Bachelor of Science Degree in political science, Alcorn State University with a Master in Guidance Education, Interdenominational Theological Center with a Master in

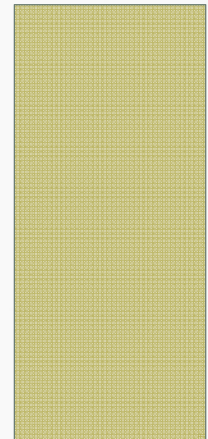
Religious Education, and worked as a school counselor. She also founded Anthony-Les Non-Profit Organization, Inc., and is the Director of Anthony-Les Daycare Center. She is also Jurisdictional Christian Education Director for the Mississippi Southern Ecclesiastical Jurisdiction of the Church of God in Christ and founder of Life Enhancement Ministry. Dr. Margaret Dwight Shelton graduated from the University of Southern Mississippi with a Bachelor of Science Degree in History; University of Southern Illinois in Carbondale, Illinois, with a Master in History and University of Missouri with a Ph.D. in History. She has worked as a professor of history at the University Of Niamey-Niger, West Africa; the University of Virginia; the University of Ohio; the University of Texas at San Antonio, Texas; the University of North Carolina; A&T University in Greensboro, North Carolina; and William Carey University. Dr. Shelton was also a Fulbright Scholar and worked for the United States Department of Defense. She is co-author of two books: *African Diaspora* and *Mississippi Black History Maker*. Betty Dwight Petersen graduated from Tougaloo College with a Bachelor of Science Degree in political science and the University of New York with a Master in political science and worked as a professor of political science at Hampton University-Hampton, Virginia, University of North Carolina-Wilmington, North Carolina, Salisbury State College- Salisbury, North Carolina, Utica Junior College in Utica, Mississippi and worked in the New York City Public School System, the United States Department of Agriculture and the Head Start program in Hattiesburg, Mississippi. Lessie Dwight Outley graduated from Tougaloo College with a Bachelor of Science in mathematics and accounting. She started a Master in School Administration at Williams Carey University and worked at Ingalls Shipyard as a logistic and financial analyst. The Dwights' children were optimistic about their futures. They did not set their goals as unlimited possibilities but as attainable possibilities. The Dwights' children would be the first to say that maybe all their dreams were not realized but they never gave up on being productive citizens and made it their goal to help their fellowmen. The Dwights' children are still working for a new day of freedom without racism and to make their communities a better place to live. This is the heritage and foundation of family that their parents gave to them.

The family is the basic component of a strong community. When families are active, involved in the community and are committed to social change and justice, the community will thrive. When a community is more profoundly committed to the principles and values of democracy, it is more likely to be successful in attracting businesses to their community, to experience growth and to provide for high quality education for all of their citizens. This is the reason Hattiesburg continues to experience growth, but the community must be more engaged in social, economic and political opportunities for all people within the city of Hattiesburg. The Dwight family and others helped lay the foundations for change and opportunity in our city.



HISTORIC SITES AND MARKERS

AMENDMENTS TO ARTICLE VIII,
CODE OF ORDINANCES
NOVEMBER 14, 2018



CONTEXT

- Mayor's Goal and Objectives for 2018
- Landmarks created in Historic Conservation Commission Ordinance (No. 2193), 1985
- Amendments made to original ordinance (Ord. No. 3240)

AMENDMENTS PASSED

- Revised definitions
 - Landmark:
 - General term
 - Added language:
 - Within the city limits of Hattiesburg
 - Categorized by type
- Added definitions
 - Protected Landmark:
 - Architectural, archaeological, natural significance
 - Subject to full design review (certificate of appropriateness for construction/alteration, relocation projects)
 - Recognized Landmark:
 - Cultural or social significance
 - Not subject to full design review

AMENDMENTS PASSED

- Citizens, public/private organizations, Mayor and Council may nominate
- Previous designations eligible
- Application fee
- Historic marker content to be reviewed by Historic Commission, approved by Council

CRITERIA

- Generally:
 - Exemplifies or reflects broad cultural, political, economic or social history of nation, state, county or city.
 - Is identified with historic personages or important events in national, state or local history
- Recognized: special character or historical and/or **cultural or social** interest or significance
- Protected: special character or historical and/or **architectural, archaeological or natural** interest or significance

ITEM SIX

THE DWIGHT HOME

- 1004 Spencer Street
- Lillie Dwight, Owner/Applicant
 - Designation as a “Recognized Landmark”
- Historical significance

1004 SPENCER ST.





Subject Property



Adjacent Properties



PROPOSED MARKER DESIGN & TEXT



HATTIESBURG HISTORIC LANDMARK THE DWIGHT FAMILY HOME

During the Civil Rights Movement, the Dwight family home served as a rallying point for activists. Head of household, Benton Dwight, Sr., coordinated the historic visit of Dr. Martin Luther King, Jr., to Hattiesburg on March 19, 1968, to deliver a speech at Mt. Zion Baptist Church. The home was also the birthplace of well-known Civil Rights activist Peggy Jean Connor.

Hattiesburg Historic Conservation Commission, 2018

HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, November 14, 2018

The Hattiesburg Historic Conservation Commission met November 14, 2018, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Margaret Dwight Shelton presided as Vice-Chairman, in the absence of the Chairman.

Commissioners present: Margaret Dwight Shelton, Vice-Chairman
Glenn Nees
Mary Halliwell
Miranda Grieder
Patti Mowery

Commissioners absent: Sarah Newton
Michael Anderson
Tom Boldo
Cory Ferraez

Staff present: Ginger M. Lowrey, Manager, Planning Division
Caroline Miles, Planner
Andrew Ellard, Director of Urban Development
Chris Price, Code Enforcement Manager

Staff absent: Russell Archer, Historic Preservation Planner

AGENDA

There came the matter of the agenda for the meeting of November 14, 2018. A motion was made by Commissioner Halliwell and seconded by Commissioner Nees that the agenda be approved. The motion carried.

MINUTES

There came the matter of the minutes for the October 10, 2018, meeting. A motion was made by Commissioner Grieder and seconded by Commissioner Mowery that the minutes be approved as submitted. The motion carried.

BUSINESS

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Melissa Elias, Applicant, and Duwayne Ezelle, Owner, requesting approval for a change in roofing materials at 313 S. 22nd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Staff	City of Hattiesburg
Others to speak:	(none)	

Discussion and Vote Commissioner Nees voiced concerns about the change of materials detracting from the architectural character of the house. He suggested that the applicant explore alternatives to traditional wood shakes, such as Hardie shingles or composite shakes.

Motion: Table the item pending contact with the applicant or owner to discuss appropriate alternatives to traditional wood shakes.

Motion made by: Mary Halliwell

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Felicia Todd, Owner, requesting approval of a newly installed ADA ramp and walkway at 108 S 10th Ave. in The Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Staff	City of Hattiesburg
Others to speak:	(none)	
<u>Discussion and Vote</u>	Commissioner Nees expressed concern over the new step-up that is adjacent to the ramp, stating that it could pose a trip hazard. Commissioner Grieder stated that she was not in favor of asking the owner to redo the configuration without first confirming whether or not the design meets code standards.	
<u>Motion:</u>	Deny the application due to concerns about the configuration of the new ADA ramp and step-up.	
<u>Motion made by:</u>	Glenn Nees	
<u>Motion seconded by:</u>	Margaret Dwight Shelton	
<u>Commissioners voting aye:</u>	Glenn Nees, Mary Halliwell, Margaret Dwight Shelton, Patti Mowery	
<u>Commissioners voting nay:</u>	Miranda Grieder	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Denise Touchstone, Owner, requesting approval for a new storage shed at 216 S. 23rd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Denise Touchstone	Owner/Applicant
Others to speak:	(none)	
<u>Discussion and Vote</u>	Applicant stated that the shed is less than 100 square feet and will be installed on an existing concrete slab, adjacent to the rear driveway.	
<u>Motion:</u>	Approve the application as submitted	
<u>Motion made by:</u>	Glenn Nees	
<u>Motion seconded by:</u>	Patti Mowery	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Richard & Jennifer Porter, Owners, requesting approval for a new storage shed at 407 5th Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Richard Porter	Owner/Applicant
Others to speak:	(none)	
<u>Discussion and Vote</u>	Commissioner Grieder recommended that the storage building roof match the color and style of the existing house roof.	
<u>Motion:</u>	Approve the application as submitted	
<u>Motion made by:</u>	Glenn Nees	
<u>Motion seconded by:</u>	Mary Halliwell	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ronda Norris, Owner, requesting approval for new fencing and gutters at 510 Rebecca Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Ronda Norris	Owner/Applicant
Others to speak:	(none)	
<u>Discussion and Vote</u>		
<u>Motion:</u>	Approve the application, provided that the fencing has vertical slats, not horizontal.	
<u>Motion made by:</u>	Glenn Nees	
<u>Motion seconded by:</u>	Patti Mowery	
<u>Commissioners voting aye:</u>	All present and voting	
<u>Commissioners voting nay:</u>	None	
<u>Commissioners abstaining:</u>	None	

Commissioner Shelton recused herself from the following agenda item.

Public Hearing

There came the matter of the request for consideration of the property at 1004 Spencer St., for designation as a “Recognized Landmark”, under the provisions of the recently amended Historic Conservation Ordinance.

	<u>Name</u>	<u>Title</u>
Presented by:	Zach Jones	City of Hattiesburg
Others to speak:	Lillie Dwight	Applicant
<u>Discussion and Vote</u>	Mr. Jones explained the historical significance of the house, in	

relation to the Dwight family, their role in the Civil Rights movement, including provision of a meeting place for the Freedom Democratic Party, and hosting of Dr. Martin Luther King, Jr. in 1968.

- Motion:** Approve the request for designation as submitted
- Motion made by:** Miranda Grieder
- Motion seconded by:** Mary Halliwell
- Commissioners voting aye:** Miranda Grieder, Mary Halliwell, Glenn Nees, Patti Mowery
- Commissioners voting nay:** None
- Commissioners abstaining:** Margaret Dwight Shelton

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting removal of a tree from the public right-of-way at 200 4th Ave. in The Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

- Motion:** Approve the application as submitted
- Motion made by:** Mary Halliwell
- Motion seconded by:** Miranda Grieder
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting removal of a tree from the public right-of-way at 206 4th Ave. in The Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

- Motion:** Approve the application as submitted
- Motion made by:** Miranda Grieder
- Motion seconded by:** Patti Mowery
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting removal of a tree from the public right-of-way at 311 6th Ave. in The Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	(none)	

Discussion and Vote

<u>Motion:</u>	Approve the application as submitted
<u>Motion made by:</u>	Miranda Grieder
<u>Motion seconded by:</u>	Patti Mowery
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg, Urban Forestry Division, requesting removal of two trees from the public right-of-way at 909 Adeline St. in The Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	Steve Dryden	The Oaks resident

Discussion and Vote

<u>Motion:</u>	Approve the application as submitted
<u>Motion made by:</u>	Glenn Nees
<u>Motion seconded by:</u>	Patti Mowery
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

Other Business

There came the matter of the City Arborist’s report. Mr. Andy Parker gave a report.

There came the matter of the Code Official’s report. Mr. Christopher Price gave a report.

There came the matter of the Coordinator’s report. A report was submitted. Mrs. Lowrey reported that Mr. Archer was absent due to his attendance at the PastForward Conference in San Francisco.

Commissioner Nees and others remarked that they would like to receive electronic copies of future HHCC hearing packets.

There being no further business, upon motion duly made by Commissioner Nees and seconded by Commissioner Halliwell, and unanimously approved, the meeting was adjourned at 1:55 p.m.

Respectfully submitted,

Margaret Dwight Shelton, Vice-Chairman

Russell Archer, Recording Secretary/ Historic Planner

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Lillie Dwight, Owner, as required in the Historic Conservation Commission Ordinance, Ord. No. 2193, and the Mississippi Code, §39-13-3, to designate as a landmark a certain property located at 1004 Spencer Street (Parcel 2-038B-15-490.00, PPIN 14380, Ward 2). Said property being more particularly described as follows, to-wit:

Parcel LOT Block 2 IHC Cook Subdivision of Arledge.

A PUBLIC HEARING in relation to the above described petition will be held at 4:00 p.m., Monday, January 7, 2019, in the City Council Chambers, Second Floor, City Hall, Hattiesburg, Mississippi, before the City Council of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this the 16th day of November, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL) s/ Kermas Eaton, City Clerk

Published Dec. 20, 27, 2018, Jan. 3, 2019.



City of Hattiesburg, MS

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

Master

File Number: 2019-018

File ID: 2019-018

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Resolution authorizing acceptance of Temporary Construction Easements and to authorize manual check.

Final Action: 01/08/2019

Minute Book Number: MB 2019-4

Title:

Adopt a Resolution authorizing acceptance of Temporary Construction Easements and to authorize manual check payable to Community Bank for acquisition of property interests stated herein, and for related purposes.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-3

Sponsors:

Enactment Date:

Attachments: Temporary Construction Easements Exhibit 1A-B, Resolution - Acceptance Temporary Construction Easement, Community Bank, Executed Resolution 2019-1 authorizing acceptance of temp easement Community Bank - US Hwy 49-Arlington Loop

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-1) authorizing acceptance of Temporary Construction Easements and to authorize manual check payable to Community Bank for acquisition of property interests stated herein, and for related purposes.

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

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

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2019-018

Title

Adopt a Resolution authorizing acceptance of Temporary Construction Easements and to authorize manual check payable to Community Bank for acquisition of property interests stated herein, and for related purposes.

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lots 11, 12 & 13
Hattiesburg Heights 4th Survey
and also in the NW¼ of SW¼ of
S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENTS
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND THREE HUNDRED TWENTY FIVE AND 00/100 (\$11,325.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Community Bank, Ellisville, Mississippi** (herein "Grantor"), whose address is: P. O. Box 17617, Hattiesburg, MS 39404, Phone(601)261-2146, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, temporary construction easements for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

[See Exhibit "A" attached hereto]

A copy of the plat of survey relative to the above described temporary construction easements is attached hereto as Exhibit "B" and incorporated herein by reference.

The term of the temporary construction easements described herein shall run for a period of three (3) years following the date of issuance of the notice to proceed for the construction of U.S. 49/Arlington Loop Project.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature as duly authorized for and on behalf of Community Bank,
Ellisville, Mississippi, on this, the 18th day of September, 2018.

COMMUNITY BANK,
ELLISVILLE, MISSISSIPPI

By: [Signature]
Title: President

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said
county and state, on this 18 day of Sept, 2018, within my jurisdiction, the
within, named Daniel McArthur who acknowledged that s/he is the
President of Community Bank, Ellisville, Mississippi, and that in
said representative capacity s/he executed the above and foregoing instrument, after first
being duly authorized so to do.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

CONSTRUCTION EASEMENT NO. 1:

A PART OF LOT 13 & VACATED ALLEY, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4th SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 126.61 FEET; THENCE SOUTH, A DISTANCE OF 67.88 FEET TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 27.05 FEET; THENCE SOUTH 00°51'58" WEST, A DISTANCE OF 32.97 FEET; THENCE NORTH 89°40'55" WEST, A DISTANCE OF 27.03 FEET; THENCE NORTH 00°50'49" EAST, A DISTANCE OF 32.82 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 1
CONTAINING 0.020 ACRES, (889.39 SQUARE FEET), MORE OR LESS.

CONSTRUCTION EASEMENT NO. 2:

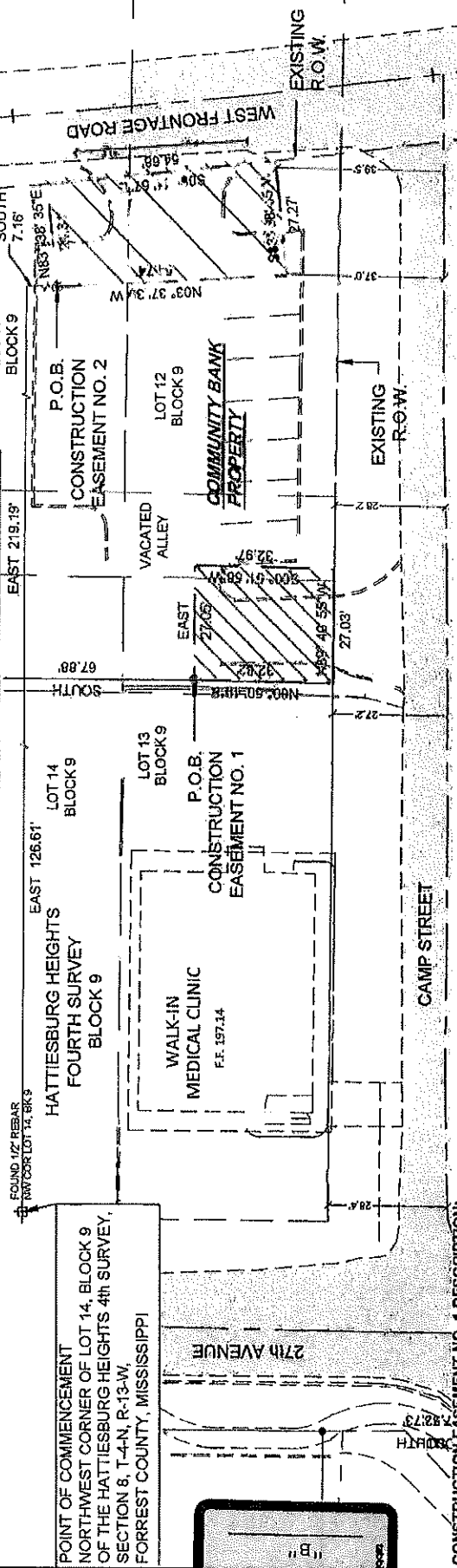
A PART OF LOT 11 & 12, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4th SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 219.19 FEET; THENCE SOUTH, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°38'35" EAST, A DISTANCE OF 24.34 FEET; THENCE SOUTH 06°41'57" EAST, A DISTANCE OF 54.68 FEET; THENCE SOUTH 83°38'35" WEST, A DISTANCE OF 27.27 FEET; THENCE NORTH 03°37'39" WEST, A DISTANCE OF 54.74 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 2
CONTAINING 0.032 ACRES, (1,410.80 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.

TEMPORARY CONSTRUCTION EASEMENT FOR COMMUNITY BANK CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 14, BLOCK 9
OF THE HATTIESBURG HEIGHTS 4TH SURVEY,
SECTION 8, T-4-N, R-13-W,
FORREST COUNTY, MISSISSIPPI

CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:

A PART OF LOT 13 & VACATED ALLEY, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 126.61 FEET; THENCE SOUTH, A DISTANCE OF 67.88 FEET TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 27.05 FEET; THENCE S 00°51'58" W, A DISTANCE OF 32.57 FEET; THENCE N 89°40'55" W, A DISTANCE OF 27.08 FEET; THENCE N 00°50'49" E, A DISTANCE OF 32.82 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 1 CONTAINING 0.020 ACRES, (889.39 SQUARE FEET), MORE OR LESS.

CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:

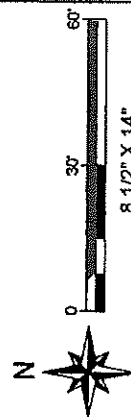
A PART OF LOT 11 & 12, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST CO., MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 219.19 FEET; THENCE SOUTH, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING; THENCE N 83°38'35" E, A DISTANCE OF 24.34 FEET; THENCE S 06°41'57" E, A DISTANCE OF 54.68 FEET; THENCE S 83°38'35" W, A DISTANCE OF 27.27 FEET; THENCE N 03°37'39" W, A DISTANCE OF 54.74 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 2 CONTAINING 0.032 ACRES, (1,410.80 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.

LEGEND	
	REQUIRED CONST. EASEMENT
	EXISTING ROAD
	EXISTING CENTERLINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING EDGE OF ROAD
	RIGHT-OF-WAY MARKER
	P.O.B.
	POINT OF COMMENCEMENT

WALKER SURVEYING & ENGINEERING 2025 Hardy Street, Hattiesburg, MS 39401 601/553-2127		DRAWN BY:	BLL	DATE:	5-17-2016
		CHECKED BY:	DEW	DRAWING NO.:	
		JOB NO.:	178-11	SHEET	1 OF 1



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of January, 2019, the following resolution:

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF TEMPORARY CONSTRUCTION
EASEMENTS, TO AUTHORIZE MANUAL CHECK TO ACQUIRE THE
PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED
PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easements as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Community Bank, Ellisville, Mississippi, (herein “Grantor”), the amount of \$11,325.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Temporary Construction Easements necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easements as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Temporary Construction Easements in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$11,325.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$11,325.00, payable to Community Bank, Ellisville, Mississippi, as fair and just compensation for the grant of the Temporary Construction Easements, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of January, 2019.

ATTESTED:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-1

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF TEMPORARY CONSTRUCTION
EASEMENTS, TO AUTHORIZE MANUAL CHECK PAYABLE
COMMUNITY BANK FOR ACQUISITION OF PROPERTY INTERESTS
STATED HEREIN, AND FOR RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easements as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Community Bank, Ellisville, Mississippi, (herein “Grantor”), the amount of \$11,325.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Temporary Construction Easements necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easements as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Temporary Construction Easements in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$11,325.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$11,325.00, payable to Community Bank, Ellisville, Mississippi, as fair and just compensation for the grant of the Temporary Construction Easements, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Council member George, seconded by Council member Brown, and was adopted by the following roll call vote:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

WHEREUPON, the President declared the motion carried and the Resolution adopted this

the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF THE COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of **January, 2019**.

ATTESTED:



CITY CLERK

APPROVED:



MAYOR

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lots 11, 12 & 13
Hattiesburg Heights 4th Survey
and also in the NW¼ of SW¼ of
S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENTS
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND THREE HUNDRED TWENTY FIVE AND 00/100 (\$11,325.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Community Bank, Ellisville, Mississippi** (herein "Grantor"), whose address is: P. O. Box 17617, Hattiesburg, MS 39404, Phone(601)261-2146, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, temporary construction easements for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

[See Exhibit "A" attached hereto]

A copy of the plat of survey relative to the above described temporary construction easements is attached hereto as Exhibit "B" and incorporated herein by reference.

The term of the temporary construction easements described herein shall run for a period of three (3) years following the date of issuance of the notice to proceed for the construction of U.S. 49/Arlington Loop Project.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.



WITNESS MY signature as duly authorized for and on behalf of Community Bank,
Ellisville, Mississippi, on this, the 18th day of September, 2018.

COMMUNITY BANK,
ELLISVILLE, MISSISSIPPI

By: [Signature]
Title: President

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said
county and state, on this 18 day of Sept, 2018, within my jurisdiction, the
within named DANIEL MONTGOMERY who acknowledged that s/he is the
President of Community Bank, Ellisville, Mississippi, and that in
said representative capacity s/he executed the above and foregoing instrument, after first
being duly authorized so to do.



My Commission Expires _____

[Signature]
NOTARY PUBLIC

EXHIBIT "A"

CONSTRUCTION EASEMENT NO. 1:

A PART OF LOT 13 & VACATED ALLEY, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4th SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 126.61 FEET; THENCE SOUTH, A DISTANCE OF 67.88 FEET TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 27.05 FEET; THENCE SOUTH 00°51'58" WEST, A DISTANCE OF 32.97 FEET; THENCE NORTH 89°40'55" WEST, A DISTANCE OF 27.03 FEET; THENCE NORTH 00°50'49" EAST, A DISTANCE OF 32.82 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 1
CONTAINING 0.020 ACRES, (889.39 SQUARE FEET), MORE OR LESS.

CONSTRUCTION EASEMENT NO. 2:

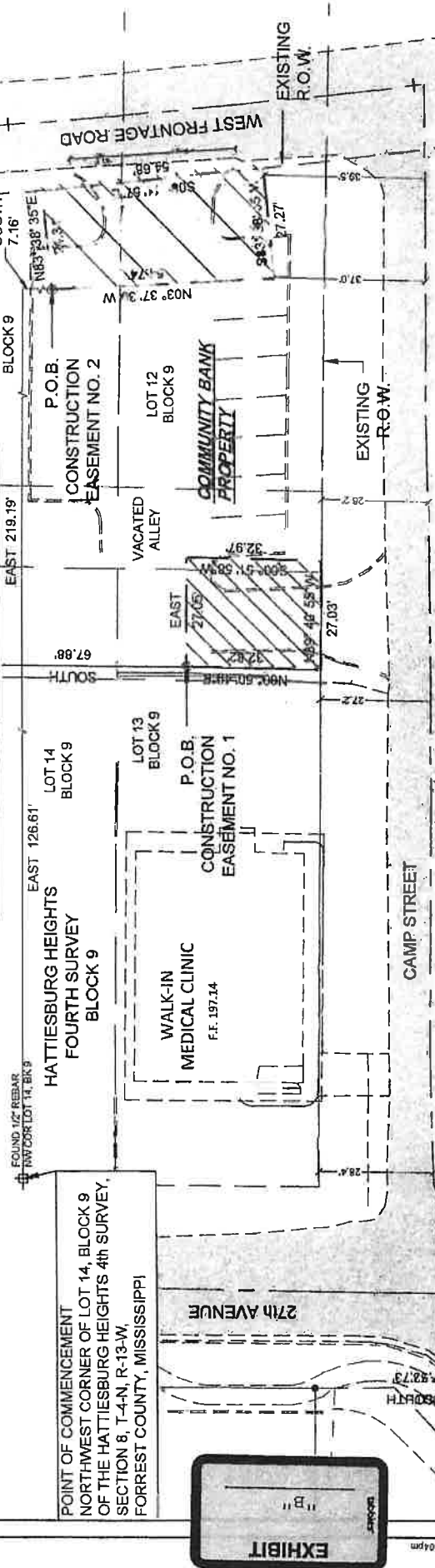
A PART OF LOT 11 & 12, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4th SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 219.19 FEET; THENCE SOUTH, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°38'35" EAST, A DISTANCE OF 24.34 FEET; THENCE SOUTH 06°41'57" EAST, A DISTANCE OF 54.68 FEET; THENCE SOUTH 83°38'35" WEST, A DISTANCE OF 27.27 FEET; THENCE NORTH 03°37'39" WEST, A DISTANCE OF 54.74 FEET BACK TO THE POINT OF BEGINNING;

SAID CONSTRUCTION EASEMENT NO. 2
CONTAINING 0.032 ACRES, (1,410.80 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.

TEMPORARY CONSTRUCTION EASEMENT FOR COMMUNITY BANK
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 14, BLOCK 9
OF THE HATTIESBURG HEIGHTS 4TH SURVEY,
SECTION 8, T-4-N, R-13-W,
FORREST COUNTY, MISSISSIPPI

CONSTRUCTION EASEMENT NO. 1 DESCRIPTION:
A PART OF LOT 13 & VACATED ALLEY, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 126.61 FEET; THENCE SOUTH, A DISTANCE OF 67.88 FEET TO THE POINT OF BEGINNING; THENCE EAST, A DISTANCE OF 27.05 FEET; THENCE S 00°51'58" W, A DISTANCE OF 32.97 FEET; THENCE N 89°40'55" W, A DISTANCE OF 27.03 FEET; THENCE N 00°50'49" E, A DISTANCE OF 32.82 FEET BACK TO THE POINT OF BEGINNING;
SAID CONSTRUCTION EASEMENT NO. 1 CONTAINING 0.020 ACRES, (889.38 SQUARE FEET), MORE OR LESS.

CONSTRUCTION EASEMENT NO. 2 DESCRIPTION:
A PART OF LOT 11 & 12, BLOCK 9, AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST CO., MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHWEST CORNER OF LOT 14, BLOCK 9 AS PER MAP OR PLAT HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN EAST, A DISTANCE OF 219.19 FEET; THENCE SOUTH, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING; THENCE N 83°38'35" E, A DISTANCE OF 24.34 FEET; THENCE S 06°41'57" E, A DISTANCE OF 54.68 FEET; THENCE S 83°38'35" W, A DISTANCE OF 27.27 FEET; THENCE N 03°37'39" W, A DISTANCE OF 54.74 FEET BACK TO THE POINT OF BEGINNING;
SAID CONSTRUCTION EASEMENT NO. 2 CONTAINING 0.032 ACRES, (1,410.80 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.

LEGEND

[Symbol]	REQUIRED CONST. EASEMENT
[Symbol]	EXISTING ROAD
[Symbol]	EXISTING CENTERLINE
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	EXISTING RIGHT-OF-WAY
[Symbol]	EXISTING EDGE OF ROAD
[Symbol]	RIGHT-OF-WAY MARKER
[Symbol]	POINT OF BEGINNING
[Symbol]	POINT OF COMMENCEMENT

DRAWN BY: BILL		DATE: 5-17-2016
CHECKED BY: DEW		DRAWING NO.:
JOB NO.: 178-11		SHEET 1 OF 1

WALKER ASSOCIATES
2205 HIGBY STREET, HATTIESBURG, MS 39401 601/565-2127

8 1/2" X 14"



City of Hattiesburg, MS

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

Master

File Number: 2019-019

File ID: 2019-019

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Resolution authorizing acceptance of a Permanent Right of Way Easement and to authorize manual check

Final Action: 01/08/2019

Minute Book Number: MB 2019-5

Title:

Adopt a Resolution authorizing acceptance of a Permanent Right of Way Easement and to authorize manual check payable to Tammy Gargis for acquisition of property interests stated herein, and for related purposes.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: Permanent Right WayEasement exhibit 1A, Resolution - Acceptance Permanent Right of Way Easement, Tammy Gargis, Executed Resolution 2019-2 authorizing acceptance of permanent easement Tammy Gargis - US Hwy 49-Arlington Loop

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-2) authorizing acceptance of a Permanent Right of Way Easement and to authorize manual check payable to Tammy Gargis for acquisition of property interests stated herein, and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-019

Title

Adopt a Resolution authorizing acceptance of a Permanent Right of Way Easement and to authorize manual check payable to Tammy Gargis for acquisition of property interests stated herein, and for related purposes.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: a part of the NW¼
of S17-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERMANENT RIGHT OF WAY EASEMENT
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND FOUR HUNDRED SEVENTY AND NO/100 (\$7,470.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Tammy Gargis**, (herein "Grantor"), whose address is: 93 Godfrey Road, Purvis, MS 39475, Phone (601)606-3352, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, a permanent right of way easement for municipal uses, including roadway and installation and relocation of utilities in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

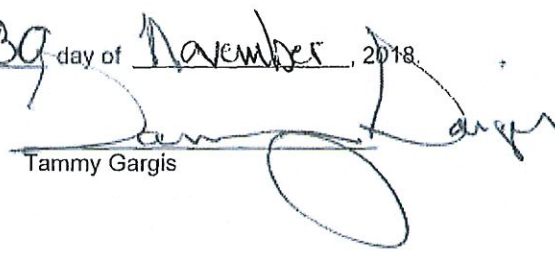
Commence at a found ½" rebar marking the northeast corner of Lot 11, Block 2 of said Morningside Heights Subdivision; thence run S 89°22'23" E, a distance of 10.02 feet to a point in the center of a vacated alley and the Point of Beginning; thence run S 89°22'23" E, a distance of 26.48 feet along the existing south right-of-way of Adeline Street (a public road); thence S 41°41'48" E, a distance of 12.69 feet along the west right-of-way line of the West Frontage Road of U.S. 49 Highway; thence S 66°54'41" W, a distance of 23.50 feet; thence N 83°15'30" W, a distance of 12.43 feet to the center of said vacated alley; thence along the center of vacated alley, N 03°06'56" W, a distance of 17.55 feet back to the Point of Beginning; said Right-of-Way containing 0.011 acres, (498.05 square feet) more or less.

A copy of the plat of survey relative to the above described property is attached hereto as Exhibit "A" and incorporated herein by reference.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and

all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature on this, the 30 day of November, 2018.


Tammy Gargis

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this 30 day of November 2018, within my jurisdiction, the within named Tammy Gargis, who acknowledged that she executed the above and foregoing instrument.


NOTARY PUBLIC

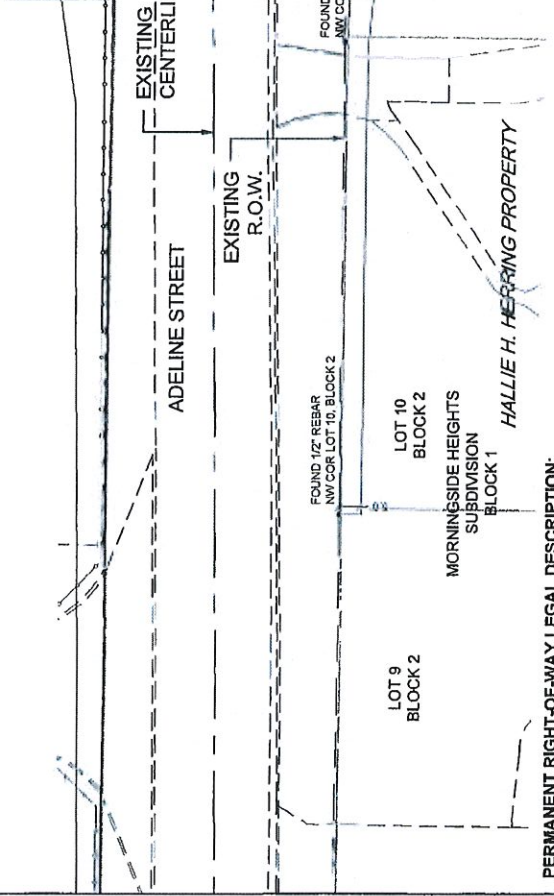


**PERMANENT RIGHT-OF-WAY DESCRIPTION TAMMY GARGIS PROPERTY
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI**

POINT OF COMMENCEMENT
NORTHEAST CORNER OF LOT 11, BLOCK 2
OF THE HATTIESBURG HEIGHTS 4th SURVEY,
SECTION 17, T-4-N, R-13-W,
FORREST COUNTY, MISSISSIPPI

LEGEND

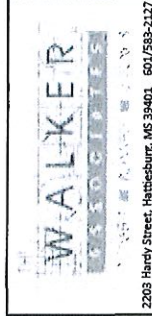
- REQUIRED RIGHT-OF-WAY
- EXISTING ROAD
- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING EDGE OF ROAD
- RIGHT-OF-WAY MARKER
- POINT OF BEGINNING
- P.O.B.
- P.O.C.



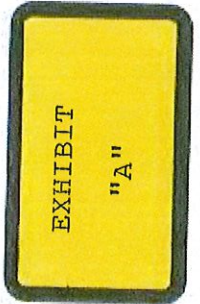
PERMANENT RIGHT-OF-WAY LEGAL DESCRIPTION:

A PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 11, BLOCK 2 OF SAID MORNINGSIDE HEIGHTS SUBDIVISION; THENCE RUN S 89°22'23" E, A DISTANCE OF 10.02 FEET TO A POINT IN THE CENTER OF A VACATED ALLEY AND THE POINT OF BEGINNING; THENCE RUN S 89°22'23" E, A DISTANCE OF 26.48 FEET ALONG THE EXISTING SOUTH RIGHT-OF-WAY OF ADELINE STREET (A PUBLIC ROAD); THENCE S 41°41'48" E, A DISTANCE OF 12.69 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF THE WEST FRONTAGE ROAD OF U.S. 49 HIGHWAY; THENCE S 66°54'41" W, A DISTANCE OF 23.50 FEET; THENCE N 83°15'30" W, A DISTANCE OF 12.43 FEET TO THE CENTER OF SAID VACATED ALLEY; THENCE ALONG THE CENTER OF VACATED ALLEY, N 03°06'56" W, A DISTANCE OF 17.55 FEET BACK TO THE POINT OF BEGINNING;
SAID RIGHT-OF-WAY CONTAINING 0.011 ACRES, (488.05 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.



DRAWN BY:	BLL	DATE:	5-17-2016
CHECKED BY:	DEW	PARCEL NO.:	2-0398-17-066.00
JOB NO.:	DECD-0018(14)BO	SHEET	1 OF 1



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of January, 2019, the following resolution:

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF A PERMANENT RIGHT OF WAY
EASEMENT, TO AUTHORIZE MANUAL CHECK TO ACQUIRE THE
PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED
PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Permanent Right of Way Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Tammy Gargis, (herein “Grantor”), the amount of \$7,470.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Permanent Right of Way Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Permanent Right of Way Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Permanent Right of Way Easement in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$7,470.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$7,470.00, payable to Tammy Gargis, as fair and just compensation for the grant of the Permanent Right of Way Easement, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
The 8th day of January, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-2

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF A PERMANENT RIGHT OF WAY
EASEMENT, TO AUTHORIZE MANUAL CHECK PAYABLE TAMMY
GARGIS FOR ACQUISITION OF PROPERTY INTERESTS STATED
HEREIN, AND FOR RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Permanent Right of Way Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Tammy Gargis, (herein “Grantor”), the amount of \$7,470.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Permanent Right of Way Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Permanent Right of Way Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Permanent Right of Way Easement in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$7,470.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$7,470.00, payable to Tammy Gargis, as fair and just compensation for the grant of the Permanent Right of Way Easement, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Council member George, seconded by Council member Brown, and was adopted by the following roll call vote:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

WHEREUPON, the President declared the motion carried and the Resolution adopted this

the 8th day of January, 2019.

(SEAL)

ATTEST:



CLERK OF THE COUNCIL

ADOPTED:



COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of **January, 2019**.

ATTESTED:



CITY CLERK

APPROVED:



MAYOR

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: a part of the NW¼
of S17-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERMANENT RIGHT OF WAY EASEMENT
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND FOUR HUNDRED SEVENTY AND NO/100 (\$7,470.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Tammy Gargis**, (herein "Grantor"), whose address is: 93 Godfrey Road, Purvis, MS 39475, Phone (601)606-3352, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, a permanent right of way easement for municipal uses, including roadway and installation and relocation of utilities in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a found ½" rebar marking the northeast corner of Lot 11, Block 2 of said Morningside Heights Subdivision; thence run S 89°22'23" E, a distance of 10.02 feet to a point in the center of a vacated alley and the Point of Beginning; thence run S 89°22'23" E, a distance of 26.48 feet along the existing south right-of-way of Adeline Street (a public road); thence S 41°41'48" E, a distance of 12.69 feet along the west right-of-way line of the West Frontage Road of U.S. 49 Highway; thence S 66°54'41" W, a distance of 23.50 feet; thence N 83°15'30" W, a distance of 12.43 feet to the center of said vacated alley; thence along the center of vacated alley, N 03°06'56" W, a distance of 17.55 feet back to the Point of Beginning; said Right-of-Way containing 0.011 acres, (498.05 square feet) more or less.

A copy of the plat of survey relative to the above described property is attached hereto as Exhibit "A" and incorporated herein by reference.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and

1

EXHIBIT

"1"

all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature on this, the 30 day of November, 2018.

Tammy Gargis
Tammy Gargis

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this 30 day of November 2018, within my jurisdiction, the within named Tammy Gargis, who acknowledged that she executed the above and foregoing instrument.

Shirley M. Fautner
NOTARY PUBLIC

My Commission Expires June 20 2019

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 99448
SHIRLEY M. FAUTNER
Commission Expires
June 20, 2019
COVINGTON COUNTY

PERMANENT RIGHT-OF-WAY DESCRIPTION TAMMY GARGIS PROPERTY
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

LEGEND

- REQUIRED RIGHT-OF-WAY
- EXISTING ROAD
- EXISTING CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING EDGE OF ROAD
- RIGHT-OF-WAY MARKER
- POINT OF BEGINNING
- P.O.B.
- P.O.C.

POINT OF COMMENCEMENT
NORTHEAST CORNER OF LOT 11, BLOCK 2
OF THE HATTIESBURG HEIGHTS 4th SURVEY,
SECTION 17, T-4-N, R-13-W,
FORREST COUNTY, MISSISSIPPI

EXISTING
CENTERLINE

ADELINE STREET

EXISTING
R.O.W.

FOUND 1/2" REBAR
NW COR LOT 10, BLOCK 2

LOT 9
BLOCK 2

LOT 10
BLOCK 2

MORNINGSIDE HEIGHTS
SUBDIVISION
BLOCK 1

FOUND 1/2" REBAR
NW COR LOT 11, BLOCK 2

FOUND 1/2" REBAR
NE COR LOT 11, BLOCK 2

P.O.C.

N03° 06' 55"W
17.55'

S89° 22' 23"E
10.02'

P.O.B.

S89° 22' 23"E
12.69'

S41° 41' 48"E
12.69'

N83° 15' 30"W
12.43'

VACATED ALLEY
PER TITLE DOCUMENTS

TAMMY GARGIS PROPERTY

FORREST GENERAL HOSPITAL PROPERTY

HALLIE H. HERRING PROPERTY

PERMANENT RIGHT-OF-WAY LEGAL DESCRIPTION:

A PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 11, BLOCK 2 OF SAID MORNINGSIDE HEIGHTS SUBDIVISION; THENCE RUN S 89°22'23" E, A DISTANCE OF 10.02 FEET TO A POINT IN THE CENTER OF A VACATED ALLEY AND THE POINT OF BEGINNING; THENCE RUN S 89°22'23" E, A DISTANCE OF 26.48 FEET ALONG THE EXISTING SOUTH RIGHT-OF-WAY OF ADELINE STREET (A PUBLIC ROAD); THENCE S 41°41'48" E, A DISTANCE OF 12.69 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF THE WEST FRONTAGE ROAD OF U.S. 49 HIGHWAY; THENCE S 66°54'41" W, A DISTANCE OF 23.50 FEET; THENCE N 83°15'30" W, A DISTANCE OF 12.43 FEET TO THE CENTER OF SAID VACATED ALLEY; THENCE ALONG THE CENTER OF VACATED ALLEY, N 03°06'56" W, A DISTANCE OF 17.55 FEET BACK TO THE POINT OF BEGINNING;
SAID RIGHT-OF-WAY CONTAINING 0.011 ACRES, (498.05 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.



8 1/2" X 14"

WALKER

2203 Hardy Street, Hattiesburg, MS 39401 601/583-2127

DRAWN BY:	BLL	DATE:	5-17-2016
CHECKED BY:	DEW	PARCEL NO.:	2-0398-17-066.00
JOB NO.:	DECD-0018(14)BO	SHEET	1 OF 1

EXHIBIT
"A"



City of Hattiesburg, MS

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

Master

File Number: 2019-023

File ID: 2019-023

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Resolution authorizing acceptance of Permanent Right of Way Easement and Temporary Construction Easement

Final Action: 01/08/2019

Minute Book Number: MB 2019-4-5

Title:

Adopt a Resolution authorizing acceptance of Permanent Right of Way Easement and Temporary Construction Easement and to authorize manual check payable to Jeanne H. Herring for acquisition of property interests stated herein, and for related purposes.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: Perm rt of way Exhibit 1A-B, Resolution - Acceptance Permanent Right of Way Easement, Jeanne Harris Herring, Executed Resolution 2019-3 authorizing acceptance of permanent right of way Jeanne H Herring - US Hwy 49-Arlington Loop

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-3) authorizing acceptance of Permanent Right of Way Easement and Temporary Construction Easement and to authorize manual check payable to Jeanne H. Herring for acquisition of property interests stated herein, and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-023

Title

Adopt a Resolution authorizing acceptance of Permanent Right of Way Easement and Temporary Construction Easement and to authorize manual check payable to Jeanne H. Herring for acquisition of property interests stated herein, and for related purposes.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lot 10, Block 2,
Morningside Heights Subdivision,
and also in the NW1/4 of
S17-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

**PERMANENT RIGHT-OF-WAY EASEMENT and TEMPORARY
CONSTRUCTION EASEMENT**

[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND EIGHT HUNDRED FIFTY FIVE THOUSAND AND NO/100 (\$20,855.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Jeanne H. Herring a/k/a Hallie Jeanne Harris Herring**, (herein "Grantor"), whose address is: 2504 Adeline St., Hattiesburg, MS 39401, Phone: (601) 244-9744, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601) 545-4540, a permanent easement for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 10, Block 2, as per map or plat of Morningside Heights Subdivision, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Begin at a found ½" rebar marking the Northwest corner of Lot 10, Block 2 of said Morningside Heights Subdivision; thence run S 89°24'20" E, a distance of 100.07 feet along the existing south Right-of-Way line of Adeline Street (a public road); thence S 03°11'36"E, a distance of 5.07 feet along said East property line; thence N 83°15'30" W, a distance of 0.92 feet; thence N 89°22'23" W, a distance of 99.45 feet; thence N 00°08'09" E, a distance of 4.91 feet back to the Point of Beginning. Said Right-of-Way containing 0.011 acres, (494.68 square feet) more or less.



A copy of the plat of survey relative to the above described permanent easement is attached hereto as Exhibit AA@ and incorporated herein by reference.

Also for and in consideration of the sum set forth herein, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee a temporary construction easement, in, on, over, across and to the following land and property situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 10, Block 2, as per map or plat of Morningside Heights Subdivision, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a found 1" iron pipe marking the Northwest corner of Lot 10, Block 2 of said Morningside Heights Subdivision, Forrest County, Mississippi; thence along the Westerly line of Lot 10 Block 2, run S 00°10'41" W a distance of 5.09 feet to a set ½ inch rebar, being the point of beginning of a temporary construction easement; thence along the proposed Southerly right-of-way line of Adeline Street as shown in State Aid Project Number DECD-0018(35)BO, run S 89°22'23" E a distance of 99.51 feet to a set ½ inch rebar; thence continue along the proposed Southerly right-of-way line of Adeline Street as shown in referenced project, run S 83°15'30" E a distance of 0.51 feet to a set ½ inch rebar on the Easterly line of Lot 10, Block 2; thence along the Easterly line of Lot 10, Block 2, run S 00°13'46" W a distance of 28.96 feet to a set ½ inch rebar; thence, run West a distance of 100.00 feet to a set ½ inch rebar on the Westerly line of Lot 10, Block 2; thence along the Westerly line of Lot 10, Block 2, run N 00°10'41" E a distance of 30.11 feet and back to the point of beginning. Said construction easement containing 0.068 acres, (2956 square feet) more or less.

A copy of the plat of survey relative to the Temporary Construction Easement is attached hereto as Exhibit "B" and incorporated herein by reference.

The Temporary Construction Easement is granted to and accepted by the Grantee, subject to the following terms and conditions:

- (1.) No portable restrooms may be located on Grantor's property or any portion of any easement granted herein during construction.
- (2.) The Temporary Construction Easement will automatically terminate upon completion and acceptance by the Grantee of all work related to Adeline Street.
- (3.) The general contractor will provide Grantor with advance notice of the date for construction of any culverts upon any easement granted herein.
- (4.) Ingress and egress to and from Grantor's property will remain open during construction of the Project.

(5.) The driveway will be reconstructed in the manner and configuration reflected on the plans identified as the Hallie Herring Driveway Repair and attached hereto and incorporated herein as Exhibit C.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature on this, the 27th day of September, 2018.

Hallie H. Herring
Jeanne H. Herring
a/k/a Hallie Jeanne Harris Herring

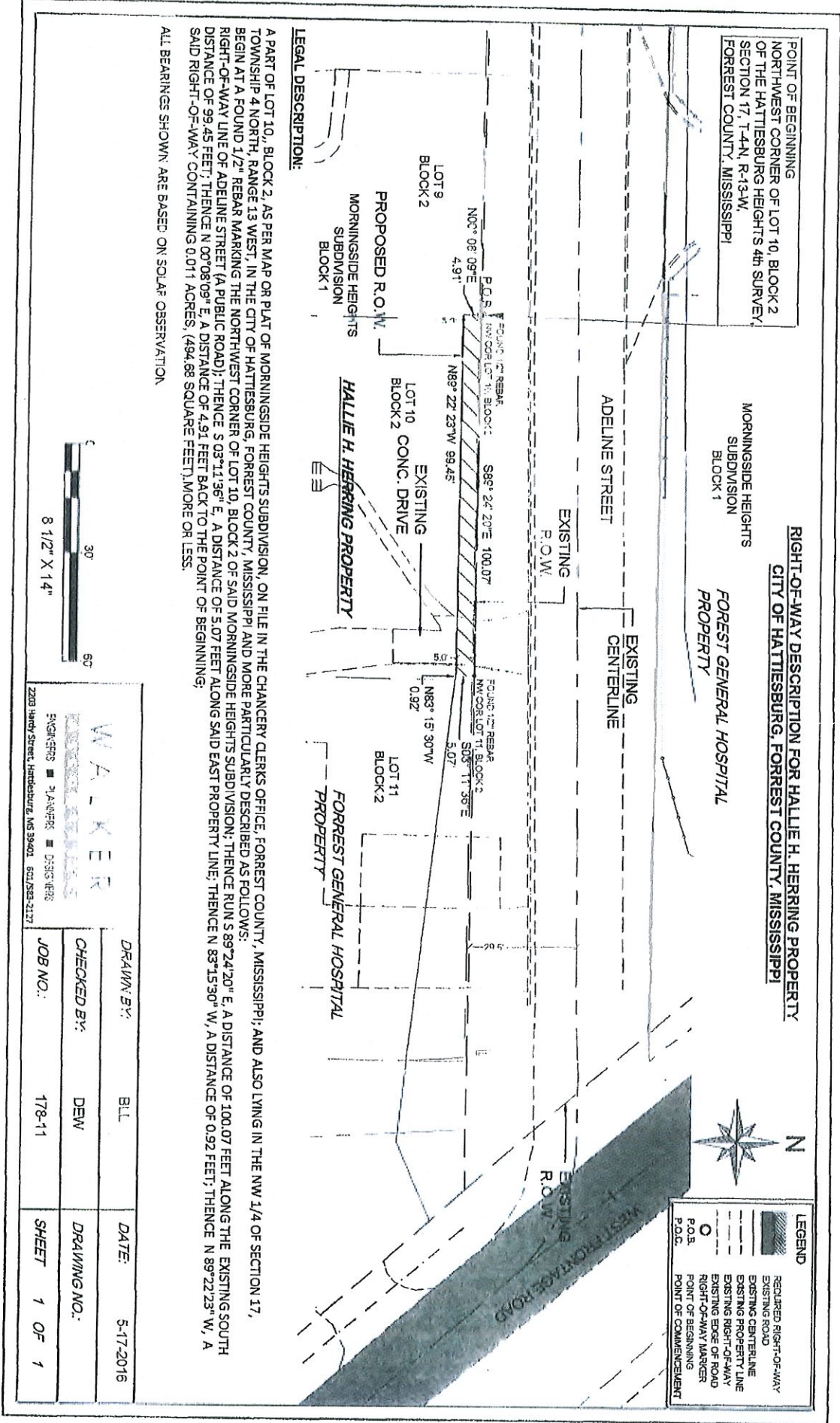
STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this 27th day of September, 2018, within my jurisdiction, the within named Jeanne H. Herring a/k/a Hallie Jeanne Harris Herring, who acknowledged that she executed the above and foregoing instrument.

Marlana K. Moss
NOTARY PUBLIC

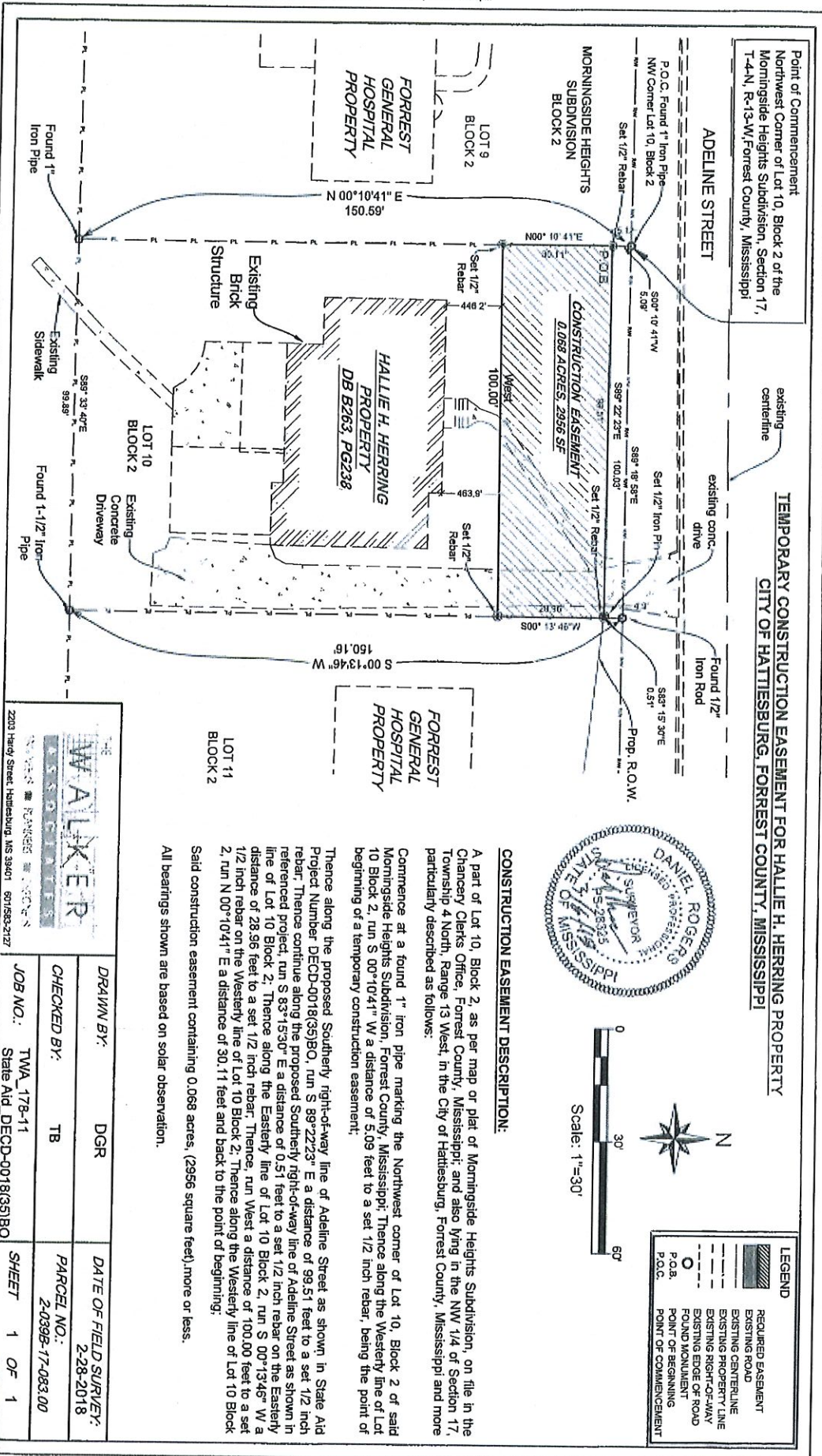
My Commission Expires:





EXHIBIT

"A"



EXHIBIT

"B"

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of January, 2019, the following resolution:

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF PERMANENT RIGHT-OF-WAY
EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, TO
AUTHORIZE MANUAL CHECK TO ACQUIRE THE PROPERTY
INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Permanent Right-of-Way and Temporary Construction Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Jeanne H. Herring, also known as Hallie Jeanne Harris Herring (herein “Grantor”), the amount of \$20,855.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Permanent Right-of-Way Easement and Temporary Construction Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Permanent Right-of-Way Easement and Temporary Construction Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Permanent Right-of-Way Easement and Temporary Construction Easement in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$20,855.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$20,855.00, payable to Jeanne H. Herring, also known as Hallie Jeanne Harris Herring, as fair and just compensation for the grant of the Permanent Right-of-Way Easement and Temporary Construction Easement, a copy of which is attached as Exhibit "1."

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of January, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-3

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF PERMANENT RIGHT-OF-WAY
EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT, TO
AUTHORIZE MANUAL CHECK PAYABLE JEANNE H. HERRING FOR
ACQUISITION OF PROPERTY INTERESTS STATED HEREIN, AND FOR
RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Permanent Right-of-Way and Temporary Construction Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Jeanne H. Herring, also known as Hallie Jeanne Harris Herring (herein “Grantor”), the amount of \$20,855.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Permanent Right-of-Way Easement and Temporary Construction Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Permanent Right-of-Way Easement and Temporary Construction Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Permanent Right-of-Way Easement and Temporary Construction Easement in the land records in

the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City's manual check in the amount of \$20,855.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$20,855.00, payable to Jeanne H. Herring, also known as Hallie Jeanne Harris Herring, as fair and just compensation for the grant of the Permanent Right-of-Way Easement and Temporary Construction Easement, a copy of which is attached as Exhibit "1."

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Council member George, seconded by Council Vice President Dryden, and was adopted by the following roll call vote:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

WHEREUPON, the President declared the motion carried and the Resolution adopted this

the 8th day of January, 2019.

(SEAL)

ATTEST:


CLERK OF THE COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of **January, 2019**.

ATTESTED:



CITY CLERK

APPROVED:



MAYOR

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lot 10, Block 2,
Morningside Heights Subdivision.
and also in the NW1/4 of
S17-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

**PERMANENT RIGHT-OF-WAY EASEMENT and TEMPORARY
CONSTRUCTION EASEMENT**

[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND EIGHT HUNDRED FIFTY FIVE THOUSAND AND NO/100 (\$20,855.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Jeanne H. Herring a/k/a Hallie Jeanne Harris Herring**, (herein "Grantor"), whose address is: 2504 Adeline St., Hattiesburg, MS 39401, Phone: (601) 244-5744, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, a permanent easement for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 10, Block 2, as per map or plat of Morningside Heights Subdivision, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Begin at a found ½" rebar marking the Northwest corner of Lot 10, Block 2 of said Morningside Heights Subdivision; thence run S 89°24'20" E, a distance of 100.07 feet along the existing south Right-of-Way line of Adeline Street (a public road); thence S 03°11'36"E, a distance of 5.07 feet along said East property line; thence N 83°15'30" W, a distance of 0.92 feet; thence N 89°22'23" W, a distance of 99.45 feet; thence N 00°08'09" E, a distance of 4.91 feet back to the Point of Beginning. Said Right-of-Way containing 0.011 acres, (494.68 square feet) more or less.



A copy of the plat of survey relative to the above described permanent easement is attached hereto as Exhibit AA@ and incorporated herein by reference.

Also for and in consideration of the sum set forth herein, Grantor does hereby grant, bargain, sell, convey and warrant unto the Grantee a temporary construction easement, in, on, over, across and to the following land and property situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 10, Block 2, as per map or plat of Morningside Heights Subdivision, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of Section 17, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a found 1" iron pipe marking the Northwest corner of Lot 10, Block 2 of said Morningside Heights Subdivision, Forrest County, Mississippi; thence along the Westerly line of Lot 10 Block 2, run S 00°10'41" W a distance of 5.09 feet to a set ½ inch rebar, being the point of beginning of a temporary construction easement; thence along the proposed Southerly right-of-way line of Adeline Street as shown in State Aid Project Number DECD-0018(35)BO, run S 89°22'23" E a distance of 99.51 feet to a set ½ inch rebar; thence continue along the proposed Southerly right-of-way line of Adeline Street as shown in referenced project, run S 83°15'30" E a distance of 0.51 feet to a set ½ inch rebar on the Easterly line of Lot 10, Block 2; thence along the Easterly line of Lot 10, Block 2, run S 00°13'46" W a distance of 28.96 feet to a set ½ inch rebar; thence, run West a distance of 100.00 feet to a set ½ inch rebar on the Westerly line of Lot 10, Block 2; thence along the Westerly line of Lot 10, Block 2, run N 00°10'41" E a distance of 30.11 feet and back to the point of beginning. Said construction easement containing 0.068 acres, (2956 square feet) more or less.

A copy of the plat of survey relative to the Temporary Construction Easement is attached hereto as Exhibit "B" and incorporated herein by reference.

The Temporary Construction Easement is granted to and accepted by the Grantee, subject to the following terms and conditions:

- (1.) No portable restrooms may be located on Grantor's property or any portion of any easement granted herein during construction.
- (2.) The Temporary Construction Easement will automatically terminate upon completion and acceptance by the Grantee of all work related to Adeline Street.
- (3.) The general contractor will provide Grantor with advance notice of the date for construction of any culverts upon any easement granted herein.
- (4.) Ingress and egress to and from Grantor's property will remain open during construction of the Project.

(5.) The driveway will be reconstructed in the manner and configuration reflected on the plans identified as the Hallie Herring Driveway Repair and attached hereto and incorporated herein as Exhibit C.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature on this, the 27th day of September, 2018.

Hallie H. Herring
Jeanne H. Herring
a/k/a Hallie Jeanne Harris Herring

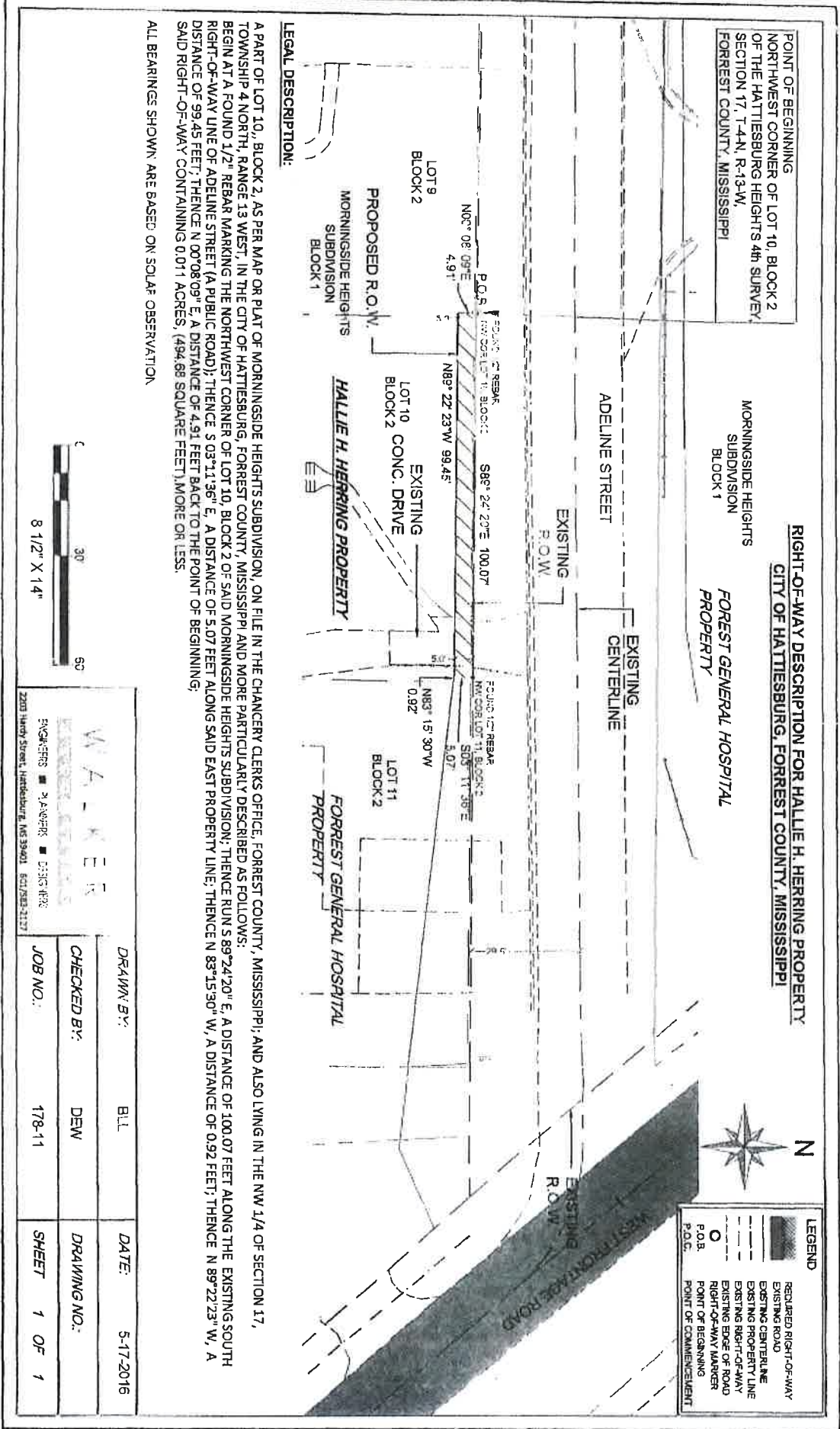
STATE OF MISSISSIPPI
COUNTY OF Lamar

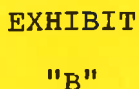
Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this 27th day of September, 2018, within my jurisdiction, the within named Jeanne H. Herring a/k/a Hallie Jeanne Harris Herring, who acknowledged that she executed the above and foregoing instrument.

Marlana K. Moss
NOTARY PUBLIC

My Commission Expires:









City of Hattiesburg, MS

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

Master

File Number: 2019-021

File ID: 2019-021

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Resolution authorizing acceptance of a Temporary Construction Easement

Final Action: 01/08/2019

Minute Book Number: MB 2019-5

Title:

Adopt a Resolution authorizing acceptance of A Temporary Construction Easement and to authorize manual check payable to Baker Eagle Properties, LP for acquisition of property interests stated herein, and for related purposes.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-6

Sponsors:

Enactment Date:

Attachments: Temporary construction Easement Exhibit 1, Resolution - Acceptance Temporary Construction Easement, Baker Eagle Properties, Executed Resolution 2019-4 authorizing acceptance of temp easement Baker Eagle Properties - US Hwy 49-Arlington Loop

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2019-4) authorizing acceptance of A Temporary Construction Easement and to authorize manual check payable to Baker Eagle Properties, LP for acquisition of property interests stated herein, and for related purposes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-021

Title

Adopt a Resolution authorizing acceptance of A Temporary Construction Easement and to authorize manual check payable to Baker Eagle Properties, LP for acquisition of property interests stated herein, and for related purposes.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lot 13, Block 9,
Hattiesburg Heights 4th Survey
and also in the NW¼ of SW¼ of
S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENT
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 (\$9,445.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BAKER EAGLE PROPERTIES, LP, a Mississippi limited partnership**, (herein "Grantor"), whose address is: 525 Corinne Street, Hattiesburg, MS 39401, Phone: (601)582-5015, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, a temporary construction easement in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 13, Block 9, as per map or plat of the Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of the SW¼ of



Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a found ½" rebar marking the Southwest corner of Lot 15, Block 9 as per map or plat of the Hattiesburg Heights 4th Survey; thence run S 01°45'33" W, a distance of 50.02 feet to the Point of Beginning; thence run S 89°40'55" E, a distance of 21.93 feet; thence S 00°42'53" E, a distance of 49.18 feet; thence S 89°42'05" E, a distance of 62.13 feet; thence N 01°53'18" E, a distance 15.71 feet; thence S 89°42'05" E, a distance of 39.63 feet; thence S 00°26'38" W, a distance of 17.55 feet; thence N 89°13'55" W, a distance of 124.97 feet; thence N 00°19'05" E, a distance of 50.00 feet back to the Point of Beginning; said Construction Easement containing 0.044 acres (1,918.49 square feet) more or less.

A copy of the plat of survey relative to the above described temporary construction easement is attached hereto as Exhibit "A" and incorporated herein by reference.

The temporary construction easement shall be used in connection with the municipal use in the Grantee's roadway work and relocation of utilities within the right-of-way of Arlington Loop and South 27th Avenue. When the roadway and relocation of utilities are complete, the Grantee shall repair and replace the parking lots and land covered by this temporary construction easement or December 31, 2021, which occurs first.

This temporary construction easement shall automatically terminate when the roadway, the relocation of utilities and the repair of the parking lots and land covered by this temporary easement are completed.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights-of-way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature as duly authorized for and on behalf of Baker Eagle Properties, LP, on this, the 21st day of November, 2018.

BAKER EAGLE PROPERTIES, LP
BY: BAKER MANAGEMENT, LLC
GENERAL PARTNERSHIP

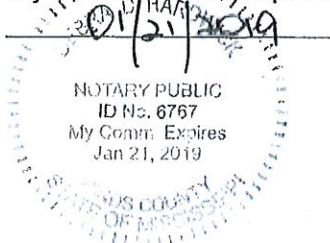
By: Suzanna Baker
Suzanna Baker, Member-Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of November, 2018, within my jurisdiction, the within named Suzanna Baker, who acknowledged that she is the Member-Manager of Baker Management, LLC, a Mississippi limited liability company, and that in said capacity she executed the above and foregoing instrument, after first being duly authorized by Baker Management, LLC to do so.

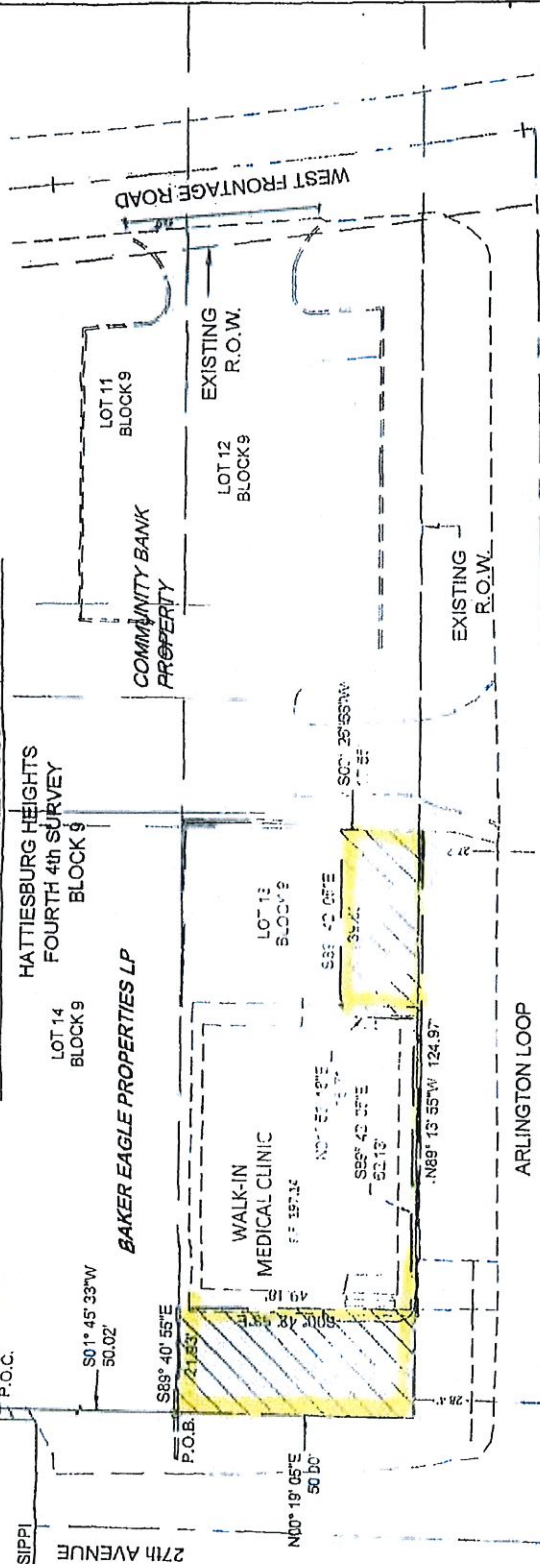
Delia D. Henderson
NOTARY PUBLIC

My Commission Expires:



FOUND 1/2" REBAR
S/W COR LOT 15 BLOCK S
P.O.C.

TEMPORARY CONSTRUCTION EASEMENT FOR BAKER EAGLE PROPERTIES LP
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



CONSTRUCTION EASEMENT DESCRIPTION:

A PART OF LOT 13, BLOCK 9, AS PER MAP OR PLAT OF THE HATTIESBURG HEIGHTS 4TH SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A COMMENCE AT A FOUND 1/2" REBAR MARKING THE SOUTHWEST CORNER OF LOT 15, BLOCK 9 AS PER MAP OR PLAT OF THE HATTIESBURG HEIGHTS 4TH SURVEY; THENCE RUN S 01°45'33" W, A DISTANCE OF 60.13 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89°40'55" E, A DISTANCE OF 21.93 FEET; THENCE S 07°42'53" E, A DISTANCE OF 49.18 FEET; THENCE S 89°42'05" E, A DISTANCE OF 52.32 FEET; THENCE N 01°53'18" E, A DISTANCE OF 15.71 FEET; THENCE S 89°42'05" E, A DISTANCE OF 39.63 FEET; THENCE S 00°72'58" W, A DISTANCE OF 17.55 FEET; THENCE N 85°13'55" W, A DISTANCE OF 124.97 FEET; THENCE N 00°19'05" E, A DISTANCE OF 50.00 FEET BACK TO THE POINT OF BEGINNING; SAID CONSTRUCTION EASEMENT CONTAINING 0.044 ACRES (1,918.49 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.

LEGEND

	REQUIRED CONST. EASEMENT
	EXISTING ROAD
	EXISTING CENTERLINE
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING EDGE OF ROAD
	RIGHT-OF-WAY MARKER
	POINT OF BEGINNING
	P.O.B.
	P.O.C.

EXHIBIT



8 1/2" X 14"

DATE:	5-17-2016
CHECKED BY:	DEW
JOB NO.:	178-11
DRAWING NO.:	
SHEET	1 OF 1

2203 Hardy Street, Hattiesburg, MS 39401 601/593 2127

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of January, 2019, the following resolution:

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF A TEMPORARY CONSTRUCTION
EASEMENT, TO AUTHORIZE MANUAL CHECK TO ACQUIRE THE
PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED
PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Baker Eagle Properties, LP (herein “Grantor”), the amount of \$9,445.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Temporary Construction Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Temporary Construction Easement in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$9,445.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$9,445.00, payable to Baker Eagle Properties, LP, as fair and just compensation for the grant of the Temporary Construction Easement, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 8TH day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
The 8th day of January, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-4

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF A TEMPORARY CONSTRUCTION
EASEMENT, TO AUTHORIZE MANUAL CHECK PAYABLE BAKER
EAGLE PROPERTIES, LP FOR ACQUISITION OF PROPERTY
INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easement as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Baker Eagle Properties, LP (herein “Grantor”), the amount of \$9,445.00, with the terms more particularly described in Exhibit “1,” as just compensation for the Temporary Construction Easement necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easement as identified in Exhibit “1” and that the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., is authorized to file the Temporary Construction Easement in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, after the delivery of the City’s manual check in the amount of \$9,445.00 to the Grantor.

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That a manual check shall issue in the amount of \$9,445.00, payable to Baker Eagle Properties, LP, as fair and just compensation for the grant of the Temporary Construction Easement, a copy of which is attached as Exhibit “1.”

SECTION 3: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 4: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Council Vice President Dryden, seconded by Council member Brown, and was adopted by the following roll call vote:

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

WHEREUPON, the President declared the motion carried and the Resolution adopted this

the 8th day of January, 2019.

(SEAL)

ATTEST:


CLERK OF THE COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of January, 2019.

ATTESTED:



CITY CLERK

APPROVED:



MAYOR

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lot 13, Block 9,
Hattiesburg Heights 4th Survey
and also in the NW¼ of SW¼ of
S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENT
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 (\$9,445.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BAKER EAGLE PROPERTIES, LP, a Mississippi limited partnership**, (herein "Grantor"), whose address is: 525 Corinne Street, Hattiesburg, MS 39401, Phone: (601)582-5015, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, a temporary construction easement in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

A part of Lot 13, Block 9, as per map or plat of the Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of the SW¼ of

PD.24942883.1

1



Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a found ½" rebar marking the Southwest corner of Lot 15, Block 9 as per map or plat of the Hattiesburg Heights 4th Survey; thence run S 01°45'33" W, a distance of 50.02 feet to the Point of Beginning; thence run S 89°40'55" E, a distance of 21.93 feet; thence S 00°42'53" E, a distance of 49.18 feet; thence S 89°42'05" E, a distance of 62.13 feet; thence N 01°53'18" E, a distance 15.71 feet; thence S 89°42'05" E, a distance of 39.63 feet; thence S 00°26'38" W, a distance of 17.55 feet; thence N 89°13'55" W, a distance of 124.97 feet; thence N 00°19'05" E, a distance of 50.00 feet back to the Point of Beginning; said Construction Easement containing 0.044 acres (1,918.49 square feet) more or less.

A copy of the plat of survey relative to the above described temporary construction easement is attached hereto as Exhibit "A" and incorporated herein by reference.

The temporary construction easement shall be used in connection with the municipal use in the Grantee's roadway work and relocation of utilities within the right-of-way of Arlington Loop and South 27th Avenue. When the roadway and relocation of utilities are complete, the Grantee shall repair and replace the parking lots and land covered by this temporary construction easement or December 31, 2021, which occurs first.

This temporary construction easement shall automatically terminate when the roadway, the relocation of utilities and the repair of the parking lots and land covered by this temporary easement are completed.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights-of-way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS MY signature as duly authorized for and on behalf of Baker Eagle Properties, LP, on this, the 21st day of November, 2018.

BAKER EAGLE PROPERTIES, LP
BY: BAKER MANAGEMENT, LLC
GENERAL PARTNERSHIP

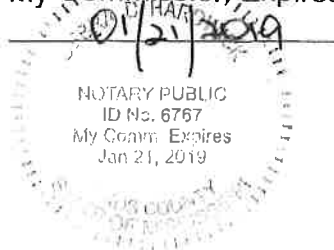
By: Suzanna Baker
Suzanna Baker, Member-Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of November 2018, within my jurisdiction, the within named Suzanna Baker, who acknowledged that she is the Member-Manager of Baker Management, LLC, a Mississippi limited liability company, and that in said capacity she executed the above and foregoing instrument, after first being duly authorized by Baker Management, LLC to do so.

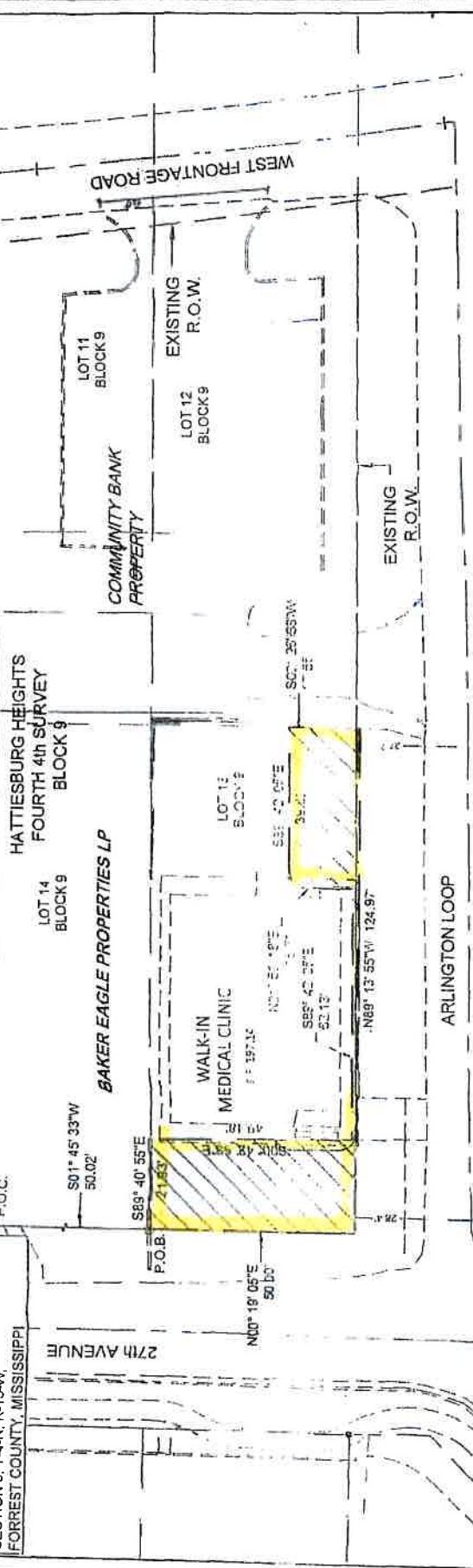
Dulha D. Henderson
NOTARY PUBLIC

My Commission Expires:



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF LOT 15, BLOCK 9
OF THE HATTIESBURG HEIGHTS 4th SURVEY
SECTION 8, T-4-N, R-13-W,
FORREST COUNTY, MISSISSIPPI

TEMPORARY CONSTRUCTION EASEMENT FOR BAKER EAGLE PROPERTIES LP
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



CONSTRUCTION EASEMENT DESCRIPTION:

A PART OF LOT 13, BLOCK 9, AS PER MAP OR PLAT OF THE HATTIESBURG HEIGHTS 4th SURVEY, ON FILE IN THE CHANCERY CLERKS OFFICE, FORREST COUNTY, MISSISSIPPI; AND ALSO LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND 1/2" REBAR MARKING THE SOUTHWEST CORNER OF LOT 15, BLOCK 9 AS PER MAP OR PLAT OF THE HATTIESBURG HEIGHTS 4th SURVEY; THENCE RUN S 01°45'33" W, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°40'55" E, A DISTANCE OF 21.93 FEET; THENCE S 07°42'53" E, A DISTANCE OF 49.18 FEET; THENCE S 89°42'05" E, A DISTANCE OF 52.13 FEET; THENCE N 01°53'18" E, A DISTANCE OF 15.71 FEET; THENCE S 89°42'05" E, A DISTANCE OF 39.63 FEET; THENCE S 00°25'38" W, A DISTANCE OF 17.55 FEET, THENCE N 89°13'55" W, A DISTANCE OF 124.97 FEET; THENCE N 00°19'05" E, A DISTANCE OF 50.00 FEET BACK TO THE POINT OF BEGINNING; SAID CONSTRUCTION EASEMENT CONTAINING 0.044 ACRES (1,918.49 SQUARE FEET), MORE OR LESS.

ALL BEARINGS SHOWN ARE BASED ON SOLAR OBSERVATION.



DATE:	5-17-2016
DRAWING NO.:	DEW
CHECKED BY:	178-11
JOB NO.:	178-11
SHEET	1 OF 1

2203 HATTIESBURG STREET, HATTIESBURG, MS 39402, 601.953.1127



City of Hattiesburg, MS

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

Master

File Number: 2019-022

File ID: 2019-022

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Resolution authorizing acceptance of Temporary
Construction Easements

Final Action: 01/08/2019

Minute Book Number: MB 2019-5

Title:

Adopt a Resolution authorizing acceptance of A Temporary Construction Easements and to authorize manual check payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee for acquisition of property interests stated herein, and to agree to take action with respect to the vacation of a portion of the right-of-way for Camp Street, and for related purposes.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-7

Sponsors:

Enactment Date:

Attachments: Temporary Construction Easement Camp st Exhibit
1A-B, Resolution - Acceptance Temporary
Construction Easement, Wells-Johnson-Jones,
Executed Resolution 2019-5 authorizing acceptance
of temp easement Jones Law Firm - US Hwy
49-Arlington Loop, I (#241) recorded deed

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-5) authorizing acceptance of A Temporary Construction Easements and to authorize manual check payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee for acquisition of property interests stated herein, and to agree to take action with respect to the vacation of a portion of the right-of-way for Camp Street, and for related purposes.

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

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

Nays: 0

Yea: 5 Council Member George
 Council Member Delgado
 Council President Carroll
 Council Vice President Dryden
 Council Member Brown

Text of Legislative File 2019-022

Title

Adopt a Resolution authorizing acceptance of A Temporary Construction Easements and to authorize manual check payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee for acquisition of property interests stated herein, and to agree to take action with respect to the vacation of a portion of the right-of-way for Camp Street, and for related purposes.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lots 1 & 24,
Block 19, Hattiesburg Heights
4th Survey in S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENTS
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Maria J. Wells, and Shaquetta L. Johnson, Individually and Vanessa Jones, d/b/a Jones Law Firm, Lessee**, (herein "Grantors"), whose address is: 736 Anela Court, Diamondhead, MS 39525, Phone:(601)582-9177, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, temporary construction easements for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Temporary Construction Easement 1:

A part of Lots 1 & 24, Block 19, and a 20 foot vacated alley as per map or plat entitled Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi and also lying in the NW¼ of the SW¼ of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a set "X" in concrete marking the Northeast corner of Lot 1, Block 19 of the Hattiesburg Heights 4th Survey; thence run along the south Right-of-Way line of Camp Street shown on said plat N 89°09'33" W, a distance of 118.95 feet to a found "X" in concrete being the Point of Beginning; thence run S 00°02'16" W, a distance of 15.77 feet passing through a set ½" rebar, and continuing for an additional 1.00 feet for a total distance of 16.77 feet; thence run N 89°11'09" W a distance of 45.78 feet to a set mag nail on the



easterly footprint of the existing brick building; thence along the easterly footprint of the existing building, run N 02°21'46" W, a distance of 3.60 feet to a set "X" in concrete at the Northeast corner of the footprint of the existing building; thence along the Northerly footprint of the existing brick building, run S 87°34'53" W, a distance of 44.83 feet to a set ½" rebar at the Northwest corner of the existing brick building; thence along the Westerly footprint of the existing brick building and the extension thereof, run S 02°22'06" E, a distance of 34.08 feet to a set "X" in concrete on the South line of Lot 24, Block 19 of said plat; thence N 89°08'02" W, a distance 8.74 feet along the South line of said Lot 24 to a found "X" in concrete on the East Right-of-Way line of U.S. Highway 49; thence in a Northwesterly direction along a curve to the right having a radius of 2770.83 feet and an arc length of 50.66 feet (chord bearing and distance of N 09°36'30" W, 50.66 feet) along the East Right-of-Way of U.S. Highway 49 to a found ½" rebar on the South Right-of-Way of Camp Street; thence along the South Right-of-Way of Camp Street S 89°08'02" E, a distance of 106.52 feet back to the Point of Beginning. Said Construction Easement contains 0.046 acres (2,025 square feet) more or less.

Temporary Construction Easement 2:

A part of Lots 1 & 24, Block 19, and a 20 foot vacated alley as per map or plat entitled Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of the SW¼ of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a set "X" in concrete marking the Northeast corner of Lot 1, Block 19 of the Hattiesburg Heights 4th Survey; thence run along the South Right-of-Way line of Camp Street as shown on said plat N 89°09'33" W, a distance of 118.95 feet to a found "X" in concrete; thence run S 00°02'16" W, a distance of 15.77 feet passing through a set ½" rebar and continuing for an additional 1.00 feet for a total distance of 16.77 feet to the Point of Beginning; thence run S 00°02'16" W, a distance of 33.24 feet to a found ½" rebar on the South line of said Lot 1; thence run along the South line of said Lots 1 and 24 N 88°53'32" W, a distance of 44.40 feet to a set "X" in concrete on the Southerly extension of the Easterly building footprint of a 1 story brick building; thence along the Easterly footprint and extension thereof of the existing brick building, run N 02°21'46" W, a distance of 32.56 feet to a set mag nail; thence run S 89°11'09" E, a distance of 45.78 feet back to the Point of Beginning. Said Construction Easement containing 0.034 acres (1,493 square feet) more or less.

A copy of the plat of survey relative to the above described temporary construction easements is attached hereto as Exhibit "A" and incorporated herein by reference.

The term of the temporary construction easements described herein shall run for a period of three (3) years following the date of issuance of the notice to proceed for the construction of U.S.49/Arlington Loop Project.

As additional consideration for the conveyances herein, Grantee hereby

covenants and agrees to vacate a portion of Camp Street situated adjacent and contiguous to the property owned by Grantors herein, which vacation shall be completed not later than one (1) year from the date of completion of construction for the U.S. 49/Arlington Loop Project. The description for the area to be vacated is set forth in that certain plat of survey attached hereto as Exhibit "B" and incorporated herein by reference.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS our signatures on this, the 25th day of September, 2018.

GRANTORS:

Maria J. Wells
Maria J. Wells

Shaquitta L. Johnson
Shaquitta L. Johnson
Vanessa J. Jones
Vanessa Jones
d/b/a Jones Law Firm

GRANTEE:

CITY OF HATTIESBURG

By: _____
Toby Barker

Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for and for the County and State aforesaid, Toby Barker, Mayor of City of Hattiesburg, who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of The City of Hattiesburg, Mississippi having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Maria J. Wells, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Shaquetta L. Johnson, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____

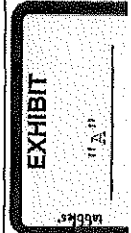
STATE OF MISSISSIPPI
COUNTY OF FORREST

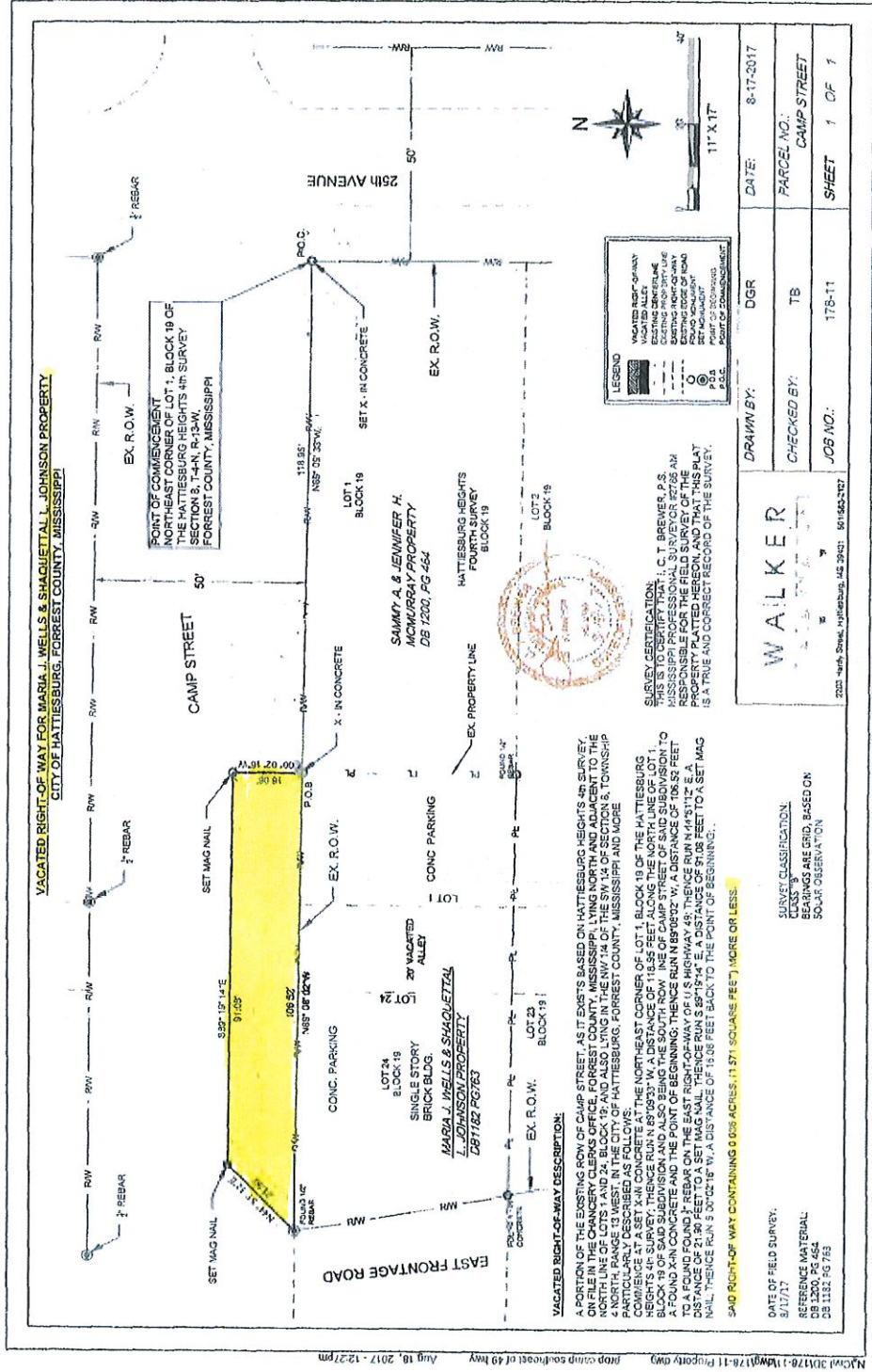
Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Vanessa Jones, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____





There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of January, 2019, the following resolution:

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF TEMPORARY CONSTRUCTION
EASEMENTS, TO AUTHORIZE MANUAL CHECKS TO ACQUIRE THE
PROPERTY INTERESTS STATED HEREIN, AND TO AGREE TO TAKE
ACTION WITH RESPECT TO THE VACATION OF A PORTION OF THE
RIGHT-OF-WAY FOR CAMP STREET, AND FOR RELATED PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easements as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee (collectively the “Grantors”), the total amount of \$35,000.00, together with the City’s agreement to vacate that portion of the right-of-way for Camp Street which abuts the Grantors’ property, with the terms more particularly described in Exhibit “1,” all as just compensation for the temporary construction easements necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easements as identified in Exhibit “1” and that the City is authorized to execute the original Temporary Construction Easements currently held in trust by the City’s Special Legal Counsel, Hugh D. Keating (“Keating”) with the law firm of Dukes, Dukes, Keating & Faneca, P.A., with the original to be returned to Keating to hold in

trust and record after the delivery of the City’s manual check in the amount of \$35,000.00 to the Grantors, following which Keating is authorized to file the Temporary Construction Easements in the land records in the office of the Chancery Clerk of Forrest County, Mississippi;

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That Toby Barker, Mayor of the City, is authorized to execute the original Temporary Construction Easements, his signature being necessary to evidence the ratification of the City’s agreement to vacate that certain portion of the right-of-way of Camp Street, as more particularly described on Exhibit “1,” and that the fully executed original shall be returned to Keating for filing in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, upon delivery to the Grantors of the just compensation described in Section 3.

SECTION 3: That a manual check shall issue in the amount of \$35,000.00, payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee as fair and just compensation, together with the vacation of a portion of Camp Street, as detailed in Section 2, for the grant of the Temporary Construction Easements, a copy of which is attached as Exhibit “1.”

SECTION 4: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney’s Office with respect to negotiations with the Owners herein identified.

SECTION 5: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this The 8TH day of January, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-5

**A RESOLUTION BY THE HATTIESBURG CITY COUNCIL, TO
AUTHORIZE ACCEPTANCE OF TEMPORARY CONSTRUCTION
EASEMENTS, TO AUTHORIZE MANUAL CHECKS PAYABLE TO MARIA
J. WELLS AND SHAQUETTA L. JOHNSON, INDIVIDUALLY, AND
VANESSA JONES, D/B/A JONES LAW FIRM, LESSEE FOR ACQUISITION
OF PROPERTY INTERESTS STATED HEREIN, AND TO AGREE TO
TAKE ACTION WITH RESPECT TO THE VACATION OF A PORTION OF
THE RIGHT-OF-WAY FOR CAMP STREET, AND FOR RELATED
PURPOSES.**

WHEREAS, the City of Hattiesburg (the “City”) heretofore approved a project to improve traffic flow and public safety in and around the area of US Highway 49/Arlington Loop, which work is commonly known or referred to as the “US Highway 49/Arlington Loop Project” and referred to herein after as “the Project”; and

WHEREAS, in order to complete this Project, which was previously declared to be for a public purpose, the City must acquire real property interests and right of way easements; and

WHEREAS, pursuant to authority of the Mayor and City Council of the City (the “Governing Authority”), the City obtained appraisals performed by Jonathan Null, MAI, a licensed and certified general real estate appraiser in the City of Hattiesburg, with review appraisals performed by John B. “Jeb” Stewart, SR/WA, a licensed and certified general real estate appraiser in the City of Hattiesburg to determine the fair market value of compensation and damages (i.e., just compensation) for the acquisition of the fee interests and right of way easements and temporary construction easements from the owners and properties within the Project boundaries, including the Temporary Construction Easements as attached as Exhibit “1,” incorporated herein by reference, and that the City shall pay to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee (collectively the “Grantors”), the total amount of \$35,000.00, together with the City’s agreement to vacate that portion of the right-of-way for Camp Street which abuts the Grantors’ property, with the terms more particularly described in Exhibit “1,” all as just compensation for the temporary construction easements necessitated by the Project; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Hattiesburg find that the compensation set forth in the preceding recital is a fair and just compensation for the grant of the Temporary Construction Easements as identified in Exhibit “1”

and that the City is authorized to execute the original Temporary Construction Easements currently held in trust by the City's Special Legal Counsel, Hugh D. Keating ("Keating") with the law firm of Dukes, Dukes, Keating & Faneca, P.A., with the original to be returned to Keating to hold in trust and record after the delivery of the City's manual check in the amount of \$35,000.00 to the Grantors, following which Keating is authorized to file the Temporary Construction Easements in the land records in the office of the Chancery Clerk of Forrest County, Mississippi;

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

SECTION 1: That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2: That Toby Barker, Mayor of the City, is authorized to execute the original Temporary Construction Easements, his signature being necessary to evidence the ratification of the City's agreement to vacate that certain portion of the right-of-way of Camp Street, as more particularly described on Exhibit "1," and that the fully executed original shall be returned to Keating for filing in the land records in the office of the Chancery Clerk of Forrest County, Mississippi, upon delivery to the Grantors of the just compensation described in Section 3.

SECTION 3: That a manual check shall issue in the amount of \$35,000.00, payable to Maria J. Wells and Shaquetta L. Johnson, individually, and Vanessa Jones, d/b/a Jones Law Firm, Lessee as fair and just compensation, together with the vacation of a portion of Camp Street, as detailed in Section 2, for the grant of the Temporary Construction Easements, a copy of which is attached as Exhibit "1."

SECTION 4: The Governing Authority hereby ratifies and approves any and all actions previously taken by the Special Counsel, Hugh D. Keating with the law firm of Dukes, Dukes, Keating & Faneca, P.A., and the City Attorney's Office with respect to negotiations with the Owners herein identified.

SECTION 5: This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Hattiesburg City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Council Vice President Dryden, seconded by Council member George, and was adopted by the following roll call vote:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

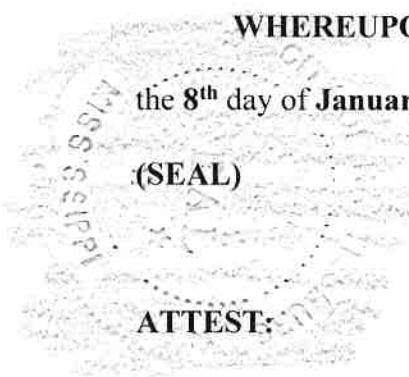
None

WHEREUPON, the President declared the motion carried and the Resolution adopted this
the 8th day of January, 2019.

(SEAL)

ATTEST:

ADOPTED:




CLERK OF THE COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the 8th day of January, 2019.

ATTESTED:

APPROVED:


CITY CLERK


MAYOR

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lots 1 & 24,
Block 19, Hattiesburg Heights
4th Survey in S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENTS
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Maria J. Wells, and Shaquetta L. Johnson, Individually and Vanessa Jones, d/b/a Jones Law Firm, Lessee**, (herein "Grantors"), whose address is: 736 Anela Court, Diamondhead, MS 39525, Phone:(601)582-9177, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, temporary construction easements for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Temporary Construction Easement 1:

A part of Lots 1 & 24, Block 19, and a 20 foot vacated alley as per map or plat entitled Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi and also lying in the NW¼ of the SW¼ of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a set "X" in concrete marking the Northeast corner of Lot 1, Block 19 of the Hattiesburg Heights 4th Survey; thence run along the south Right-of-Way line of Camp Street shown on said plat N 89°09'33" W, a distance of 118.95 feet to a found "X" in concrete being the Point of Beginning; thence run S 00°02'16" W, a distance of 15.77 feet passing through a set ½" rebar, and continuing for an additional 1.00 feet for a total distance of 16.77 feet; thence run N 89°11'09" W a distance of 45.78 feet to a set mag nail on the



easterly footprint of the existing brick building; thence along the easterly footprint of the existing building, run N 02°21'46" W, a distance of 3.60 feet to a set "X" in concrete at the Northeast corner of the footprint of the existing building; thence along the Northerly footprint of the existing brick building, run S 87°34'53" W, a distance of 44.83 feet to a set ½" rebar at the Northwest corner of the existing brick building; thence along the Westerly footprint of the existing brick building and the extension thereof, run S 02°22'06" E, a distance of 34.08 feet to a set "X" in concrete on the South line of Lot 24, Block 19 of said plat; thence N 89°08'02" W, a distance 8.74 feet along the South line of said Lot 24 to a found "X" in concrete on the East Right-of-Way line of U.S. Highway 49; thence in a Northwesterly direction along a curve to the right having a radius of 2770.83 feet and an arc length of 50.66 feet (chord bearing and distance of N 09°36'30" W, 50.66 feet) along the East Right-of-Way of U.S. Highway 49 to a found ½" rebar on the South Right-of-Way of Camp Street; thence along the South Right-of-Way of Camp Street S 89°08'02" E, a distance of 106.52 feet back to the Point of Beginning. Said Construction Easement contains 0.046 acres (2,025 square feet) more or less.

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A copy of the plat of survey relative to the above described temporary construction easements is attached hereto as Exhibit "A" and incorporated herein by reference.

The term of the temporary construction easements described herein shall run for a period of three (3) years following the date of issuance of the notice to proceed for the construction of U.S. 49/Arlington Loop Project.

As additional consideration for the conveyances herein, Grantee hereby

covenants and agrees to vacate a portion of Camp Street situated adjacent and contiguous to the property owned by Grantors herein, which vacation shall be completed not later than one (1) year from the date of completion of construction for the U.S. 49/Arlington Loop Project. The description for the area to be vacated is set forth in that certain plat of survey attached hereto as Exhibit "B" and incorporated herein by reference.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS our signatures on this, the 25th day of September, 2018.

GRANTORS:

Maria J. Wells
Maria J. Wells
Shaquitta L. Johnson
Shaquitta L. Johnson
Vanessa J. Jones
Vanessa Jones
d/b/a Jones Law Firm

GRANTEE:

CITY OF HATTIESBURG

By: Toby Barker

Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for and for the County and State aforesaid, Toby Barker, Mayor of City of Hattiesburg, who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of The City of Hattiesburg, Mississippi having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the ____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Maria J. Wells, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Shaquetta L. Johnson, who acknowledged that she executed the above and foregoing instrument.

Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____



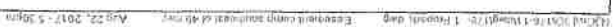
STATE OF MISSISSIPPI
COUNTY OF FORREST

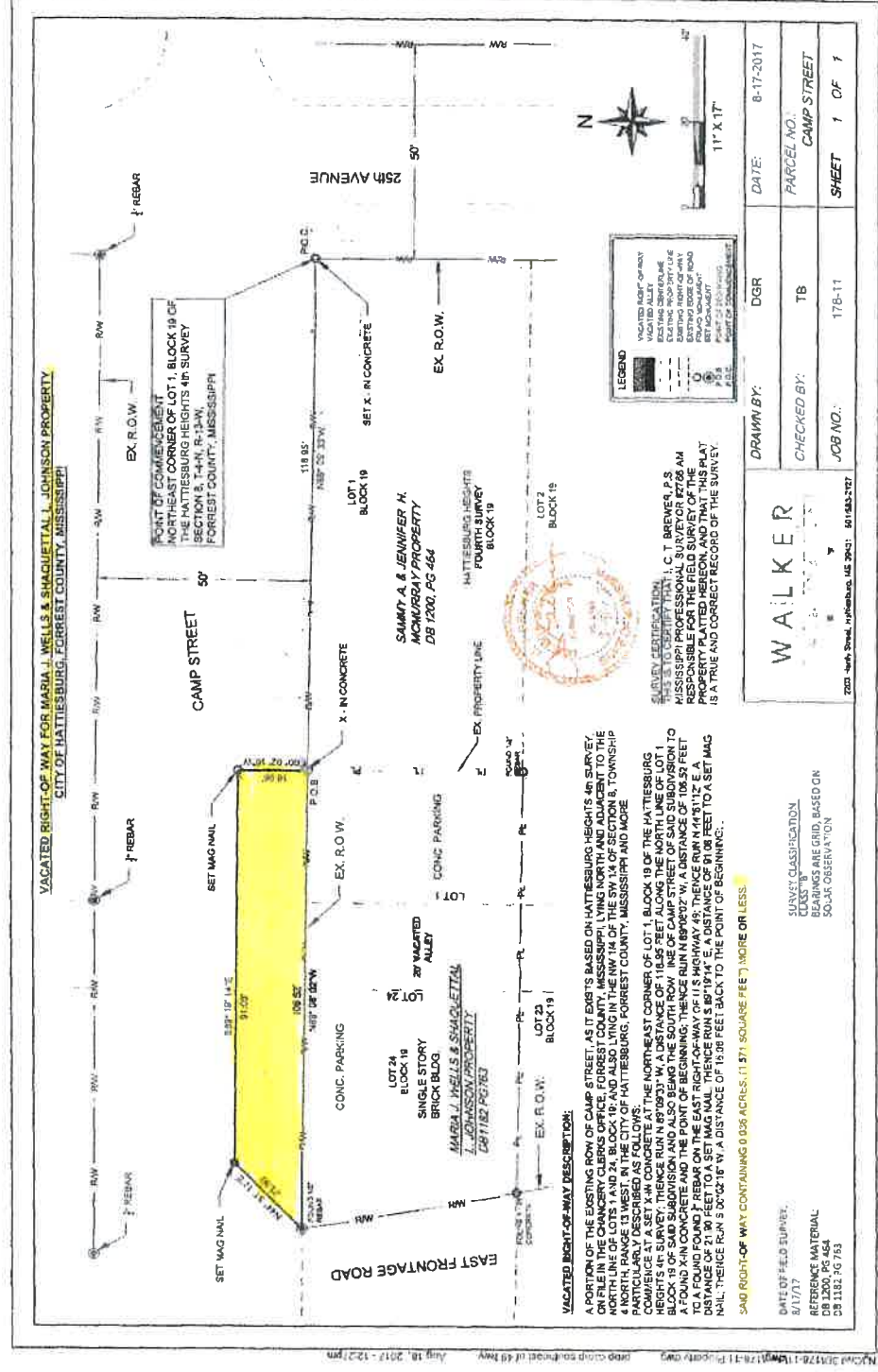
Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Vanessa Jones, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____







DEED

Bk:1305 Page:250-255

RCD: 02/13/2019 @ 2:44:59 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Document prepared by and return to:
Hugh D. Keating, MSB No. 3536
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Suite 601
Gulfport, MS 39501
Telephone: (228) 868-1111
File #2710.0415

Index In: Part of Lots 1 & 24,
Block 19, Hattiesburg Heights
4th Survey in S8-T4N-R13W.

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENTS
[City of Hattiesburg – U.S. 49/Arlington Loop Project]

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Maria J. Wells, and Shaquetta L. Johnson, Individually and Vanessa Jones, d/b/a Jones Law Firm, Lessee, (herein "Grantors")**, whose address is: 736 Anela Court, Diamondhead, MS 39525, Phone:(601)582-9177, hereby grants, bargains, sells, conveys and warrants unto the **City of Hattiesburg, Mississippi**, a municipal corporation organized and existing according to the laws of the State of Mississippi, (herein "Grantee"), whose address is: Post Office Box 1898, Hattiesburg, MS 39403-1898, Phone (601)545-4540, temporary construction easements for municipal uses, including roadway and installation and relocation of utilities, in, to, on, over and across the following described land and property, situated and being in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Temporary Construction Easement 1:

A part of Lots 1 & 24, Block 19, and a 20 foot vacated alley as per map or plat entitled Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi and also lying in the NW¼ of the SW¼ of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a set "X" in concrete marking the Northeast corner of Lot 1, Block 19 of the Hattiesburg Heights 4th Survey; thence run along the south Right-of-Way line of Camp Street shown on said plat N 89°09'33" W, a distance of 118.95 feet to a found "X" in concrete being the Point of Beginning; thence run S 00°02'16" W, a distance of 15.77 feet passing through a set ½" rebar, and continuing for an additional 1.00 feet for a total distance of 16.77 feet; thence run N 89°11'09" W, a distance of 45.78 feet to a set mag nail on the

easterly footprint of the existing brick building; thence along the easterly footprint of the existing building, run N 02°21'46" W, a distance of 3.60 feet to a set "X" in concrete at the Northeast corner of the footprint of the existing building; thence along the Northerly footprint of the existing brick building, run S 87°34'53" W, a distance of 44.83 feet to a set ½" rebar at the Northwest corner of the existing brick building; thence along the Westerly footprint of the existing brick building and the extension thereof, run S 02°22'06" E, a distance of 34.08 feet to a set "X" in concrete on the South line of Lot 24, Block 19 of said plat; thence N 89°08'02" W, a distance 8.74 feet along the South line of said Lot 24 to a found "X" in concrete on the East Right-of-Way line of U.S. Highway 49; thence in a Northwesterly direction along a curve to the right having a radius of 2770.83 feet and an arc length of 50.66 feet (chord bearing and distance of N 09°36'30" W, 50.66 feet) along the East Right-of-Way of U.S. Highway 49 to a found ½" rebar on the South Right-of-Way of Camp Street; thence along the South Right-of-Way of Camp Street S 89°08'02" E, a distance of 106.52 feet back to the Point of Beginning. Said Construction Easement contains 0.046 acres (2,025 square feet) more or less.

Temporary Construction Easement 2:

A part of Lots 1 & 24, Block 19, and a 20 foot vacated alley as per map or plat entitled Hattiesburg Heights 4th Survey, on file in the Chancery Clerk's office, Forrest County, Mississippi; and also lying in the NW¼ of the SW¼ of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi and more particularly described as follows:

Commence at a set "X" in concrete marking the Northeast corner of Lot 1, Block 19 of the Hattiesburg Heights 4th Survey; thence run along the South Right-of-Way line of Camp Street as shown on said plat N 89°09'33" W, a distance of 118.95 feet to a found "X" in concrete; thence run S 00°02'16" W, a distance of 15.77 feet passing through a set ½" rebar and continuing for an additional 1.00 feet for a total distance of 16.77 feet to the Point of Beginning; thence run S 00°02'16" W, a distance of 33.24 feet to a found ½" rebar on the South line of said Lot 1; thence run along the South line of said Lots 1 and 24 N 88°53'32" W, a distance of 44.40 feet to a set "X" in concrete on the Southerly extension of the Easterly building footprint of a 1 story brick building; thence along the Easterly footprint and extension thereof of the existing brick building, run N 02°21'46" W, a distance of 32.56 feet to a set mag nail; thence run S 89°11'09" E, a distance of 45.78 feet back to the Point of Beginning. Said Construction Easement containing 0.034 acres (1,493 square feet) more or less.

A copy of the plat of survey relative to the above described temporary construction easements is attached hereto as Exhibit "A" and incorporated herein by reference.

The term of the temporary construction easements described herein shall run for a period of three (3) years following the date of issuance of the notice to proceed for the construction of U.S.49/Arlington Loop Project.

As additional consideration for the conveyances herein, Grantee hereby

covenants and agrees to vacate a portion of Camp Street situated adjacent and contiguous to the property owned by Grantors herein, which vacation shall be completed not later than one (1) year from the date of completion of construction for the U.S. 49/Arlington Loop Project. The description for the area to be vacated is set forth in that certain plat of survey attached hereto as Exhibit "B" and incorporated herein by reference.

This conveyance is subject to any and all restrictions or covenants of record and presently existing or recorded easements or rights of way, and is less and except any and all prior recorded oil, gas, or other mineral rights, granted, reserved, or excepted by present or prior owners.

WITNESS our signatures on this, the 25th day of September, 2018.

GRANTORS:

Maria J. Wells
Maria J. Wells

Shaquetta L. Johnson
Shaquetta L. Johnson

Vanessa J. Jones
Vanessa Jones
d/b/a Jones Law Firm

GRANTEE:

CITY OF HATTIESBURG

By: Toby Barker
Toby Barker

Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for and for the County and State aforesaid, Toby Barker, Mayor of City of Hattiesburg, who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of The City of Hattiesburg, Mississippi having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the 11 day of February, 2018.

My Commission Expires:
10/19/2021



Zachary Carey Jones
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Maria J. Wells, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Shaquetta L. Johnson, who acknowledged that she executed the above and foregoing instrument.

Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____



STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of Sept., 2018, within my jurisdiction, the within named Vanessa Jones, who acknowledged that she executed the above and foregoing instrument.



Sharon A. Thompson
NOTARY PUBLIC

My Commission Expires: _____



City of Hattiesburg, MS

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

Master

File Number: 2019-014

File ID: 2019-014

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: 2016 Bond Requisition No. 33

Final Action: 01/08/2019

Minute Book Number: MB 2019-5-6

Title:

Adopt a Resolution authorizing Requisition No. 33 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-8

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 33, Executed Resolution 2019-6 authorizing Requisition 33

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-8) authorizing Requisition No. 33 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-014

Title

Adopt a Resolution authorizing Requisition No. 33 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

2016 Bond Requisition No. 33

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **33** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 33 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **33** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$696,831.32** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **33** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Six Hundred Ninety-Six Thousand Eight Hundred Thirty-One and 32/100 dollars (\$696,831.32)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **33** in the total aggregate amount **Six Hundred Ninety-Six Thousand Eight Hundred Thirty-One and 32/100 dollars (\$696,831.32)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th day of January, 2019.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th day of January, 2019.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 33

DATE OF REQUISITION: 1/8/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	267,668.46	Pay Est 4	Sewer Improvements Ph VIII - Camp St. Area Period: 11/1/18 - 11/30/18 MB: 2018-108
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	71,929.36	Pay Est 10	Sewer Improvements Ph V Period: 10/1/18 - 10/31/18 MB: 2017-403
3	Dozer, LLC P O Box 2031 Natchez, MS 39121	093695.7210.05	357,233.50	Pay Est 1	South Lagoon Bridge Replacement Project Period: Through 12/17/18 MB: 2018-144-145
			<u>696,831.32</u>		



Engineering Progress

December 11, 2018

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

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$267,668.46.

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 'John T. Weeks', is written over the word 'Sincerely,'.

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

093495.7220.70
MB 2018-108

Contractor's Application For Payment No. 4

Change Order Summary

1. ORIGINAL CONTRACT PRICE	\$	3,721,611.76
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	1,402,025.48
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	48,333.08
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	48,333.08
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	1,353,692.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,086,023.94
8. AMOUNT DUE THIS APPLICATION	\$	267,668.46
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	2,367,919.36

Payment of:

\$267,668.46

(line 8 or other - attach
signature)
(Engineer)

(Engineer)

(Date)

Payment of:

\$267,668.46

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4						
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18						
	A		B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	325.43	\$ 15,796.37	\$ 7,990.39	\$ 23,786.77	23%	\$ 78,584.09
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	1544.63	\$ 78,714.34	\$ 18,060.54	\$ 96,774.88	34%	\$ 187,378.08
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	2143.28	\$ 114,408.29	\$ 3,663.39	\$ 118,071.67	75%	\$ 39,986.51
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	556.53	\$ 31,059.94	\$ 1,372.99	\$ 32,432.92	67%	\$ 15,731.11
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	34.99	\$ 2,079.81	\$ 958.76	\$ 3,038.57	21%	\$ 11,761.99
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00			\$ 176.00	\$ 176.00	14%	\$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	100.00	\$ 5,406.00	\$ 1,767.04	\$ 7,173.04	38%	\$ 11,802.02
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	72%	\$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	243.71	\$ 14,356.96		\$ 14,356.96	102%	\$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20			\$ 915.20	\$ 915.20	11%	\$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76			\$ 56.32	\$ 56.32	1%	\$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	18.00	\$ 1,432.26	\$ 10,291.92	\$ 11,724.18	38%	\$ 18,830.70
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20			\$ 562.40	\$ 562.40	32%	\$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00			\$ 953.00	\$ 953.00	36%	\$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70			\$ 1,143.60	\$ 1,143.60	35%	\$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	3972.00	\$ 14,418.36		\$ 14,418.36	37%	\$ 24,241.14
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40						\$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	6358.86	\$ 9,156.76	\$ 14,585.32	\$ 23,742.08	86%	\$ 3,838.24
SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	2.00	\$ 4,679.60	\$ 3,507.96	\$ 8,187.56	56%	\$ 5,851.24
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	6.00	\$ 18,241.02	\$ 26,468.52	\$ 44,709.54	46%	\$ 52,575.90
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	6.00	\$ 20,950.26	\$ 2,382.00	\$ 23,332.26	84%	\$ 4,601.42
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04		\$ 4,051.04	100%	\$ -
TOTALS				\$ 942,926.06		\$ 347,305.94	\$ 95,578.43	\$ 442,884.37		\$ 500,041.69

EUCDC No. C-620 (2002 Edition)

10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4									
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18									
A		B		C		D		E		F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in c)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)			
Subtotal from Previous Page													
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 942,926.06		\$ 347,305.94	\$ 95,578.43	\$ 442,884.37	35%	\$ 500,041.69			
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,353.84	\$ 10,061.52		\$ -	\$ 4,238.01	\$ 4,238.01	26%	\$ 7,837.92			
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 2,787.99	\$ 2,787.99	34%	\$ 7,873.53			
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ 1,552.52	\$ 1,552.52	100%	\$ 2,949.94			
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		\$ -	\$ 1,850.00	\$ 1,850.00	34%	\$ 3,569.09			
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -			
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ 1,150.00	\$ 1,150.00	9%	\$ 12,090.54			
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ 2,665.00	\$ 2,665.00	29%	\$ 6,435.91			
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	\$ 302.70	\$ 10,594.50	17.00	\$ 5,145.90	\$ -	\$ 5,145.90	49%	\$ 5,448.60			
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ -	\$ -		\$ 4,722.12			
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	24%	\$ 2,025.45			
SEWER SERVICE ITEMS													
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,996.61	61.00	\$ 22,893.91	\$ 27,069.75	\$ 49,963.66	58%	\$ 36,732.95			
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	\$ 39.97	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	52%	\$ 6,035.47			
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	3792.0	\$ 27.33	\$ 103,635.36	1,210.00	\$ 33,069.30	\$ 6,041.88	\$ 39,111.18	38%	\$ 64,524.18			
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	60.00	\$ 11,507.40	\$ 8,351.20	\$ 19,858.60	51%	\$ 19,074.77			
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	69%	\$ 2,558.14			
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05		\$ -	\$ 2,400.00	\$ 2,400.00	58%	\$ 1,727.05			
WATER PIPE ITEMS													
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20			
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	431.00	\$ 11,580.97	\$ 81,457.54	\$ 93,038.51	42%	\$ 131,057.29			
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	1,408.00	\$ 45,591.04	\$ 56,376.56	\$ 101,967.60	67%	\$ 49,570.80			
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	\$ 52.33	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	35%	\$ 16,910.00			
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	360.0	\$ 67.53	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	38%	\$ 15,033.60			
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	1,779.00	\$ 2,366.07	\$ 21,085.00	\$ 23,451.07	77%	\$ 6,958.05			
TOTALS				\$ 1,738,736.13		\$ 500,375.22	\$ 334,690.62	\$ 835,065.84		\$ 903,670.29			

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8					Application Number: 4					
Application Period: 11/1/2018 TO 11/30/2018					Application Date: 10-Dec-18					
	A			B	C	D	E	F	G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
Subtotal from Previous Page				\$ 1,738,736.13		\$ 500,375.22	\$ 334,690.62	\$ 835,065.84		\$ 903,670.29
WATER CONNECTION ITEMS										
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46		\$ -	\$ 1,962.00	\$ 1,962.00	42%	\$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49		\$ -	\$ 10,076.00	\$ 10,076.00	55%	\$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95		\$ -	\$ 2,532.00	\$ 2,532.00	52%	\$ 2,349.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36		\$ -	\$ 11,348.70	\$ 11,348.70	60%	\$ 7,659.66
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	3.00	\$ 3,389.04	\$ 710.00	\$ 4,099.04	73%	\$ 1,549.36
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	1.00	\$ 1,145.42	\$ 1,100.00	\$ 2,245.42	65%	\$ 1,190.84
WATER VALVE ITEMS										
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	3.00	\$ 2,611.71	\$ 13,656.00	\$ 16,267.71	69%	\$ 7,237.68
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	8.00	\$ 9,298.96	\$ 11,340.00	\$ 20,638.96	81%	\$ 4,933.18
WATER FIRE PROTECTION ITEMS										
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	2.00	\$ 7,407.68	\$ 17,319.12	\$ 24,726.80	42%	\$ 34,534.64
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
WATER SERVICE ITEMS										
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96		\$ -	\$ 7,755.00	\$ 7,755.00	8%	\$ 92,161.96
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80		\$ -	\$ -	\$ -		\$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
TOTALS				\$ 2,099,022.17		\$ 524,228.03	\$ 435,363.86	\$ 959,591.89		\$ 1,139,430.28

ECDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4			
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18			
A		B		C		E	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)
Subtotal from Previous Page							
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 2,099,022.17		\$ 524,228.03	\$ 435,363.86
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00			
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45			
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64			
MISCELLANEOUS CONSTRUCTION ITEMS							
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	1656.44	\$ 82,126.30	\$ -
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	7287.00	\$ 55,964.16	\$ -
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56			
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50			
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88			
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07			
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45			
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20			
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80			
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00			
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60			
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55			
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80			
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20			
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60			
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56			
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20			
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60			
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	\$ 50.08	\$ 3,806.08			
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	\$ 2.42	\$ 1,815.00			
TOTALS				\$ 3,208,261.37		\$ 662,318.49	\$ 435,363.86
							\$ 1,097,682.34
							\$ 2,110,579.03

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Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4									
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18									
A		B		C		D		E		F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	(B)		
Subtotal from Previous Page													
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES A	20.0	\$ 18.16	\$ 3,208,261.37		\$ 662,318.49	\$ 435,363.86	\$ 1,097,682.34		\$ 2,110,579.03			
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	\$ 24.22	363.20		-	-	-		\$ 363.20			
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	\$ 12.11	8,113.70		-	-	-		\$ 8,113.70			
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	\$ 14.53	2,240.35		-	-	-		\$ 2,240.35			
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	\$ 2.42	20,850.55		-	-	-		\$ 20,850.55			
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING 16" EQU	1440.0	\$ 2.42	3,751.00		-	-	-		\$ 3,751.00			
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.	8050.0	\$ 8.48	3,484.80		-	-	-		\$ 3,484.80			
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, V	630.0	\$ 8.48	68,264.00		-	-	-		\$ 68,264.00			
99	CLEARING AND GRUBBING	2.0	\$ 18.16	11,440.80		-	-	-		\$ 11,440.80			
100	TEMPORARY EROSION CONTROL	1.0	\$ 2,239.98	4,479.96	0.42	\$ 940.79		\$ 940.79	21%	\$ 3,539.17			
101	MAINTENANCE OF TRAFFIC	1.0	\$ 18,162.01	18,162.01	0.30	\$ 5,448.60		\$ 5,448.60	30%	\$ 12,713.41			
102	MOBILIZATION	1.0	\$ 123,743.79	123,743.79	0.40	\$ 49,497.52		\$ 49,497.52	40%	\$ 74,246.27			
		1.0	\$ 248,456.23	248,456.23	1.00	\$ 248,456.23		\$ 248,456.23	100%	\$ -			
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Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
CAMP STREET AREA SEWER PIPE ITEMS												
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14							325.43
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87							1544.63
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18							2143.28
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68							556.53
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64									100
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')			18								18
13	8" DUCTILE IRON SEWER PIPE (6'-8')											
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768							3972
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86							6358.86
SEWER MANHOLE ITEMS												
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6')			1	1							2
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8')			5	1							6
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10')		2	2	2							6
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12')		1									1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)											
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)		1									1
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4							17
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
SEWER SERVICE ITEMS												
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31							61
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52							165
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543							1210
37	8"x8"x6" PVC SERVICE TEE		7	23	30							60
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											
WATER PIPE ITEMS												
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431								431
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80							1408
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779								1779

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
WATER CONNECTION ITEMS												
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3								3
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1								1
WATER VALVE ITEMS												
59	6" GATE VALVE			3								3
60	8" GATE VALVE			8								8
WATER FIRE PROTECTION ITEMS												
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2								2
62	REMOVAL OF EXISTING FIRE HYDRANT											
WATER SERVICE ITEMS												
63	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
64	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")											
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
MISCELLANEOUS CONSTRUCTION ITEMS												
71	CRUSHED AGGREGATE (SIZE 825)	68.35	583.34	631.67	373.08							1656.44
72	SELECT FILL MATERIAL (CLASS 9, GROUP C, LVM	688	2108	2977	1514							7287
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT											
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)											
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)											
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES											
81	REINFORCING STEEL											
82	INLET GRATINGS											
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)											
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)											
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)											

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HOPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1							0.42
100	TEMPORARY EROSION CONTROL			0.2	0.1							0.3
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1							0.4
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4			
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18							
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
CAMP STREET AREA SEWER PIPE ITEMS											
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6)	-	\$ -	2,109	\$ 9,448.32	325	\$ 1,457.93	\$ 7,990.39		
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	1,545	\$ 6,919.94	\$ 18,060.54		
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,143	\$ 9,601.89	\$ 3,663.39		
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	557	\$ 2,493.25	\$ 1,372.99		
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76		
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6)	-	\$ -	25	\$ 176.00	-	\$ -	\$ 176.00		
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04		
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08		
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -		
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20	-	\$ -	\$ 915.20		
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32	-	\$ -	\$ 56.32		
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	18	\$ 506.16	\$ 10,291.92		
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40	-	\$ -	\$ 562.40		
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00	-	\$ -	\$ 953.00		
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60	-	\$ -	\$ 1,143.60		
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -	-	\$ -	3,972	\$ -	\$ -		
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -	-	\$ -	-	\$ -	\$ -		
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	6,359	\$ 7,249.10	\$ 14,585.32		
SEWER MANHOLE ITEMS											
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	2	\$ 1,753.98	\$ 3,507.96		
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	6	\$ 6,108.12	\$ 26,468.52		
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	6	\$ 7,146.00	\$ 2,382.00		
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -		
TOTALS				\$ -		\$ 144,269.04		\$ 48,723.77	\$ 95,578.43		
10/2/2018											

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:				4			
Application Period:				11/1/2018 TO 11/30/2018				Application Date:				10-Dec-18			
A	B	C		D		E		F		G					
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)						
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)							
		Subtotal From Previous Page				144269.04		48723.7732	95578.4252						
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01		\$ -	\$ 4,238.01						
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99		\$ -	\$ 2,787.99						
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52		\$ -	\$ 1,552.52						
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00		\$ 1,550.00	\$ -						
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00		\$ -	\$ 1,850.00						
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00	\$ -						
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00		\$ -	\$ 1,150.00						
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00		\$ -	\$ 2,665.00						
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -		\$ -	17.00	\$ -	\$ -						
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -		\$ -	\$ -						
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28		\$ -	\$ 649.28						
SEWER SERVICE ITEMS															
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	61.00	\$ 10,385.25	\$ 27,069.75						
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -		\$ -	165.00	\$ -	\$ -						
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	1,210.00	\$ 2,831.40	\$ 6,041.88						
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	60.00	\$ 3,504.00	\$ 8,351.20						
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	7.00	\$ 1,541.54	\$ 2,862.86						
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00		\$ -	\$ 2,400.00						
WATER PIPE ITEMS															
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40		\$ -	\$ 42.40						
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	431.00	\$ 7,145.98	\$ 81,457.54						
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	1,408.00	\$ 24,259.84	\$ 56,376.56						
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00		\$ -	\$ 9,255.00						
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20		\$ -	\$ 9,277.20						
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	1,779.00	\$ 1,779.00	\$ 21,085.00						
TOTALS					\$ 438,534.24		\$ 103,876.78	\$ 334,690.62							

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Stored Material Summary

Contractor's Application

For (contract):				Application Number:					
COMPREHENSIVE SEWER/WATER PHASE 8				4					
Application Period:				Application Date:					
11/1/2018 TO 11/30/2018				10-Dec-18					
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Subtotal From Previous Page									
WATER CONNECTION ITEMS									
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00	-	\$ -	699.00
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00	-	\$ -	222.00
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00	-	\$ -	478.00
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00	-	\$ -	1,962.00
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00	-	\$ -	10,752.00
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00	-	\$ -	5,918.00
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00	-	\$ -	654.00
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00	-	\$ -	10,076.00
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00	-	\$ -	2,006.00
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00	-	\$ -	2,532.00
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70	-	\$ -	11,348.70
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	3.00	\$ 1,065.00	710.00
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	1.00	\$ 550.00	1,100.00
WATER VALVE ITEMS									
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	3.00	\$ 1,707.00	13,656.00
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	8.00	\$ 6,480.00	11,340.00
WATER FIRE PROTECTION ITEMS									
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	\$ -	16	\$ 19,793.28	2.00	\$ 2,474.16	17,319.12
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	-
WATER SERVICE ITEMS									
63	\$ 70.50	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00		\$ -	7,755.00
64	\$ 73.98	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ -	2,145.42
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -		\$ -	-
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -	-
TOTALS				\$ -	\$ 551,483.64		\$ 116,152.94	\$ 435,363.86	

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Stored Material Summary

Contractor's Application

For (contract):			COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 4			
Application Period:			11/1/2018 TO 11/30/2018			Application Date: 10-Dec-18			
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (\$) (D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
67		SERVICE TUBING (BORED) (3/4")	-	\$ -	-	551483.64	-	116152.9432	435363.8552
68		SERVICE TUBING (BORED) (1")	-	\$ -	-	\$ -	-	\$ -	\$ -
69		WATER SERVICE METER (3/4")	-	\$ -	-	\$ -	-	\$ -	\$ -
70		WATER SERVICE METER (1")	-	\$ -	-	\$ -	-	\$ -	\$ -
MISCELLANEOUS CONSTRUCTION ITEMS									
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -	-	\$ -	1,656.44	\$ -	\$ -
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -	-	\$ -	7,287.00	\$ -	\$ -
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -	-	\$ -	-	\$ -	\$ -
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -	-	\$ -	-	\$ -	\$ -
75		9.5 MM HOT MIX ASPHALT	-	\$ -	-	\$ -	-	\$ -	\$ -
76		19 MM HOT MIX ASPHALT	-	\$ -	-	\$ -	-	\$ -	\$ -
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -	-	\$ -	-	\$ -	\$ -
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -	-	\$ -	-	\$ -	\$ -
79		CONCRETE DITCH REPAIR	-	\$ -	-	\$ -	-	\$ -	\$ -
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -	-	\$ -	-	\$ -	\$ -
81		REINFORCING STEEL	-	\$ -	-	\$ -	-	\$ -	\$ -
82		INLET GRATINGS	-	\$ -	-	\$ -	-	\$ -	\$ -
83		INLET CASTINGS	-	\$ -	-	\$ -	-	\$ -	\$ -
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -	-	\$ -	-	\$ -	\$ -
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -	-	\$ -	-	\$ -	\$ -
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	-	\$ -	\$ -
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	-	\$ -	\$ -
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -	-	\$ -	-	\$ -	\$ -
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -	-	\$ -	-	\$ -	\$ -
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -	-	\$ -	-	\$ -	\$ -
TOTALS				\$ -	-	\$ 551,483.64	-	\$ 116,152.94	\$ 435,363.86

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Engineering Progress

December 19, 2018

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 10 for the above referenced project in the amount of \$71,929.36.

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 a blue horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

093695.7220.54

RECEIVED
12/20/18

10

To (Owner): CITY OF HATTIESBURG		Application Period: Beginning: 10/1/2018 Ending: 10/31/2018		Application Date: 7-Nov-18	
Project: COMPREHENSIVE SEWER PHASE 5		From (Contractor): C.B. DEVELOPERS, INC.		Via (Engineer): SHOWS, DEARMAN & WAITS, INC.	
Owner's Contract No.:		Contract: Contractor's Project No.:		Engineer's Project No.:	

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	1,093,721.02
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	54,686.05
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	54,686.05
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	1,039,034.97
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	967,105.61
8. AMOUNT DUE THIS APPLICATION	\$	71,929.36
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	38,205.53

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS		
	\$	\$ -

CONTRACTOR'S CERTIFICATION

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

By:  Date: 10/2/2018

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER PHASE 5				8/26/2018	9/30/2018		Application Number:				10/2/2018	
Application Period:		10/1/2018 TO 10/31/2018				Application Date:						
		A	Bid Quantity	Unit Price	B	C	D	E	F		G	
Pay Item		Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
SITE 1-DOGWOOD DRIVE												
1		4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	982	\$ 7,698.88	\$0.00	\$ 7,698.88	98%	\$ 141.12	
2		8" SDR 26 PVC SEWER PIPE (0'-6')	1098.0	\$ 24.16	\$ 26,527.68	966	\$ 23,338.56	\$0.00	\$ 23,338.56	88%	\$ 3,189.12	
3		8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$ 26.56	\$ 15,962.56	707	\$ 18,777.92	\$0.00	\$ 18,777.92	118%	\$ (2,815.36)	
4		8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$ 38.55	\$ 4,741.65	146	\$ 5,628.30	\$0.00	\$ 5,628.30	119%	\$ (886.65)	
5		8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$ 43.34	\$ 4,377.34	48	\$ 2,080.32	\$0.00	\$ 2,080.32	48%	\$ 2,297.02	
6		8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$ 48.14	\$ 6,498.90	55	\$ 2,647.70	\$0.00	\$ 2,647.70	41%	\$ 3,851.20	
7		AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRESSURE MANHOLE ITEMS)	1.0	\$ 4,189.24	\$ 4,189.24	1	\$ 4,189.24	\$0.00	\$ 4,189.24	100%	\$ -	
8		48" PRECAST CONCRETE SEWER MANHOLE (0'-6')	3.0	\$ 2,689.82	\$ 8,069.46	2	\$ 5,379.64	\$0.00	\$ 5,379.64	67%	\$ 2,689.82	
9		48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0	\$ 3,176.78	\$ 25,414.24	7	\$ 22,237.46	\$0.00	\$ 22,237.46	88%	\$ 3,176.78	
10		48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0	\$ 3,658.87	\$ 3,658.87	1	\$ 3,658.87	\$0.00	\$ 3,658.87	100%	\$ -	
11		48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$0.00	\$ -	0%	\$ 4,190.30	
12		48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 4,382.73	\$ 4,382.73	1	\$ 4,382.73	\$0.00	\$ 4,382.73	100%	\$ -	
SEWER SERVICE ITEMS												
13		6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$ 10.60	\$ 9,985.20	898	\$ 9,518.80	\$0.00	\$ 9,518.80	95%	\$ 466.40	
14		8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	9	\$ 2,913.75	\$0.00	\$ 2,913.75	113%	\$ (323.75)	
15		6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	15	\$ 5,396.10	\$0.00	\$ 5,396.10	188%	\$ (2,518.18)	
LIFT STATION ITEMS												
16		LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL	1.0	\$ 207,236.80	\$ 207,236.80	1	\$ 207,236.80	\$0.00	\$ 207,236.80	100%	\$ -	
MISCELLANEOUS CONSTRUCTION ITEMS												
17		ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	9	\$ 3,237.12	\$0.00	\$ 3,237.12	129%	\$ (719.36)	
18		DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	3	\$ 2,607.69	\$0.00	\$ 2,607.69	100%	\$ -	
19		WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS)	4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$0.00	\$ -	0%	\$ 2,399.80	
20		CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	887	\$ 39,892.11	\$0.00	\$ 39,892.11	145%	\$ (12,376.59)	
TOTALS					\$ 373,583.66		\$ 370,821.99	\$0.00	\$ 370,821.99		\$ 2,761.67	

E/CDC No. C-620 (2002 Edition) 10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number:		43375		7-Nov-18	
Application Period:		10/1/2018 TO 10/31/2018			Application Date:					
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
					Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (B - F)
21	Subtotal from Previous Page	2495.0		\$ 373,583.66		\$ 370,821.99	\$0.00	\$ 370,821.99		\$ 2,761.67
22	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		10.79	\$ 26,921.05	128	\$ 1,381.12	\$0.00	\$ 1,381.12	5%	\$ 25,539.93
23	HOT MIX ASPHALT, ST, 9.5MM	208.0	167.85	\$ 34,912.80	89	\$ 14,935.29	\$0.00	\$ 14,935.29	43%	\$ 19,977.51
24	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	59.95	\$ 3,417.15	40	\$ 2,404.59	\$0.00	\$ 2,404.59	70%	\$ 1,012.56
25	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	11.99	\$ 191.84	72	\$ 863.28	\$0.00	\$ 863.28	450%	\$ (671.44)
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ 0.00	0%	\$ 1,534.72
27	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	2,353.82	\$ 11,769.10	-	\$ -	\$0.00	\$ 0.00	0%	\$ 11,769.10
28	GRASSING	1.0	3,896.56	\$ 3,896.56	1	\$ 1,948.28	\$0.00	\$ 1,948.28	50%	\$ 1,948.28
29	EROSION CONTROL	1.0	6,594.17	\$ 6,594.17	1	\$ 4,945.63	\$0.00	\$ 4,945.63	75%	\$ 1,648.54
30	MOBILIZATION	1.0	44,960.26	\$ 44,960.26	1	\$ 44,960.26	\$0.00	\$ 44,960.26	100%	\$ -
	MAINTENANCE OF TRAFFIC	1.0	29,973.50	\$ 29,973.50	1	\$ 29,973.50	\$0.00	\$ 29,973.50	100%	\$ -
1	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
2	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	184%	\$ (5,014.30)
3	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	136%	\$ (6,108.80)
4	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	92%	\$ 289.50
5	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	106%	\$ (250.80)
6	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	100%	\$ -
7	8" SDR 11 HDPE SEWER PIPE (16'-18')	187.0	40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	175%	\$ (5,731.60)
8	8" SDR 26 HDPE SEWER SERVICE BORE	275.0	59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	97%	\$ 416.29
9	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	88%	\$ 3,311.00
10	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	94%	\$ 909.09
11	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	118%	\$ (1,971.69)
	24" STEEL CASING (BORED)	60.0	213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	50%	\$ 6,403.80
	MANHOLE ITEMS									
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	100%	\$ -
TOTALS				\$ 675,770.24		\$ 621,176.17	\$0.00	\$ 621,176.17		\$ 54,594.07

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number: 43375					
Application Period:		10/1/2018	TO	10/31/2018	Application Date: 7-Nov-18					
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	G	
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page									
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 675,770.24	1	\$ 621,176.17	\$0.00	\$ 621,176.17	100%	\$ 54,594.07
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$0.00	\$ 9,231.84	67%	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$0.00	\$ 14,975.37	150%	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$0.00	\$ 869.23	33%	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$0.00	\$ 11,989.44	100%	\$ -
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$0.00	\$ 8,933.76	313%	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$0.00	\$ 4,856.25	500%	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$0.00	\$ 9,946.36	283%	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$0.00	\$ 11,855.04	356%	\$ (8,520.81)
	MISCELLANEOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$0.00	\$ 7,359.11	138%	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$0.00	\$ 59,946.07	96%	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,396	\$ 38,681.01	\$0.00	\$ 38,681.01	47%	\$ 53,464.09
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	1,101	\$ 184,843.13	\$0.00	\$ 184,843.13	208%	\$ (95,882.63)
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$0.00	\$ 1,563.50	104%	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$0.00	\$ 3,453.12	160%	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	\$ -	\$0.00	\$ -	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$0.00	\$ 7,250.88	263%	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	\$ -	\$0.00	\$ -	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$0.00	\$ 8,488.80	250%	\$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -	\$0.00	\$ -	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	1	\$ 3,896.56	\$0.00	\$ 3,896.56	100%	\$ -
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 7,793.11	\$0.00	\$ 7,793.11	100%	\$ -
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$0.00	\$ 41,962.90	100%	\$ -
	TOTALS			\$ 1,047,267.00		\$ 1,063,747.52	\$0.00	\$ 1,063,747.52		\$ (16,480.52)

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Contractor's Application

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Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	SITE 1-DOGWOOD DRIVE											0
2	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745	237				982
3	8" SDR 26 PVC SEWER PIPE (0-6')					423	543					966
4	8" SDR 26 PVC SEWER PIPE (6-8')					151	184	372				707
5	8" SDR 26 PVC SEWER PIPE (8-10')					96	50					146
6	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
7	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
8	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)							1				1
9	MANHOLE ITEMS											0
10	48" PRECAST CONCRETE SEWER MANHOLE (0-6')						1			1		2
11	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2			2		7
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
13	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
14	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
15	SEWER SERVICE ITEMS											0
16	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282		103		898
17	8" X 8" X 6" PVC TEE					2	4	2		1		9
18	6" PVC CLEANOUT					3	4	3		5		15
19	LIFT STATION ITEMS											0
20	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25	0.5		0.2	0.05		1
21	MISCELLANEOUS CONSTRUCTION ITEMS											0
22	ABANDONMENT OF SEPTIC TANKS											0
23	DROP MANHOLE ASSEMBLY (ALL DEPTHS)									5	4	9
24	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)									3		3
25	CRUSHED AGGREGATE (SIZE 825)					12.08		77.75	784.35		13.1	887.28

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56		88.98			72	128
22	HOT MIX ASPHALT, 5", 9 SMIM											88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)										40.11	40.11
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			72
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING										0.5	0.5
28	EROSION CONTROL						0.5				0.25	0.75
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25		0.25			1
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28								28
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111								111
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77								77
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215								215
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1								1
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')				4							4

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2		1								3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL		3	8								11
24	CRUSHED AGGREGATE (SIZE #25)	111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854			64.05	725.83		375.41	3396.05
26	HOT MIX ASPHALT, ST, 9.5MM											1101.24
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		26.08							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				200							0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS		48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40										0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0								1	0
34	GRASSING											1
35	EROSION CONTROL											1
36	MOBILIZATION	0.5	0.5		0.5		0.5					1

Monthly Totals

[illegible]



Engineering Progress

December 19, 2018

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

Attn: Lamar Rutland, P.E.

**Re: North Entrance to South Lagoon Bridge
City of Hattiesburg**

Dear Lamar:

Enclosed please find Pay Estimate No. 1 for the above referenced project in the amount of \$357,233.50.

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 'Nick Connolly', written over a light blue circular stamp.

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/aa

Enclosure

cc:

SDW

RECEIVED
12/20/18

093695.7210.05

Forrest County - City of Hattiesburg
 South Lagoon Bridge Replacement

Sheet 1 of 3

In Account with Dozer, LLC, P. O. Box 2031 Natchez, MS 39121

Surety: North American Specialty Company

PROGRESS PAYMENT No. 1

Progress Period Ending December 17, 2018

Contract Amount: \$395,133.00

	Fund	Acct.	Func.	Object	Detail Code	Pt	Tr	Pd	Current Period	Previous Estimate	Total Allowed to Date
Construction Cost									\$ 357,233.50	\$ -	\$ 357,233.50
Total Due Regular Work											
Previous Payments									\$ -	\$ -	
Total Due This Estimate									\$ 357,233.50		\$ 357,233.50



Quantities Checked
 Approval Recommended

Approved _____

Progress Payment No. 1

Item No.	Item	TOTAL QUANTITIES				Unit	Price	Amount
		On contr.	price est.	Allowed to date	Unit			
201-A	CLEARING AND GRUBBING	1.000		1.00	LS	\$	22,500.00	\$ 22,500.00
202-B	REMOVAL OF BRIDGE	1.000		1.00	UN	\$	19,800.00	\$ 19,800.00
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	100.000		100.00	SY	\$	20.00	\$ 2,000.00
203-A	UNCLASSIFIED EXCAVATION, FM	167.000		-	CY	\$	25.00	\$ -
203-G	EXCESS EXCAVATION (LVM)	354.000		177.00	CY	\$	20.00	\$ 3,540.00
304-A	GRANULAR MATERIAL (LVM), (CLASS 6, GROUP "C")	63.000		-	CY	\$	75.00	\$ -
403-A	9.5 MM MIXTURE, ST, ASPHALT PAVEMENT	14.000		-	TON	\$	250.00	\$ -
403-A	19 MM MIXTURE, ST, ASPHALT PAVEMENT	32.000		-	TON	\$	250.00	\$ -
618-A	MAINTENANCE OF TRAFFIC	1.000		0.80	LS	\$	3,050.00	\$ 2,440.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	0.000		-	SF	\$	50.00	\$ -
620-A	MOBILIZATION	1.000		1.00	LS	\$	43,200.00	\$ 43,200.00
630-C	TYPE 3 OBJECT MARKERS, OM-3R OR OM-3L, POST MOUNTED	4.000		-	EA	\$	150.00	\$ -
225-A	GRASSING	0.300		-	ACRE	\$	5,000.00	\$ -
225-B	AGRICULTURAL LIMESTONE	0.300		-	TON	\$	1,000.00	\$ -
225-C	MULCH, VEGETATIVE MULCH	0.600		-	TON	\$	800.00	\$ -

226-A	TEMPORARY GRASSING	1.200	-	ACRE	\$	2,500.00	\$	-
234-A	TEMPORARY SILT FENCE	300.000	129.00	LF	\$	10.00	\$	1,290.00
237-A	WATTLES, 20"	300.000	-	LF	\$	10.00	\$	-
S-803-A	TEST PILE	2.000	2.00	EA	\$	6,000.00	\$	12,000.00
803-B	CONVENTIONAL STATIC PILE LOAD TEST	-	-	EA	\$	10,000.00	\$	-
803-C	14" X 14" PRESTRESSED CONCRETE PILING	520.000	520.00	LF	\$	57.00	\$	29,640.00
806-A	31' PRECAST CONCRETE SLAB UNIT, 3'-6" INTERIOR	18.000	18.00	EA	\$	5,328.00	\$	95,904.00
806-C	31' PRECAST CONCRETE SLAB UNIT, 3'-6" EXTERIOR	6.000	6.00	EA	\$	5,548.00	\$	33,288.00
806-G	PRECAST CONCRETE BARRIER RAIL	186.000	186.00	LF	\$	214.00	\$	39,804.00
806-I	31'-0" PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2.000	2.00	EA	\$	6,592.00	\$	13,184.00
806-J	31'-0" PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2.000	2.00	EA	\$	6,592.00	\$	13,184.00
806-M	9'-2" PRECAST CONCRETE WING	4.000	4.00	EA	\$	1,120.00	\$	4,480.00
815-A	LOOSE RIPRAP, 300 LB	285.000	251.94	TON	\$	75.00	\$	18,895.50
815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	591.000	521.00	SY	\$	4.00	\$	2,084.00
	Amount to Date						\$	357,233.50

Certificate of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate has been received.

DOZER, LLC

(Contractor)

By: _____

William T. Jones, Jr.

Title: Member

Date: 12/17/18

Recommendation of Engineer/Owner

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated heron. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

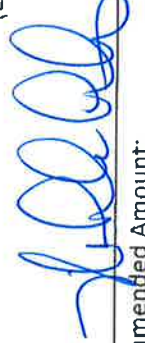
Shows, Dearmon and Waites, Inc.

(Engineer)

By: _____

Recommended Amount: _____

Date: _____


\$357,223.50
12/17/2018

CITY OF Hattiesburg, MS

Owner

By: _____

Recommended Amount: _____

Date: _____

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-6

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **33** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 33 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **33** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$696,831.32** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **33** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Six Hundred Ninety-Six Thousand Eight Hundred Thirty-One and 32/100 dollars (\$696,831.32)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **33** in the total aggregate amount **Six Hundred Ninety-Six Thousand Eight Hundred Thirty-One and 32/100 dollars (\$696,831.32)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

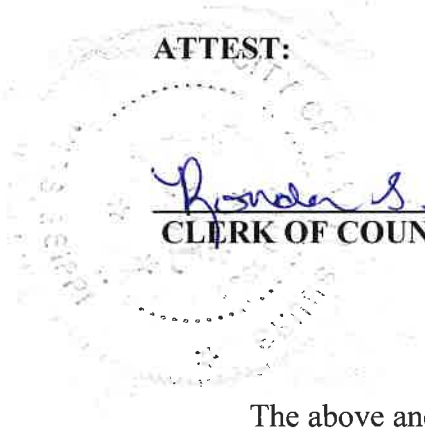
<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th day of January, 2019.**

(SEAL)

ATTEST:

ADOPTED:



Ronda S. Cole
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th day of January, 2019.**

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 33

DATE OF REQUISITION: 1/8/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	267,668.46	Pay Est 4	Sewer Improvements Ph VIII - Camp St. Area Period: 11/1/18 - 11/30/18 MB: 2018-108
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	71,929.36	Pay Est 10	Sewer Improvements Ph V Period: 10/1/18 - 10/31/18 MB: 2017-403
3	Dozer, LLC P O Box 2031 Natchez, MS 39121	093695.7210.05	357,233.50	Pay Est 1	South Lagoon Bridge Replacement Project Period: Through 12/17/18 MB: 2018-144-145
			696,831.32		



Engineering Progress

December 11, 2018

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

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$267,668.46.

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 "John T. Weeks", is written over a horizontal line.

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

093495.7220.70
MB 2018-108

146	DAYS
420	DAYS
35%	

Contractor's Application For Payment No. 4

	Application Period:		Application Date:
	Beginning: 11/1/2018	Ending: 11/30/2018	10-Dec-18
To (Owner):	From (Contractor):	Via (Engineer):	
CITY OF HATTIESBURG	C.B. DEVELOPERS, INC.	SHOWS, DEARMAN & WAITS, INC.	
Project:	Contract:		
COMPREHENSIVE SEWER/WATER PHASE 8			
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	
Not Applicable			

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$	\$
NET CHANGE BY	\$	
CHANGE ORDERS	\$	

CONTRACTOR'S CERTIFICATION

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

By: _____ Date: 12/10/2018

Approved by:

Payment of:

\$267,668.46

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

Is recommended by:

{Engineer}

(Date)

Payment of:

\$267,668.46

(line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

(Date)

Progress Estimate

Contractor's Application

For (contract):				Application Number:									
COMPREHENSIVE SEWER/WATER PHASE 8				4									
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18									
A		B		C		D		E		F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	(B)		
CAMP STREET AREA SEWER PIPE ITEMS													
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	325.43	\$ 15,796.37	\$ 7,990.39	\$ 23,786.77	23%	\$ 78,584.09			
2	8" SDR-26 PVC SEWER PIPE (6-8')	5576.0	\$ 50.96	\$ 284,152.96	1544.63	\$ 78,714.34	\$ 18,060.54	\$ 96,774.88	34%	\$ 187,378.08			
3	8" SDR-26 PVC SEWER PIPE (8-10')	2961.0	\$ 53.38	\$ 158,056.18	2143.28	\$ 114,408.29	\$ 3,663.39	\$ 118,071.67	75%	\$ 39,986.51			
4	8" SDR-26 PVC SEWER PIPE (10-12')	863.0	\$ 55.81	\$ 48,164.03	556.53	\$ 31,059.94	\$ 1,372.99	\$ 32,432.92	67%	\$ 15,731.11			
5	8" SDR-26 PVC SEWER PIPE (12-14')	249.0	\$ 59.44	\$ 14,800.56	34.99	\$ 2,079.81	\$ 958.76	\$ 3,038.57	21%	\$ 11,761.99			
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00		\$ -	\$ 176.00	\$ 176.00	14%	\$ 1,115.00			
7	10" SDR-26 PVC SEWER PIPE (6-8')	351.0	\$ 54.06	\$ 18,975.06	100.00	\$ 5,406.00	\$ 1,767.04	\$ 7,173.04	38%	\$ 11,802.02			
8	10" SDR-26 PVC SEWER PIPE (8-10')	325.0	\$ 56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	72%	\$ 5,077.98			
9	10" SDR-26 PVC SEWER PIPE (10-12')	239.0	\$ 58.91	\$ 14,079.49	243.71	\$ 14,356.96	\$ -	\$ 14,356.96	102%	\$ (277.47)			
10	10" SDR-26 PVC SEWER PIPE (12-14')	130.0	\$ 62.54	\$ 8,130.20		\$ -	\$ 915.20	\$ 915.20	11%	\$ 7,215.00			
11	10" SDR-26 PVC SEWER PIPE (14-16')	67.0	\$ 78.28	\$ 5,244.76		\$ -	\$ 56.32	\$ 56.32	1%	\$ 5,188.44			
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	18.00	\$ 1,432.26	\$ 10,291.92	\$ 11,724.18	38%	\$ 18,830.70			
13	8" DUCTILE IRON SEWER PIPE (6-8')	20.0	\$ 89.26	\$ 1,785.20		\$ -	\$ 562.40	\$ 562.40	32%	\$ 1,222.80			
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00		\$ -	\$ 953.00	\$ 953.00	36%	\$ 1,696.00			
15	10" DUCTILE IRON SEWER PIPE (6-8')	30.0	\$ 109.59	\$ 3,287.70		\$ -	\$ 1,143.60	\$ 1,143.60	35%	\$ 2,144.10			
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	3972.00	\$ 14,418.36	\$ -	\$ 14,418.36	37%	\$ 24,241.14			
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40			
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	6358.86	\$ 9,156.76	\$ 14,585.32	\$ 23,742.08	86%	\$ 3,838.24			
SEWER MANHOLE ITEMS													
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	2.00	\$ 4,679.60	\$ 3,507.96	\$ 8,187.56	58%	\$ 5,851.24			
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	6.00	\$ 18,241.02	\$ 26,468.52	\$ 44,709.54	46%	\$ 52,575.90			
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	6.00	\$ 20,950.26	\$ 2,382.00	\$ 23,332.26	84%	\$ 4,601.42			
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -			
TOTALS				\$ 942,926.06		\$ 347,305.94	\$ 95,578.43	\$ 442,884.37		\$ 500,041.69			

Progress Estimate

Contractor's Application

For (contract): COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4						
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18						
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	G Balance to Finish (F)	H (B)
Subtotal from Previous Page										
73	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 942,926.06		\$ 347,305.94	\$ 95,578.43	\$ 442,884.37	\$ 500,041.69	
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52		\$ -	\$ 4,238.01	\$ 4,238.01	\$ 7,837.92	
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 2,787.99	\$ 2,787.99	\$ 7,878.53	
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ -	\$ 1,552.52	\$ 1,552.52	\$ 2,949.94	
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		\$ -	\$ -	\$ 5,058.41	\$ -	
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ -	\$ 1,850.00	\$ 1,850.00	\$ 3,569.09	
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,670.27	\$ 13,240.54		\$ 6,342.23	\$ -	\$ 6,342.23	\$ -	
30	72" PRECAST CONCRETE SPLITER SEWER MANHOLE (10-12) (	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ 1,150.00	\$ 1,150.00	\$ 12,090.54	
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	\$ 302.70	\$ 10,594.50	17.00	\$ 5,145.90	\$ 2,665.00	\$ 2,665.00	\$ 6,435.91	
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ 5,145.90	\$ -	\$ 5,145.90	\$ 5,448.60	
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	\$ 2,025.45	
SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	61.00	\$ 22,893.91	\$ 27,069.75	\$ 49,963.66	\$ 36,732.95	
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	\$ 39.97	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	\$ 6,035.47	
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	3792.0	\$ 27.33	\$ 103,635.36	1,210.00	\$ 33,069.30	\$ 6,041.88	\$ 39,111.18	\$ 64,524.18	
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	60.00	\$ 11,507.40	\$ 8,351.20	\$ 19,858.60	\$ 19,074.77	
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	\$ 2,558.14	
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05		\$ -	\$ 2,400.00	\$ 2,400.00	\$ 1,727.05	
WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	\$ 493.20	
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	431.00	\$ 11,580.97	\$ 81,457.54	\$ 93,038.51	\$ 131,057.29	
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	1,408.00	\$ 45,591.04	\$ 56,376.56	\$ 101,967.60	\$ 49,570.80	
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	\$ 52.33	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	\$ 16,910.00	
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	360.0	\$ 67.53	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	\$ 15,033.60	
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	1,779.00	\$ 2,366.07	\$ 21,085.00	\$ 23,451.07	\$ 6,958.05	
TOTALS				\$ 1,738,736.13		\$ 500,375.22	\$ 334,690.62	\$ 835,065.84	\$ 903,670.29	

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For Contract: COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4						
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18						
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to finish (F)
Subtotal from Previous Page				\$ 1,738,736.13		\$ 500,375.22	\$ 334,690.62	\$ 835,065.84		\$ 903,670.29
WATER CONNECTION ITEMS										
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46		\$ -	\$ 1,962.00	\$ 1,962.00	42%	\$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49		\$ -	\$ 10,076.00	\$ 10,076.00	55%	\$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95		\$ -	\$ 2,532.00	\$ 2,532.00	52%	\$ 2,349.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36		\$ -	\$ 11,348.70	\$ 11,348.70	60%	\$ 7,659.66
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	3.00	\$ 3,389.04	\$ 710.00	\$ 4,099.04	73%	\$ 1,549.36
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	1.00	\$ 1,145.42	\$ 1,100.00	\$ 2,245.42	65%	\$ 1,190.84
WATER VALVE ITEMS										
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	3.00	\$ 2,611.71	\$ 13,656.00	\$ 16,267.71	69%	\$ 7,237.68
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	8.00	\$ 9,298.96	\$ 11,340.00	\$ 20,638.96	81%	\$ 4,933.18
WATER FIRE PROTECTION ITEMS										
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	2.00	\$ 7,407.68	\$ 17,319.12	\$ 24,726.80	42%	\$ 34,534.64
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
WATER SERVICE ITEMS										
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96		\$ -	\$ 7,755.00	\$ 7,755.00	8%	\$ 92,161.96
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80		\$ -	\$ -	\$ -		\$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
TOTALS				\$ 2,099,022.17		\$ 524,228.03	\$ 435,363.86	\$ 959,591.89		\$ 1,139,430.28

EIDOC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 4	
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18							
	A			B	C	D	E	F	G		
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
Subtotal from Previous Page											
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 2,099,022.17		\$ 524,228.03	\$ 435,363.86	\$ 959,591.89		\$ 1,139,430.28	
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$ -	\$ -	\$ -		\$ 40,473.60	
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45		\$ -	\$ -	\$ -		\$ 4,016.00	
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64		\$ -	\$ -	\$ -		\$ 5,728.45	
MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	1656.44	\$ 82,126.30	\$ -	\$ 82,126.30	32%	\$ 170,582.96	
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	7287.00	\$ 55,964.16	\$ -	\$ 55,964.16	31%	\$ 126,589.44	
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56		\$ -	\$ -	\$ -		\$ 69,433.56	
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50		\$ -	\$ -	\$ -		\$ 16,648.50	
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88		\$ -	\$ -	\$ -		\$ 221,268.88	
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07		\$ -	\$ -	\$ -		\$ 220,980.07	
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45		\$ -	\$ -	\$ -		\$ 3,662.45	
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20		\$ -	\$ -	\$ -		\$ 35,838.20	
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80		\$ -	\$ -	\$ -		\$ 2,530.80	
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00		\$ -	\$ -	\$ -		\$ 18,162.00	
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60		\$ -	\$ -	\$ -		\$ 1,964.60	
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55		\$ -	\$ -	\$ -		\$ 5,255.55	
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80		\$ -	\$ -	\$ -		\$ 489.80	
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20		\$ -	\$ -	\$ -		\$ 1,635.20	
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60		\$ -	\$ -	\$ -		\$ 809.60	
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56		\$ -	\$ -	\$ -		\$ 986.56	
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20		\$ -	\$ -	\$ -		\$ 10,308.20	
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60		\$ -	\$ -	\$ -		\$ 6,858.60	
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$ 3,806.08		\$ -	\$ -	\$ -		\$ 3,806.08	
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DIAMETERS)	750.0	\$ 2.42	\$ 1,815.00		\$ -	\$ -	\$ -		\$ 1,815.00	
TOTALS				\$ 3,204,261.37		\$ 662,318.49	\$ 435,363.86	\$ 1,097,682.34		\$ 2,110,579.03	

ETC/CDC No. C-620 (2002 Edition)
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Progress Estimate

Contractor's Application

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EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
CAMP STREET AREA SEWER PIPE ITEMS												
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14							325.43
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87							1544.63
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18							2143.28
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68							556.53
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64									100
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')											
13	8" DUCTILE IRON SEWER PIPE (6'-8')			18								18
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768							3972
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86							6358.86
SEWER MANHOLE ITEMS												
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6')				1							2
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8')				5							6
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10')		2	2								6
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12')		1		2							1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4							17
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
SEWER SERVICE ITEMS												
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31							61
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52							165
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543							1210
37	8"x8"x6" PVC SERVICE TEE		7	23	30							60
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x4"x4" DUCTILE IRON SERVICE TEE											
WATER PIPE ITEMS												
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431								431
42	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80							1408
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779								1779

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
WATER CONNECTION ITEMS												
CUT AND CAP EXISTING WATER LINE IN PLACE												
46	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
47	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
50	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
52	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3								3
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1								1
WATER VALVE ITEMS												
59	6" GATE VALVE											3
60	8" GATE VALVE			8								8
WATER FIRE PROTECTION ITEMS												
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2								2
62	REMOVAL OF EXISTING FIRE HYDRANT											
WATER SERVICE ITEMS												
63	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
64	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67 SERVICE TUBING (BORED) (3/4")											
68 SERVICE TUBING (BORED) (1")											
69 WATER SERVICE METER (3/4")											
70 WATER SERVICE METER (1")											
MISCELLANEOUS CONSTRUCTION ITEMS											
71 CHURNED AGGREGATE (SIZE #25)	68.35	583.34	631.67	373.08							1656.44
72 SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514							7287
73 CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
74 HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75 9.5 MM HOT MIX ASPHALT											
76 19 MM HOT MIX ASPHALT											
77 CONCRETE SIDEWALK REPAIR (ALL DEPTHS)											
78 CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)											
79 CONCRETE DITCH REPAIR											
80 CLASS "B" CONCRETE, MINOR STRUCTURES											
81 REINFORCING STEEL											
82 INLET GRATINGS											
83 INLET CASTINGS											
84 12" CORRUGATED HDPE PIPE (DUAL WALL)											
85 15" CORRUGATED HDPE PIPE (DUAL WALL)											
86 12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87 15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
88 18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89 18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)											
90 REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)											

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL. SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL. TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1							0.42
100	TEMPORARY EROSION CONTROL			0.2	0.1							0.3
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1							0.4
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4			
Application Period:				11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18			
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
CAMP STREET AREA SEWER PIPE ITEMS											
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	325	\$ 1,457.93	\$ 7,990.39		
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	1,545	\$ 6,919.94	\$ 18,060.54		
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,143	\$ 9,601.89	\$ 3,663.39		
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	557	\$ 2,493.25	\$ 1,372.99		
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76		
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00		\$ -	\$ 176.00		
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04		
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08		
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -		
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20		\$ -	\$ 915.20		
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32		\$ -	\$ 56.32		
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	18	\$ 506.16	\$ 10,291.92		
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40		\$ -	\$ 562.40		
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00		\$ -	\$ 953.00		
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60		\$ -	\$ 1,143.60		
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -		\$ -	3,972	\$ -	\$ -		
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -		
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	6,359	\$ 7,249.10	\$ 14,585.32		
SEWER MANHOLE ITEMS											
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6')	-	\$ -	6	\$ 5,261.94	2	\$ 1,753.98	\$ 3,507.96		
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8')	-	\$ -	32	\$ 32,576.64	6	\$ 6,108.12	\$ 26,468.52		
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10')	-	\$ -	8	\$ 9,528.00	6	\$ 7,146.00	\$ 2,382.00		
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12')	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -		
TOTALS				\$ -		\$ 144,269.04		\$ 48,723.77	\$ 95,578.43		
10/2/2018											

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Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 4					
Application Period: 11/1/2018 TO 11/30/2018				Application Date: 10-Dec-18					
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Subtotal From Previous Page									
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01	48723.7732	\$ 4,238.01	
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99	-	\$ 2,787.99	
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52	-	\$ 1,552.52	
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00	1.00	\$ 1,552.52	
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00	-	\$ 1,850.00	
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,850.00	1.00	\$ 1,850.00	
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 2,156.00	-	\$ 1,150.00	
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 1,150.00	-	\$ 1,150.00	
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -	1	\$ 2,665.00	-	\$ 2,665.00	
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -	-	-	17.00	\$ -	
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28	-	\$ 649.28	
SEWER SERVICE ITEMS									
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	61.00	\$ 27,069.75	
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	-	-	165.00	\$ -	
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	1,210.00	\$ 6,041.88	
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	60.00	\$ 8,351.20	
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	7.00	\$ 2,862.86	
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00	-	\$ 2,400.00	
WATER PIPE ITEMS									
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40	-	\$ 42.40	
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	431.00	\$ 81,457.54	
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	1,408.00	\$ 56,376.56	
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00	-	\$ 9,255.00	
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20	-	\$ 9,277.20	
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	1,779.00	\$ 21,085.00	
TOTALS				\$ -	-	\$ 438,534.24	\$ 103,876.78	\$ 334,690.52	

ECDC No. C-620 (2002 Edition)

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Stored Material Summary

Contractor's Application

For (contract): COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 4	
Application Period: 11/1/2018 TO 11/30/2018										Application Date: 10-Dec-18	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Subtotal From Previous Page											
WATER CONNECTION ITEMS											
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00		
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00		
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00		
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00		\$ -	\$ 1,962.00		
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00		\$ -	\$ 10,752.00		
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00		\$ -	\$ 5,918.00		
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00		\$ -	\$ 654.00		
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00		\$ -	\$ 10,076.00		
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00		
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00		\$ -	\$ 2,532.00		
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70		\$ -	\$ 11,348.70		
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	3.00	\$ 1,065.00	\$ 710.00		
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	1.00	\$ 550.00	\$ 1,100.00		
WATER VALVE ITEMS											
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	3.00	\$ 1,707.00	\$ 13,656.00		
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	8.00	\$ 6,480.00	\$ 11,340.00		
WATER FIRE PROTECTION ITEMS											
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER)	-	\$ -	16	\$ 19,793.28	2.00	\$ 2,474.16	\$ 17,319.12		
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -		
WATER SERVICE ITEMS											
63	\$ 70.50	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00		\$ -	\$ 7,755.00		
64	\$ 73.98	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ -	\$ 2,145.42		
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -		\$ -	\$ -		
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -	\$ -		
TOTALS				\$ -		\$ 551,483.64		\$ 116,152.94	\$ 435,363.86		

EJCDC No. C-620 (2002 Edition)

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Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 4			
Application Period:		11/1/2018 TO 11/30/2018		Application Date: 10-Dec-18				
A	B	C	D		E	F	G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work	Materials Remaining in Storage (\$) (D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)		
Subtotal From Previous Page								
67		SERVICE TUBING (BORED) (3/4")	-	\$ -		551483.64	116152.9432	435363.8552
68		SERVICE TUBING (BORED) (1")	-	\$ -		-	-	\$ -
69		WATER SERVICE METER (3/4")	-	\$ -		-	-	\$ -
70		WATER SERVICE METER (1")	-	\$ -		-	-	\$ -
MISCELLANEOUS CONSTRUCTION ITEMS								
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -		-	1,656.44	\$ -
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -		-	7,287.00	\$ -
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		-	-	\$ -
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -		-	-	\$ -
75		9.5 MM HOT MIX ASPHALT	-	\$ -		-	-	\$ -
76		19 MM HOT MIX ASPHALT	-	\$ -		-	-	\$ -
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -		-	-	\$ -
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -		-	-	\$ -
79		CONCRETE DITCH REPAIR	-	\$ -		-	-	\$ -
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -		-	-	\$ -
81		REINFORCING STEEL	-	\$ -		-	-	\$ -
82		INLET GRATINGS	-	\$ -		-	-	\$ -
83		INLET CASTINGS	-	\$ -		-	-	\$ -
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		-	-	\$ -
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		-	-	\$ -
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		-	-	\$ -
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		-	-	\$ -
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		-	-	\$ -
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -		-	-	\$ -
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -		-	-	\$ -
TOTALS				\$ -		\$ 551,483.64	\$ 116,152.94	\$ 435,363.86

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Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8										Application Number: 4	
Application Period: 11/1/2018 TO 11/30/2018										Application Date: 10-Dec-18	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
Subtotal From Previous Page											
91		REMOVAL OF EXISTING CORRUGATED HOPE PIPE (ALL SIZES AND DEPTHS) AND RESET	-	\$ -		\$ -		\$ -	-		
92		REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	-	\$ -		\$ -		\$ -	-		
93		REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	-	\$ -		\$ -		\$ -	-		
94		REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	-	\$ -		\$ -		\$ -	-		
95		5" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	-	\$ -		\$ -		\$ -	-		
96		LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)	-	\$ -		\$ -		\$ -	-		
97		SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	-	\$ -		\$ -		\$ -	-		
98		LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)	-	\$ -		\$ -		\$ -	-		
99		CLEARING AND GRUBBING	-	\$ -		\$ -	0.42	\$ -	\$ -		
100		TEMPORARY EROSION CONTROL	-	\$ -		\$ -	0.30	\$ -	\$ -		
101		MAINTENANCE OF TRAFFIC	-	\$ -		\$ -	0.40	\$ -	\$ -		
102		MOBILIZATION	-	\$ -		\$ -	1.00	\$ -	\$ -		
TOTALS			-	\$ -		\$ -		\$ -	\$ -		

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Engineering Progress

December 19, 2018

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 10 for the above referenced project in the amount of \$71,929.36.

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

/aa

cc: Terry Jackson, SDW

093695.7220.54

RECEIVED
12/20/18

Application Period:		Beginning: 10/1/2018	Ending: 10/31/2018	Application Date: 7-Nov-18
To (Owner):		From (Contractor):		
CITY OF HATTIESBURG		C.B. DEVELOPERS, INC.		
Project:		Contract:		
COMPREHENSIVE SEWER PHASE 5				
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:

Change Order: Summary		
Number	Approved Change Orders	
	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	\$ -

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

By:  Date: 10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 9

Progress Estimate

Contractor's Application

For contract:		COMPREHENSIVE SEWER PHASE 5		8/26/2018		9/30/2018		Application Number:		10/2/2018	
Application Period:		10/1/2018 TO 10/31/2018						Application Date:		7-Nov-18	
Pay Item	A	Bid	Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description					Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (G - F)
1	SITE 1-DOGWOOD DRIVE										
2	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0		7.84	\$ 7,840.00	982	\$ 7,698.88	\$ 50.00	\$ 7,698.88	98%	\$ 141.12
3	8" SDR 26 PVC SEWER PIPE (0-6')	1098.0		24.16	\$ 26,527.68	966	\$ 23,338.56	\$ 0.00	\$ 23,338.56	88%	\$ 3,189.12
4	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0		26.56	\$ 15,962.56	707	\$ 18,777.92	\$ 0.00	\$ 18,777.92	118%	\$ (2,815.36)
5	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0		38.55	\$ 4,741.65	146	\$ 5,628.30	\$ 0.00	\$ 5,628.30	119%	\$ (886.65)
6	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0		43.34	\$ 4,377.34	48	\$ 2,080.32	\$ 0.00	\$ 2,080.32	48%	\$ 2,297.02
7	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0		48.14	\$ 6,498.90	55	\$ 2,647.70	\$ 0.00	\$ 2,647.70	41%	\$ 3,851.20
	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR	1.0		4,189.24	\$ 4,189.24	1	\$ 4,189.24	\$ 0.00	\$ 4,189.24	100%	\$ -
	MANHOLE ITEMS										
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')	3.0		2,689.82	\$ 8,069.46	2	\$ 5,379.64	\$ 0.00	\$ 5,379.64	67%	\$ 2,689.82
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0		3,176.78	\$ 25,414.24	7	\$ 22,237.46	\$ 0.00	\$ 22,237.46	88%	\$ 3,176.78
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0		3,658.87	\$ 3,658.87	1	\$ 3,658.87	\$ 0.00	\$ 3,658.87	100%	\$ -
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0		4,190.30	\$ 4,190.30	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0		4,382.73	\$ 4,382.73	1	\$ 4,382.73	\$ 0.00	\$ 4,382.73	100%	\$ -
	SEWER SERVICE ITEMS										
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0		10.60	\$ 9,985.20	898	\$ 9,518.80	\$ 0.00	\$ 9,518.80	95%	\$ 466.40
14	8" X 8" X 6" PVC TEE	8.0		323.75	\$ 2,590.00	9	\$ 2,913.75	\$ 0.00	\$ 2,913.75	113%	\$ (323.75)
15	6" PVC CLEANOUT	8.0		359.74	\$ 2,877.92	15	\$ 5,396.10	\$ 0.00	\$ 5,396.10	188%	\$ (2,518.18)
	LIFT STATION ITEMS										
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0		207,236.80	\$ 207,236.80	1	\$ 207,236.80	\$ 0.00	\$ 207,236.80	100%	\$ -
	MISCELLANEOUS CONSTRUCTION ITEMS										
17	ABANDONMENT OF SEPTIC TANKS	7.0		359.68	\$ 2,517.76	9	\$ 3,237.12	\$ 0.00	\$ 3,237.12	129%	\$ (719.36)
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0		869.23	\$ 2,607.69	3	\$ 2,607.69	\$ 0.00	\$ 2,607.69	100%	\$ -
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	4.0		599.95	\$ 2,399.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0		44.96	\$ 27,515.52	887	\$ 39,892.11	\$ 0.00	\$ 39,892.11	145%	\$ (12,376.59)
	TOTALS				\$ 373,583.66		\$ 370,821.99	\$ 0.00	\$ 370,821.99		\$ 2,761.67

EJCDC No. C-620 (2002 Edition) 10/2/2018

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Progress Estimate

Contractor's Application

Application Period: 10/1/2018 TO 30/31/2018				Application Number: 43375		7-Nov-18				
COMPREHENSIVE SEWER PHASE 5				Application Date:						
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	G	
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
Subtotal from Previous Page										
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 373,583.66	128	\$ 370,821.99	\$0.00	\$ 370,821.99		\$ 2,761.67
22	HOT MIX ASPHALT, 5T, 9.5MM	208.0	\$ 167.85	\$ 26,921.05	89	\$ 1,381.12	\$0.00	\$ 1,381.12	5%	\$ 25,539.93
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,412.80	40	\$ 14,935.29	\$0.00	\$ 14,935.29	43%	\$ 19,977.51
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 3,417.15	72	\$ 2,404.59	\$0.00	\$ 2,404.59	70%	\$ 1,012.56
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 11.99	\$ 191.84	72	\$ 863.28	\$0.00	\$ 863.28	450%	\$ (671.44)
26	CLASS "B" CONCRETE, MINOR STRUCTURES	16.0	\$ 95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ 0.00	0%	\$ 1,534.72
27	GRASSING	5.0	\$ 2,553.82	\$ 11,769.10	-	\$ -	\$0.00	\$ 0.00	0%	\$ 11,769.10
28	EROSION CONTROL	1.0	\$ 3,896.56	\$ 3,896.56	1	\$ 1,948.28	\$0.00	\$ 1,948.28	50%	\$ 1,948.28
29	MOBILIZATION	1.0	\$ 6,594.17	\$ 6,594.17	1	\$ 4,945.63	\$0.00	\$ 4,945.63	75%	\$ 1,648.54
30	MAINTENANCE OF TRAFFIC	1.0	\$ 44,960.26	\$ 44,960.26	1	\$ 44,960.26	\$0.00	\$ 44,960.26	100%	\$ 0.00
		1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 29,973.50	\$0.00	\$ 29,973.50	100%	\$ 0.00
SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE										
1	8" SDR 26 PVC SEWER PIPE (6'-8")	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10")	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12")	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14")	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16")	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	100%	\$ 0.00
6	8" SDR 26 PVC SEWER PIPE (16'-18")	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8")	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10")	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12")	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	50%	\$ 6,403.80
MANHOLE ITEMS										
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10")	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14")	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	100%	\$ 0.00
TOTALS				\$ 675,770.24		\$ 621,176.17	\$0.00	\$ 621,176.17		\$ 54,594.07

Progress Estimate

Contractor's Application

For (contract):				Application Number: 43375				7-Nov-18			
Application Period: 10/1/2018 TO 10/31/2018				Application Date:							
A				B				C			
Item Description				Unit Price				Estimated Quantity Installed			
								Value			
								Total Completed and Stored to Date (D * E)			
								Materials Stored (not in C)			
								%			
								Balance to Finish (B - F)			
Pay Item	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Total Completed and Stored to Date (D * E)	Materials Stored (not in C)	%	Balance to Finish (B - F)		
Subtotal from Previous Page											
14	1.0	\$ 4,675.87	\$ 675,770.24	1	\$ 4,675.87	\$ 621,176.17	\$0.00	100%	\$ 54,594.07		
15	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$ 9,231.84	\$0.00	67%	\$ 4,615.92		
60"	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$ 14,975.37	\$0.00	150%	\$ (4,991.79)		
17	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$ 869.23	\$0.00	33%	\$ 1,738.46		
18	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$ 11,989.44	\$0.00	100%	\$ -		
DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS											
19	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$ 8,933.76	\$0.00	313%	\$ (6,082.56)		
20	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$ 4,856.25	\$0.00	500%	\$ (3,885.00)		
21	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$ 9,946.36	\$0.00	285%	\$ (6,435.88)		
22	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$ 11,855.04	\$0.00	356%	\$ (8,520.81)		
MISCELLANEOUS CONSTRUCTION ITEMS											
23	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$ 7,359.11	\$0.00	138%	\$ (2,007.03)		
24	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$ 59,946.07	\$0.00	96%	\$ 2,413.45		
25	8090.0	\$ 11.39	\$ 92,145.10	3,396	\$ 38,681.01	\$ 38,681.01	\$0.00	42%	\$ 53,464.09		
26	530.0	\$ 167.85	\$ 88,960.50	1,101	\$ 184,843.13	\$ 184,843.13	\$0.00	208%	\$ (95,882.63)		
27	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$ 1,563.50	\$0.00	104%	\$ (64.75)		
28	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$ 3,453.12	\$0.00	160%	\$ (1,294.92)		
29	24.0	\$ 39.57	\$ 949.68	*	\$ -	\$ -	\$0.00	0%	\$ 949.68		
30	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$ 7,250.88	\$0.00	263%	\$ (4,488.64)		
31	40.0	\$ 52.75	\$ 2,110.00	*	\$ -	\$ -	\$0.00	0%	\$ 2,110.00		
32	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$ 8,488.80	\$0.00	250%	\$ (5,093.28)		
33	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -	\$ -	\$0.00	0%	\$ 2,381.10		
34	1.0	\$ 3,896.56	\$ 3,896.56	1	\$ 3,896.56	\$ 3,896.56	\$0.00	100%	\$ -		
35	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 7,793.11	\$ 7,793.11	\$0.00	100%	\$ -		
36	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$ 41,962.90	\$0.00	100%	\$ -		
TOTALS				\$	\$ 1,063,747.52	\$ 1,063,747.52	\$0.00	\$	\$ (16,480.52)		

Progress Estimate

Contractor's Application

For Contract: COMPREHENSIVE SEWER PHASE 5				Application Number: 43375				7-Nov-18			
Application Period: 10/1/2018 TO 10/31/2018				Application Date:							
Pay Item	A		B	C	D	E	F	G			
	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)		

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0'-6")					423	745	237				982
3	8" SDR 26 PVC SEWER PIPE (6'-8")					151	543					966
4	8" SDR 26 PVC SEWER PIPE (8'-10")					96	184	372				707
5	8" SDR 26 PVC SEWER PIPE (10'-12")						50					146
6	8" SDR 26 PVC SEWER PIPE (12'-14")						48					48
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)						55	1				55
8	MANHOLE ITEMS											1
9	48" PRECAST CONCRETE SEWER MANHOLE (0'-6")						1			1		0
10	48" PRECAST CONCRETE SEWER MANHOLE (6'-8")					3	2			2		2
11	48" PRECAST CONCRETE SEWER MANHOLE (8'-10")					1						7
12	48" PRECAST CONCRETE SEWER MANHOLE (10'-12")											1
	48" PRECAST CONCRETE SEWER MANHOLE (12'-14")						1					0
	SEWER SERVICE ITEMS											1
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282		103		898
14	8" X 8" X 6" PVC TEE					2	4	2		1		9
15	6" PVC CLEANOUT					3	4	3		5		15
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25	0.5		0.2	0.05		1
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS									5	4	9
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)									3		3
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)					12.08		77.75	784.35		13.1	887.28

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56		88.98			72	126
22	HOT MIX ASPHALT, 57, 9.5MM											88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)										40.11	40.11
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			72
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS										0	0
26	CLASS "B" CONCRETE, MINOR STRUCTURES										0	0
27	GRASSING										0.5	0.5
28	EROSION CONTROL						0.5				0.25	0.75
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25		0.25			1
1	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											1
2	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
3	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
4	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
5	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
6	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
7	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
8	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
9	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
10	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
11	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1	4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS		5		3							8
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, COMP STOP, CURB STOP, TAPPING SADDLE)		3	8								11
24	CRUSHED AGGREGATE (SIZE 825)	111.39	538.72	451.21	232			64.05				1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854				725.83		375.41	3396.05
26	HOT MIX ASPHALT, ST, 9.5MM											1101.24
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0								1	0
34	GRASSING											1
35	EROSION CONTROL	0.5	0.5		0.5		0.5					1
36	MOBILIZATION											1



Engineering Progress

December 19, 2018

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

Attn: Lamar Rutland, P.E.

Re: North Entrance to South Lagoon Bridge
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 1 for the above referenced project in the amount of \$357,233.50.

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 'Nick Connolly'.

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/aa

Enclosure

cc:
SDW

RECEIVED
12/20/18

093695.7210.05

Forrest County - City of Hattiesburg
South Lagoon Bridge Replacement

In Account with Dozer, LLC, P. O. Box 2031 Natchez, MS 39121

Surety: North American Specialty Company

PROGRESS PAYMENT No. 1

Progress Period Ending December 17, 2018

Contract Amount: \$395,133.00

	Fund	Acct.	Func.	Object	Detail Code	Pt	Tr	Pd	Current Period	Previous Estimate	Total Allowed to Date
Construction Cost									\$ 357,233.50	\$ -	\$ 357,233.50
Total Due Regular Work											
Previous Payments									\$ -	\$ -	
Total Due This Estimate									\$ 357,233.50		\$ 357,233.50

Quantities Checked
Approval Recommended 

Approved _____

Progress Payment No. 1									
Item No.	Item	TOTAL QUANTITIES			Unit	Unit Price	Amount		
		On contr.	price est.	Allowed to date					
201-A	CLEARING AND GRUBBING	1.000		1.00	LS	\$ 22,500.00	\$ 22,500.00		
202-B	REMOVAL OF BRIDGE	1.000		1.00	UN	\$ 19,800.00	\$ 19,800.00		
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	100.000		100.00	SY	\$ 20.00	\$ 2,000.00		
203-A	UNCLASSIFIED EXCAVATION, FM	167.000		-	CY	\$ 25.00	\$ -		
203-G	EXCESS EXCAVATION (LVM)	354.000		177.00	CY	\$ 20.00	\$ 3,540.00		
304-A	GRANULAR MATERIAL (LVM), (CLASS 6, GROUP "C")	63.000		-	CY	\$ 75.00	\$ -		
403-A	9.5 MM MIXTURE, ST, ASPHALT PAVEMENT	14.000		-	TON	\$ 250.00	\$ -		
403-A	19 MM MIXTURE, ST, ASPHALT PAVEMENT	32.000		-	TON	\$ 250.00	\$ -		
618-A	MAINTENANCE OF TRAFFIC	1.000		0.80	LS	\$ 3,050.00	\$ 2,440.00		
618-B	ADDITIONAL CONSTRUCTION SIGNS	0.000		-	SF	\$ 50.00	\$ -		
620-A	MOBILIZATION	1.000		1.00	LS	\$ 43,200.00	\$ 43,200.00		
630-C	TYPE 3 OBJECT MARKERS, OM-3R OR OM-3L, POST MOUNTED	4.000		-	EA	\$ 150.00	\$ -		
225-A	GRASSING	0.300		-	ACRE	\$ 5,000.00	\$ -		
225-B	AGRICULTURAL LIMESTONE	0.300		-	TON	\$ 1,000.00	\$ -		
225-C	MULCH, VEGETATIVE MULCH	0.600		-	TON	\$ 800.00	\$ -		

226-A	TEMPORARY GRASSING	1.200	-	ACRE	\$	2,500.00	\$	-
234-A	TEMPORARY SILT FENCE	300.000	129.00	LF	\$	10.00	\$	1,290.00
237-A	WATTLES, 20"	300.000	-	LF	\$	10.00	\$	-
S-803-A	TEST PILE	2.000	2.00	EA	\$	6,000.00	\$	12,000.00
803-B	CONVENTIONAL STATIC PILE LOAD TEST	-	-	EA	\$	10,000.00	\$	-
803-C	14" X 14" PRESTRESSED CONCRETE PILING	520.000	520.00	LF	\$	57.00	\$	29,640.00
806-A	31' PRECAST CONCRETE SLAB UNIT, 3'-6" INTERIOR	18.000	18.00	EA	\$	5,328.00	\$	95,904.00
806-C	31' PRECAST CONCRETE SLAB UNIT, 3'-6" EXTERIOR	6.000	6.00	EA	\$	5,548.00	\$	33,288.00
806-G	PRECAST CONCRETE BARRIER RAIL	186.000	186.00	LF	\$	214.00	\$	39,804.00
806-I	31'-0" PRECAST CONCRETE CAP, INTERMEDIATE UNIT, CONCRETE PILE	2.000	2.00	EA	\$	6,592.00	\$	13,184.00
806-J	31'-0" PRECAST CONCRETE CAP, END UNIT, CONCRETE PILE	2.000	2.00	EA	\$	6,592.00	\$	13,184.00
806-M	9'-2" PRECAST CONCRETE WING	4.000	4.00	EA	\$	1,120.00	\$	4,480.00
815-A	LOOSE RIPRAP, 300 LB.	285.000	251.94	TON	\$	75.00	\$	18,895.50
815-E	GEOTEXTILE UNDER RIPRAP, TYPE V, AOS 0.21-0.43	591.000	521.00	SY	\$	4.00	\$	2,084.00
			Amount to Date					\$ 357,233.50

Certificate of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate has been received.

DOZER, LLC

(Contractor)

By: _____

William T. Jones, Jr.

Title: Member

Date: 12/17/18

Recommendation of Engineer/Owner

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

Shows, Dearmon and Waites, Inc.

(Engineer)

By: _____

Recommended Amount: _____

Date: _____


\$357,233.50
12/17/2018

CITY OF Hattiesburg, MS

Owner

By: _____

Recommended Amount: _____

Date: _____

Resolution – Authorizing Req. No. 33 from the Project Fund Const. Acc.

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By:

Title: 
Mayor or City Clerk

(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser



Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2019-013

File ID: 2019-013

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Johnson Controls Requisition No. 20

Final Action: 01/08/2019

Minute Book Number: MB 2019-6

Title:

Adopt a Resolution authorizing Disbursement No. 20 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-9

Sponsors:

Enactment Date:

Attachments: Energy Performance Disbursement 20, Executed Resolution 2019-7 authorizing Disbursement No. 20 Banc of America

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Delgado to Adopt a Resolution (#2019-7) authorizing Disbursement No. 20 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-013

Title

Adopt a Resolution authorizing Disbursement No. 20 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp. and City of Hattiesburg.

Summary

Johnson Controls Requisition No. 20

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. **20** of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING DISBURSEMENT NO. 20 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the “Lease”) pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the “Lease”).

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. **20** from the Escrow Account under the Lease in the total aggregate amount of \$ **159,655.18** for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. **20** from the Escrow Account under the Lease in the total aggregate amount of **One Hundred Fifty-Nine Thousand Six Hundred Fifty-Five and 18/100 Dollars (\$ 159,655.18)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. **20** in the total aggregate amount **One Hundred Fifty-Nine Thousand Six Hundred Fifty-Five and 18/100 Dollars (\$ 159,655.18)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **8th** day of **January, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th** day of **January, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the “Escrow Account and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), City of Hattiesburg, Mississippi (“Lessee”) and Bank of America, National Association, (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
City of Hattiesburg Attn:Engineering Department P. O. Box 1898 Hattiesburg, MS 39403-1898	Pay App 20	\$159,655.18	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: January 8, 2019

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Toby Barker

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

10/31/18	MAIN ST.	10,200.44
10/29/18	KRISPY KREME	852.02
10/17/18	WEDGEWOOD TRACE	754.00
09/24/18	N.29 TH & HILLSIDE	33,071.70
09/21/18	ARCADIA ST.	1,931.77
09/17/18	B.CHAIN AIRPORT	5,404.05
09/17/18	N.22 ND & PEARL	12,110.98
08/08/18	MDOT	6,501.87
08/07/18	DABBS & WILLIS	16,684.10
07/31/18	LINCOLN RD.	1,454.22
07/31/18	EDWARDS & SHELTON	1,289.09
05/24/17	E.7 TH ST.	69,410.94
TOTAL:		\$ 159,655.18

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018083

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: **MAIN STREET**
ITEM 20
10/19,22,23,2018

OR # 210865

Date	Ship Via	F.O.B.	Terms			
10/31/18		Origin	DUE UPON RECEIPT			
Purchase Order Number		Order Date	Sales Person	Our Order Number		
		10/31/18		02599		
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

			LEAKING VALVE/MAIN STREET OPEN MAIN STREET AT LEAKING VALVE AND REPAIR VALVES, RE PAVE ROAD		
32	32	LF	ITEM 20 ASPHALT SAWING	10.00	320.00
14.22	14.22	SY	ITEM 20 ASPHALT AND CONCRETE SAWING	10.00	142.20
14.64	14.64	TN	ITEM 20 CRUSHED CONCRETE	55.00	805.20
4.02	4.02	TN	ITEM 20 HOT MIX	127.00	510.54
48	48	HR	ITEM 20 SERVICE TRUCK	95.00	4560.00
16	16	HR	ITEM 20 MINI EXCAVATOR	65.00	1040.00
8.5	8.5	HR	ITEM 20 VACUUM TRUCK	85.00	722.50
14	14	HR	ITEM 20 DUMP TRUCK	65.00	910.00
14	14	HR	ITEM 20 SKID STEER W/BREAKER	85.00	1190.00

Invoice subtotal 10200.44

Invoice total 10200.44



11/19/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018079

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: **LEAK ACCOUNT**
KRISPY KREME
ITEM 20

OR # 210865

Date	Ship Via		F.O.B.	Terms		
10/29/18			Origin	DUE UPON RECEIPT		
Purchase Order Number:		Order Date	Sales Person		Our Order Number	
		10/29/18			02594	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

1	1	LS	KRISPY KREME/10/2018 FURNISH VACUUM TRUCK AND INSTALL 2- COLLAR LEAK CLAMPS FOR 2" SERVICE AT KRISPY KREME		
			ITEM 20	132.02	132.02
			MISCELLANEOUS: 2- 2" COLLAR LEAK CLAMPS		
4	4	HR	ITEM 20	95.00	380.00
			SERVICE TRUCK		
4	4	HR	ITEM 20	85.00	340.00
			VACUUM TRUCK		
Invoice subtotal					852.02
Invoice total					852.02

CR RL
11/19/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018076

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: 139 WEDGEWOOD TRACE
ITEM 20
10/4/2018

OR # 210865

Date		Ship Via		F.O.B.		Terms	
10/17/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			10/17/18				02592
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

FIRE HYDRANT REPAIR/139 WEDGEWOOD
TRACE
INSTALL NEW VALVE SEAT IN FIRE
HYDRANT
TO STOP LEAK

1	1	LS	ITEM 20	184.00	184.00
			MISCELLANEOUS: VALVE SEAT AND MINERAL OIL		
6	6	HR	ITEM 20	95.00	570.00
			SERVICE TRUCK		

Invoice subtotal 754.00

Invoice total 754.00



11/19/18

Thank You

C. J. MORGAN, INC
 712 EDGEWOOD DRIVE
 HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018068

Bill To: **CITY OF HATTIESBURG**
 P O BOX 1898
 HATTIESBURG, MS 39401

Ship To: **ITEM 20**
 NO 29 AND HILLSIDE
 9/2018

OR # 209317

** LEAK ACCOUNT*

Date		Ship Via		F.O.B.		Terms	
09/24/18				Origin		DUE UPON RECEIPT	
Purchase Order Number:			Order Date	Sales Person			Our Order Number
			09/24/18				02586
Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount	
				MAIN LINE LEAK NO 29TH AND HILLSIDE INSTALL 2 6" INSERTA VALVE TO STOP LEAK REPAIR LINE, REPLACE FIRE HYDRANT, REPAIR ANOTHER FIRE HYDRANT			
2	2	EA	ITEM 20	6" INSERTA VALVE	5150.00	10300.00	
1	1	EA	ITEM 20	FIRE HYDRANT	2150.00	2150.00	
1	1	EA	ITEM 20	6" GATE VALVE	840.00	840.00	
1	1	EA	ITEM 20	VALVE BOX	67.00	67.00	
2	2	EA	ITEM 20	SOLID SLEEVE	310.00	620.00	
1	1	EA	ITEM 20	6" BEND	390.00	390.00	
6.59	6.59	TN	ITEM 20	CRUSHED CONCRETE	55.00	362.45	
1	1	LS	ITEM 20	MISCELLANEOUS: 6" ANCHOR COUPLING 6" X 20" FULL CIRCLE CLAMP 2 COMPLETION PLUGS	1157.25	1157.25	
124.5	124.5	HR	ITEM 20	SERVICE TRUCK	95.00	11827.50	
41.5	41.5	HR	ITEM 20	MINI EXCAVATOR	65.00	2697.50	
22.5	22.5	HR	ITEM 20	VACUUM TRUCK	85.00	1912.50	
11.5	11.5	HR	ITEM 20	DUMP TRUCK	65.00	747.50	

Invoice subtotal 33071.70

Invoice total 33071.70

9/27/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018065

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

OR #209241
Ship To: **ITEM 20**
LEAK ACCOUNT
ARCADIA ST
9/20/18

Date		Ship Via		F.O.B.		Terms		
09/21/18				Origin		DUE UPON RECEIPT		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			09/21/18				02585	
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						

				LEAK ACCOUNT		
				WATER LEAK CAPTAIN D'S		
				ARCADIA ST		
				REPAIR WATER LEAKS		
1	1		LS	ITEM 20	61.77	61.77
				MISCELLANEOUS MATERIAL: GALVANIZED		
				FITTINGS		
11	11		HR	ITEM 20	95.00	1045.00
				SERVICE TRUCK		
5.5	5.5		HR	ITEM 20	85.00	467.50
				VACUUM TRUCK		
5.5	5.5		HR	ITEM 20	65.00	357.50
				MINI EXCAVATOR		

Invoice subtotal 1931.77

Invoice total 1931.77

Am R h

9/21/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018063

OR # 209241

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: LEAK ACCOUNT
WATER LEAKS
CHAIN AIRPOT
8/30/18

Date	Ship Via		F.O.B.	Terms		
09/17/18			Origin			
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		09/17/18			025082	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

WATER LEAKS/CHAIN ELECTRIC/LEAK ACCOUNT REPAIR 2 LEAKS AT AIRPORT						
1	1	LS	ITEM 20	MISCELLANEOUS: GALVANIZED FITTINGS AND GATE VALVES, CONCRETE VALVE PADS AND MARKERS	159.55	159.55
1	1	EA	ITEM 20	VALVE BOX	67.00	67.00
14	14	CY	ITEM 20	TOP SOIL	25.00	350.00
31.5	31.5	HR	ITEM 20	SERVICE TRUCK	95.00	2992.50
10.5	10.5	HR	ITEM 20	VACUUM TRUCK	85.00	892.50
10.5	10.5	HR	ITEM 20	MINI EXCAVATOR	65.00	682.50
4	4	HR	ITEM 20	DUMP TRUCK	65.00	260.00

Invoice subtotal 5404.05

Invoice total 5404.05


9/24/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018061

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

OR # 209241
Ship To: **ITEM 20**
NORTH 22ND AND PEARL

Date		Ship Via		F.O.B.		Terms	
09/17/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			09/17/18				02580
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				FIRE HYDRANT DAMAGED BY 18 WHEELER NO 22 ND AND PEARL REPAIR DAMAGE BY 18 WHEELER TAKING OUT FIRE HYDRANT, REPOUR SIDEWALK, REBUILD CURB INLET 9/4/2018			
1	1		EA	ITEM 20 6 X 6 TAPPING SADDLE AND VALVE	1775.00	1775.00	
5	5		LF	ITEM 20 6" DIP	29.00	145.00	
1	1		EA	ITEM 20 FIRE HYDRANT	2150.00	2150.00	
1	1		EA	ITEM 20 VALVE BOX	67.00	67.00	
1	1		LS	ITEM 20 MISCELLANEOUS:6" OVERSIZED CAP AND OVERSIZED ACCESSORIES BRICK MORTAR AND SAND FOR CURB INLET	483.58	483.58	
12.78	12.78		TN	ITEM 20 CRUSHED CONCRETE	55.00	702.90	
7	7		CY	ITEM 20 TOP SOIL	25.00	175.00	
1	1		CY	ITEM 20 MISCELLANEOUS CONCRETE	145.00	145.00	
46	46		HR	ITEM 20 SERVICE TRUCK	95.00	4370.00	
2.5	2.5		HR	ITEM 20 VACUUM TRUCK	85.00	212.50	
14.5	14.5		HR	ITEM 20 DUMP TRUCK	65.00	942.50	
14.5	14.5		HR	ITEM 20 MINI EXCAVATOR	65.00	942.50	
Invoice subtotal						12110.98	
Invoice total						12110.98	

Thank You


9/21/18

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018037

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

OR # 207768
Ship To: **ITEM 20**
MDOT

Date		Ship Via		F.O.B.		Terms	
07/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			08/07/18				02557
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

MDOT WATER LEAK @49 REPAIR CITY WATER LINE ON MDOT YARD AND REPAIR FENCE							
1	1		LS	ITEM 20 MISCELLANEOUS:FULL CIRCLE CLAMP, LINE MARKERS FENCE REPAIR	891.87	891.87	
34	34		HR	ITEM 20 SERVICE TRUCK	95.00	3230.00	
17	17		HR	ITEM 20 MINI EXCAVATOR	65.00	1105.00	
8.5	8.5		HR	ITEM 20 VACUUM TRUCK	85.00	722.50	
8.5	8.5		HR	ITEM 20 DUMP TRUCK	65.00	552.50	

Invoice subtotal 6501.87

Invoice total 6501.87


8/7/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018038

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

OR # 207768
Ship To: **ITEM 20**
DABBS AND WILLIS

Date		Ship Via		F.O.B.		Terms	
07/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date	Sales Person			Our Order Number
			08/07/18				02558
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

DABBS & WILLIS INSTALL INSERTA VALVE TO KILL DAMAGED FIRE HYDRANT, MAKE NEW HOT TAP FOR NEW FIRE HYDRANT							
1	1	EA	ITEM 20		4700.00	4700.00	
			4" INSERTA VALVE				
1	1	EA	ITEM 20		1775.00	1775.00	
			6" X 6" TAPPING SADDLE AND VALVE				
5	5	LF	ITEM 20		29.00	145.00	
			6" DIP				
1	1	EA	ITEM 20		2150.00	2150.00	
			FIRE HYDRANT				
1	1	EA	ITEM 20		67.00	67.00	
			VALVE BOX				
50.5	50.5	HR	ITEM 20		95.00	4797.50	
			SERVICE TRUCK				
15	15	HR	ITEM 20		65.00	975.00	
			MINI EXCAVATOR				
9.5	9.5	HR	ITEM 20		85.00	807.50	
			VACUUM TRUCK				
9.5	9.5	HR	ITEM 20		65.00	617.50	
			DUMP TRUCK				
1	1	LS	ITEM 20		649.60	649.60	
			MISCELLANEOUS: 4" COMPLETION PLUG, OVERSIZE FITTINGS TO KILL OLD FIRE HYDRANT				

Invoice subtotal 16684.10

Invoice total 16684.10


8/7/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018048

Bill To: **CITY OF HATTIESBURG**
P O BOX 1898
HATTIESBURG, MS 39401

OR #207972
Ship To: **ITEM 20**
LINCOLN ROAD/LIBERTY
PLACE
6/27/18

Date		Ship Via		F.O.B.		Terms	
07/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number		Order Date		Sales Person		Our Order Number	
		07/31/18				02568	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

				LINCOLN ROAD AND LIBERTY PLACE REPAIR AND RESET FIRE HYDRANT KNOCKED OVER BY CAR		
1	1	LS	ITEM 20	MISCELLANEOUS:6" ANCHOR COUPLING	149.22	149.22
9	9	HR	ITEM 20	SERVICE TRUCK	95.00	855.00
3	3	HR	ITEM 20	MINI EXCAVATOR	65.00	195.00
3	3	HR	ITEM 20	VACUUM TRUCK	85.00	255.00

Invoice subtotal 1454.22
Invoice total 1454.22


8/13/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018054

OK # 209002

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: ITEM 20
WATER LEAK
EDWARDS AND SHELTON
7/26/2018

Date	Ship Via		F.O.B.	Terms		
07/31/18			Origin	DUE UPON RECEIPT		
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		07/31/18			02574	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

				WATER LEAK/EDWARDS AND SHELTON REPAIR WATER LINE		
1	1		LS	ITEM 20	99.09	99.09
				MISCELLANEOUS: 2" X 1" FCC		
7	7		HR	ITEM 20	95.00	665.00
				SERVICE TRUCK		
3.5	3.5		HR	ITEM 20	85.00	297.50
				VACUUM TRUCK		
3.5	3.5		HR	ITEM 20	65.00	227.50
				MINI EXCAVATOR		

Invoice subtotal 1289.09

Invoice total 1289.09

009672.6360

2018-330
9/14/18

Thank You

C. J. MORGAN, INC.
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT16

Invoice No.: 2017032

Bill To: **CITY OF HATTIESBURG**
ATTN: WATER DEPT
P O BOX 1838
HATTIESBURG, MS 39401

Ship To: **EAST 7TH**
ITEM 20

OR# 194874

Date		Ship Via		F.O.B.		Terms				
05/24/17				Origin		DUE UPON RECEIPT				
Purchase Order Number			Order Date		Sales Person		Our Order Number			
			05/24/17				02504			
Quantity			Item Number		Description		Unit Price		Amount	
Required Shipped B.O.										

			EAST 7TH/20" MAIN BREAK REPAIR 20' MAIN DAMAGED BY RAILROAD		
1	1	LS	ITEM 20 MISC MATERIALS	4034.74	4034.74
13.5	13.5	LF	ITEM 20 20" DIP	87.00	1174.50
1	1	EA	ITEM 20 20" VALVE	11180.00	11180.00
15	15	LF	ITEM 20 6" DIP	28.07	421.05
126	126	CY	ITEM 20 SELECT FILL	9.50	1197.00
33.04	33.04	TN	ITEM 20 HOT MIX	135.00	4460.40
41.85	41.85	TN	ITEM 20 CRUSHED CONCRETE	55.00	2301.75
14	14	CY	ITEM 20 WASH GRAVEL	65.00	910.00
2	2	EA	ITEM 20 VALVE BOX	67.00	134.00
60	60	DY	ITEM 20 3" PUMPS/4 PUMPS@\$15.00 HR EA	20.00	1200.00
194	194	HR	ITEM 20 SERVICE TRUCKS	95.00	18430.00
89	89	HR	ITEM 20 DUMP TRUCK	65.00	5785.00
94	94	HR	ITEM 20 MINI EXCAVATOR	65.00	6110.00
46.5	46.5	HR	ITEM 20 VACUUM TRUCK	85.00	3952.50
41.5	41.5	HR	ITEM 20 CRAWLER TRACK HOE	105.00	4357.50
36.5	36.5	HR	ITEM 20 SMALL VIBRATING SHEEPFOOT ROLLER	60.00	2190.00
18.5	18.5	HR	ITEM 20	85.00	1572.50

Thank You

C. J. MORGAN, INC.
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT16
Invoice No.: 2017032

Bill To: **CITY OF HATTIESBURG**
ATTN: WATER DEPT
P O BOX 1838
HATTIESBURG, MS 39401

Ship To: **EAST 7TH**
ITEM 20

OR# 194874

Date		Ship Via		F.O.B.	Terms	
05/24/17				Origin	DUE UPON RECEIPT	
Purchase Order Number		Order Date		Sales Person		Our Order Number
		05/24/17				02504
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

SKID STEER

Invoice subtotal 69410.94

Invoice total 69410.94

Chad Fin
5/25/2017
009672.6360

Thank You

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 8th day of **January, 2019**, the following resolution:

RESOLUTION 2019-7

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. **20** of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 20 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. **20** from the Escrow Account under the Lease in the total aggregate amount of \$ **159,655.18** for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. **20** from the Escrow Account under the Lease in the total aggregate amount of **One Hundred Fifty-Nine Thousand Six Hundred Fifty-Five and 18/100 Dollars (\$ 159,655.18)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. **20** in the total aggregate amount **One Hundred Fifty-Nine Thousand Six Hundred Fifty-Five and 18/100 Dollars (\$ 159,655.18)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of **January, 2019**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of **January, 2019**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the “Escrow Account and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), City of Hattiesburg, Mississippi (“Lessee”) and Bank of America, National Association, (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
City of Hattiesburg Attn:Engineering Department P. O. Box 1898 Hattiesburg, MS 39403-1898	Pay App 20	\$159,655.18	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

10/31/18	MAIN ST.	10,200.44
10/29/18	KRISPY KREME	852.02
10/17/18	WEDGEWOOD TRACE	754.00
09/24/18	N.29 TH & HILLSIDE	33,071.70
09/21/18	ARCADIA ST.	1,931.77
09/17/18	B.CHAIN AIRPORT	5,404.05
09/17/18	N.22 ND & PEARL	12,110.98
08/08/18	MDOT	6,501.87
08/07/18	DABBS & WILLIS	16,684.10
07/31/18	LINCOLN RD.	1,454.22
07/31/18	EDWARDS & SHELTON	1,289.09
05/24/17	E.7 TH ST.	69,410.94
TOTAL:		\$ 159,655.18

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018083

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: MAIN STREET
ITEM 20
10/19,22,23,2018

OR # 210865

Date		Ship Via		F.O.B.		Terms	
10/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			10/31/18				02599
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				LEAKING VALVE/MAIN STREET OPEN MAIN STREET AT LEAKING VALVE AND REPAIR VALVES, RE PAVE ROAD			
32	32		LF	ITEM 20 ASPHALT SAWING	10.00	320.00	
14.22	14.22		SY	ITEM 20 ASPHALT AND CONCRETE SAWING	10.00	142.20	
14.64	14.64		TN	ITEM 20 CRUSHED CONCRETE	55.00	805.20	
4.02	4.02		TN	ITEM 20 HOT MIX	127.00	510.54	
48	48		HR	ITEM 20 SERVICE TRUCK	95.00	4560.00	
16	16		HR	ITEM 20 MINI EXCAVATOR	65.00	1040.00	
8.5	8.5		HR	ITEM 20 VACUUM TRUCK	85.00	722.50	
14	14		HR	ITEM 20 DUMP TRUCK	65.00	910.00	
14	14		HR	ITEM 20 SKID STEER W/BREAKER	85.00	1190.00	
Invoice subtotal						10200.44	
Invoice total						10200.44	



11/19/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018079

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: **LEAK ACCOUNT**
KRISPY KREME
ITEM 20

OR # 210865

Date	Ship Via		F.O.B.		Terms	
10/29/18			Origin		DUE UPON RECEIPT	
Purchase Order Number		Order Date	Sales Person		Our Order Number	
		10/29/18			02594	
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
				KRISPY KREME/10/2018 FURNISH VACUUM TRUCK AND INSTALL 2- COLLAR LEAK CLAMPS FOR 2" SERVICE AT KRISPY KREME		
1	1	LS	ITEM 20 MISCELLANEOUS: 2- 2" COLLAR LEAK CLAMPS		132.02	132.02
4	4	HR	ITEM 20 SERVICE TRUCK		95.00	380.00
4	4	HR	ITEM 20 VACUUM TRUCK		85.00	340.00
Invoice subtotal						852.02
Invoice total						852.02

CR RL

11/19/18

Thank You

C. J. MORGAN, INC
7722 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018076

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: 139 WEDGEWOOD TRACE
ITEM 20
10/4/2018

OR # 210865

Date		Ship Via		F.O.B.		Terms	
10/17/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			10/17/18				02592
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				FIRE HYDRANT REPAIR/139 WEDGEWOOD TRACE INSTALL NEW VALVE SEAT IN FIRE HYDRANT TO STOP LEAK			
1	1		LS	ITEM 20 MISCELLANEOUS: VALVE SEAT AND MINERAL OIL	184.00	184.00	
6	6		HR	ITEM 20 SERVICE TRUCK	95.00	570.00	
Invoice subtotal						754.00	
Invoice total						754.00	


11/19/18

Thank You

C. J. MORGAN, INC
 712 EDGEWOOD DRIVE
 HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
 Invoice No.: 2018068

Bill To: **CITY OF HATTIESBURG**
 P O BOX 1898
 HATTIESBURG, MS 39401

OR # 209317
 Ship To: **ITEM 20**
 NO 29 AND HILLSIDE
 9/2018
 * LEAK ACCOUNT

Date		Ship Via		F.O.B.		Terms	
09/24/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			09/24/18				02586
Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount	
				MAIN LINE LEAK NO 29TH AND HILLSIDE INSTALL 2 6" INSERTA VALVE TO STOP LEAK REPAIR LINE, REPLACE FIRE HYDRANT, REPAIR ANOTHER FIRE HYDRANT			
2	2	EA	ITEM 20	6" INSERTA VALVE	5150.00	10300.00	
1	1	EA	ITEM 20	FIRE HYDRANT	2150.00	2150.00	
1	1	EA	ITEM 20	6" GATE VALVE	840.00	840.00	
1	1	EA	ITEM 20	VALVE BOX	67.00	67.00	
2	2	EA	ITEM 20	SOLID SLEEVE	310.00	620.00	
1	1	EA	ITEM 20	6" BEND	390.00	390.00	
6.59	6.59	TN	ITEM 20	CRUSHED CONCRETE	55.00	362.45	
1	1	LS	ITEM 20	MISCELLANEOUS: 6" ANCHOR COUPLING 6" X 20" FULL CIRCLE CLAMP 2 COMPLETION PLUGS	1157.25	1157.25	
124.5	124.5	HR	ITEM 20	SERVICE TRUCK	95.00	11827.50	
41.5	41.5	HR	ITEM 20	MINI EXCAVATOR	65.00	2697.50	
22.5	22.5	HR	ITEM 20	VACUUM TRUCK	85.00	1912.50	
11.5	11.5	HR	ITEM 20	DUMP TRUCK	65.00	747.50	

Invoice subtotal 33071.70
 Invoice total 33071.70

[Signature]
 9/27/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018065

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

OR #209241
Ship To: ITEM 20
LEAK ACCOUNT
ARCADIA ST
9/20/18

Date		Ship Via		F.O.B.		Terms	
09/21/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			09/21/18				02585
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				LEAK ACCOUNT WATER LEAK CAPTAIN D'S ARCADIA ST REPAIR WATER LEAKS			
1	1		LS	ITEM 20 MISCELLANEOUS MATERIAL: GALVANIZED FITTINGS	61.77	61.77	
11	11		HR	ITEM 20 SERVICE TRUCK	95.00	1045.00	
5.5	5.5		HR	ITEM 20 VACUUM TRUCK	85.00	467.50	
5.5	5.5		HR	ITEM 20 MINI EXCAVATOR	65.00	357.50	
Invoice subtotal						1931.77	
Invoice total						1931.77	

OR R h

9/21/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018063

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

OR # 209241
Ship To: LEAK ACCOUNT
WATER LEAKS
CHAIN AIRPOT
8/30/18

Date		Ship Via		F.O.B.		Terms	
09/17/18				Origin			
Purchase Order Number			Order Date		Sales Person		Our Order Number
			09/17/18				025082
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				WATER LEAKS/CHAIN ELECTRIC/LEAK ACCOUNT REPAIR 2 LEAKS AT AIRPORT			
1	1		LS	ITEM 20 MISCELLANEOUS: GALVANIZED FITTINGS AND GATE VALVES, CONCRETE VALVE PADS AND MARKERS	159.55	159.55	
1	1		EA	ITEM 20 VALVE BOX	67.00	67.00	
14	14		CY	ITEM 20 TOP SOIL	25.00	350.00	
31.5	31.5		HR	ITEM 20 SERVICE TRUCK	95.00	2992.50	
10.5	10.5		HR	ITEM 20 VACUUM TRUCK	85.00	892.50	
10.5	10.5		HR	ITEM 20 MINI EXCAVATOR	65.00	682.50	
4	4		HR	ITEM 20 DUMP TRUCK	65.00	260.00	
Invoice subtotal						5404.05	
Invoice total						5404.05	


9/21/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018061

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

OR # 209241
Ship To: ITEM 20
NORTH 22ND AND PEARL

Date		Ship Via		F.O.B.		Terms	
09/17/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date		Sales Person		Our Order Number
			09/17/18				02580
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				FIRE HYDRANT DAMAGED BY 18 WHEELER NO 22 ND AND PEARL REPAIR DAMAGE BY 18 WHEELER TAKING OUT FIRE HYDRANT, REPOUR SIDEWALK, REBUILD CURB INLET 9/4/2018			
1	1		EA	ITEM 20 6 X 6 TAPPING SADDLE AND VALVE	1775.00	1775.00	
5	5		LF	ITEM 20 6" DIP	29.00	145.00	
1	1		EA	ITEM 20 FIRE HYDRANT	2150.00	2150.00	
1	1		EA	ITEM 20 VALVE BOX	67.00	67.00	
1	1		LS	ITEM 20 MISCELLANEOUS: 6" OVERSIZED CAP AND OVERSIZED ACCESSORIES BRICK MORTAR AND SAND FOR CURB INLET	483.58	483.58	
12.78	12.78		TN	ITEM 20 CRUSHED CONCRETE	55.00	702.90	
7	7		CY	ITEM 20 TOP SOIL	25.00	175.00	
1	1		CY	ITEM 20 MISCELLANEOUS CONCRETE	145.00	145.00	
46	46		HR	ITEM 20 SERVICE TRUCK	95.00	4370.00	
2.5	2.5		HR	ITEM 20 VACUUM TRUCK	85.00	212.50	
14.5	14.5		HR	ITEM 20 DUMP TRUCK	65.00	942.50	
14.5	14.5		HR	ITEM 20 MINI EXCAVATOR	65.00	942.50	
Invoice subtotal						12110.98	
Invoice total						12110.98	

Thank You


9/21/18

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018
Invoice No.: 2018037

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

OR # 207768
Ship To: ITEM 20
MDOT

Date		Ship Via		F.O.B.		Terms	
07/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date	Sales Person			Our Order Number
			08/07/18				02557
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				MDOT WATER LEAK @49 REPAIR CITY WATER LINE ON MDOT YARD AND REPAIR FENCE			
1	1		LS	ITEM 20 MISCELLANEOUS:FULL CIRCLE CLAMP, LINE MARKERS FENCE REPAIR	891.87	891.87	
34	34		HR	ITEM 20 SERVICE TRUCK	95.00	3230.00	
17	17		HR	ITEM 20 MINI EXCAVATOR	65.00	1105.00	
8.5	8.5		HR	ITEM 20 VACUUM TRUCK	85.00	722.50	
8.5	8.5		HR	ITEM 20 DUMP TRUCK	65.00	552.50	
Invoice subtotal						6501.87	
Invoice total						6501.87	


8/7/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

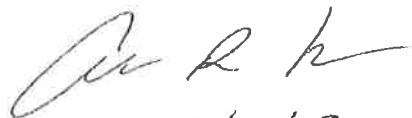
Invoice

Customer No.: HBWT2018
Invoice No.: 2018038

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

OR # 207768
Ship To: ITEM 20
DABBS AND WILLIS

Date		Ship Via		F.O.B.		Terms	
07/31/18				Origin		DUE UPON RECEIPT	
Purchase Order Number			Order Date	Sales Person		Our Order Number	
			08/07/18			02558	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
				DABBS & WILLIS INSTALL INSERTA VALVE TO KILL DAMAGED FIRE HYDRANT, MAKE NEW HOT TAP FOR NEW FIRE HYDRANT			
1	1		EA	ITEM 20 4" INSERTA VALVE	4700.00	4700.00	
1	1		EA	ITEM 20 6" X 6" TAPPING SADDLE AND VALVE	1775.00	1775.00	
5	5		LF	ITEM 20 6" DIP	29.00	145.00	
1	1		EA	ITEM 20 FIRE HYDRANT	2150.00	2150.00	
1	1		EA	ITEM 20 VALVE BOX	67.00	67.00	
50.5	50.5		HR	ITEM 20 SERVICE TRUCK	95.00	4797.50	
15	15		HR	ITEM 20 MINI EXCAVATOR	65.00	975.00	
9.5	9.5		HR	ITEM 20 VACUUM TRUCK	85.00	807.50	
9.5	9.5		HR	ITEM 20 DUMP TRUCK	65.00	617.50	
1	1		LS	ITEM 20 MISCELLANEOUS: 4" COMPLETION PLUG, OVERSIZE FITTINGS TO KILL OLD FIRE HYDRANT	649.60	649.60	
Invoice subtotal						16684.10	
Invoice total						16684.10	


8/7/18
Thank You

C. J. MORGAN, INC
 712 EDGEWOOD DRIVE
 HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018048

OR #207972

Bill To: **CITY OF HATTIESBURG**
 P O BOX 1898
 HATTIESBURG, MS 39401

Ship To: **ITEM 20**
 LINCOLN ROAD/LIBERTY
 PLACE
 6/27/18

Date	Ship Via	F.O.B.	Terms
07/31/18		Origin	DUE UPON RECEIPT
Purchase Order Number	Order Date	Sales Person	Our Order Number
	07/31/18		02568
Quantity			
Required	Shipped	B.O.	
Item Number	Description	Unit Price	Amount

			LINCOLN ROAD AND LIBERTY PLACE REPAIR AND RESET FIRE HYDRANT KNOCKED OVER BY CAR		
1	1	LS	ITEM 20 MISCELLANEOUS:6" ANCHOR COUPLING	149.22	149.22
9	9	HR	ITEM 20 SERVICE TRUCK	95.00	855.00
3	3	HR	ITEM 20 MINI EXCAVATOR	65.00	195.00
3	3	HR	ITEM 20 VACUUM TRUCK	85.00	255.00

Invoice subtotal 1454.22

Invoice total 1454.22

Car R L
8/13/18

Thank You

C. J. MORGAN, INC
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT2018

Invoice No.: 2018054

OR # 209002

Bill To: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39401

Ship To: ITEM 20
WATER LEAK
EDWARDS AND SHELTON
7/26/2018

Date		Ship Via		F.O.B.		Terms		
07/31/18				Origin		DUE UPON RECEIPT		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
07/31/18				02574				
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						
				WATER LEAK/EDWARDS AND SHELTON REPAIR WATER LINE				
1	1		LS	ITEM 20 MISCELLANEOUS: 2" X 1" FCC	99.09	99.09		
7	7		HR	ITEM 20 SERVICE TRUCK	95.00	665.00		
3.5	3.5		HR	ITEM 20 VACUUM TRUCK	85.00	297.50		
3.5	3.5		HR	ITEM 20 MINI EXCAVATOR	65.00	227.50		
Invoice subtotal						1289.09		
Invoice total						1289.09		

009672.6360
Du R K
2018-330
9/14/18

Thank You

C. J. MORGAN, INC.
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT16
Invoice No.: 2017032

Bill To: CITY OF HATTIESBURG
ATTN: WATER DEPT
P O BOX 1838
HATTIESBURG, MS 39401

Ship To: EAST 7TH
ITEM 20

OR# 194874

Date		Ship Via		F.O.B.		Terms		
05/24/17				Origin		DUE UPON RECEIPT		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			05/24/17				02504	
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						
				EAST 7TH/20" MAIN BREAK REPAIR 20' MAIN DAMAGED BY RAILROAD				
1	1		LS	ITEM 20	4034.74	4034.74		
				MISC MATERIALS				
13.5	13.5		LF	ITEM 20	87.00	1174.50		
				20" DIP				
1	1		EA	ITEM 20	11180.00	11180.00		
				20" VALVE				
15	15		LF	ITEM 20	28.07	421.05		
				6" DIP				
126	126		CY	ITEM 20	9.50	1197.00		
				SELECT FILL				
33.04	33.04		TN	ITEM 20	135.00	4460.40		
				HOT MIX				
41.85	41.85		TN	ITEM 20	55.00	2301.75		
				CRUSHED CONCRETE				
14	14		CY	ITEM 20	65.00	910.00		
				WASH GRAVEL				
2	2		EA	ITEM 20	67.00	134.00		
				VALVE BOX				
60	60		DY	ITEM 20	20.00	1200.00		
				3" PUMPS/4 PUMPS@\$15.00 HR EA				
194	194		HR	ITEM 20	95.00	18430.00		
				SERVICE TRUCKS				
89	89		HR	ITEM 20	65.00	5785.00		
				DUMP TRUCK				
94	94		HR	ITEM 20	65.00	6110.00		
				MINI EXCAVATOR				
46.5	46.5		HR	ITEM 20	85.00	3952.50		
				VACUUM TRUCK				
41.5	41.5		HR	ITEM 20	105.00	4357.50		
				CRAWLER TRACK HOE				
36.5	36.5		HR	ITEM 20	60.00	2190.00		
				SMALL VIBRATING SHEEPFOOT ROLLER				
18.5	18.5		HR	ITEM 20	85.00	1572.50		

Thank You

C. J. MORGAN, INC.
712 EDGEWOOD DRIVE
HATTIESBURG, MS 39401

Invoice

Customer No.: HBWT16
Invoice No.: 2017032

Bill To: CITY OF HATTIESBURG
ATTN: WATER DEPT
P O BOX 1838
HATTIESBURG, MS 39401

Ship To: EAST 7TH
ITEM 20

OR# 194874

Date	Ship Via		F.O.B.	Terms	
05/24/17			Origin	DUE UPON RECEIPT	
Purchase Order Number		Order Date	Sales Person		Our Order Number
		05/24/17			02504
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				
SKID STEER					

Invoice subtotal 69410.94
Invoice total 69410.94

Chad F.
5/25/2017
009672.6360

Thank You

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

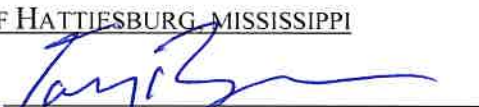
(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: January 8, 2019

CITY OF HATTIESBURG, MISSISSIPPI

By:



Mayor Toby Barker

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:



City of Hattiesburg, MS

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

Master

File Number: 2019-015

File ID: 2019-015

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/02/2019

Brief Title: Innovation Park Rights of Way Survey

Final Action: 01/08/2019

Minute Book Number: MB 2019-6

Title:

Approve contract with Shows, Dearman & Waits, Inc. for professional services related to the Survey of Innovation and Commercialization Park Rights of Way project; Authorize Mayor to execute in duplicate.

Notes: Please return one executed original to engineering.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-10

Sponsors:

Enactment Date:

Attachments: 11280_SDW_Contract_Owner_Engineer, Executed Agreement with Shows, Dearman & Waits, Inc rights of way project

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve contract with Shows, Dearman & Waits, Inc. for professional services related to the Survey of Innovation and Commercialization Park Rights of Way project; Authorize Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-015

Title

Approve contract with Shows, Dearman & Waits, Inc. for professional services related to the Survey of Innovation and Commercialization Park Rights of Way project; Authorize Mayor to execute in duplicate.

Summary

Innovation Park Rights of Way Survey

Budget Information

001203.6015

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 2, 2019 ("Effective Date") between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Survey of Innovation and Commercialization Park Rights of Way ("Project").

Engineer's services under this Agreement are generally identified as follows: *Boundary survey, boundary description and survey plat of the rights of way inside the area known as the Innovation and Commercialization Park that are intended to be owned by the City of Hattiesburg.* ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$9,200.00.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: None
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because

Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and
 - 3. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of Hattiesburg**

Engineer: **Shows, Dearman and Waits, Inc.**

By:

By:



Print name: **Toby Barker**

Print name: **Shea McNease, P.E.**

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-004

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Shea E. McNease, P.E.

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@sd-w.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 2, 2019.

Engineer's Standard Hourly Rates - 2017

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

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Engineer's services under this Agreement are generally identified as follows: *Boundary survey, boundary description and survey plat of the rights of way inside the area known as the Innovation and Commercialization Park that are intended to be owned by the City of Hattiesburg.* ("Services").

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- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$9,200.00.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because

Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and
 - 3. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of Hattiesburg**

By:

Print name: Toby Barker

Title: Mayor

Date Signed: 1/8/19

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Engineer: **Shows, Dearman and Waits, Inc.**

By:

Print name: Shea McNease, P.E.

Title: President

Date Signed: 1/2/19

Engineer License or Firm's Certificate No. (if required):

E-004

State of: Mississippi

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea E. McNease, P.E.

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@sd-w.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **January 2, 2019**.

Engineer's Standard Hourly Rates - 2017

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour



City of Hattiesburg, MS

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

Master

File Number: 2019-007

File ID: 2019-007

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Lighting agreement for Willis and John Streets

Final Action: 01/08/2019

Minute Book Number: MB 2019-6

Title:

Approve lighting agreement with Ms. Power for additional lighting at 302 Willis St. and 900 John St. for an additional monthly cost of \$25.18; Authorize Mayor to execute.

Notes: Please return PDF of executed document to engineering.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-11

Sponsors:

Enactment Date:

Attachments: MS Power-302 Willis St, Executed MS Power Lighting Agreement 302 Willis Street and 900 John Street

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve lighting agreement with Ms. Power for additional lighting at 302 Willis St. and 900 John St. for an additional monthly cost of \$25.18; Authorize Mayor to execute.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-007

Title

Approve lighting agreement with Ms. Power for additional lighting at 302 Willis St. and 900 John St. for an additional monthly cost of \$25.18; Authorize Mayor to execute.

Summary

Lighting Agreement for Willis and John Streets

DATE 10/16/10

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE XDATE: XDEVELOPER NAME N/AACCOUNT # 59841-82000DEVELOPER SIGNATURE N/ADATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plan for development.

TO: MISSISSIPPI POWER COMPANY (_____)

C/O Joey Jarrell

DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT

NUMBER TO INSTALL (I)
NUMBER TO REMOVE (R)

LOCATION AND COMMENTS

COBRA HEAD FIXTURES

100 WATT HPS

150 WATT HPS

250 WATT HPS

400 WATT HPS

1000 WATT HPS

350 WATT MH

302 Willis St. - T# 17178~~900~~ John St. - T# 190199900

LED FIXTURES

90 WATT LED

110 WATT LED

190 WATT LED

280 WATT LED

I-2

OTHER FIXTURES

Increase \$25.00

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE 10/14/18

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE X [Signature] DATE 11/8/19

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plan for development

TO: MISSISSIPPI POWER COMPANY (_____))

C/O Joey Jarrell DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS		<u>302 Willis St. - T# 17178</u>
150 WATT HPS		<u>800 John St. - T# 190199</u>
250 WATT HPS		<u>900</u>
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-2</u>	
110 WATT LED		
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		<u>Increase \$25.12</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US



City of Hattiesburg, MS

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

Master

File Number: 2019-010

File ID: 2019-010

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project; Authorize Mayor to execute in triplicate.

Final Action: 01/08/2019

Minute Book Number: MB 2019-7

Title:

Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project for a total decrease in construction costs of \$288.54; Authorize Mayor to execute in triplicate.

Notes: Please return 2 executed originals to engineering.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-12

Sponsors:

Enactment Date:

Attachments: 104-16 Construction Change Request No 2, Executed Change Request No 2 and Final - Hwy 11 Medical Park Access Roadway Project

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project for a total decrease in construction costs of \$288.54; Authorize Mayor to execute in triplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-010

Title

Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project for a total decrease in construction costs of \$288.54; Authorize Mayor to execute in triplicate.

Summary

Approve Change Request No. 2 & Final for the Highway 11 Medical Park Access Roadway project; Authorize Mayor to execute in triplicate.



December 4, 2018

SN: 104-16

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, Mississippi 39403

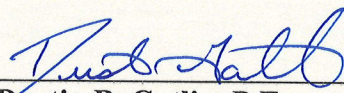
**RE: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)
City of Hattiesburg, Mississippi**

Dear Mr. Rutland:

Enclosed find Construction Change Request No. 2 & Final for the above referenced project resulting in an decrease to the project in the amount of \$288.54 and a final construction cost of \$501,854.96. This change request reflects final quantities for all pay items that varied from the original plan quantity at the conclusion of the project. The Contractor (Warren Paving) has agreed to this change order and has executed the Construction Change Request No. 2 document included with this letter.

If you should have any questions, please give me a call at 601-583-2127.

Sincerely,


Dustin B. Gatlin, P.E.

Enclosure

cc: Jeremy Patterson, Project Manager
Warren Paving, Inc.

Michele Moore, CGW
Professional Grant Management Services, LLC

Alex Agnew, Chief Financial Officer
Hattiesburg Clinic, P.A.



THE WALKER ASSOCIATES, PLLC
ENGINEERS – PLANNERS - DESIGNERS
P.O. Box 16496, Hattiesburg, Mississippi 39404-6496
601-583-2127 Phone / 601-582-1300 Fax

CONSTRUCTION CHANGE REQUEST NO. 2 & FINAL

Project: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)

12/3/2018
City of Hattiesburg, Forrest County, Mississippi

The following changes on the above project are recommended for the reasons stated in detail:

- 1) Pay Item No. S-203-A, UNCLASSIFIED EXCAVATION (FM), increased by 320 Cu. Yds. due to: field conditions during rough grading required additional unclassified excavation above plan quantity.
- 2) Pay Item No. S-304-D, CRUSHED STONE, increased by 24.2 tons due to: field conditions required additional crushed stone above plan quantity.
- 3) Pay Item No. S-403-A, HOT MIX ASPHALT, (ST)(9.5MM)), increased by 31.5 tons due to: field conditions required additional hot mix asphalt, above plan quantity.
- 4) Pay Item No. S-403-A, HOT MIX ASPHALT, (ST)(12.5MM)), increased by 11.8 tons due to: field conditions required additional hot mix asphalt above plan quantity.
- 5) Pay Item No. S-403-A, HOT MIX ASPHALT, (ST)(9.5MM)), decreased by 27.2 tons due to: field conditions did not require plan quantity.
- 6) Pay Item No. S-608-A, CONCRETE SIDEWALK, decreased by 19.8 Sq. Yds. due to: field conditions (construction access to adjoining parcel) prohibited the construction of a portion of the sidewalk as shown on construction plans.
- 7) Pay Item No. S-609-D, COMBINATION CURB AND GUTTER, decreased by 185 Lin. Ft. due to: field conditions (construction access to adjoining parcel) prohibited the construction of a portion of the curb and gutter as shown on construction plans.
- 8) Pay Item No. 901-S-212-A, AGRICULTURAL LIMESTONE, decreased by 1 ton, due to: permanent erosion control was not placed due to on-going construction on adjoining parcels.
- 9) Pay Item No. S-212-B, COMMERCIAL FERTILIZER (13-13-13) decreased by 0.5 ton, due to: permanent erosion control was not placed due to on-going construction on adjoining parcels.
- 10) Pay Item No. S-212-F, AMMONIUM NITRATE, decreased by 0.1 ton, due to: permanent erosion control was not placed due to on-going construction on adjoining parcels.
- 11) Pay Item No. S-215-A, VEGETATIVE MATERIALS FOR MULCH, decreased by 1 ton, due to: permanent erosion control was not placed due to on-going construction on adjoining parcels.
- 12) Pay Item No. S-815-E, LOOSE RIPRAP, 200 LB, increased by 20 tons, due to: riprap was removed in previous change order (CCR1) because it was believed that sufficient on-site quantity from a previous project existed. Existing on-site quantity was not sufficient; therefore, the quantity in this pay item was necessary.

PAY ITEM NO.	PAY ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	ORIGINAL TOTAL	FINAL TOTAL
S-203-A	UNCLASSIFIED EXCAVATION (FM)	930.0	1,250.0	Cu. Yds.	\$6.70	\$6,231.00	\$8,375.00
S-304-D	CRUSHED STONE	405.0	429.2	Ton	\$39.00	\$15,795.00	\$16,740.36
S-403-A	HOT MIX ASPHALT, (ST)(9.5MM)	240.0	271.5	Ton	\$95.00	\$22,800.00	\$25,790.60
S-403-A	HOT MIX ASPHALT, (ST)(12.5MM)	320.0	331.8	Ton	\$86.00	\$27,520.00	\$28,536.52
S-403-A	HOT MIX ASPHALT, (ST)(19MM)	480.0	452.8	Ton	\$83.50	\$40,080.00	\$37,808.80
S-608-A	CONCRETE SIDEWALK	920.0	900.2	Sq. Yds.	\$44.50	\$40,940.00	\$40,060.68
S-609-D	COMBINATION CURB AND GUTTER	1,720.0	1,535.0	Lin. Ft.	\$20.70	\$35,604.00	\$31,774.50
901-S-212-A	AGRICULTURAL LIMESTONE	1.0	-	Ton	\$290.00	\$290.00	\$0.00
S-212-B	COMMERCIAL FERTILIZER (13-13-13)	0.5	-	Ton	\$1,160.00	\$580.00	\$0.00
S-212-F	AMMONIUM NITRATE	0.1	-	Ton	\$5,800.00	\$580.00	\$0.00
S-215-A	VEGETATIVE MATERIAL FOR MULCH	1.0	-	Ton	\$580.00	\$580.00	\$0.00
S-815-E	LOOSE RIPRAP, 200 LB	-	20.0	Ton	\$81.25	\$0.00	\$1,625.00
TOTALS						\$191,000.00	\$190,711.46

ORIGINAL COST OF PAY ITEMS SHOWN ABOVE:	\$ 191,000.00
REVISED COST OF ITEMS SHOWN ABOVE:	\$ 190,711.46
INCREASE TO PROJECT:	\$ (288.54)

ORIGINAL CONTRACT PRICE	(A)	\$ 498,695.00
Contingencies Per Estimate	(B)	\$ -
TOTAL CONTRACT ITEMS (A-B)	(C)	\$ 498,695.00
TOTAL (Previously Approved Change Requests)	(D)	\$ 3,448.50
(+) Plus (-) Minus		
NEW TOTAL- CONTRACT ITEMS (C+/-D)	(E)	\$ 502,143.50
ESTIMATED AMOUNT - THIS REQUEST	(F)	\$ (288.54)
() Plus (-) Minus		
REVISED TOTAL - CONTRACT ITEMS (E+/-F)	(G)	\$ 501,854.96
INDICATED UNDERRUN (A-G)		\$ (288.54)
INDICATED OVERRUN (G-A)		\$ -

ENGINEER RECOMMENDATION:
December 3, 2018
[Signature] Project Engineer
Engineer Representative Signature/Title

CONTRACTOR APPROVAL:
[Signature] 2018
[Signature] Estimator/PM
Contractor Representative Signature/Title

OWNER APPROVAL:
_____, 2018
Owner Representative/Title



THE WALKER ASSOCIATES, PLLC
ENGINEERS – PLANNERS - DESIGNERS
P.O. Box 16496, Hattiesburg, Mississippi 39404-6496
601-583-2127 Phone / 601-582-1300 Fax

CONSTRUCTION CHANGE REQUEST NO. 2 & FINAL

Project: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)

12/3/2018
City of Hattiesburg, Forrest County, Mississippi

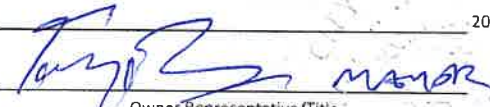
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S-403-A	HOT MIX ASPHALT, (ST)(12.5MM)	320.0	331.8	Ton	\$86.00	\$27,520.00	\$28,536.52
S-403-A	HOT MIX ASPHALT, (ST)(19MM)	480.0	452.8	Ton	\$83.50	\$40,080.00	\$37,808.80
S-608-A	CONCRETE SIDEWALK	920.0	900.2	Sq. Yds.	\$44.50	\$40,940.00	\$40,060.68
S-609-D	COMBINATION CURB AND GUTTER	1,720.0	1,535.0	Lin. Ft.	\$20.70	\$35,604.00	\$31,774.50
901-S-212-A	AGRICULTURAL LIMESTONE	1.0	-	Ton	\$290.00	\$290.00	\$0.00
S-212-B	COMMERCIAL FERTILIZER (13-13-13)	0.5	-	Ton	\$1,160.00	\$580.00	\$0.00
S-212-F	AMMONIUM NITRATE	0.1	-	Ton	\$5,800.00	\$580.00	\$0.00
S-215-A	VEGETATIVE MATERIAL FOR MULCH	1.0	-	Ton	\$580.00	\$580.00	\$0.00
S-815-E	LOOSE RIPRAP, 200 LB	-	20.0	Ton	\$81.25	\$0.00	\$1,625.00
TOTALS						\$191,000.00	\$190,711.46

ORIGINAL COST OF PAY ITEMS SHOWN ABOVE:	\$ 191,000.00
REVISED COST OF ITEMS SHOWN ABOVE:	\$ 190,711.46
INCREASE TO PROJECT:	\$ (288.54)

ORIGINAL CONTRACT PRICE	(A)	\$ 498,695.00
Contingencies Per Estimate	(B)	\$ -
TOTAL CONTRACT ITEMS (A-B)	(C)	\$ 498,695.00
TOTAL (Previously Approved Change Requests)	(D)	\$ 3,448.50
(+) Plus (-) Minus		
NEW TOTAL- CONTRACT ITEMS (C+/-D)	(E)	\$ 502,143.50
ESTIMATED AMOUNT - THIS REQUEST	(F)	\$ (288.54)
(-) Plus (+) Minus		
REVISED TOTAL - CONTRACT ITEMS (E+/-F)	(G)	\$ 501,854.96
INDICATED UNDERRUN (A-G)		\$ (288.54)
INDICATED OVERRUN (G-A)		\$ -

ENGINEER RECOMMENDATION:	
December 3, 2018	
	Project Engineer
Engineer Representative Signature/Title	
CONTRACTOR APPROVAL:	
	
Contractor Representative Signature/Title	
OWNER APPROVAL:	
	
Owner Representative/Title	



City of Hattiesburg, MS

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

Master

File Number: 2019-012

File ID: 2019-012

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Amendment to Lease Agreement with Banc of America to extend acquisition period to May 30, 2019

Final Action: 01/08/2019

Minute Book Number: MB 2019-7

Title:

Authorize Mayor to execute Amendment No. 2 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Banc of America Public Capital Corp and the City of Hattiesburg, Mississippi to extend the acquisition period to May 30, 2019.

Notes: Please return 1 executed original to engineering.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-13

Sponsors:

Enactment Date:

Attachments: Amendment #2, Amendment No. 2 Equipment Lease Agreement

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize Mayor to execute Amendment No. 2 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Banc of America Public Capital Corp and the City of Hattiesburg, Mississippi to extend the acquisition period to May 30, 2019.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-012

Title

Authorize Mayor to execute Amendment No. 2 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Banc of America Public Capital Corp and the City of Hattiesburg, Mississippi to extend the acquisition period to May 30, 2019.

Summary

Authorize Mayor to execute Amendment No. 2 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 between Banc of America Public Capital Corp and the City of Hattiesburg, Mississippi to extend the acquisition period to May 30, 2019.

**Amendment Number 2
to Equipment Lease/Purchase Agreement**

This Amendment Number 2 (this "**Amendment**") is made this 12th day of December, 2018 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 (together with the Equipment Schedule, the Payment Schedule and all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, the "**Agreement**"), between Banc of America Public Capital Corp ("**Lessor**") and City of Hattiesburg, Mississippi ("**Lessee**").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Acquisition Period of November 30, 2018 is deleted and replaced with May 30, 2019.
2. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment, which is intended to take effect as a sealed instrument, as of the day and year first written above.

Banc of America Public Capital Corp (Lessor)

City of Hattiesburg, Mississippi (Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**Amendment Number 2
to Equipment Lease/Purchase Agreement**

This Amendment Number 2 (this "Amendment") is made this 12th day of December, 2018 to that certain Equipment Lease/Purchase Agreement dated as of February 4, 2016 (together with the Equipment Schedule, the Payment Schedule and all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, the "Agreement"), between Banc of America Public Capital Corp ("Lessor") and City of Hattiesburg, Mississippi ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to the Agreement; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Agreement.

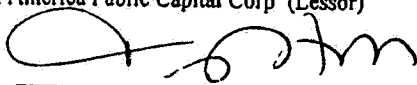
NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

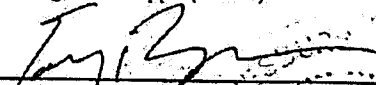
1. Acquisition Period of November 30, 2018 is deleted and replaced with May 30, 2019.
2. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment, which is intended to take effect as a sealed instrument, as of the day and year first written above.

Banc of America Public Capital Corp (Lessor)

City of Hattiesburg, Mississippi (Lessee)

By: 

By: 

Printed Name:

Terri J. Preston

Printed Name:

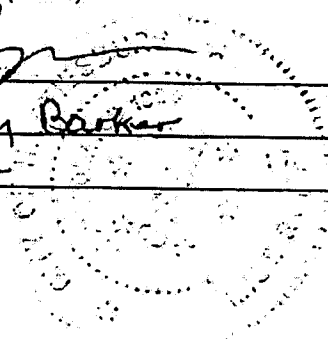
Toby Barker

Title:

Authorized Agent

Title:

Mayor





City of Hattiesburg, MS

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

Master

File Number: 2019-011

File ID: 2019-011

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Lamar Blvd Infrastructure Improvements Project MDA
DIP Grant #388 Modification No. 2

Final Action: 01/08/2019

Minute Book Number: MB 2019-7

Title:

Authorize Mayor to execute in triplicate Modification No. 2 of the MDA DIP Grant #388, Lamar Boulevard Infrastructure Improvements Project, to extend the contract ending date to December 31, 2021.

Notes: Please return 2 executed originals to engineering.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-14

Sponsors:

Enactment Date:

Attachments: DIP Grant #388 Modification #2, Executed
Modification No. 2 MDA DIP Grant 388 - Lamar Blvd
Infrastructure Impr Project

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute in triplicate Modification No. 2 of the MDA DIP Grant #388, Lamar Boulevard Infrastructure Improvements Project, to extend the contract ending date to December 31, 2021.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-011

Title

Authorize Mayor to execute in triplicate Modification No. 2 of the MDA DIP Grant #388, Lamar Boulevard Infrastructure Improvements Project, to extend the contract ending date to December 31, 2021.

Summary

Lamar Blvd Infrastructure Improvements Project MDA DIP Grant #388 Modification No. 2



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

December 10, 2018

Honorable Toby Barker
Mayor
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Subject: Development Infrastructure Program (DIP)
Modification Signature Sheet
City of Hattiesburg - Grant Number: #DIP #388

Dear Mayor Barker:

The **Modification Signature Sheet** forms are enclosed for your signature. Please review the agreement carefully, then sign all three copies, **keep one for your files and return the other two to this office.**

Should you have any questions please feel free to contact Katrina Smith, Program Manager at (601) 359-9316.

Sincerely,

A handwritten signature in dark ink, appearing to read "SCH", with a long horizontal flourish extending to the right.

Steven C. Hardin
Director
Community Services Division

SCH:ks

Enclosure

MISSISSIPPI DEVELOPMENT AUTHORITY
DEVELOPMENT INFRASTRUCTURE PROGRAM
MODIFICATION SIGNATURE SHEET
Community Services Division
501 North West Street * Post Office Box 849
Jackson, Mississippi 39205

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Box 1898 Hattiesburg, Mississippi 39403-1898 Phone (601) 545-4501	2. Effective Date: 4/17/2017 3. Grant Number: DIP #388 4. Modification Number: #2 5. Contract Beginning Date: 4/17/2017 6. Contract Ending Date: 12/31/2021
---	--

7. List Development Infrastructure Program where changes are made: *(Only complete if budget is being modified)*

Activity/Line Item	Current Budget	Proposed Budget	Change (+/-)	
Construction Equipment /Materials Mobilization				
TOTAL				

8. Explanation for modification:

The City of Hattiesburg is requesting a contract extension. The contract's ending date will go back to the original end date of December 31, 2021.

10. Approved for Agency:  12/10/18 Signature Date Name: Steven C. Hardin Title: Division Director	11. Approved for Recipient:  Signature Date Name: Toby Barker Title: Mayor
---	--

MISSISSIPPI DEVELOPMENT AUTHORITY
DEVELOPMENT INFRASTRUCTURE PROGRAM
MODIFICATION SIGNATURE SHEET
Community Services Division
501 North West Street * Post Office Box 849
Jackson, Mississippi 39205

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Box 1898 Hattiesburg, Mississippi 39403-1898 Phone (601) 545-4501	2. Effective Date: 4/17/2017 3. Grant Number: DIP #388 4. Modification Number: #2 5. Contract Beginning Date: 4/17/2017 6. Contract Ending Date: 12/31/2021
---	--

7. List Development Infrastructure Program where changes are made: <i>(Only complete if budget is being modified)</i>				
Activity/Line Item	Current Budget	Proposed Budget	Change (+/-)	
Construction Equipment /Materials Mobilization				
TOTAL				

8. Explanation for modification:

The City of Hattiesburg is requesting a contract extension. The contract's ending date will go back to the original end date of December 31, 2021.

10. Approved for Agency:  Signature 12/10/18 Date Name: Steven C. Hardin Title: Division Director	11. Approved for Recipient:  Signature Date Name: Toby Barker Title: Mayor
--	--

MISSISSIPPI DEVELOPMENT AUTHORITY
DEVELOPMENT INFRASTRUCTURE PROGRAM
MODIFICATION SIGNATURE SHEET
Community Services Division
501 North West Street * Post Office Box 849
Jackson, Mississippi 39205

1. Recipient's Name, Address, and Telephone No. City of Hattiesburg Post Office Box 1898 Hattiesburg, Mississippi 39403-1898 Phone (601) 545-4501	2. Effective Date: 4/17/2017 3. Grant Number: DIP #388 4. Modification Number: #2 5. Contract Beginning Date: 4/17/2017 6. Contract Ending Date: 12/31/2021
---	--

7. List Development Infrastructure Program where changes are made: <i>(Only complete if budget is being modified)</i>				
Activity/Line Item	Current Budget	Proposed Budget	Change (+/-)	
Construction				
Equipment /Materials				
Mobilization				
TOTAL				

8. Explanation for modification:

The City of Hattiesburg is requesting a contract extension. The contract's ending date will go back to the original end date of December 31, 2021.

10. Approved for Agency:  Signature Date 12/10/18 Name: Steven C. Hardin Title: Division Director	11. Approved for Recipient: Signature Date Name: Toby Barker Title: Mayor
---	---

**MISSISSIPPI DEVELOPMENT AUTHORITY
DEVELOPMENT INFRASTRUCTURE PROGRAM**

MODIFICATION SIGNATURE SHEET

**Community Services Division
501 North West Street * Post Office Box 849
Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.

City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Phone (601) 545-4501

2. Effective Date: **4/17/2017**

3. Grant Number: **DIP #388**

4. Modification Number: **#2**

5. Contract Beginning Date: **4/17/2017**

6. Contract Ending Date: **12/31/2021**

7. List Development Infrastructure Program where changes are made: *(Only complete if budget is being modified)*

Activity/Line Item	Current Budget	Proposed Budget	Change (+/-)	
Construction Equipment /Materials Mobilization				
TOTAL				

8. Explanation for modification:

The City of Hattiesburg is requesting a contract extension. The contract's ending date will go back to the original end date of December 31, 2021.

10. Approved for Agency:

Signature



Date

12/10/18

Name: Steven C. Hardin
Title: Division Director

11. Approved for Recipient:

Signature



Date

1/8/19

Name: Toby Barker
Title: Mayor



City of Hattiesburg, MS

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

Master

File Number: 2019-017

File ID: 2019-017

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Angie Sanford

File Created: 01/02/2019

Brief Title: Network Services at 1001 South Tipton St Mass
Transit

Final Action: 01/08/2019

Minute Book Number: MB 2019-8

Title: Authorize Mayor to execute a contract with C-Spire for Network & Internet services for Mass Transit, for a term of Sixty (60) months for a new facility located at 1001 South Tipton Street.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-15

Sponsors:

Enactment Date:

Attachments: C-Spire for Network & Internet Services Contract,
Executed C-Spire Agreement for Mass Transit

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	01/08/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Delgado to Authorize Mayor to execute a contract with C-Spire for Network & Internet services for Mass Transit, for a term of Sixty (60) months for a new facility located at 1001 South Tipton Street.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-017

Title

Authorize Mayor to execute a contract with C-Spire for Network & Internet services for Mass Transit, for a term of Sixty (60) months for a new facility located at 1001 South Tipton Street.

Summary

Approve a 5 year contract with C-Spire for Network & Internet Services for Mass Transit new location

Budget Information

001091.6068

Purchasing Item

Regular Purchase



Telecommunications Service Agreement

BILLING INFORMATION

Customer Name		Sales Representative	Proposal Reference
CITY OF HATTIESBURG		Sean Reynolds	Q-41652
Billing Address		Tax ID	Contract ID
200 FORREST ST		646000432	
City, State	Zip Code	Billing Contact Phone	
HATTIESBURG, MS	394013451	6015454561	
Billing Contact Name		Billing Contact E-mail	
Robert Friend		rfriend@hattiesburgms.com	
Technical Contact		Technical Contact Phone	
Robert Friend		6015454561	
Technical Contact Email			
rfriend@hattiesburgms.com			

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT

NAME (1)	PHONE (1)	NAME (2)	PHONE (2)
NAME (3)	PHONE (3)	NAME (4)	PHONE (4)

Service Term	Term Acknowledgement (Initial)
60	

--	--

Client Authorized Signature	Date
Client Name	Client Title

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SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties. I understand SIP trunk voice is not intended for use on elevators and fire alarms. Client acknowledges that Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Client-provided equipment, facilities and services ("Alarm or Paging Services"). These services may require Company to resell traditional analog services to support. If Client chooses to utilize VoIP services for these types of services, Client must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By initialing below, I assume all liability for any use of the services in the manners described above.

Initial: _____

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: _____

Exhibit A – Product and Services

Multi-Site Network					
Locations	Network Layer	Bandwidth	Service Type	Monthly	Upfront
1001 South Tipton Street, Hattiesburg, MS, 39401 (City Limits: Yes)		10 Mbps	New	\$775.00	\$0.00
Totals:				\$775.00	\$0.00

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Location Totals:					0	0

Summary				Monthly	Total Upfront
Location					
1001 South Tipton Street, Hattiesburg, MS 39401				\$775.00	\$0.00

All Locations Totals		Total Monthly	Total Upfront
		\$775.00	\$0.00



Telecommunications Service Agreement

BILLING INFORMATION		
Customer Name		Sales Representative
CITY OF HATTIESBURG		Sean Reynolds
Billing Address		Tax ID
200 FORREST ST		646000432
City, State	Zip Code	Billing Contact Phone
HATTIESBURG, MS	394013451	6015454561
Billing Contact Name		Billing Contact E-mail
Robert Friend		rfriend@hattiesburgms.com
Technical Contact		Technical Contact Phone
Robert Friend		6015454561
Technical Contact Email		
rfriend@hattiesburgms.com		

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	PHONE (1)	NAME (2)	PHONE (2)
NAME (3)	PHONE (3)	NAME (4)	PHONE (4)

Service Term	Term Acknowledgement (Initial)
60	

--	--

Client Authorized Signature	Date
	11/8/19
Client Name	Client Title
Toby Barker	Mayor

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SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties. I understand SIP trunk voice is not intended for use on elevators and fire alarms. Client acknowledges that Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Client-provided equipment, facilities and services ("Alarm or Paging Services"). These services may require Company to resell traditional analog services to support. If Client chooses to utilize VoIP services for these types of services, Client must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By initialing below, I assume all liability for any use of the services in the manners described above.

Initial: TB

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: TB

Exhibit A – Product and Services

Multi-Site Network					
Locations	Network Layer	Bandwidth	Service Type	Monthly	Upfront
1001 South Tipton Street, Hattiesburg, MS, 39401 (City Limits: Yes)		10 Mbps	New	\$775.00	\$0.00
Totals:				\$775.00	\$0.00

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Location Totals:					0	0

Summary		
Location	Monthly	Total Upfront
1001 South Tipton Street, Hattiesburg, MS 39401	\$775.00	\$0.00

All Locations Totals	Total Monthly	Total Upfront
	\$775.00	\$0.00



City of Hattiesburg, MS

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

Master

File Number: 2019-027

File ID: 2019-027

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 12/26/2018

Brief Title: Approve Publication setting Public Hearing and Public
Comment Period for Annual Action Plan

Final Action: 01/08/2019

Minute Book Number: MB 2019-8

Title:

Approve publication setting a Public Hearing for January 28, 2019 at 5:30 p. m. at C. E. Roy Community Center and establishing a Public Comment Period beginning on January 11, 2019 and concluding on January 31, 2019 for the 2019 Annual Action Plan. {Entitlement CDBG and HOME Programs}

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-16

Sponsors:

Enactment Date:

Attachments: NOTICE OF PUBLIC COMMENT PERIOD and Public
Hearing for 2019 Annual Action Plan

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Approve publication setting a Public Hearing for January 28, 2019 at 5:30 p. m. at C. E. Roy Community Center and establishing a Public Comment Period beginning on January 11, 2019 and concluding on January 31, 2019 for the 2019 Annual Action Plan. {Entitlement CDBG and HOME Programs}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-027

Title

Approve publication setting a Public Hearing for January 28, 2019 at 5:30 p. m. at C. E. Roy Community Center and establishing a Public Comment Period beginning on January 11, 2019 and concluding on January 31, 2019 for the 2019 Annual Action Plan. {Entitlement CDBG and HOME Programs}

Summary

Public Hearing and Public Comment Period for 2019 CDBG and HOME Annual Action Plan.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING MEETING
FOR THE 2019 ANNUAL ACTION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS

The City of Hattiesburg, Mississippi anticipates receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs funds from the U.S. Department of Housing and Urban Development for Program Year 2019. The total estimated funding is \$877,861.00. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing will be held on January 28, 2019 at 5:30 p.m. at C. E. Roy Community Center, 300 E. 5th Street for the purpose of receiving comments on the 2019 Annual Action Plan. Public Comments on the topic will be taken between January 11, 2019 and January 31, 2019.

The City estimates that it will receive a CDBG entitlement grant of \$560,001.00. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,000.00); and Housing Programs (\$448,001.00).

The City estimates that it will receive a HOME entitlement grant of \$317,860.00. The City proposes to budget these funds for the following activities: HOME Administration (\$31,786.00); Community Housing Development Organization Set-aside (\$47,679.00); Downpayment Assistance (\$50,000) and Housing Programs (\$188,395.00).

The City will consider any comments or views of citizens, agencies or units of local government received in writing by January 31, 2019.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development Division/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401. Written comments will be accepted in the Department of Urban Development between January 11, 2019 and January 31, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Non-Legal Section of the Hattiesburg Post: Thursday, January 10, 2019.



City of Hattiesburg, MS

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

Master

File Number: 2019-026

File ID: 2019-026

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 12/26/2018

Brief Title: CDBG Program Payments

Final Action: 01/08/2019

Minute Book Number: MB 2019-8

Title:

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

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-17

Sponsors:

Enactment Date:

Attachments: MEMORANDUM for CDBG Check Request January 8, 2019, CDBG Invoices for January 8,, 2019

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement CDBG}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-026

Title

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

Summary

CDBG Program Claims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: January 8, 2019

Recipient: Bradley Construction Co. LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 208 Willis Avenue
Amount Requested: **\$19,900.00**
Purpose of Request: Payment Request #2
Work Provided by: Bradley Construction Co. LLC

Recipient: Bradley Construction Co. LLC
Activity: Substantial Rehabilitation
Program: CDBG
Project Site: 208 Willis Avenue
Amount Requested: **\$6,775.00**
Purpose of Request: Payment Request #3
Work Provided by: Bradley Construction Co. LLC

BRADLEY CONSTRUCTION CO. LLC

4117 HWY 26 WEST

LUCEDALE, MS 39452

PHONE # 601-947-0604 FAX# 601-945-2186 EMAIL billyandgloriabradley@hotmail.com

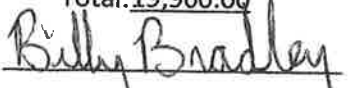
Homeowner Earnestine White
208 Willis Ave
Hattiesburg, MS

Date: November 20, 2018

2nd Draw

1. The installation of New Exterior light fixtures \$400.00
2. Motion Security LED Light Fixtures on each corner house, total of 4 \$400.00
3. The installation of New GFCI outlets at exit doors and at the outside condenser \$300.00
4. The placing of a new piece of 1" square tubing to extend across the awing to allow the strengthening of the damaged awning \$200.00
5. The installation of new handrails front and rear of home \$400.00
6. The rewiring of the home with new 12-2 wires and 14-2 wiring \$4,000.00
7. The installation of ceiling fan in bedroom #2 \$300.00
8. The installation of five duplex with a ground and an Amp AFCI breaker \$125.00
9. The installation of ceiling fan light combo bedroom # 2 Master Bedroom \$300.00
10. The installation of four duplex with a ground and a 20 Amp AFCI \$150.00
11. Bedroom #3 the installation of a ceiling fan light combo \$300.00
12. The installation of four duplex outlets with ground and a 20 Amp AFCI \$150.00
13. The installation of one duplex outlet with a ground and a 15 AMP AFCI \$100.00
14. The installation of new dome light and switch \$225.00
15. Dining Room: The installation of three duplex with a ground \$75.00
16. The installation of a new dome light fixture \$100.00
17. The painting of the entire interior of the home \$2,500.00
18. The gutting of the entire home, the installation of new sheetrock \$4,500.00
19. The installation of new isolation in the walls and attic \$2,000.00
20. The replacing of interior door units \$1,200.00
21. The installation of a new ceiling fan light combo with four gang switch in Livingroom \$400.00
22. The installation of five duplex outlets with ground \$125.00
23. The installation of new 20 Amp and one 15 Amp AFCI Breaker \$100.00
24. The repairing of the holes created during the repairs \$500.00
25. Kitchen: Installation of 220 outlet 20 Amp AFCI two 15 Amp and 50 Amp Breaker 2 gang switch and 3 gang switch \$900.00
26. The installation of a new GFCI and a new 15 Amp breaker \$150.00

Total: 19,900.00


Contractor



11-21-18
Date

Bradley Construction Co. LLC

4117 Hwy 26 W

Lucedale, MS 39452

(601)947-0604

To: Urban Development Department

Community Development Division

Homeowner: Ms. Earnestine White

Address: 208 Willis Avenue

#3 Invoice

Exterior

1. The replacing of the damaged siding and trim with siding and trim of like size and strength as what is currently in place. **\$1,000**

Living Room

1. The installation of a new smoke detector with battery backup. **\$75**

Dining Room

1. The installation of a new smoke detector with battery backup. **\$75**
2. The installation of a two 1 gang light switches to operate the chandelier. **\$600**

Bedroom #1

1. The installation of one hardwired smoke detector with battery backup. **\$75**

2. The installation of a ceiling fan light combo with a two gang switch to operate the fan and the light separately. \$300

Bedroom #2 (Master)

1. The installation of one hardwired smoke detector with battery backup. \$75

Bedroom #3

1. The installation of one hardwired smoke detector with battery backup. \$75

Hall

1. The installation of one hardwired smoke detector with battery backup. \$75
2. The installation of new sheet vinyl, with glue at the seams and around the edges. \$250

Plumbing (General)

1. The replacing of the walls around the tubs with new FRP boards around the wall of the tub to the ceiling. \$500
2. The installation of a new hot water heater to code. \$750
3. The caulking around the tub to provide a better seal and use of the tub. \$100

Kitchen

1. The installation of a new florescent light 1'x4', T8 bulbs for main lights and a 1'x2' single bulb light fixture. \$125

Bathroom

1. The installation of a new faucet with a new movable shower head with a hose and new pop up valve. \$250
2. The installation of a new 3 bar light fixture to be installed over the sink and mirror with medicine cabinet. Also, the installation of a new vent heater fan light combo with a switch to operate each function of the vent fan combo separately and the 3 bar light individually as well. \$650
3. The installation of disability handrails (with plywood reinforcement from 18" to 36" vertical and the width of 36" from the center point of the tubs long wall) for the bathtub and the commode. \$250
4. The installation of a new A.D.A approved height toilet with a rubber seal for the flange. \$250
5. The installation of a new vanity faucet, with a pop-up valve, new supply lines, p-trap, and cutoff valves in the bathroom. \$650
6. The installation of a new bathtub surround (FRP Panels) secured and sealed properly. \$650

Grand Total: \$6,775

Signature: Billy Bradley

Date: 12-10-18

R. B.



City of Hattiesburg, MS

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

Master

File Number: 2019-029

File ID: 2019-029

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 12/20/2018

Brief Title: Approve the City's purchase of two (2) grave spaces,
Per attached request, receipt, and Deed.

Final Action: 01/08/2019

Minute Book Number: MB 2019-8

Title:

Approve the City's purchase of two (2) grave spaces located in the South half (S1/2) of the Southwest quarter (SW 1/4) , lot 7, section 26 and North Half (N 1/2) of the Northwest Quarter (NW 1/4) , lot 7, section 26 at Highland Cemetery, Minute Book 1990, Page#5/77, in the amount of \$ 350.00 from Mr. Richard A. Chauvin, authorize manual check for the same.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-18

Sponsors:

Enactment Date:

Attachments: Buy Back (Richard A. Chauvin (01-08-19)

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the City's purchase of two (2) grave spaces located in the South half (S1/2) of the Southwest quarter (SW 1/4) , lot 7, section 26 and North Half (N 1/2) of the Northwest Quarter (NW 1/4) , lot 7, section 26 at Highland Cemetery, Minute Book 1990, Page#5/77, in the amount of \$ 350.00 from Mr. Richard A. Chauvin, authorize manual check for the same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-029

Title

Approve the City's purchase of two (2) grave spaces located in the South half (S1/2) of the Southwest quarter (SW 1/4) , lot 7, section 26 and North Half (N 1/2) of the Northwest Quarter (NW 1/4) , lot 7, section 26 at Highland Cemetery, Minute Book 1990, Page#5/77, in the amount of \$ 350.00 from Mr. Richard A. Chauvin, authorize manual check for the same.

Summary

Buyback of 2 grave spaces, per attached documents.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date:

12/18/2018

To whom it may concern:

I, MR. Richard A. Chauvin am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, in Section 26, Lot 7, S 1/2 of the SW 1/4, to the
26 7 N NW

City of Hattiesburg, which was purchased on August 23, 1990 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰

MB# 1990 Page 5/77.

Sincerely,

Richard A. Chauvin

Mail to:

Richard Chauvin
23405 W. Fernhurst Dr. #401
Katy, TX. 77494

Phone#

832-266-9606
601-310-1814

approved by:
Deborah
Brown

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-23 1944

SOLD TO:

Mr. Mrs. Miss Robert H. Clinton

ADDRESS 4 University Place

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 7 Section No. 26 in H. Johnson's Cemetery.

Number of grave spaces 9 Price per grave space \$ 175.

Price Received \$ 14

CITY OF HATTIESBURG, MISSISSIPPI

By Robert G. Henry
Supt. of City Cemeteries

STATE OF MISSISSIPPI
County of Forrest
City of Hattiesburg

DEED TO CEMETERY LOT
HIGHLAND CEMETERY
HATTIESBURG, MISS.

For and in consideration of the sum of One Thousand Four Hundred & No/100---- Dollars
(\$ 1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hatt
burg, Mississippi acting by and through its duly authorized Mayor and City Clerk do
hereby bargain, sell and convey unto Mr. Richard A. Chauvin
subject to the reservations and restrictions hereinafter set out and subject to rules and regulations
now or hereafter adopted, the following described grave spaces:

All of

Lot Number: 7 in Section Number: 26
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) grave spaces.

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid
out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be,
when completed, level with the ground. No shrubbery, vines or trees shall be planted in the
Cemetery Lot and there shall be nothing left above the ground except markers which may be erected
to meet all City regulations and requirements. All burials in the grave space or spaces herein
conveyed shall comply with applicable State and Federal laws governing human burial and with
City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least
10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and
Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal
Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the
4th day of September, 1990.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

Clarice Wansley
City Clerk
(SEAL)

By:

J. Ed Morgan
Mayor

STATE OF MISSISSIPPI,
Forrest County

Personally appeared before me, the undersigned authority in and for said County and State

J. Ed Morgan

and

Clarice Wansley

Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipa
corporation, each of whom acknowledged before me that they signed, executed and delivered the
above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of



City of Hattiesburg, MS

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

Master

File Number: 2019-006

File ID: 2019-006

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Acknowledge receipt of Warranty Deed from Richard Leonard.

Final Action: 01/08/2019

Minute Book Number: MB 2019-9

Title:

Acknowledge receipt of Warranty Deed from Richard Leonard for a portion of Forrest County Tax Parcel No. 2-02E-06-091.00 (PPIN 24004) for the 38th Avenue Sidewalk Project; Authorize Mayor to execute; Authorize issuance of manual check in payment.

Notes: Please record original deed with Forrest County

Agenda Date: 01/08/2019

Indexes:

Agenda Number: V.-19

Sponsors:

Enactment Date:

Attachments: Leonard Deed 24004, Executed Warranty Deed for 38th Ave Sidewalk Project

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019	Acknowledge				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Delgado to Acknowledge receipt of Warranty Deed from Richard Leonard for a portion of Forrest County Tax Parcel No. 2-02E-06-091.00 (PPIN 24004) for the 38th Avenue Sidewalk Project; Authorize Mayor to execute; Authorize issuance of manual check in payment.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2019-006

Title

Acknowledge receipt of Warranty Deed from Richard Leonard for a portion of Forrest County Tax Parcel No. 2-02E-06-091.00 (PPIN 24004) for the 38th Avenue Sidewalk Project; Authorize Mayor to execute; Authorize issuance of manual check in payment.

Summary

Acknowledge receipt of Warranty Deed from Richard Leonard.

Budget Information

072201.7000

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 - 4540

Grantor Address:

RICHARD LEONARD
P.O. Box 15305
Hattiesburg, MS 39404
Telephone: (601) 270-3905

WARRANTY DEED

INDEXING INSTRUCTIONS: Part of Lot 5, Block 2 of the Southern Heights Subdivision, City of Hattiesburg;
SW ¼ of the SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **RICHARD LEONARD** is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, For and in consideration of ONE THOUSAND ONE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$1,128.00), cash in hand paid, the Grantor hereby grant, bargain, sell, convey and warrant for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the Southern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 18.51 feet; thence

Initials: 

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

leaving said right-of-way run South 12 degrees 46 minutes 46 seconds West for a distance of 48.14 feet; thence run South 01 degrees 50 minutes 03 seconds West for a distance of 68.38 feet to a point on the South line of Lot 5; thence run along the South line of said Lot 5 South 85 degrees 21 minutes 14 seconds West for a distance of 9.06 feet to a point on the Eastern right-of-way of North 38th Avenue; thence run and along said right-of-way North 01 degrees 50 minutes 03 seconds East for a distance of 112.98 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,128 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property, and accepts the above stated consideration as just compensation for the real property.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

R76L (Initial of Grantor or Grantor's designated representative)
_____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initials: R76L

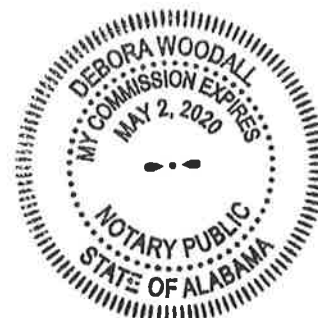
Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

WITNESS THE SIGNATURE of the undersigned as of the 7th day of December, 2018.

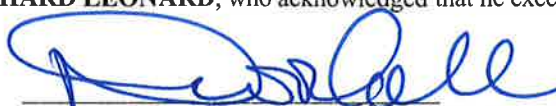
Grantor:


RICHARD LEONARD



STATE OF AL
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of December, 2018, within my jurisdiction, the within named **RICHARD LEONARD**, who acknowledged that he executed the above and foregoing instrument.


(NOTARY PUBLIC) May 2, 2020

My commission expires: May 2, 2020

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF AL
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: RL

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the Southern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 18.51 feet; thence leaving said right-of-way run South 12 degrees 46 minutes 46 seconds West for a distance of 48.14 feet; thence run South 01 degrees 50 minutes 03 seconds West for a distance of 68.38 feet to a point on the South line of Lot 5; thence run along the South line of said Lot 5 South 85 degrees 21 minutes 14 seconds West for a distance of 9.06 feet to a point on the Eastern right-of-way of North 38th Avenue; thence run and along said right-of-way North 01 degrees 50 minutes 03 seconds East for a distance of 112.98 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,128 square feet), more or less.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 2, 2017.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

REFERENCE MATERIAL:

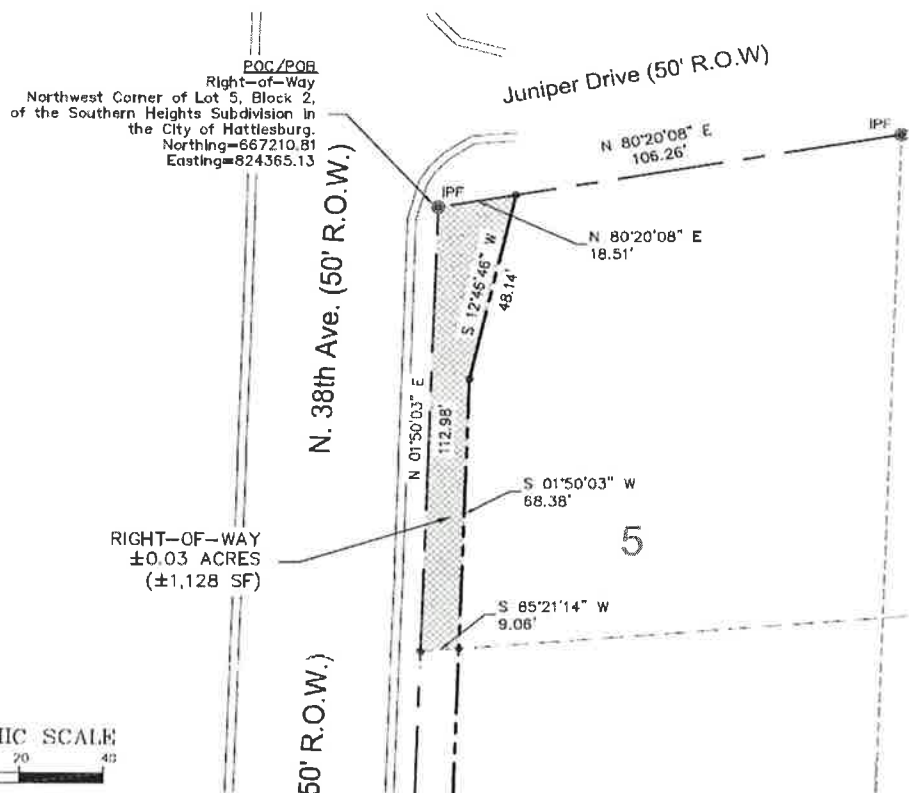
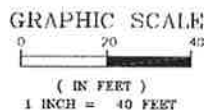
1. Plat for Southern Heights Subdivision in the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 577, PG 75

LEGEND:

- RIGHT-OF-WAY
TEMP. CONSTRUCTION EASEMENT
- BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
● SET 1" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.999972322
Convergence Angle: -0° 15' 58.67"
Reference Point: P.O.B.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

RICHARD LEONARD
PPIN: 24004

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: *R268*

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

ORIGINAL

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 - 4540

Grantor Address:

RICHARD LEONARD
P.O. Box 15305
Hattiesburg, MS 39404
Telephone: (601) 270-3905

WARRANTY DEED

INDEXING INSTRUCTIONS:

Part of Lot 5, Block 2 of the Southern Heights Subdivision, City of Hattiesburg;
SW ¼ of the SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **RICHARD LEONARD** is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, For and in consideration of ONE THOUSAND ONE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$1,128.00), cash in hand paid, the Grantor hereby grant, bargain, sell, convey and warrant for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the Southern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 18.51 feet; thence

Initials: RRL

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

leaving said right-of-way run South 12 degrees 46 minutes 46 seconds West for a distance of 48.14 feet; thence run South 01 degrees 50 minutes 03 seconds West for a distance of 68.38 feet to a point on the South line of Lot 5; thence run along the South line of said Lot 5 South 85 degrees 21 minutes 14 seconds West for a distance of 9.06 feet to a point on the Eastern right-of-way of North 38th Avenue; thence run and along said right-of-way North 01 degrees 50 minutes 03 seconds East for a distance of 112.98 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,128 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property, and accepts the above stated consideration as just compensation for the real property.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

R76L (Initial of Grantor or Grantor's designated representative)
713 (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initials: R76L

WITNESS THE SIGNATURE of the undersigned as of the 7th day of December, 2018.

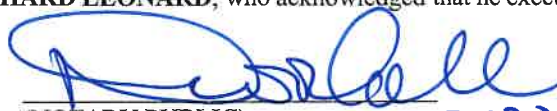
Grantor:


RICHARD LEONARD



STATE OF AL
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of December, 2018, within my jurisdiction, the within named **RICHARD LEONARD**, who acknowledged that he executed the above and foregoing instrument.


(NOTARY PUBLIC) May 2, 2020

My commission expires: May 2, 2020

Grantee:

City of Hattiesburg
a Municipal Corporation

By: 
Print Name: TOBY BARRON
Its: Mayor

STATE OF AL
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: RL

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the Southern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 18.51 feet; thence leaving said right-of-way run South 12 degrees 46 minutes 46 seconds West for a distance of 48.14 feet; thence run South 01 degrees 50 minutes 03 seconds West for a distance of 68.38 feet to a point on the South line of Lot 5; thence run along the South line of said Lot 5 South 85 degrees 21 minutes 14 seconds West for a distance of 9.06 feet to a point on the Eastern right-of-way of North 38th Avenue; thence run and along said right-of-way North 01 degrees 50 minutes 03 seconds East for a distance of 112.98 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,128 square feet), more or less.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 2, 2017.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

REFERENCE MATERIAL:

1. Plat for Southern Heights Subdivision in the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 577, PG 75

LEGEND:

-  RIGHT-OF-WAY
-  TEMP. CONSTRUCTION EASEMENT
- BK BOOK
- PG PAGE
- CTP FOUND CRIMP-TOP PIPE
- MPF FOUND METAL PIPE
- IPF FOUND IRON ROD
- SET 3" IRON REBAR
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
-  UTILITY POLE
-  MONUMENT FOUND

STATE PLANE DATA

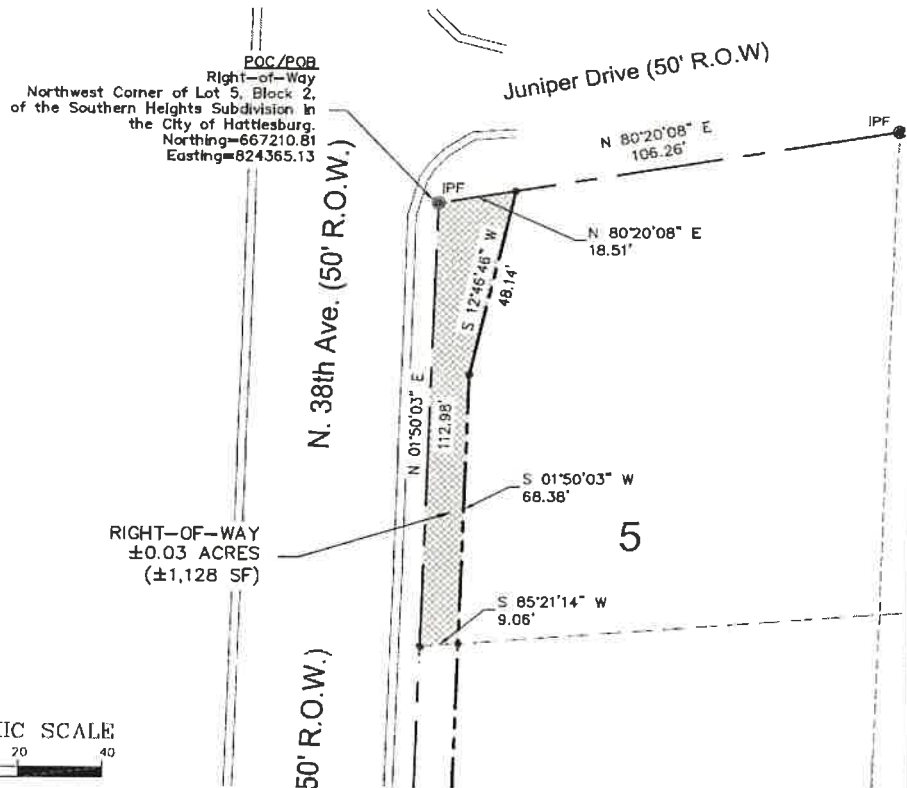
State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.999972322
Convergence Angle: -0° 15' 58.67"
Reference Point: P.O.B.

GRAPHIC SCALE

0 20 40

(IN FEET)

1 INCH = 40 FEET



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

RICHARD LEONARD
PPIN: 24004

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: *R26P*

Forrest County Tax Parcel No. 2-028E-06-091.00

38th Avenue Project



City of Hattiesburg, MS

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

Master

File Number: 2019-004

File ID: 2019-004

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/28/2018

Brief Title: Local State of Emergency due to flooding that took place on 12/27/2018.

Final Action:

Minute Book Number: MB 2019-9

Title:

Acknowledge Declaration of State of Local Emergency due to flooding that occurred in Hattiesburg, Ms on December 27,2018.

Notes:

Agenda Date:

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: 12-27-18 Declaration

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-004

Title

Acknowledge Declaration of State of Local Emergency due to flooding that occurred in Hattiesburg, Ms on December 27,2018.

Summary

Local State of Emergency due to flooding that took place on 12/27/2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

(by City Council, Board of Alderman, County Board of Supervisors, or University Officials)

WHEREAS, CITY OF HATTIESBURG City Council does here by find that conditions of extreme peril to the safety of persons and property have arisen within said City, caused by FLASH FLOODING

commencing on or about 3 PM on the 27th day of December, 2018; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council of the City of HATTIESBURG, State of Mississippi.

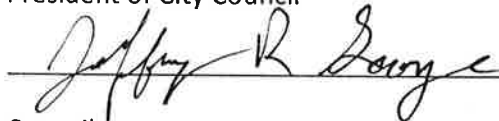
IT IS FURTHER PROCLAIMED AND ORDERED that all City agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set for the in the County Emergency Operations Plan.

DATE: _____



President of City Council

ATTEST: 



Councilperson

Clerk

Councilperson

Councilperson

HATTIESBURG



City, State of Mississippi



Mayor



City of Hattiesburg, MS

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

Master

File Number: 2019-005

File ID: 2019-005

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Closing documents for Public Safety Complex
Demolition project.

Final Action:

Minute Book Number: MB 2019-9

Title:

Acknowledge receipt of Closeout Documents for the Public Safety Complex Demolition Project; Authorize publication of Notice of Final Settlement; Authorize payment of Final Pay Application.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Notice of Final Settlement-Demolition, Codaray Final Pay Application, Codaray Warranty, Consent of Surety to Final Payment, Contractor's affidavit of payment of claims, Contractor's affidavit of release of liens, Travelers Power of Attorney, Asbestos Abatement Documents, Executed full and final settlement Public Safety Complex Demolition legal notice

Enactment Number:

Contact:

Meeting Date: 01/09/2018

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	01/08/2019					

Text of Legislative File 2019-005

Title

Acknowledge receipt of Closeout Documents for the Public Safety Complex Demolition Project; Authorize publication of Notice of Final Settlement; Authorize payment of Final Pay Application.

Summary

Closing documents for Public Safety Complex Demolition project.

Publication Information

Publish once on January 10, 2019

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Codaray Construction, LLC dated February 13, 2018, for the Public Safety Complex Demolition project, 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 8th day of January, 2019,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) Thursday, January 10, 2019
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

Application and Certificate for Payment

TO OWNER: The City of Hattiesburg, Mississippi P.O. Box 1898 Hattiesburg, MS 39403	PROJECT: Hattiesburg Public Safety Complex - Demolition Project 701 James Street Hattiesburg, MS 39401 VIA ARCHITECT: Albert & McCleskey Associates Architects P.O. Box 1567 Hattiesburg, MS 39403	APPLICATION NO: 009 PERIOD TO: November 07, 2018 CONTRACT FOR: General Construction CONTRACT DATE: February 13, 2018 PROJECT NOS: 12575 / 18-1006 /	Distribution to: OWNER: ☐ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR: Codaray Construction, LLC P.O. Box 16628 Hattiesburg, MS 39404			

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	\$494,942.00
2. NET CHANGE BY CHANGE ORDERS	\$38,680.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$533,622.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$533,622.00
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	\$533,622.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$480,259.80
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$53,362.20
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	\$38,680.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$38,680.00	\$0.00
NET CHANGES by Change Order		\$38,680.00

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: _____ Date: November 07, 2018
 State of: Mississippi
 County of: Forrest
 Subscribed and sworn to before
 me this 7th day of November, 2018
 Notary Public: 
 My Commission expires: 7/29/22



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 \$53,362.20
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: 
 By: _____ Date: 11 DEC. 2018
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document, G702™–1992, Application and 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:

009

APPLICATION DATE:

November 07, 2018

PERIOD TO:

November 07, 2018

ARCHITECT'S PROJECT NO:

12575

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					
001	Insurance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
002	Taxes	17,322.00	17,322.00	0.00	0.00	17,322.00	100.00%	0.00	0.00
003	Bonds	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
004	Supervision	16,070.00	16,070.00	0.00	0.00	16,070.00	100.00%	0.00	0.00
005	General Conditions	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
006	Mobilization	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
007	Construction Fence	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	0.00
008	Project Sign	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
009	Utility Disconnections	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
010	Monument & Flag Pole Removal	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	0.00
011	Tree Removal	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	0.00
012	Rooftop Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
013	East Parking Lot	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
014	West Parking Lot	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
015	North Wing Misc. Materials	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
016	South Wing Misc. Materials	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
017	North Wing Asbestos Prep	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00%	0.00	0.00
018	Central Wing Asbestos Prep	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00%	0.00	0.00

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					
019	South Wing Asbestos Prep	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00%	0.00	0.00
020	North Wing 3rd Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
021	North Wing 3rd Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
022	North Wing 2nd Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
023	North Wing 2nd Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
024	North Wing 1st Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
025	North Wing 1st Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
026	Central Wing 3rd Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
027	Central Wing 3rd Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
028	Central Wing 2nd Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
029	Central Wing 2nd Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
030	Central Wing 1st Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
031	Central Wing 1st Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
032	South Wing 2nd Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
033	South Wing 2nd Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00

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					
034	South Wing 1st Floor Plaster	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
035	South Wing 1st Floor ACM	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
036	North Wing Building Removal	32,400.00	32,400.00	0.00	0.00	32,400.00	100.00%	0.00	0.00
037	South Wing Building Removal	21,600.00	21,600.00	0.00	0.00	21,600.00	100.00%	0.00	0.00
038	North Wing Dirtwork/Grading	8,350.00	8,350.00	0.00	0.00	8,350.00	100.00%	0.00	0.00
039	South Wing Dirtwork/Grading	8,350.00	8,350.00	0.00	0.00	8,350.00	100.00%	0.00	0.00
040	Change Order #1	38,680.00	38,680.00	0.00	0.00	38,680.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$533,622.00	\$533,622.00	\$0.00	\$0.00	\$533,622.00	100.00%	\$0.00	\$0.00



November 8, 2018

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Guarantee of Work
Hattiesburg Public Safety Complex – Demolition Package

To Whom it May Concern,

We hereby guarantee all work performed by us on the above captioned Project to be free from defective materials and workmanship for a period of one (1) year or such longer period as may be called for in the Contract Documents for such portions of Work.

Sincerely,

CODARAY CONSTRUCTION, LLC

A blue ink signature of Matt C. Pace, consisting of stylized cursive letters.

Matt C. Pace
President

Subscribed and sworn to before me on this date: *November 8, 2018*

Notary Public: A blue ink signature of the Notary Public, Lance M. Mangum.
My Commission Expires: *7/29/22*





AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 106871651

PROJECT: *(Name and address)*

Hattiesburg Public Safety Complex

Demolition Package

Hattiesburg, MS

TO OWNER: *(Name and address)*

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39401

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

CONTRACT DATED: 2/13/2018

OWNER: ☐

ARCHITECT: ☐

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

on bond of

(Insert name and address of Contractor)

Codaray Construction, LLC

P.O. Box 16628

Hattiesburg, MS 39404

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 39401

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 17th, 2018

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

(Surety)



(Signature of authorized representative)

Kimberly Barhum, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal): Lisa Wilh

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims**

PROJECT: *(Name and address)*
 Hattiesburg Public Safety Complex
 - Demolition Project
 701 James Street
 Hattiesburg, MS 39401

TO OWNER: *(Name and address)*
 The City of Hattiesburg,
 Mississippi
 P.O. Box 1898
 Hattiesburg, MS 39403

ARCHITECT'S PROJECT NUMBER:
 12575

CONTRACT FOR: General Construction

CONTRACT DATED: February 13, 2018

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:
 NONE

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

CONTRACTOR: *(Name and address)*
 Codaray Construction, LLC
 P.O. Box 16628
 Hattiesburg, MS 39404

BY:

(Signature of authorized representative)

Matt C. Pace, President
(Printed name and title)

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).

Subscribed and sworn to before me on this date:

November 7, 2018

Notary Public:

My Commission Expires: *7/29/22*





AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Hattiesburg Public Safety Complex -
Demolition Project

701 James Street
Hattiesburg, MS 39401

TO OWNER: *(Name and address)*

The City of Hattiesburg, Mississippi
P.O. Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NUMBER:
12575

CONTRACT FOR: General
Construction

CONTRACT DATED: February 13,
2018

OWNER: ☐

ARCHITECT: ☒

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Forrest

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:
NONE

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)*
Codaray Construction, LLC
P.O. Box 16628
Hattiesburg, MS 39404

BY:


(Signature of authorized representative)

Matt C. Pace, President
(Printed name and title)

Subscribed and sworn to before me on this date:

November 7, 2018

Notary Public: 

My Commission Expires: 7/29/22





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly Barhum of Hattiesburg, Mississippi**, their true and lawful Attorney-in-Fact 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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, 2021



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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 17th day of October, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**Public Safety Complex (Demolition)
Hattiesburg, MS**

Owner
City of Hattiesburg

General Contractor
Codaray Construction, LLC



Prepared By (Asbestos Abatement Contractor)

Abatement Contractors of MS, Inc.
761 Weathersby Rd.
Hattiesburg, MS 39402
P: 601.336.5131 ♦ F: 601.336.5174
www.acmincorp.com

Closeout Documents



STATE OF MISSISSIPPI

PHIL BRYANT

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

March 16, 2018

Mr. Charles Anderson
Abatement Contactors of MS Inc.
761 Weathersby Road
Hattiesburg, MS 39402

Dear Mr. Anderson:

Re: Old Police Station
701 James Street
Hattiesburg, MS
Forrest County

The Mississippi Department of Environmental Quality has received your project notification regarding the referenced facility.

Please remember to update this notice as required should information change.

Sincerely,

Carolyn Bergeron
Asbestos Section

73348 ANT20180001

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us

AN EQUAL OPPORTUNITY EMPLOYER

MISSISSIPPI ASBESTOS DEMOLITION/RENOVATION NOTIFICATION FORM

Mail notification to: MDEQ Asbestos Section, 515 E. Amite Street, Jackson, MS 39201

Operator Project #	Postmark	Date Received (MDEQ use only)	Notification # (MDEQ use only)
I. Type of Notification (O=Original R=Revised C=Canceled A= Annual) <u>O</u>			
II. TYPE OF OPERATION (D=Demo O= Ordered Demo R=Renovation E=Emer. Renovation) <u>D</u>			
III. FACILITY DESCRIPTION (Include building name, number and floor or room number)			
Bldg. Name: <u>Old Police Station</u>			
Address: <u>701 James St</u>			
City: <u>Hattiesburg</u>	State: <u>MS</u>	Zip: <u>39401</u>	
Site Location:		Tel:	
Building Size: <u>over 50,000 sq ft</u>	# of Floors: <u>3</u>	Age in Years: <u>over 30</u>	
Present Use: <u>vacant</u>	Prior Use: <u>old Hospital and police station</u>		
IV. FACILITY INFORMATION (Identify owner, removal contractor, and other operator)			
OWNER NAME: <u>City of Hattiesburg</u>			
Address: <u>200 First St</u>			
City: <u>Hattiesburg</u>	State: <u>MS</u>	Zip: <u>39401</u>	
Contact:		Tel:	
REMOVAL CONTRACTOR: <u>Abelmont Contractor of MS</u>			
Address: <u>761 Weatherly Ry</u>			
City: <u>Hattiesburg</u>	State: <u>MS</u>	Zip: <u>39402</u>	
Contact: <u>Charles Anderson</u>		Tel: <u>601 2968179</u>	
OTHER OPERATOR:			
Address:			
City:	State:	Zip:	
Contact:			
V. IS ASBESTOS PRESENT? <u>(Yes/No)</u>			
VI. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL (Include inspector name and date of inspection): <u>Mike Berman</u> <u>Berman Asbestos</u>			
VII. APPROXIMATE AMOUNT OF ASBESTOS INCLUDING:		Nonfriable Asbestos Material Not To Be Removed	
1. Regulated ACM to be Removed 2. Category I ACM Not Removed 3. Category II ACM Not Removed		Indicate Unit of Measurement Below	
RACM To Be Removed		Category I	Category II
		UNIT	
Pipes	<u>see Attachment</u>	Ln Ft:	Ln M:
Surface Area		Sq Ft:	Sq M:
Vol RACM Off Facility Component		Cu Ft:	Cu M:
VIII. SCHEDULED DATES ASBESTOS REMOVAL (MM/DD/YY) Start: <u>3-29-18</u>		Complete: <u>10-30-18</u>	
IX. SCHEDULED DATES DEMO/RENOVATION (MM/DD/YY) Start: <u>3-29-18</u>		Complete: <u>10-30-18</u>	

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED:

Remove Asbestos Prior to Demolition

XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION OR RENOVATION SITE:

XII. WASTE TRANSPORTER #1

Same as Removal Contractor

Name:

Address:

City:

State:

Zip:

Contact Person:

Tel:

WASTE TRANSPORTER #2

Name:

Address:

City:

State:

Zip:

Contact Person:

Tel:

XIII. WASTE DISPOSAL SITE

Name:

Control landfill

Address:

City:

McNeil

State:

MS

Zip:

Tel:

XIV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW:

Name:

Title:

Authority:

Date of Order (MM/DD/YY):

Date Ordered to Begin (MM/DD/YY):

XV. FOR EMERGENCY RENOVATIONS:

Date and Hour of Emergency (MM/DD/YY):

Description of the sudden unexpected event:

Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden:

XVI. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER:

XVII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 81, SUBPART M) WILL BE ONSITE DURING THE DEMOLITION OR RENOVATION, AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS.

Type or Print Name

(Signature of Owner/Operator)

(Date)

3-13-18

XVIII. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT:

Type or Print Name

(Signature of Owner/Operator)

(Date)

3-13-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance P O Box 1976 Hattiesburg MS 39403	CONTACT NAME: Lisa Brown PHONE (A/C, No, Ext): 601-554-7336 E-MAIL ADDRESS: lisa.brown@bksi.com FAX (A/C, No): 877-288-0152												
INSURED Abatement Contractors of MS, Inc. 761 Weathersby Road Hattiesburg MS 39402	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: OneBeacon</td><td>NAIC # 10172</td></tr><tr><td>INSURER B: AmFed National Insurance Co.</td><td>11208</td></tr><tr><td>INSURER C: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: OneBeacon	NAIC # 10172	INSURER B: AmFed National Insurance Co.	11208	INSURER C: AGCS Marine Insurance Company	22837	INSURER D:		INSURER E:		INSURER F:	
INSURER A: OneBeacon	NAIC # 10172												
INSURER B: AmFed National Insurance Co.	11208												
INSURER C: AGCS Marine Insurance Company	22837												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 402110377**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		753007729	3/17/2018	3/17/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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	\$																					
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		793007740	3/17/2018	3/17/2019	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$	EACH OCCURRENCE	\$	AGGREGATE	\$		\$
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PROPERTY DAMAGE (Per accident)	\$																					
	\$																					
EACH OCCURRENCE	\$																					
AGGREGATE	\$																					
	\$																					
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: V/T/N ☐ N/A		WC2180014381	3/18/2018	3/18/2019	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																					
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																					
C	Contractors Equipment		SML93068198	3/18/2018	3/18/2019	<table><tr><td>Leased/Rented</td><td>50,000</td></tr></table>	Leased/Rented	50,000														
Leased/Rented	50,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Hattiesburg
PO Box 1890
Hattiesburg MS 39403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER BXS Insurance P O Box 1976 Hattiesburg MS 39403		CONTACT NAME: Lisa Brown PHONE (A/C, No, Ext): 601-554-7336 E-MAIL ADDRESS: lisa.brown@bxsi.com		FAX (A/C, No): 877-268-0152	
INSURED ABATCON-01 Abatement Contractors of MS, Inc. 761 Weathersby Road Hattiesburg MS 39402		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: OneBeacon			10172
		INSURER B: AmFed National Insurance Co.			11208
		INSURER C: AGCS Marine Insurance Company			22837
		INSURER D:			
		INSURER E:			
INSURER F:					

COVERAGES

CERTIFICATE NUMBER: 67753065

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		7930C7729	3/17/2018	3/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		793007740	3/17/2018	3/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC2180014381	3/18/2018	3/18/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment		SML93066188	3/18/2018	3/18/2019	Leased/Rented 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Codaray Constructions, LLC
P O Box 16628
Hattiesburg MS 39404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Paul D. Anderson

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Supervisor
Certification***

Melissa P. [Signature] for

Chief, Air Division

***Certificate No.: ABS-00001865
Expiration Date: Aug 6th, 2019
Training Expires on Aug 6th, 2019***

40721 LIC20180001

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

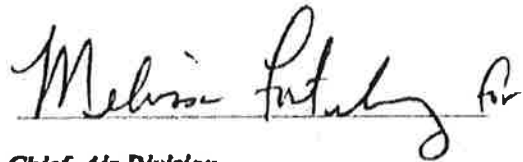
In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Paul D. Anderson

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Air Monitor
Certification***



Chief, Air Division

***Certificate No.: ABM-00001866
Expiration Date: Aug 6th, 2019
Training Expires on Aug 6th, 2019***

40721 LIC20180002

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Paul D. Anderson

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



Chief, Air Division

***Certificate No.: ABI-00001686
Expiration Date: Jul 18th, 2019
Training Expires on Jul 18th, 2019***

40721 LIC20180003

PAUL ANDERSON ENVIRONMENTAL
4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287
FAX: 601-354-3133

Air Monitoring Sample Analysis									
Client Name:	Codaray Construction	Contractor: Abatement Contractors of Mississippi	Report Number	PACM42018					
Address	6652 US Hwy 98		Report Date	5/18/2018					
City, ST Zip	Hattiesburg, Mississippi 39402	Date Received	5/18/2018	Page Number	AC - 3				
Project Site	THE OLD HATTIESBURG POLICE STATION	Date Analyzed	5/18/2018	Collected by	P. ANDERSON				
Project Number	PACM42018	701 JAMES STREET	Analyst	P.A.	Date Collected	5/18/2018			
Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866									
FILTER NUMBER									TYPE
009	Located inside containment - WEST								AC
010	Located inside containment - NORTH								AC
011	Located inside containment - SOUTH								AC
012	Located inside containment - EAST								AC
***** AREA CLEARANCE - 3RD FLOOR - NORTH BUILDING *****									
SAMPLING AND ANALYTICAL DATA									
Filter No	009	010	011	012					
Flow Rate (L/min)	14.0	14.0	14.0	14.0					
Time - Begin	3:30	3:30	3:30	3:30					
Time - End	5:00	5:00	5:00	5:00					
Down Time (min)									
Total Time (min)	90	90	90	90					
Total volume (L)	1260	1260	1260	1260					
Detection Limit	0.004	0.004	0.004	0.004					
Fibers (f) Counted	4.5	10	3.5	5					
Fields Counted	100	100	100	100					
Fiber Concentration (f/cc)	<.004	0.004	<.004	<.004					
Time Weighted Average (TWA)									
8 Hour TWA									
QC Fibers Counted									
SUPPLEMENTAL INFORMATION									
ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM									
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROG N/A=NOT APPLICABLE									
AC = AREA-CLEARANCE AT=AREA AIR TEST QC=BLANK * = PERSONAL SAMPLING ONLY									
** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES									
 PAUL ANDERSON								5/18/2018 DATE	
This report applies only to the sample(s) analyzed. The liability of the laboratory is limited to the amount paid for the report by the client. The client assumes all liability for the further distribution of this report or its content and by making successful use of this report.									

PAUL ANDERSON ENVIRONMENTAL
4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287

FAX: 601-354-3133

Air Monitoring Sample Analysis									
Client Name:	Codaray Construction	Contractor: Abatement Contractors of Mississippi	Report Number	PACM42018					
Address	6652 US Hwy 98		Report Date	5/18/2018					
City, ST Zip	Hattiesburg, Mississippi 39402	Date Received	5/18/2018	Page Number	AC - 2				
Project Site	THE OLD HATTIESBURG POLICE STATION	Date Analyzed	5/18/2018	Collected by	P. ANDERSON				
Project Number	PACM42018	701 JAMES STREET	Analyst	P.A.	Date Collected	5/18/2018			
Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866									
FILTER NUMBER									TYPE
005	Located inside containment - South Corner								AC
006	Located inside containment - West Corner								AC
007	Located inside containment - East Area								AC
008	Located inside containment - North Corner								AC
***** AREA CLEARANCE - NORTH BUILDING - 2ND FLOOR *****									
SAMPLING AND ANALYTICAL DATA									
Filter No	005	006	007	008					
Flow Rate (L/min)	14.0	14.0	14.0	14.0					
Time - Begin	10:00	10:00	10:00	10:00					
Time - End	11:30	11:30	11:30	11:30					
Down Time (min)									
Total Time (min)	90	90	90	90					
Total volume (L)	1260	1260	1260	1260					
Detection Limit	0.004	0.004	0.004	0.004					
Fibers (f) Counted	6.6	3	6	2.5					
Fields Counted	100	100	100	100					
Fiber Concentration (f/cc)	<.004	<.004	<.004	<.004					
Time Weighted Average (TWA)									
8 Hour TWA									
QC Fibers Counted									
SUPPLEMENTAL INFORMATION									
ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM									
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROG N/A=NOT APPLICABLE									
AC = AREA-CLEARANCE AT=AREA AIR TEST QC=BLANK * = PERSONAL SAMPLING ONLY									
** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES									
 _____ PAUL ANDERSON								5/18/2018 DATE	
This report applies only to the sample(s) analyzed. The liability of the laboratory is limited to the amount paid for the report by the client. The client assumes all liability for the further distribution of this report or its content and by making successful use of this report.									

PAUL ANDERSON ENVIRONMENTAL
4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287
FAX: 601-354-3133

Air Monitoring Sample Analysis									
Client Name:	Codaray Construction	Contractor: Abatement Contractors of Mississippi	Report Number	PACM42018					
Address	6652 US Hwy 98		Report Date	5/17/2018					
City, ST Zip	Hattiesburg, Mississippi 39402	Date Received	5/17/2018	Page Number	AC-1				
Project Site	THE OLD HATTIESBURG POLICE STATION	Date Analyzed	5/17/2018	Collected by	P. ANDERSON				
Project Number	PACM42018 701 JAMES STREET	Analyst	P.A.	Date Collected	5/17/2018				
Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866									
FILTER NUMBER									TYPE
001	Located inside containment - East area office								AC
002	Located inside containment - North area office								AC
003	Located inside containment - West area hall								AC
004	Located inside containment - South area hall								AC
*****	AREA CLEARANCE - 1ST FLOOR - NORTH BUILDING								*****
SAMPLING AND ANALYTICAL DATA									
Filter No	001	002	003	004					
Flow Rate (L/min)	14.0	14.0	14.0	14.0					
Time - Begin	2:15	2:15	2:15	2:15					
Time - End	3:45	3:45	3:45	3:45					
Down Time (min)									
Total Time (min)	90	90	90	90					
Total volume (L)	1260	1260	1260	1260					
Detection Limit	0.004	0.004	0.004	0.004					
Fibers (f) Counted	4	5	3.5	7					
Fields Counted	100	100	100	100					
Fiber Concentration (f/cc)	<.004	<.004	<.004	<.004					
Time Weighted Average (TWA)									
8 Hour TWA									
QC Fibers Counted									
SUPPLEMENTAL INFORMATION									
ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM									
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROGf N/A=NOT APPLICABLE									
AC = AREA-CLEARANCE AT=AREA AIR TEST QC=BLANK * = PERSONAL SAMPLING ONLY									
** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES									
 PAUL ANDERSON								5/17/2018 DATE	
This report applies only to the sample(s) analyzed. The liability of the laboratory is limited to the amount paid for the report by the client. The client assumes all liability for the further distribution of this report or its content and by making successful use of this report.									

PAUL ANDERSON ENVIRONMENTAL
4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287
FAX: 601-354-3133

Air Monitoring Sample Analysis							
Client Name:	Codaray Construction	Contractor: Abatement Contractors of Mississippi	Report Number	PACM42018			
Address	6652 US Hwy 98		Report Date	5/24/2018			
City, ST Zip	Hattiesburg, Mississippi 39402	Date Received	5/24/2018	Page Number	AC - 4		
Project Site	THE OLD HATTIESBURG POLICE STATION	Date Analyzed	5/24/2018	Collected by	P. ANDERSON		
Project Number	PACM42018 701 JAMES STREET	Analyst	P.A.	Date Collected	5/24/2018		
Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866							
FILTER NUMBER				TYPE			
013	Located inside containment - North office				AC		
014	Located inside containment - East hall				AC		
015	Located inside containment - South office				AC		
016	Located inside containment - West hall				AC		
*****				AREA CLEARANCE - 2ND FLOOR - SOUTH BUILDING			

SAMPLING AND ANALYTICAL DATA							
Filter No	013	014	015	016			
Flow Rate (L/min)	14.0	14.0	14.0	14.0			
Time - Begin	9:10	9:10	9:10	9:10			
Time - End	10:40	10:40	10:40	10:40			
Down Time (min)							
Total Time (min)	90	90	90	90			
Total volume (L)	1260	1260	1260	1260			
Detection Limit	0.004	0.004	0.004	0.004			
Fibers (f) Counted	2.5	3	2	6			
Fields Counted	100	100	100	100			
Fiber Concentration (f/cc)	<.004	0.004	<.004	<.004			
Time Weighted Average (TWA)							
8 Hour TWA							
QC Fibers Counted							
SUPPLEMENTAL INFORMATION							
ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM							
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROG N/A=NOT APPLICABLE							
AC = AREA-CLEARANCE AT=AREA AIR TEST QC=BLANK * = PERSONAL SAMPLING ONLY							
** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES							
 PAUL ANDERSON						5/24/2018 DATE	
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PAUL ANDERSON ENVIRONMENTAL
4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287
FAX: 601-354-3133

Air Monitoring Sample Analysis									
Client Name:		Codaray Construction		Contractor: Abatement Contractors of Mississippi		Report Number		PACM42018	
Address		6652 US Hwy 98				Report Date		5/24/2018	
City, ST Zip		Hattiesburg, Mississippi 39402		Date Received		5/24/2018		Page Number	
Project Site		THE OLD HATTIESBURG POLICE STATION		Date Analyzed		5/24/2018		Collected by	
Project Number		PACM42018		701 JAMES STREET		Analyst		P.A.	
						Date Collected		5/24/2018	
Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866									
FILTER NUMBER								TYPE	
017		Located inside containment - West area						AC	
018		Located inside containment - North area						AC	
019		Located inside containment - South area						AC	
020		Located inside containment - East area						AC	
*****		AREA CLEARANCE - 1ST FLOOR - SOUTH BUILDING						*****	
SAMPLING AND ANALYTICAL DATA									
Filter No	017	018	019	020					
Flow Rate (L/min)	14.0	14.0	14.0	14.0					
Time - Begin	3:00	3:00	3:00	3:00					
Time - End	4:30	4:30	4:30	4:30					
Down Time (min)									
Total Time (min)	90	90	90	90					
Total volume (L)	1260	1260	1260	1260					
Detection Limit	0.004	0.004	0.004	0.004					
Fibers (f) Counted	4	6	2.5	3.5					
Fields Counted	100	100	100	100					
Fiber Concentration (f/cc)	<.004	0.004	<.004	<.004					
Time Weighted Average (TWA)									
8 Hour TWA									
QC Fibers Counted									
SUPPLEMENTAL INFORMATION									
ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM									
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROG N/A=NOT APPLICABLE									
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** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES									
 PAUL ANDERSON								5/24/2018 DATE	
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4307 LAKE VISTA DRIVE
JACKSON, MS 39212

PHONE: 601-717-4287

FAX: 601-354-3133

Air Monitoring Sample Analysis			
Client Name:	Codaray Construction	Contractor: Abatement Contractors of Mississippi	Report Number PACM42018
Address	6652 US Hwy 98		Report Date 5/30/2018
City, ST Zip	Hattiesburg, Mississippi 39402	Date Received 5/30/2018	Page Number AC - 7
Project Site	THE OLD HATTIESBURG POLICE STATION	Date Analyzed 5/30/2018	Collected by P. ANDERSON
Project Number	PACM42018 701 JAMES STREET	Analyst P.A.	Date Collected 5/30/2018

Collected/Analyzed By: PAUL ANDERSON CERTIFIED AIR MONITOR AM-00001866

FILTER NUMBER	TYPE
025	Located inside containment - East office
026	Located inside containment - South area
027	Located inside containment - North office
028	Located inside containment - West area
*****	AREA CLEARANCE - 2ND FLOOR - CENTRAL BUILDING

SAMPLING AND ANALYTICAL DATA

Filter No	025	026	027	028				
Flow Rate (L/min)	14.0	14.0	14.0	14.0				
Time - Begin	10:00	10:00	10:00	10:00				
Time - End	11:30	11:30	11:30	11:30				
Down Time (min)								
Total Time (min)	90	90	90	90				
Total volume (L)	1260	1260	1260	1260				
Detection Limit	0.004	0.004	0.004	0.004				
Fibers (f) Counted	3.5	0	3	2.5				
Fields Counted	100	100	100	100				
Fiber Concentration (f/cc)	<.004	0.004	<.004	<.004				
Time Weighted Average (TWA)								
8 Hour TWA								
QC Fibers Counted								

SUPPLEMENTAL INFORMATION

ND=NONE DETECTED. METHOD: NIOSH METHOD FOR THE DETERMINATION OF ASBESTOS and OTHER FIBERS by PCM
P=PERSONAL PX = EXCURSION AB=AREA-BASELINE AP=AREA-WORK IN PROG N/A=NOT APPLICABLE
AC = AREA-CLEARANCE AT=AREA AIR TEST QC=BLANK * = PERSONAL SAMPLING ONLY
** SAMPLE VOIDED DUE TO FILTER OVERLOAD ***SAMPLING PERIOD LESS THAN OSHA MINIMUM 420 MINUTES

Paul Anderson

PAUL ANDERSON

5/30/2018

DATE

This report applies only to the sample(s) analyzed. The liability of the laboratory is limited to the amount paid for the report by the client. The client assumes all liability for the further distribution of this report or its content and by making successful use of this report.

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Charles W Anderson Jr.

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

Asbestos Contractor

Certification



***Certificate No.: ABC-00003976
Expiration Date: Oct 21st, 2018
Training Expires on Oct 21st, 2018***

Chief, Asbestos & Lead Certification Branch

54032 LIC20170001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Cleveland J Darty

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



*Certificate No.: ABW-00007153
Expiration Date: May 23rd, 2018
Training Expires on May 23rd, 2018*

Chief, Asbestos & Lead Certification Branch

67644 LIC20170001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

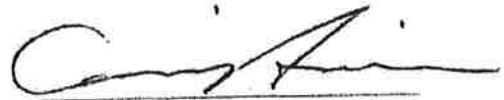
In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Donald Harris

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



*Certificate No.: ABW-00005386
Expiration Date: May 23rd, 2018
Training Expires on May 23rd, 2018*

Chief, Asbestos & Lead Certification Branch

62929 LIC20170001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Issac T Mayes

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

Asbestos Worker

Certification



Chief, Asbestos & Lead Certification Branch

*Certificate No.: ABW-00007851
Expiration Date: Jun 30th, 2018
Training Expires on Jun 30th, 2018*

70016 LIC20170002

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Kenneth Varnado

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



***Certificate No.: ABW-00008817
Expiration Date: Jan 25th, 2019
Training Expires on Jan 25th, 2019***

Chief, Asbestos & Lead Certification Branch

73145 LIC20180001

State of Mississippi



State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

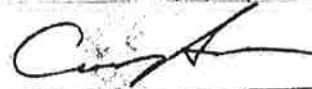
Be it known that

Ricky Dean

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

Asbestos Worker

Certification



Chief, Asbestos & Lead Certification Branch

***Certificate No.: ABW-00001830
Expiration Date: Nov 2nd, 2018
Training Expires on Nov 2nd, 2018***

40710 LIC20170001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Tony R. Forest

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Supervisor
Certification***



Chief, Air Division

*Certificate No.: ABS-00001884
Expiration Date: Sep 15th, 2019
Training Expires on Sep 15th, 2019*

40552 LIC20180002

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Michael M. Durr

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



Chief, Air Division

***Certificate No.: ABW-00001706
Expiration Date: Jul 20th, 2019
Training Expires on Jul 20th, 2019***

47742 LIC20180001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

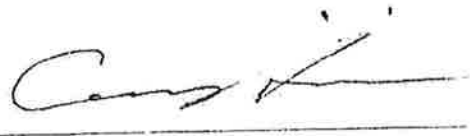
In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Joe Lofton

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



*Certificate No.: ABW-00002685
Expiration Date: Oct 13th, 2018
Training Expires on Oct 13th, 2018*

Chief, Asbestos & Lead Certification Branch

40556 LIC20170001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Antonio McCallum

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



*Certificate No.: ABW-00007567
Expiration Date: May 24th, 2019
Training Expires on May 24th, 2019*

Chief, Asbestos & Lead Certification Branch

69013 LIC20180001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Patrick S McGill

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



Chief, Asbestos & Lead Certification Branch

*Certificate No.: ABW-00008847
Expiration Date: Feb 8th, 2019
Training Expires on Feb 8th, 2019*

73223 LIC20180001

State of Mississippi

Department of Environmental Quality
Office of Pollution Control

Certificate of Licensure

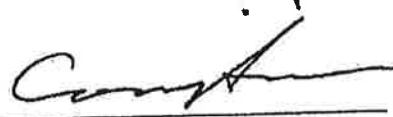
In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Xavier Keller

Having submitted acceptable evidence of qualifications and
training, and other appropriate information, is hereby granted this

Asbestos Worker
Certification



Certificate No.: ABW-00005421
Expiration Date: Oct 27th, 2018
Training Expires on Oct 27th, 2018

Chief, Asbestos & Lead Certification Branch

62995 LIC20180001

State of Mississippi

*Department of Environmental Quality
Office of Pollution Control*

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Dwight Gipson

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Worker
Certification***



Chief, Air Division

*Certificate No.: ABW-00006804
Expiration Date: Aug 10th, 2019
Training Expires on Aug 10th, 2019*

66836 LIC20180001

Scanned with CamScanner

SITE		TICKET		GRID		WEIGHMASTER	
10		00111474		N2 - EW16		JAMES	
DATE IN		DATE OUT		TIME IN		TIME OUT	
05/31/18		05/31/18		14:26		14:51	
VEHICLE				ROLL OFF			
REFERENCE				ORIGIN			
				HATTIESBURG COMMERCIAL			

FACTORS OF MS IN INDIA

ss Wt.	54000	LB
Wt.	29560	LB
	24440	LB

Inbound - Charge ticket

DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
ASBESTOS NON FRIABLE	36.750	449.09	0.00	449.09

contains no hazardous or

NET AMOUNT
449.09
TENDERED
CHANGE
CHECK NO.

INA SOFTWARE (910) 799-6767

SIGNATURE

Bob Harvey

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE / TICKET		00111393 / N2-EMV18		JAMES	
DATE IN	DATE OUT	DATE IN	DATE OUT	DATE IN	DATE OUT
05/30/18	05/30/18	11/24	11/24	11/24	11/24
REFERENCE			ORIGIN		
			HATTIESBURG COMMERCIAL		

Scale 1 Gross Wt. 54360 LB
Scale 1 Tare Wt. 30220 LB
Net Weight 24140 LB

Inbound - Charge ticket

QTY	UNIT	DESCRIPTION	DATE	EXTENSION	FEES
12.07	TON	ASBESTOS NON FRIABLE	36,750	443.57	0.00
				443.57	

NET AMOUNT	443.57
TENDERED	
CHANGE	
CHECK NO.	

This is to certify that this load contains no hazardous or otherwise prohibited material.

Raymond H. Harty

SIGNATURE

FACT CAROLINA SOFTWARE (810) 999-6767

PBRSWMA

PO BOX 389

PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN

761 WEATHERSBY ROAD

HATTIESBURG MS 39402

SITE	TICKET	GRID	WEIGHMASTER
10	00111414	N2 - EW16	JAMES
DATE IN	DATE OUT	TIME IN	TIME OUT
05/30/18	05/30/18	15:02	15:13
REFERENCE		ORIGIN	
		HATTIESBURG COMMERCIAL	

Inbound - Charge ticket

Scale 1 Gross Wt. 54980 LB
Scale 1 Tare Wt. 31200 LB
Net Weight 23780 LB

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
11.89	TON	ASBESTOS NON FRIABLE	36.750	436.96	0.00	436.96

NET AMOUNT
436.96
TENDERED
CHANGE
CHECK NO.

I hereby certify that this load contains no hazardous or prohibited material.

Bob Harty

SIGNATURE

PHONE (910) 799-6767

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE		TICKET		GRID		WEIGHMASTER	
10		00112042		N2 - EW16		JAMES	
	DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF	
	06/14/18	06/14/18	16:09	16:24			
REFERENCE		ORIGIN		HATTIESBURG COMMERCIAL			

Inbound - Charge ticket

Scale 1 Gross Wt. 56460 LB
Scale 1 Tare Wt. 31160 LB
Net Weight 25300 LB

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
12.65	TON	ASBESTOS NON FRIABLE	36.750	464.89	0.00	464.89

NET AMOUNT
464.89
TENDERED
CHANGE
CHECK NO.

This is to certify that this load contains no hazardous or otherwise prohibited material.

[Signature]

SIGNATURE

ABATEMENT CONTRACTORS OF MS IN SOFTWARE (910) 799-6767

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID	WEIGHMASTER		
10	00113169	N2 - EW16	JAMES		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/17/18	07/17/18	15:54	16:15		
REFERENCE		ORIGIN			
		HATTIESBURG COMMERCIAL			

Scale 1 Gross Wt. 68580 LB
Scale 1 Tare Wt. 30040 LB
Net Weight 38540 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
19.27	TON	ASBESTOS NON FRIABLE	36.750	708.17	0.00	708.17

This is to certify that this load contains no hazardous or
otherwise prohibited material.

NET AMOUNT
708.17
TENDERED
CHANGE
CHECK NO.

W6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

Stephen J. Rhoda



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

GENERATOR

22



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

GENERATOR



NON-HAZARDOUS MANIFEST

Please print or type. (Form designed for use on elite (12-pin) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.		Manifest Document No.		2. Page 1 of 1					
3. Generator's Name and Mailing Address <i>WMNA</i>				A. Manifest Number WMNA 17630							
4. Generator's Phone <i>610-200-1234</i>				B. State Generator's ID							
5. Transporter 1 Company Name		6. US EPA ID Number		C. State Transporter's ID							
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone							
9. Designated Facility Name and Site Address <i>Old Police Station</i>		10. US EPA ID Number		E. State Transporter's ID							
				F. Transporter's Phone							
				G. State Facility's ID							
				H. Facility's Phone							
11. Description of Waste Materials <i>Non-hazardous liquid</i>				12. Containers		13. Total Quantity		14. Unit Wt./Vol.		I. Misc. Comments	
				No. Type							
a. WM Profile # <i>1042001234</i>											
b. WM Profile #											
c. WM Profile #											
d. WM Profile #											
J. Additional Descriptions for Materials Listed Above				K. Disposal Location							
Landfill _____ Solidification _____				Coll _____ Level _____							
Bio Remediation _____				Grid _____							
15. Special Handling Instructions and Additional Information											
Purchase Order # _____ EMERGENCY CONTACT: _____											
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations.											
Printed/Typed Name <i>WMNA</i>				Signature "On behalf of" <i>WMNA</i>				Month Day Year <i>11 19 11</i>			
17. Transporter 1 Acknowledgement of Receipt of Materials											
Printed/Typed Name <i>WMNA</i>				Signature <i>WMNA</i>				Month Day Year <i>11 19 11</i>			
18. Transporter 2 Acknowledgement of Receipt of Materials											
Printed/Typed Name				Signature				Month Day Year			
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.											
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.											
Printed/Typed Name <i>WMNA</i>				Signature <i>WMNA</i>				Month Day Year <i>11 19 11</i>			



NON-HAZARDOUS MANIFEST

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.		Manifest Document No.		2. Page 1 of 1		
3. Generator's Name and Mailing Address <i>ALM Inc.</i>				A. Manifest Number WMNA 17635				
4. Generator's Phone <i>762-294-4444</i>				B. State Generator's ID				
5. Transporter 1 Company Name		6. US EPA ID Number		C. State Transporter's ID				
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone				
9. Designated Facility Name and Site Address <i>Old Police Station</i>		10. US EPA ID Number		E. State Transporter's ID				
				F. Transporter's Phone				
				G. State Facility's ID				
				H. Facility's Phone				
11. Description of Waste Materials <i>Newgate</i>				12. Containers No. Type		13. Total Quantity	14. Unit Wt./Vol.	I. Misc. Comments
a. WM Profile # <i>104204 AS</i>								
b. WM Profile #								
c. WM Profile #								
d. WM Profile #								
J. Additional Descriptions for Materials Listed Above Landfill _____ Solidification _____ Bio Remediation _____				K. Disposal Location Cell _____ Level _____ Grid _____				
15. Special Handling Instructions and Additional Information								
Purchase Order # _____ EMERGENCY CONTACT: _____								
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations.								
Printed/Typed Name <i>[Signature]</i>				Signature "On behalf of" <i>[Signature]</i>		Month/Day/Year <i>11/11/18</i>		
17. Transporter 1 Acknowledgement of Receipt of Materials								
Printed/Typed Name <i>[Signature]</i>				Signature <i>[Signature]</i>		Month/Day/Year <i>11/11/18</i>		
18. Transporter 2 Acknowledgement of Receipt of Materials								
Printed/Typed Name				Signature		Month/Day/Year		
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.								
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.								
Printed/Typed Name <i>Julie DeFonse</i>				Signature <i>[Signature]</i>		Month/Day/Year <i>10/11/18</i>		



NON-HAZARDOUS MANIFEST

Please print or type: (Form designed for use on elite (12-pitch) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of 1
3. Generator's Name and Mailing Address <i>ACH Inc</i>		A. Manifest Number WMNA 17628		
4. Generator's Phone <i>761 444-2222</i>		B. State Generator's ID		
5. Transporter 1 Company Name		6. US EPA ID Number	C. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number	D. Transporter's Phone	
9. Designated Facility Name and Site Address <i>Old Police Station</i>		10. US EPA ID Number	E. State Transporter's ID	
			F. Transporter's Phone	
			G. State Facility's ID	
			H. Facility's Phone	
11. Description of Waste Materials <i>Non-flammable Asbestos</i>		12. Containers No. Type	13. Total Quantity	14. Unit Wt./Vol.
a. WM Profile # <i>104204 ACS</i>				
b. WM Profile #				
c. WM Profile #				
d. WM Profile #				
J. Additional Descriptions for Materials Listed Above Landfill _____ Solidification _____ Bio Remediation _____		K. Disposal Location Cell _____ Level _____ Grid _____		
15. Special Handling Instructions and Additional Information Purchase Order # _____ EMERGENCY CONTACT: _____				
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations. Printed/Typed Name _____ Signature "On behalf of" _____ Month Day Year <i>11/11/18</i>				
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name _____ Signature _____ Month Day Year <i>11/11/18</i>				
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name _____ Signature _____ Month Day Year _____				
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.				
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest. Printed/Typed Name _____ Signature _____ Month Day Year <i>11/11/18</i>				



NON-HAZARDOUS MANIFEST

Please print or type (Form designed for use on elite (12-pitch) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page of	1
3. Generator's Name and Mailing Address <i>ACM Inc.</i>				A. Manifest Number WMNA 17633	
4. Generator's Phone <i>761 Wackerly Rd. Columbus MS</i>				B. State Generator's ID	
5. Transporter 1 Company Name		6. US EPA ID Number		C. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone	
9. Designated Facility Name and Site Address <i>old Police Station</i>		10. US EPA ID Number		E. State Transporter's ID	
				F. Transporter's Phone	
				G. State Facility's ID	
				H. Facility's Phone	
11. Description of Waste Materials <i>Non-hazardous</i>				12. Containers	13. Total Quantity
				No.	Type
a. WM Profile # <i>104204 MS</i>				<i>11</i>	<i>15</i>
b. WM Profile #					
c. WM Profile #					
d. WM Profile #					
J. Additional Descriptions for Materials Listed Above				K. Disposal Location	
Landfill _____ Solidification _____				Coll _____ Level _____	
Bio Remediation _____				Grid _____	
15. Special Handling Instructions and Additional Information					
Purchase Order # _____ EMERGENCY CONTACT: _____					
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations.					
Printed/Typed Name <i>[Signature]</i>		Signature "On behalf of" <i>[Signature]</i>		Month Day Year <i>12/10/11</i>	
17. Transporter 1 Acknowledgement of Receipt of Materials					
Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>		Month Day Year <i>12/11/11</i>	
18. Transporter 2 Acknowledgement of Receipt of Materials					
Printed/Typed Name		Signature		Month Day Year <i>12/11/11</i>	
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.					
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.					
Printed/Typed Name <i>[Signature]</i>		Signature <i>[Signature]</i>		Month Day Year <i>10/11/18</i>	



NON-HAZARDOUS MANIFEST

Please print or type. (Form designed for use on #14 (12-pitch) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page of 1
3. Generator's Name and Mailing Address <i>Acme</i>		A. Manifest Number WMNA 17632		
4. Generator's Phone <i>214-234-5678</i>		B. State Generator's ID		
5. Transporter 1 Company Name		6. US EPA ID Number	C. State Transporter's ID	
7. Transporter 2 Company Name		8. US EPA ID Number	D. Transporter's Phone	
9. Designated Facility Name and Site Address <i>old site</i>		10. US EPA ID Number	E. State Transporter's ID	
			F. Transporter's Phone	
			G. State Facility's ID	
			H. Facility's Phone	
11. Description of Waste Materials <i>Non-hazardous</i>		12. Containers No.	13. Total Quantity	14. Unit Wt./Vol.
a. WM Profile # <i>12-20-15</i>				
b. WM Profile #				
c. WM Profile #				
d. WM Profile #				
J. Additional Descriptions for Materials Listed Above Landfill _____ Solidification _____ Bio Remediation _____		K. Disposal Location Cell _____ Level _____ Grid _____		
15. Special Handling Instructions and Additional Information				
Purchase Order # _____ EMERGENCY CONTACT: _____				
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations.				
Printed/Typed Name		Signature *On behalf of		Month Day Year
17. Transporter 1 Acknowledgement of Receipt of Materials				
Printed/Typed Name		Signature		Month Day Year
18. Transporter 2 Acknowledgement of Receipt of Materials				
Printed/Typed Name		Signature		Month Day Year
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.				
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.				
Printed/Typed Name <i>John Doe</i>		Signature <i>John Doe</i>		Month Day Year <i>04/11/18</i>



NON-HAZARDOUS MANIFEST

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

NON-HAZARDOUS MANIFEST		1. Generator's US EPA ID No.		Manifest Document No.		2. Page 1 of 1					
3. Generator's Name and Mailing Address <i>Acme Inc.</i>				A. Manifest Number WMNA 17631							
4. Generator's Phone <i>761 weatherford St. Chicago, IL</i>				B. State Generator's ID							
5. Transporter 1 Company Name		6. US EPA ID Number		C. State Transporter's ID							
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone							
9. Designated Facility Name and Site Address <i>Old Police Station</i>		10. US EPA ID Number		E. State Transporter's ID							
				F. Transporter's Phone							
				G. State Facility's ID							
				H. Facility's Phone							
11. Description of Waste Materials <i>Non-hazardous debris</i>				12. Containers		13. Total Quantity		14. Unit Wt./Vol.		I. Misc. Comments	
				No. Type							
a. WM Profile # <i>104204 MS</i>											
b. WM Profile #											
c. WM Profile #											
d. WM Profile #											
J. Additional Descriptions for Materials Listed Above Landfill _____ Solidification _____ Bio Remediation _____				K. Disposal Location Cell _____ Level _____ Grid _____							
15. Special Handling Instructions and Additional Information											
Purchase Order #				EMERGENCY CONTACT:							
16. GENERATOR'S CERTIFICATION: I hereby certify that the above-described materials are not hazardous wastes as defined by 40 CFR Part 261 or any applicable state law, have been fully and accurately described, classified and packaged, and are in proper condition for transportation according to applicable regulations.											
Printed/Typed Name				Signature "On behalf of"				Month Day Year			
								11/11/11			
17. Transporter 1 Acknowledgement of Receipt of Materials											
Printed/Typed Name				Signature				Month Day Year			
								11/11/11			
18. Transporter 2 Acknowledgement of Receipt of Materials											
Printed/Typed Name				Signature				Month Day Year			
19. Certificate of Final Treatment/Disposal I certify, on behalf of the above listed treatment facility, that to the best of my knowledge, the above-described waste was managed in compliance with all applicable laws, regulations, permits and licenses on the dates listed above.											
20. Facility Owner or Operator: Certification of receipt of non-hazardous materials covered by this manifest.											
Printed/Typed Name				Signature				Month Day Year			
<i>James H. Hefner</i>				<i>James H. Hefner</i>				11/11/11			

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SIGNATURE

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Date / Time of Receipt: Date: 9-12-18 Time: 3:25

WASTE GENERATOR:

Name: Abatement Contractors
Address: Jackson Ave.

Telephone No.: (601) 270-8179

WASTE TRANSPORTER:

Name: All Pro Disposal
Address: 39 Old Okahola School Rd.

Telephone No.: (800) 735-1233

Estimated Quantity: 20 CY Gross Weight: 49820 Lbs.
Tare Weight: 29880 Lbs.
Scale Ticket No.: 115150 Net Weight: 19940 Lbs. 9.97 Tons

Description of Load of Waste: Asbestos Non Friable

Comments: _____

Grid Coordinates: N: 11507.523 E: 7073.664 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: [Signature]

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GHID		WEIGHMASTER	
10	00115191	N2 - EW16		JAMES	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
09/13/18	09/13/18	13:39	13:51		
REFERENCE		ORIGIN			
		HATTIESBURG COMMERCIAL			

Scale 1 Gross Wt. 16580 LB
Scale 1 Tare Wt. 13680 LB
Net Weight 2900 LB

Inbound - Charge ticket

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
5.00	YARD	ASBESTOS FRIABLE	24.750	123.75	0.00	123.75

This is to certify that this load contains no hazardous or
otherwise prohibited material.

NET AMOUNT
123.75
TENDERED
CHANGE
CHECK NO.

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

[Handwritten Signature]

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389 Petal, MS 39465
(601) 545-6676 Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Date / Time of Receipt: Date: 9-13-18 Time: 1:39

WASTE GENERATOR:

Name: Hattiesburg Police Station
Address: 701 James St
Hattiesburg MS
Telephone No.: ()

WASTE TRANSPORTER:

Name: Abertast Contractors of MS
Address: 761 Weatherly Rd
Hattiesburg MS
Telephone No.: (601) 270-8179

Estimated Quantity: 5 CY Gross Weight: 16580 Lbs.
Tare Weight: 13680 Lbs.
Scale Ticket No.: 115191 Net Weight: 2900 Lbs. Tons

Description of Load of Waste: Fr-61 Abertast

Comments:

Grid Coordinates: N: 11527.523 E: 7673.664 Elevation: 282.286

Size and Depth of Disposal Pit:

Signature of Supervisory Personnel: [Signature]

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

PBRSWMA
PO BOX 368
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID		WEIGHMASTER	
10	00115055	N2 - EW16		JAMES	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
09/11/18	09/11/18	08:13	08:29		
REFERENCE		ORIGIN			
		HATTIESBURG COMMERCIAL			

Scale 1 Gross Wt. 25820 LB
Scale 1 Tare Wt. 19200 LB
Net Weight 6620 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
20.00	YARD	ASBESTOS FRIABLE	24.750	495.00	0.00	495.00

This is to certify that this load contains no hazardous or
otherwise prohibited material.

NET AMOUNT
495.00
TENDERED
CHANGE
CHECK NO.

WW6TI TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

[Signature]

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389 Petal, MS 39465
(601) 545-6676 Fax: (601) 545-6665

WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL

Date / Time of Receipt: Date: 9/11/18 Time: 8:13

WASTE GENERATOR:

Name: Hattiesburg Police Station
Address: 701 James St
Hattiesburg MS 39401
Telephone No.: ()

WASTE TRANSPORTER:

Name: Abate Contracting of Mississippi Inc
Address: 761 Weddles Rd
Hattiesburg MS
Telephone No.: (601) 270 4198

Estimated Quantity: 18 CY Gross Weight: 25820 Lbs.
Tare Weight: 19200 Lbs.
Scale Ticket No.: 115055 Net Weight: 6620 Lbs. _____ Tons

Description of Load of Waste: friable Asbestos

Comments: _____

Grid Coordinates: N: 11527.523 E: 7073.64 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: [Signature]

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID	WEIGHMASTER		
10	00113169	N2 - EW16	JAMES		
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/17/18	07/17/18	15:54	16:15		
REFERENCE		ORIGIN			
		HATTIESBURG COMMERCIAL			

Scale 1 Gross Wt.		68580	LB	Inbound - Charge ticket		
Scale 1 Tare Wt.		30040	LB			
Net Weight		38540	LB			
QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
19.27	TON	ASBESTOS NON FRIABLE	36.750	708.17	0.00	708.17

This is to certify that this load contains no hazardous or otherwise prohibited material.

NET AMOUNT
708.17
TENDERED
CHANGE
CHECK NO.

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

Stephen J. Rhoda

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Date / Time of Receipt: Date: 7-17-18 Time: 3:54

WASTE GENERATOR:

Name: Albertson Contractors of MS
Address: 761 Weatherly Dr
McHargues MS
Telephone No.: (601) 336 5131

WASTE TRANSPORTER:

Name: Alpro
Address: _____
Telephone No.: ()

Estimated Quantity: 20 CY Gross Weight: 68590 Lbs.
Tare Weight: 30040 Lbs.
Scale Ticket No.: 113169 Net Weight: 38540 Lbs. 19.27 Tons

Description of Load of Waste: Non-friable Asbestos

Comments: old police station

Grid Coordinates: N: 11527.523 E: 7073.464 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: [Signature]

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID		WEIGHMASTER	
10	00112042	N2 - EW16		JAMES	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/14/18	06/14/18	16:09	16:24		
PICK UP		DROP			
		HATTIESBURG COMMERCIAL			

Inbound - Charge ticket

Net Weight		25300	LB			
QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
12.65	TON	ASBESTOS NON FRIABLE	36.750	464.89	0.00	464.89

NET AMOUNT
464.89
TENDERED
CHANGE
CHECK NO.

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE

Bratt H. H.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Act 100025

Date / Time of Receipt: Date: 6-14-18 Time: 4:08 pm

WASTE GENERATOR:

Name: Abraham Construction Co. Inc.
Address: 761 Western Rd
Hattiesburg MS
Telephone No.: (601) 270 8179

WASTE TRANSPORTER:

Name: Abraham Construction Co. Inc.
Address: 761 Western Rd
Hattiesburg MS
Telephone No.: (601) 270 8179

Estimated Quantity: 18 CY Gross Weight: 56460 Lbs.
Tare Weight: 31160 Lbs.
Scale Ticket No.: 112042 Net Weight: 25300 Lbs. 12.65 Tons

Description of Load of Waste: New Insulation Asbestos

Comments: _____

Grid Coordinates: N: 11527523 E: 7073.664 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: _____

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID	WEIG.
10	00111414	N2 - EW16	JAMES
DATE IN	DATE OUT	TIME IN	TIME OUT
05/30/18	05/30/18	15:02	15:13
VEHICLE		RO	
HATTIESBURG COMMERCIAL			

Scale 1 Gross Wt.	54980	LB
Scale 1 Tare Wt.	31200	LB
Net Weight	23780	LB

Inbound - Charge ticket

CIN	Net Weight	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
11.89	TON		ASBESTOS NON FRIABLE	36.750	436.96	0.00	436.96

NET AMOUNT
436.96
TENDERED
CHANGE
CHECK NO.

WWW.TOTEMORDERCONTACT.CAROLINA.SOFTWARE (910) 799-6767

SIGNATURE

Budd Horvath

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Act II 100025

Date / Time of Receipt: Date: 5-30-18 Time: _____

WASTE GENERATOR:

Name: Abraham Contractors of MS
Address: 761 Weathering Rd
Hattiesburg MS 39402
Telephone No.: (601) 270 8179

WASTE TRANSPORTER:

Name: Abraham Contractors of MS
Address: 761 Weathering Rd
Hattiesburg MS 39402
Telephone No.: (601) 270 8179

Estimated Quantity: 18 CY Gross Weight: 54980 Lbs.
Tare Weight: 31200 Lbs.
Scale Ticket No.: 111414 Net Weight: 23780 Lbs. 11.89 Tons

Description of Load of Waste: non friable Asbestos

Comments: Police Station

Grid Coordinates: N: 11527.523 E: 7073.664 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: _____

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

PBRSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE	TICKET	GRID	WEIGHT
10	00111393	N2 - EW16	JAMES
DATE IN	DATE OUT	TIME IN	TIME OUT
05/30/18	05/30/18	11:24	11:49
REFERENCE		ORIGIN	
		HATTIESBURG COMMERCIAL	

Scale 1 Gross Wt. 64360 LB
Scale 1 Tare Wt. 30220 LB
Net Weight 24140 LB

Inbound - Charge ticket

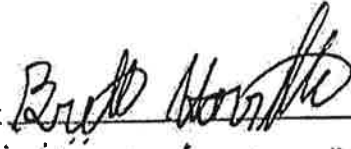
QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
12.07	TON	ASBESTOS NON FRIABLE	36.750	443.57	0.00	443.57

This is to certify that this load contains no hazardous or
otherwise prohibited material.

NET AMOUNT
443.57
TENDERED
CHANGE
CHECK NO.

WWW.1-800-REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

SIGNATURE



PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Date / Time of Receipt: Date: 5/30/18 Time: _____

WASTE GENERATOR:

Name: Abert Contractors of MS Inc

Address: 761 Weathersby Rd

Hattiesburg MS

Telephone No.: (601) 270 8174

Acct#

100025

WASTE TRANSPORTER:

Name: Abert Contractors of MS Inc

Address: 761 Weathersby Rd

Hattiesburg MS

Telephone No.: (601) 270 8174

Estimated Quantity: 18 CY Gross Weight: 54360 Lbs.

Tare Weight: 30220 Lbs.

Scale Ticket No.: 111 393 Net Weight: 24140 Lbs. 12.07 Tons

Description of Load of Waste: Non friable Asbestos

Comments: Police station

Grid Coordinates: N 11527.523 E 7073.664 Elevation: 282.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: _____

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

DUPLICATE TICKET

P8RSWMA
PO BOX 389
PETAL, MS 39465

100025 ABATEMENT CONTRACTORS OF MS IN
761 WEATHERSBY ROAD
HATTIESBURG MS 39402

SITE		TICKET		U		WEATHERSBY	
10	00111474	N2 - EW16	JAMES				
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF		
05/31/18	05/31/18	14:26	14:51				
REFERENCE		ORIGIN					
		HATTIESBURG COMMERCIAL					

Scale 1 Gross Wt. 54000 LB
Scale 1 Tare Wt. 29560 LB
Net Weight 24440 LB

Inbound - Charge ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
12.22	TON	ASBESTOS NON FRIABLE	36.750	449.09	0.00	449.09

NET AMOUNT
449.09
TENDERED
CHANGE
CHECK NO.

This is to certify that this load contains no hazardous or otherwise prohibited material.

SIGNATURE

XW671 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
(601) 545-6676

Petal, MS 39465
Fax: (601) 545-6665

**WASTE SHIPMENT RECORD
FOR THE
ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL**

Act # 100025

Date / Time of Receipt: Date: 5-31-18 Time: _____

WASTE GENERATOR:

Name: Asbestos Contractors of MS
Address: 761 Westbury Rd
Hattiesburg MS 39402
Telephone No.: (601) 270 8179

WASTE TRANSPORTER:

Name: Asbestos Contractors of MS
Address: 761 Westbury Rd
Hattiesburg MS 39402
Telephone No.: (601) 270 8179

Estimated Quantity: _____ CY Gross Weight: 54000 Lbs.
Tare Weight: 29560 Lbs.
Scale Ticket No.: 111474 Net Weight: 24440 Lbs. 12.22 Tons

Description of Load of Waste: new franklin Asbestos

Comments: Police Station

Grid Coordinates: N: 11527.523 E: 7073.664 Elevation: 242.286

Size and Depth of Disposal Pit: _____

Signature of Supervisory Personnel: _____

NESHAP Program Administrator: Mississippi Department of Environmental Quality
Office of Pollution Control
P.O. Box 10385
Jackson, MS 39289-0385
Attn: Air Toxics Branch
Asbestos Section

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Codaray Construction, LLC dated February 13, 2018, for the Public Safety Complex Demolition project, 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 8th day of January, 2019,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

Publish (1) Thursday, January 10, 2019
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2019-008

File ID: 2019-008

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Closeout of Barkley Road Bridge Repair project

Final Action:

Minute Book Number: MB 2019-9

Title:

Acknowledge receipt of Closeout Documents for the Barkley Road Bridge Repair project; Authorize issuance of Notice of Final Settlement; Authorize payment of Final Pay Application.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Notice of Final Settlement-Demolition, Closing Documents, Executed Closeout Documents for Barkley Road Bridge Repair Project

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-008

Title

Acknowledge receipt of Closeout Documents for the Barkley Road Bridge Repair project; Authorize issuance of Notice of Final Settlement; Authorize payment of Final Pay Application.

Summary

Closeout of Barkley Road Bridge Repair project

Publication Information

Publish once on January 10, 2019



City of Hattiesburg, MS

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

Master

File Number: 2019-008

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Key, LLC dated June 19, 2018, for the Barkley Road Bridge Repair project, 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 8th day of January, 2019,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) Thursday, January 10, 2019
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



Engineering Progress

December 12, 2018
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

Re: **Repair of Bridge on SA18-165 on Barkley Road Bridge**
City of Hattiesburg

Dear Lamar:

Enclosed please find the following closeout documents for the above referenced project.

- 1) Pay Estimate No. 3 and Final in the amount of \$6,974.48
- 2) Consent of Surety to Final Payment
- 3) Contractors Affidavit of Release of Liens
- 4) Contractor's Guarantee
- 5) Subcontractor's Guarantee from Warren Paving, Inc.
- 6) Subcontractor's Guarantee from Simmons Erosion Control, Inc.
- 7) Unconditional Waiver and Release on Progress Payment from Warren Paving, Inc.
- 8) Unconditional Waiver and Release on Progress Payment from Simmons Erosion Control, Inc.
- 9) Unconditional Waiver and Release on Progress Payment from Key, LLC
- 10) Certificate of Substantial Completion

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

Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/aa

Enclosure
cc: Key, LLC
SDW

072201. 7210.04
MB 2018-161

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: December 12, 2018

Project: Barkley Road Bridge Repair

Contractor: Key, LLC

Pay Estimate No.: Three (3) and Final

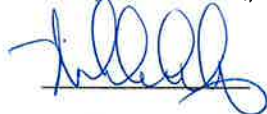
Pay Period: November 1, 2018 through November 20, 2018

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			

CONTRACT TOTAL: \$144,795.00

1	Clearing And Grubbing	L.S.	1.00	1.00	LS	\$1,950.00	\$ 1,950.00
2	Removal of Bridge	1.00	1.00	1.00	Unit	\$1,750.00	\$ 1,750.00
3	Unclassified Excavation, FM	10.00	10.00	10.00	CY	\$105.00	\$ 1,050.00
4	Borrow Excavation, LVM	17.00	17.00	17.00	CY	\$155.00	\$ 2,635.00
5	9.5-mm ST	6.00	16.00	16.00	Ton	\$500.00	\$ 8,000.00
6	19mm ST	3.00	8.81	8.81	Ton	\$500.00	\$ 4,405.00
7	Cold Milling of Bit Pavement, All Depths	55.00			SY	\$65.00	\$ -
8	Maintenance of Traffic	L.S.	0.50	1.00	LS	\$6,500.00	\$ 6,500.00
9	Signs	0			SF	\$100.00	\$ -
10	Mobilization	L.S.	0.50	1.00	LS	\$22,750.00	\$ 22,750.00
11	Grassing	0.30	0.30	0.30	Acre	\$5,000.00	\$ 1,500.00
12	Agricultural Limestone	0.30			Ton	\$1,500.00	\$ -
13	Mulch, Vegetative Mulch	0.60	0.30	0.30	Ton	\$1,500.00	\$ 450.00
14	Temporary Grassing	0.30			Acre	\$4,500.00	\$ -
15	Temporary Silt Fence	200.00	62.00	62.00	LF	\$10.00	\$ 620.00
16	Wattles, 20"	200.00	140.00	140.00	LF	\$10.00	\$ 1,400.00
17	Test Pile	1.00	1.00	1.00	EA	\$6,500.00	\$ 6,500.00
18	Conventional Static Pile Load Test	0.00			EA	\$50,000.00	\$ -
19	14" x 14" PS Conc Piling	280.00	120.00	210.00	LF	\$75.00	\$ 15,750.00
20	31' PC Conc Slab Units, 3.5' Int, Remove and Reset	12.00	6.00	12.00	EA	\$1,350.00	\$ 16,200.00
21	31' PC Conc Slab Unit, Curb, Remove and Reset	4.00	2.00	4.00	EA	\$1,350.00	\$ 5,400.00
22	Beam Type Railing with Conc Posts, Remove and Reset	124.00	62.00	124.00	LF	\$30.00	\$ 3,720.00
23	29'-0" PC Conc Cap, End Unit, Concrete Pile	2.00	2.00	2.00	EA	\$12,500.00	\$ 25,000.00
24	7.5' PC Conc Wings	4.00	2.00	4.00	EA	\$2,000.00	\$ 8,000.00
25	Loose Riprap, 300 Lb.	47.00	20.03	45.65	Ton	\$115.00	\$ 5,249.75
26	Geotextile under Riprap	120.00	120.00	120.00	SY	\$5.50	\$ 660.00

Total Earned - Regular Work	\$ 139,489.75
Less 0% Retainage	\$ -
Less Stored Materials	\$ -
Total Due - Regular Work	\$ 139,489.75
Less Previous Payments	\$ 132,515.27
Net Amount Due This Estimate	\$ 6,974.48
Less Deductions	\$ -
Net Payment Due	\$ 6,974.48

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.


Project Engineer

APPROVED:

OWNER

Application and Certificate For Payment

To Owner: CITY OF HATTIESBURG P O BOX 1898 HATTIESBURG, MS 39403		Project: Barkley Road Bridge Repair SA8-165	Application No.: 3 Date: 11/20/2018 Period To: 11/20/18 Architect's Project No.: Contract Date: 6-19-18
From (Contractor): Key, LLC PO Box 590 Madison, MS 39130		Contractor Job Number: 666 Via (Architect):	
Phone: 601.898-9892		Contract For:	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
Totals		
Net change by change orders		

Original contract sum	144,795.00
Net change by change orders	0.00
Contract sum to date	144,795.00
Total completed and stored to date	139,489.75
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	139,489.75
Less previous certificates of payment	132,515.27
Current sales tax	
3.500% of taxable amount	0.00
Current sales tax	0.00
Current payment due	6,974.48
Balance to finish, including retainage	5,305.25

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: Key, LLC
 By: [Signature] Date: 11-22-18
 State of: MS County of: Madison
 Subscribed and sworn to before me this 19th day of December
2018 (year). Notary public: [Signature]
 My commission expires Sept 28, 2020

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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: \$ 6,974.48

Architect: [Signature] Date: 12/12/2018
 By: [Signature]

This Certification 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.

Application and Certificate For Payment -- page 2

To Owner: CITY OF HATTIESBURG
From (Contractor): Key, LLC
Project: Barkley Road Bridge Repair

Application No: 3
Contractor's Job Number: 666
Architect's Project No:

Date: 11/20/18
Period To: 11/20/18

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Memo	
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
10													
10	Clearing and Grubbing 201-A	1,950.0000	1.000	LS	1,950.00	100.00 %	1,950.00	0.00 %	0.00	100.00 %	1,950.00	100.0	0.00
100	Mobilization 620-A	22,750.0000	1.000	LS	22,750.00	100.00 %	22,750.00	0.00 %	0.00	100.00 %	22,750.00	100.0	0.00
110	Grassing 225-A	5,000.0000	.300	ACR	1,500.00	.300	1,500.00	.000	0.00	.300	1,500.00	100.0	0.00
120	Agricultural Limestone 225-B	1,500.0000	.300	TON	450.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
130	Mulch, Veg Materials 225-C	1,500.0000	.500	TON	900.00	.300	450.00	.000	0.00	.300	450.00	50.0	0.00
140	Temporary Grassing 226-A	4,500.0000	.300	ACR	1,350.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
150	Temporary Silt Fence 234-A	10.0000	200.000	LF	2,000.00	62.000	620.00	.000	0.00	62.000	620.00	31.0	0.00
160	Wattles 20** 237-A	10.0000	200.000	LF	2,000.00	140.000	1,400.00	.000	0.00	140.000	1,400.00	70.0	0.00
170	Test Pile 803-A	6,500.0000	1.000	EA	6,500.00	1.000	6,500.00	.000	0.00	1.000	6,500.00	100.0	0.00
180	Conventional Static Pile Load 803-B	50,000.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
190	14"x14" PS Conc Piling 803-C	75.0000	280.000	LF	21,000.00	210.000	15,750.00	.000	0.00	210.000	15,750.00	75.0	0.00
20	Removal of Bridge 202-B	1,750.0000	1.000	LS	1,750.00	100.00 %	1,750.00	0.00 %	0.00	100.00 %	1,750.00	100.0	0.00
200	31" PC Conc Slab Units 3.5' In 806-A	1,350.0000	12.000	EA	16,200.00	12.000	16,200.00	.000	0.00	12.000	16,200.00	100.0	0.00
210	31" PC Conc Slab Units Curb, R 806-B	1,350.0000	4.000	EA	5,400.00	4.000	5,400.00	.000	0.00	4.000	5,400.00	100.0	0.00
220	Beam Type Railing With Conc Po 806-H	30.0000	124.000	LF	3,720.00	124.000	3,720.00	.000	0.00	124.000	3,720.00	100.0	0.00
230	29" PC Conc Cap, End Unit, Con 806-J	12,500.0000	2.000	EA	25,000.00	2.000	25,000.00	.000	0.00	2.000	25,000.00	100.0	0.00
240	7.5' PC Conc Wings 806-M	2,000.0000	4.000	EA	8,000.00	4.000	8,000.00	.000	0.00	4.000	8,000.00	100.0	0.00
250	Loose Riprap 300 LB 815-A	115.0000	47.000	TON	5,405.00	45.650	5,249.75	.000	0.00	45.650	5,249.75	97.1	0.00
260	Geotextile Under Riprap 815-E	5.5000	120.000	SY	660.00	120.000	660.00	.000	0.00	120.000	660.00	100.0	0.00
30	Unclassified Excavation FM 203-A	105.0000	10.000	CY	1,050.00	10.000	1,050.00	.000	0.00	10.000	1,050.00	100.0	0.00
40	Borrow Excavation LVM 203-E	155.0000	17.000	CY	2,635.00	17.000	2,635.00	.000	0.00	17.000	2,635.00	100.0	0.00
50	9.5mm ST 403-A	500.0000	6.000	TON	3,000.00	16.000	8,000.00	.000	0.00	16.000	8,000.00	266.7	0.00
50	19mm ST 403-A	500.0000	3.000	TON	1,500.00	8.810	4,405.00	.000	0.00	8.810	4,405.00	293.7	0.00
70	Cold Milling of Bit Pavement A 406-A	65.0000	55.000	SY	3,575.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
80	Maintenance of Traffic 618-A	6,500.0000	1.000	LS	6,500.00	100.00 %	6,500.00	0.00 %	0.00	100.00 %	6,500.00	100.0	0.00
90	Additional Construction Signs 618-B	100.0000	.000	SF	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
Total					144,795.00		139,489.75		0.00		139,489.75		0.00

Application Total

139,489.75

0.00

Key, LLC

Update to A/R Invoice Entry

Job	Description	Customer	Name	Invoice #	G/L Date	Invoice Extension	Tax	Current Due	Retention	Invoice Amount
666	Barkley Road Bridge Repai	CITYHATTIE	CITY OF HATTIESBURG	666*03	11/20/18	0.00	0.00	6,974.48	-6,974.48	0.00
Update Totals:						0.00	0.00	6,974.48	-6,974.48	0.00

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 106948914

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

Barkley Road Bridge Repair, Bridge No. SA18-165, City of Hattiesburg

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: June 19, 2018

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

on bond of
(Insert name and address of Contractor)

Key, LLC
P. O. Box 590
Madison, MS 39130

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
200 Forrest Street
Hattiesburg, MS 39401

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 20, 2018
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

By: 
(Signature of authorized representative)

Joshua T. Jones Attorney-in-Fact
(Printed name and title)

Attest: 
(Seal): Gail Thomas Witness to Surety



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T. Jones** of **Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact 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 **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, 2021**




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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 20th day of November, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:

(Name and address)

City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SA18-165 Barkley Road Bridge

PROJECT:

(Name and address)

CONTRACT DATED: June 19, 2018

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)

Key, LLC
P O Box 590
Madison, MS 39130

BY:

(Signature of authorized representative)

Paul D. McPhail, S/T

(Printed name and title)

Subscribed and sworn to before me on this date: 12-12-18

Notary Public

My Commission Expires: Sept 28, 2020



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AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G706A—1994

CONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

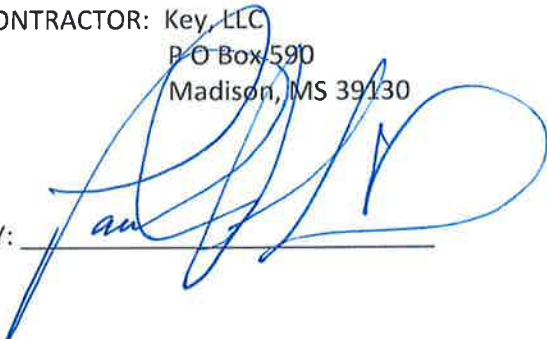
PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for in the Contract Documents for such portions of the work".

CONTRACTOR: Key, LLC
P O Box 590
Madison, MS 39130

BY: 

Subscribed and sworn to before me on this date:

Notary Public: 

My Commission Expires:

Sept 28, 2020



December 12, 2018

SUBCONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for in the Contract Documents for such portions of Warren Paving's work, as per Item #15 of our Subcontract Agreement with Key, LLC.

CONTRACTOR: Warren Paving, Inc.
P O Box 572
Hattiesburg, MS 39403

BY: 
Jeremy Faberson
Estimator/Project Manager

Subscribed and sworn to before me on this date: 10 December, 2018

Notary Public: 

My Commission Expires:

11-30-22



SUBCONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

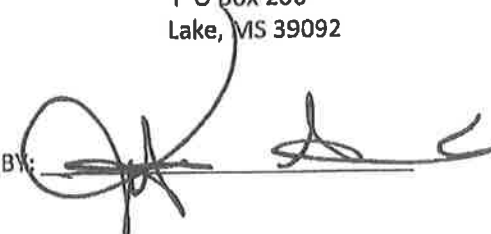
PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for in the Contract Documents for such portions of Simmons Erosion Control, Inc.'s work, as per Item #15 of our Subcontract Agreement with Key, LLC.

CONTRACTOR: Simmons Erosion Control, Inc.
P O Box 206
Lake, MS 39092

BY: 

Subscribed and sworn to before me on this date: November 27, 2018

Notary Public: Angela Butler

My Commission Expires: 4/17/20



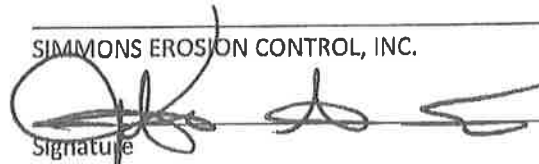
Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC
Subcontractor: SIMMONS EROSION CONTROL, INC.

The undersigned has been paid and has received a progress payment in the sum of \$ 3636.00
For all labor, services, equipment, and/or material furnished to the above reference project, and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment and/or materials furnished to the referenced project through 9/30/18 and does not cover any retention pending, modifications and changes, or items furnished after that date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers for all work, materials, equipment or service provided for or to the above referenced project up to the date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend, indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above referenced project.

11-27-18
Date

SIMMONS EROSION CONTROL, INC.

Signature
President
Title

****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC
Subcontractor: WARREN PAVING, INC.

The undersigned has been paid and has received a progress payment in the sum of \$ 14,284.75
For all labor, services, equipment, and/or material furnished to the above reference project, and does
hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
any claim for payment and any rights under similar ordinance, rule or statute related to claim or
payment rights for persons in the undersigned's position that the undersigned has on the above
referenced project to the following extent. This release covers a progress payment for all labor,
services, equipment and/or materials furnished to the referenced project through 9/30/18
and does not cover any retention pending, modifications and changes, or items furnished after that
date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress
payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers
for all work, materials, equipment or service provided for or to the above referenced project up to the
date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend,
indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above
referenced project.

12/10/18
Date

WARREN PAVING, INC.

[Signature]
Signature

Estimator/Project Manager
Title

****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN
PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT,
EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE
FORM.**

Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC

The undersigned has been paid and has received a progress payment in the sum of \$ 132,515.27
For all labor, services, equipment, and/or material furnished to the above reference project, and does
hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
any claim for payment and any rights under similar ordinance, rule or statute related to claim or
payment rights for persons in the undersigned's position that the undersigned has on the above
referenced project to the following extent. This release covers a progress payment for all labor,
services, equipment and/or materials furnished to the referenced project through 9-30-18
and does not cover any retention pending, modifications and changes, or items furnished after that
date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress
payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers
for all work, materials, equipment or service provided for or to the above referenced project up to the
date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend,
indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above
referenced project.

12-12-18
Date

Key, LLC

Signature

Title

*****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**



AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Barkley Road Bridge Repair

PROJECT NUMBER: SA18-165
CONTRACT FOR: General Construction
CONTRACT DATE: June 19, 2018

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
City of Hattiesburg
P O Box 1898
Hattiesburg, MS

TO CONTRACTOR:
(Name and address)
Key, LLC
P O Box 590
Madison, MS 39130

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

12/12/18
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Key, LLC
CONTRACTOR

BY Paul D McPhail

12-12-18
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Contractor: Key, LLC

Pay Estimate No.: Three (3) and Final

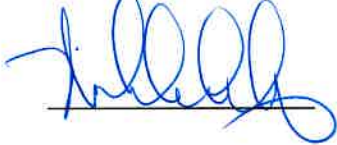
Pay Period: November 1, 2018 through November 20, 2018

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$144,795.00
1	Clearing And Grubbing	L.S.	1.00	1.00	LS	\$1,950.00	\$ 1,950.00
2	Removal of Bridge	1.00	1.00	1.00	Unit	\$1,750.00	\$ 1,750.00
3	Unclassified Excavation, FM	10.00	10.00	10.00	CY	\$105.00	\$ 1,050.00
4	Borrow Excavation, LVM	17.00	17.00	17.00	CY	\$155.00	\$ 2,635.00
5	9.5-mm ST	6.00	16.00	16.00	Ton	\$500.00	\$ 8,000.00
6	19mm ST	3.00	8.81	8.81	Ton	\$500.00	\$ 4,405.00
7	Cold Milling of Bit Pavement, All Depths	55.00			SY	\$65.00	\$ -
8	Maintenance of Traffic	L.S.	0.50	1.00	LS	\$6,500.00	\$ 6,500.00
9	Signs	0			SF	\$100.00	\$ -
10	Mobilization	L.S.	0.50	1.00	LS	\$22,750.00	\$ 22,750.00
11	Grassing	0.30	0.30	0.30	Acre	\$5,000.00	\$ 1,500.00
12	Agricultural Limestone	0.30			Ton	\$1,500.00	\$ -
13	Mulch, Vegetative Mulch	0.60	0.30	0.30	Ton	\$1,500.00	\$ 450.00
14	Temporary Grassing	0.30			Acre	\$4,500.00	\$ -
15	Temporary Silt Fence	200.00	62.00	62.00	LF	\$10.00	\$ 620.00
16	Wattles, 20"	200.00	140.00	140.00	LF	\$10.00	\$ 1,400.00
17	Test Pile	1.00	1.00	1.00	EA	\$6,500.00	\$ 6,500.00
18	Conventional Static Pile Load Test	0.00			EA	\$50,000.00	\$ -
19	14" x 14" PS Conc Piling	280.00	120.00	210.00	LF	\$75.00	\$ 15,750.00
20	31' PC Conc Slab Units, 3.5' Int, Remove and Reset	12.00	6.00	12.00	EA	\$1,350.00	\$ 16,200.00
21	31' PC Conc Slab Unit, Curb, Remove and Reset	4.00	2.00	4.00	EA	\$1,350.00	\$ 5,400.00
22	Beam Type Railing with Conc Posts, Remove and Reset	124.00	62.00	124.00	LF	\$30.00	\$ 3,720.00
23	29'-0" PC Conc Cap, End Unit, Concrete Pile	2.00	2.00	2.00	EA	\$12,500.00	\$ 25,000.00
24	7.5' PC Conc Wings	4.00	2.00	4.00	EA	\$2,000.00	\$ 8,000.00
25	Loose Riprap, 300 Lb.	47.00	20.03	45.65	Ton	\$115.00	\$ 5,249.75
26	Geotextile under Riprap	120.00	120.00	120.00	SY	\$5.50	\$ 660.00

Total Earned - Regular Work	\$ 139,489.75
Less 0% Retainage	\$ -
Less Stored Materials	\$ -
Total Due - Regular Work	\$ 139,489.75
Less Previous Payments	\$ 132,515.27
Net Amount Due This Estimate	\$ 6,974.48
Less Deductions	\$ -
Net Payment Due	\$ 6,974.48

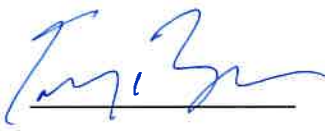
CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.



Project Engineer

APPROVED:



OWNER

To Owner: CITY OF HATTIESBURG P O BOX 1898 HATTIESBURG, MS 39403	Project: Barkley Road Bridge Repair SHA8-165	Application No: 3 Period To: 11/20/18 Architect's Project No: Contract Date: 6-19-18
From (Contractor): Key, LLC PO Box 590 Madison, MS 39130	Contractor Job Number: 666 Via (Architect):	
Phone: 601 898-9892		Contract For:

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month	Number	Date Approved
Totals		
Net change by change orders		

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: Key, LLC
By: [Signature] Date: 11-27-18
State of: MS County of: Madison
Subscribed and sworn to before me this 13th day of December 2018. Notary public: [Signature]
My commission expires Sept 28, 2022

Original contract sum	144,795.00
Net change by change orders	0.00
Contract sum to date	144,795.00
Total completed and stored to date	139,489.75
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	139,489.75
Less previous certificates of payment	132,515.27
Current sales tax	
3.500% of taxable amount	0.00
Current sales tax	0.00
Current payment due	6,974.48
Balance to finish, including retainage	5,305.25

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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: \$ 6,974.48

Architect: [Signature]
By: [Signature] Date: 12/2/18

This Certification 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.

Application and Certificate For Payment -- page 2

To Owner: CITY OF HATTIESBURG
From (Contractor): Key, LLC
Project: Barkley Road Bridge Repai

Application No: 3
Contractor's Job Number: 666
Architect's Project No:

Date: 11/20/18
Period To: 11/20/18

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	
10												
10	Clearing and Grubbing 201-A	1,950.0000	1,000	LS	1,950.00	100.00 %	1,950.00	0.00 %	0.00	100.00 %	1,950.00	100.0 0.00
100	Mobilization 620-A	22,750.0000	1,000	LS	22,750.00	100.00 %	22,750.00	0.00 %	0.00	100.00 %	22,750.00	100.0 0.00
110	Grassing 225-A	5,000.0000	.300	ACR	1,500.00	.300	1,500.00	.000	0.00	.300	1,500.00	100.0 0.00
120	Agricultural Limestone 225-B	1,500.0000	.300	TON	450.00	.000	0.00	.000	0.00	.000	0.00	0.0 0.00
130	Mulch, Veg Materials 225-C	1,500.0000	.600	TON	900.00	.300	450.00	.000	0.00	.300	450.00	50.0 0.00
140	Temporary Grassing 226-A	4,500.0000	.300	ACR	1,350.00	.000	0.00	.000	0.00	.000	0.00	0.0 0.00
150	Temporary Silt Fence 234-A	10.0000	200,000	LF	2,000.00	62,000	620.00	.000	0.00	62,000	620.00	31.0 0.00
160	Wattles 20** 237-A	10.0000	200,000	LF	2,000.00	140,000	1,400.00	.000	0.00	140,000	1,400.00	70.0 0.00
170	Test Pile 803-A	6,500.0000	1,000	EA	6,500.00	1,000	6,500.00	.000	0.00	1,000	6,500.00	100.0 0.00
180	Conventional Static Pile Load 803-B	50,000.0000	.000	EA	0.00	.000	0.00	.000	0.00	.000	0.00	0.0 0.00
190	14"x14" PS Conc Piling 803-C	75.0000	280,000	LF	21,000.00	210,000	15,750.00	.000	0.00	210,000	15,750.00	75.0 0.00
20	Removal of Bridge 202-B	1,750.0000	1,000	LS	1,750.00	100.00 %	1,750.00	0.00 %	0.00	100.00 %	1,750.00	100.0 0.00
200	31" PC Conc Slab Units 3.5 In 806-A	1,350.0000	12,000	EA	16,200.00	12,000	16,200.00	.000	0.00	12,000	16,200.00	100.0 0.00
210	31" PC Conc Slab Units Curb, R 806-B	1,350.0000	4,000	EA	5,400.00	4,000	5,400.00	.000	0.00	4,000	5,400.00	100.0 0.00
220	Beam Type Railing With Conc Po 806-H	30.0000	124,000	LF	3,720.00	124,000	3,720.00	.000	0.00	124,000	3,720.00	100.0 0.00
230	29" PC Conc Cap, End Unit, Con 806-J	12,500.0000	2,000	EA	25,000.00	2,000	25,000.00	.000	0.00	2,000	25,000.00	100.0 0.00
240	7.5' PC Conc Wings 806-M	2,000.0000	4,000	EA	8,000.00	4,000	8,000.00	.000	0.00	4,000	8,000.00	100.0 0.00
250	Loose Riprap 300 LB 815-A	115.0000	47,000	TON	5,405.00	45,650	5,249.75	.000	0.00	45,650	5,249.75	97.1 0.00
260	Geotextile Under Riprap 815-E	5.5000	120,000	SY	660.00	120,000	660.00	.000	0.00	120,000	660.00	100.0 0.00
30	Unclassified Excavation FW 203-A	105.0000	10,000	CY	1,050.00	10,000	1,050.00	.000	0.00	10,000	1,050.00	100.0 0.00
40	Borrow Excavation LVM 203-E	155.0000	17,000	CY	2,635.00	17,000	2,635.00	.000	0.00	17,000	2,635.00	100.0 0.00
50	9.5mm ST 403-A	500.0000	6,000	TON	3,000.00	16,000	8,000.00	.000	0.00	16,000	8,000.00	266.7 0.00
50	19mm ST 403-A	500.0000	3,000	TON	1,500.00	8,810	4,405.00	.000	0.00	8,810	4,405.00	293.7 0.00
70	Cold Milling of Bit Pavement A 406-A	65.0000	55,000	SY	3,575.00	.000	0.00	.000	0.00	.000	0.00	0.0 0.00
80	Maintenance of Traffic 618-A	6,500.0000	1,000	LS	6,500.00	100.00 %	6,500.00	0.00 %	0.00	100.00 %	6,500.00	100.0 0.00
90	Additional Construction Signs 618-B	100.0000	.000	SF	0.00	.000	0.00	.000	0.00	.000	0.00	0.0 0.00
Total					144,795.00		139,489.75		0.00		139,489.75	0.00

Application Total

0.00

Key, LLC

Update to A/R Invoice Entry

Job	Description	Customer	Name	Invoice #	G/L Date	Invoice Extension	Tax	Current Due	Retention	Invoice Amount
666	Barkley Road Bridge Repai	CITYHATTIE	CITY OF HATTIESBURG	666*03	11/20/18	0.00	0.00	6,974.48	-6,974.48	0.00
Update Totals:						0.00	0.00	6,974.48	-6,974.48	0.00

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 106948914

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER: <i>(Name and address)</i> City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401	ARCHITECT'S PROJECT NO.: CONTRACT FOR: CONTRACT DATED: June 19, 2018
PROJECT: <i>(Name and address)</i> Barkley Road Bridge Repair, Bridge No. SA18-165, City of Hattiesburg	

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)

 Key, LLC
 P. O. Box 590
 Madison, MS 39130

, 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
 200 Forrest Street
 Hattiesburg, MS 39401

, OWNER,

 as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 20, 2018
(Insert in writing the month followed by the numeric date and year.)

Attest: (Seal): <u>Gail Thomas</u> Gail Thomas Witness to Surety	Travelers Casualty and Surety Company of America (Surety) By: <u>Joshua T. Jones</u> (Signature of authorized representative) Joshua T. Jones Attorney-in-Fact (Printed name and title)
---	---



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T. Jones** of Ridgeland, Mississippi, their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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**, **2021**




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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 20th day of November, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS

AIA Document G706A
(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SA18-165 Barkley Road Bridge

CONTRACT DATED: June 19, 2018

PROJECT:
(Name and address)

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.

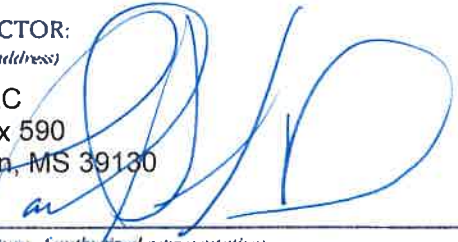
EXCEPTIONS:

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)

Key, LLC
P O Box 590
Madison, MS 39130

BY: 
(Signature of authorized representative)

Paul D. McPhail, S/T
(Printed name and title)

Subscribed and sworn to before me on this date: 12-12-18
Notary Public 
My Commission Expires: Sept 28, 2020



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706A • CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS • 1994 EDITION • AIA • ©1994 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G706A—1994

CONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

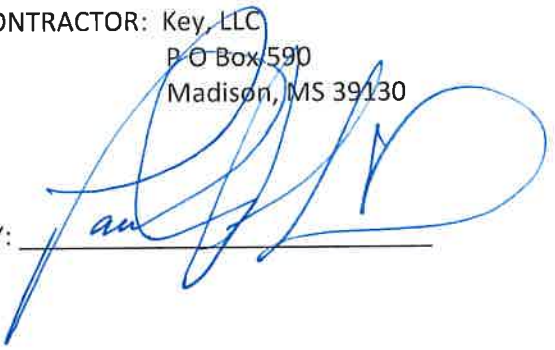
PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for in the Contract Documents for such portions of the work".

CONTRACTOR: Key, LLC
P O Box 590
Madison, MS 39130

BY: 

Subscribed and sworn to before me on this date:

Notary Public: 

My Commission Expires:

Sept 28, 2020



December 12, 2018

SUBCONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for In the Contract Documents for such portions of Warren Paving's work, as per Item #15 of our Subcontract Agreement with Key, LLC.

CONTRACTOR: Warren Paving, Inc.
P O Box 572
Hattiesburg, MS 39403

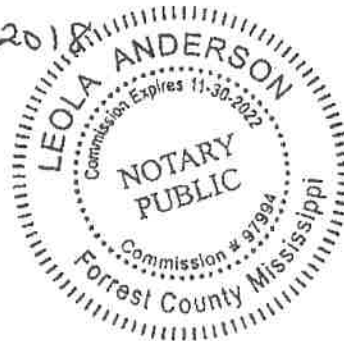
BY: 
~~Warren Paving, Inc.~~
Estimator/Project Manager

Subscribed and sworn to before me on this date: 10 December, 2018

Notary Public: 

My Commission Expires:

11-30-22



SUBCONTRACTOR'S GUARANTEE

TO OWNER: CITY OF HATTIESBURG
P O BOX 1898
HATTIESBURG, MS 39403

PROJECT: SA18-165 BARKLEY ROAD BRIDGE REPAIR

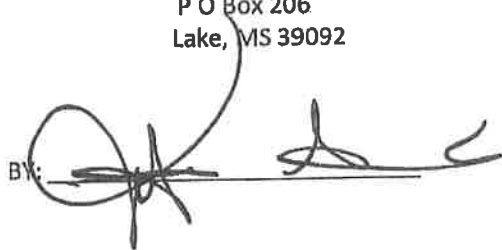
CONTRACT DATED: JUNE 19, 2018

STATE OF:
COUNTY OF:

"We hereby guarantee all work performed by us on the above captioned project to be free from Defective materials and workmanship for the period of one(1)year, or such longer period of time as Called for in the Contract Documents for such portions of Simmons Erosion Control, Inc.'s work, as per Item #15 of our Subcontract Agreement with Key, LLC.

CONTRACTOR: Simmons Erosion Control, Inc.
P O Box 206
Lake, MS 39092

BY:



Subscribed and sworn to before me on this date: November 27, 2018

Notary Public: Angela Butler

My Commission Expires: 4/17/20



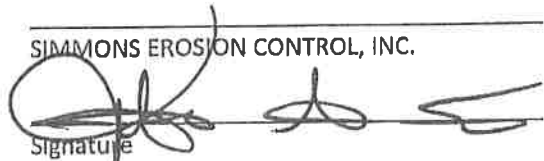
Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC
Subcontractor: SIMMONS EROSION CONTROL, INC.

The undersigned has been paid and has received a progress payment in the sum of \$ 3636.00
For all labor, services, equipment, and/or material furnished to the above reference project, and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment and/or materials furnished to the referenced project through 9/30/18 and does not cover any retention pending, modifications and changes, or items furnished after that date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers for all work, materials, equipment or service provided for or to the above referenced project up to the date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend, indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above referenced project.

11-27-18
Date

SIMMONS EROSION CONTROL, INC.

Signature
President
Title

****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC
Subcontractor: WARREN PAVING, INC.

The undersigned has been paid and has received a progress payment in the sum of \$ 14,284.75
For all labor, services, equipment, and/or material furnished to the above reference project, and does
hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
any claim for payment and any rights under similar ordinance, rule or statute related to claim or
payment rights for persons in the undersigned's position that the undersigned has on the above
referenced project to the following extent. This release covers a progress payment for all labor,
services, equipment and/or materials furnished to the referenced project through 9/30/18
and does not cover any retention pending, modifications and changes, or items furnished after that
date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress
payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers
for all work, materials, equipment or service provided for or to the above referenced project up to the
date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend,
indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above
referenced project.

12/10/18
Date

WARREN PAVING, INC.

[Signature]
Signature

Estimator/Project Manager
Title

****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN
PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT,
EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE
FORM.**

Unconditional Waiver and Release on Progress Payment

Project No. SA18-165
Owner: CITY OF HATTIESBURG
Project: BARKLEY ROAD BRIDGE REPAIR
Contractor: KEY, LLC

The undersigned has been paid and has received a progress payment in the sum of \$ 132,515.27
For all labor, services, equipment, and/or material furnished to the above reference project, and does
hereby release any Mechanic’s Lien, any state or federal statutory bond right, any private bond right,
any claim for payment and any rights under similar ordinance, rule or statute related to claim or
payment rights for persons in the undersigned’s position that the undersigned has on the above
referenced project to the following extent. This release covers a progress payment for all labor,
services, equipment and/or materials furnished to the referenced project through 9-30-18
and does not cover any retention pending, modifications and changes, or items furnished after that
date.

The undersigned warrants that he has already paid or will use the monies he receives from his progress
payment to promptly pay in full all of his laborers, subcontractors, and any vendors and/or suppliers
for all work, materials, equipment or service provided for or to the above referenced project up to the
date of this waiver and in the event the undersigned has failed or fails to do so he/she agrees to defend,
indemnify and hold harmless Contractor from or against a bond posted by Contractor on the above
referenced project.

12-12-18
Date

Key, LLC
an
Signature
S/T
Title

****NOTE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

 AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Barkley Road Bridge Repair

PROJECT NUMBER: SA18-165
CONTRACT FOR: General Construction
CONTRACT DATE: June 19, 2018

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
City of Hattiesburg
P O Box 1898
Hattiesburg, MS

TO CONTRACTOR:
(Name and address)
Key, LLC
P O Box 590
Madison, MS 39130

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Key, LLC
CONTRACTOR

BY

Paul D McPhail

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

T. B. BARKER

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



City of Hattiesburg, MS

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

Master

File Number: 2019-003

File ID: 2019-003

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 12/28/2018

Brief Title: Term Bid - Lot Clearing Services

Final Action:

Minute Book Number: MB 2019-9

Title:

Acknowledge receipt of term bids for Lot Clearing Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to The Lawn Ranger, LLC as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: BID LOT CLEARING MSP ENTERPRISES LLC, BID LOT CLEARING THE LAWN RANGER LLC, BID LOT CLEARING MAY'S TRUCKING SVC

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-003

Title

Acknowledge receipt of term bids for Lot Clearing Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to The Lawn Ranger, LLC as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Summary

Term Bid - Lot Clearing Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MSP ENTERPRISES LLC
683 R V Lindley Road
Moselle, MS 39459

FILED

DEC 27 2018

BY Carla H. Jones CITY CLERK
DEPUTY CLERK

8:25 am

Bid Item # Lot Cleaning
for City of Hattiesburg
Submitted by 10:00 am Thursday, December 27, 2018
Certificate of Responsibility #

MSP ENTERPRISES LLC

Commercial and Residential building and remodeling. Email: [msp.ent@aol.com](mailto:mvp.ent@aol.com)

**Residential Builders License #R17434
City of Petal License #1685**

**683 R V Lindley Road Moselle MS 39459
Phone: 601-554-6727 FAX 1-866-642-9461
Cell: 601-270-3702**

Please find enclosed my bid for lot clearing for the City of Hattiesburg. I am licensed and insured.

Thank you for the opportunity to bid.

Respectfully,

Mike Patterson

BID FORM
LOT CLEARING
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Brush cutter/brush hogs (attached to driving equipment) \$ 50.00
 Year 2001 Make Lodg Model 2360
 Year _____ Make _____ Model _____

2. Riding mowers \$ 30.00
 Make SKAG Model Tiger Cat
 Make SKAG Model Tiger Cub
 Make _____ Model _____

3. Weedeaters/Trimmers/Edgers \$ 19.50
 Make Stihl Model KM 111R
 Make Stihl Model KM 111R
 Make Stihl Model KM 111R

4. Push or walk-behind mowers \$ 17.50
 Make Honda Model 321
 Make _____ Model _____
 Make _____ Model _____

5. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*) \$ 12.00
 *Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

6. Hauling trucks with trailers or dump trucks** \$ 5.95 per cu. yd.
 **Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.
 Description: 2005 International Capacity: 23 cu. yds.
 Description: 2006 International Capacity: 16 cu. yds.
 Description: 1993 MACK Capacity: 16 cu. yds.

7. Other Equipment Not Specified

Description: Blowers (2) \$ 15.00 per hr

Year 2017 Make Stihl Model BR 700

Description: Trimmers (2) \$ 15.00 per hr

Year 2016 Make Stihl Model H5

Description: Chain Saws (2) \$ 20.00 per hr

Year 2015 Make Stihl Model MS 201T

Description: 2016 Pole Saws (2) \$ 20.00 per hr

Year 2016 Make Stihl Model HT 131

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Michael Patterson
Signature

12/26/18
Date



MSPENTE-01

SBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215		CONTACT NAME: PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484 E-MAIL ADDRESS:		
INSURED MSP Enterprises, LLC Mike Patterson 683 RV Lindley Road Moselle, MS 39459		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Builders Mutual		10844
		INSURER B: Liberty Insurance Corporation		42404
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP0059593	07/12/2018	07/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC535S47670017	07/17/2018	07/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All coverage is subject to policy terms, conditions and exclusions.
MS BENEFITS

CERTIFICATE HOLDER

CANCELLATION

For Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry Veazey, Jr.

Privilege Tax License

Expires: 10/31/2019
Reg ID: 013841-2018
License Number: LIC-10-18-014634



CITY OF HATTIESBURG, MISSISSIPPI

10/30/2018
Date Issued

Name MSP ENTERPRISES LLC

Name

27-17-9

Type of Occupation: General Contractor

683 R V LINDLEY RD
MOSELLE MS 39059

Location

683 R V LINDLEY ST
MOSELLE MS 39459

Mailing Address

Authorized Signature

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC

683 R. V. LINDLEY ROAD

MOSELLE, MS 39459

is duly registered and entitled to perform

RESIDENTIAL BUILDER

Insured by BUILDERS MUTUAL Policy#: CPP0059593

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4 day of Sep., 2018



RESIDENTIAL BUILDERS LICENSE

No. R17434

Expires Sep. 4, 2019

Joel A. Canall

CHAIRMAN OF THE BOARD

Mr. Scott Martin
514 Southern Ave.
Hattiesburg, MS 39401



SOUTHERN MISS
GOVERNMENT

FILED

DEC 27 2018

BY Carlin A. O'Connell
CITY CLERK
DEPUTY CLERK
8:43 am

BID
Item # — Lot Cleaning
For City of Hattiesburg
Submitted by 10:00 A.M. Thursday, Dec. 27, 2018
Certificate of responsibility No. _____

BID FORM
LOT CLEARING
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Brush cutter/brush hogs (attached to driving equipment) \$ 100⁰⁰
 Year 2018 Make Kubota Model B3350
 Year 2016 Make Kioti Model 410 HP

2. Riding mowers \$ 35⁰⁰
 Make Gravelley Model 2360
 Make Gravelley Model 2460
 Make Sears Model TP 61
 Make Gravelley Model 2252

3. Weedeaters/Trimmers/Edgers \$ 35⁰⁰
 Make Echo Trimmer Model 36 in X 3
 Make Shindaiwa Model 280 X 2
 Make Shindaiwa Model 230 X 4

4. Push or walk-behind mowers \$ 35⁰⁰
 Make Gravelley Model 30 in Com.
 Make Toro Model 21
 Make Toro Model 21
 Make Honda Model 34

5. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*) \$ 35⁰⁰
 *Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

6. Hauling trucks with trailers or dump trucks** \$ 3 per cu. yd.
 **Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: <u>Dump Trailer</u>	Capacity: <u>10</u> cu. yds.
Description: _____	Capacity: _____ cu. yds.
Description: _____	Capacity: _____ cu. yds.

7. Other Equipment Not Specified

Description: Work Truck \$_____ per _____

Year 2004 Make Chevy Model 2500

Description: Work Truck \$_____ per _____

Year 2014 Make Chevy Model 2500

Description: Work Truck \$_____ per _____

Year 2009 Make chevy Model 2500

Description: _____ \$_____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Scott Matri
Signature

12/24/18
Date

601-624-9006
The Lawn Ranger LLC

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG MS 39401
268-6030 311 3604

Bid

City of Hattiesburg MS

FILED

DEC 27 2018

BY *Curtis J. Lee*
DEPUTY CLERK
9:33am

BID FORM
LOT CLEARING
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Brush cutter/brush hogs (attached to driving equipment) \$ 75⁰⁰ P.H.
Year 2000 Make BUSH HOG Model 6 FT
Year 2002 Make MAHINDRA Model TRACTOR-555

2. Riding mowers \$ 80⁰⁰ P.H.
Make CRAFT MAN Model 48" CUT
Make _____ Model _____
Make _____ Model _____

3. Weedeaters/Trimmers/Edgers \$ _____
Make STEEL Model _____
Make _____ Model _____
Make _____ Model _____

4. Push or walk-behind mowers \$ 50⁰⁰ P.H.
Make SNAPPER Model 18 Hp. 24" cut
Make _____ Model _____
Make _____ Model _____

5. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*) \$ 12.00 P.H.
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

6. Hauling trucks with trailers or dump trucks** \$ 6⁰⁰ per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.
Description: WESTERN STAR DUMP TRUCK Capacity: 15 cu. yds.
Description: 11 11 11 11 Capacity: 15 cu. yds.
Description: FREIGHTLINER DUMP TRAILER Capacity: 22 cu. yds.

7. Other Equipment Not Specified

Description: FRONT END LOADER \$ 75⁰⁰ per Hr.

Year 1990 Make CATAPILLAR Model 910

Description: TRAC HOP 315LC \$ 125⁰⁰ per Hr.

Year 2007 Make CATAPILLAR Model 315LC

Description: LOW BOY TRAILER \$ _____ per _____

Year 2016 Make RAMPANT Model TRI-AXLE

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

James R. May
Signature

12-27-2018
Date

MAY'S TRUCKING SERVICE
1821 OTT STREET
HATTIEBURG, MS 39401
268 6044 544-3604



City of Hattiesburg, MS

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

Master

File Number: 2019-002

File ID: 2019-002

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 12/28/2018

Brief Title: Term Bid - Demolition Services

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of term bids for Demolition Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to May's Trucking Service as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: BID DEMOLITION MSP ENTERPRISES LLC, BID
DEMOLITION MAY'S TRUCKING SVC, BID
DEMOLITION THE LAWN RANGER LLC

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-002

Title

Acknowledge receipt of term bids for Demolition Services on December 27, 2018, and award bid to MSP Enterprises, LLC as the primary contractor and to May's Trucking Service as the alternate contractor for the term of January 9, 2019 through December 31, 2019.

Summary

Term Bid - Demolition Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MSP ENTERPRISES LLC
683 R V Lindley Road
Moselle, MS 39459

FILED

DEC 27 2018

BY *Curran* CITY CLERK
DEPUTY CLERK *8:25 am*

*Bid Item # Demolition
for City of Hattiesburg
Submitted by 10:00 AM Thursday December 27, 2018
Certificate of Responsibility No.*

MSP ENTERPRISES LLC

Commercial and Residential building and remodeling. Email: msh.ent@aol.com

**Residential Builders License #R17434
City of Petal License #1685**

**683 R V Lindley Road Moselle MS 39459
Phone: 601-554-6727 FAX 1-866-642-9461
Cell: 601-270-3702**

Please find enclosed my bid for demolition for the City of Hattiesburg. I am licensed and insured.

Thank you for the opportunity to bid.

Respectfully,

Mike Patterson

BID FORM
DEMOLITION
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators
Year 2006 Make CAT Model 315 \$ 82.50
Year _____ Make _____ Model _____
2. Bulldozers
Year 2008 Make John Deere Model 450 \$ 80⁰⁰
Year _____ Make _____ Model _____
3. Loaders
Year _____ Make _____ Model _____ \$ N/A
Year _____ Make _____ Model _____
4. Mini-Excavators
Year 2016 Make TB Model 240C \$ 53⁰⁰
Year _____ Make _____ Model _____
5. Backhoes
Year 2009 Make John Deere Model 310 SE \$ 60⁰⁰
Year 2000 Make CAT Model 416 B
6. Brush cutter/brush hogs (attached to driving equipment)
Year 2001 Make Long Model 2360 \$ 50⁰⁰
Year _____ Make _____ Model _____
7. Compact skid steers or track steers
Year 2016 Make Bob CAT Model T550 \$ 53⁰⁰
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*)
\$ 12⁰⁰
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

9. Hauling trucks with trailers or dump trucks**

\$ 5.95 per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 2005 International Capacity: 23 cu. yds.

Description: 2006 International Capacity: 16 cu. yds.

Description: 1993 MACK Capacity: 16 cu. yds.

10. Other Equipment Not Specified

Description: Debris trailer \$ 5.95 per yd

Year 2005 Make LOADMAY Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Michael Pattison
Signature

12/26/18
Date

Privilege Tax License

Expires: 10/31/2019
Reg ID: 013841-2018
License Number: LIC-10-18-014634



CITY OF HATTIESBURG, MISSISSIPPI

10/30/2018

Date Issued

MSP ENTERPRISES LLC

Name

27-17-9

Type of Occupation: General Contractor

683 R V LINDLEY RD
MOSELLE MS 39059

Location

683 R V LINDLEY ST
MOSELLE MS 39459

Mailing Address

Authorized Signature

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.



MSPENTE-01

SBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215		CONTACT NAME: PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484 E-MAIL ADDRESS:		
INSURED MSP Enterprises, LLC Mike Patterson 683 RV Lindley Road Moselle, MS 39459		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Builders Mutual		10844
		INSURER B : Liberty Insurance Corporation		42404
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY			CPP0059593	07/12/2018	07/12/2019	EACH OCCURRENCE \$ 1,000,000			
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
							MED EXP (Any one person) \$ 5,000			
							PERSONAL & ADV INJURY \$ 1,000,000			
							GENERAL AGGREGATE \$ 2,000,000			
							PRODUCTS - COMP/OP AGG \$ 2,000,000			
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$			
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$			
							PROPERTY DAMAGE (Per accident) \$			
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$			
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$			
	DED ☐ RETENTION \$ ☐									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC535S47670017	07/17/2018	07/17/2019	☒ PER STATUTE ☐ OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All coverage is subject to policy terms, conditions and exclusions.

MS BENEFITS

CERTIFICATE HOLDER

CANCELLATION

For Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry Veazey, Jr.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC

683 R. V. LINDLEY ROAD

MOSELLE, MS 39459

is duly registered and entitled to perform

RESIDENTIAL BUILDER

Insured by BUILDERS MUTUAL Policy#: CPP0059593

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4 day of Sep., 2018



RESIDENTIAL BUILDERS LICENSE

No. R17434

Expires Sep. 4, 2019

Joel A. Canall,

CHAIRMAN OF THE BOARD

To: City of Hattiesburg
Bid

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

FILED

DEC 21 2018

CLERK
BY *[Signature]* DEPUTY CLERK

Q. N. A. M.

50009-1-11115

BID FORM
DEMOLITION
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ 125⁰⁰ P.H.
Year 2007 Make CATAPILLAR Model 315 LC
Year _____ Make _____ Model _____
2. Bulldozers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ 90⁰⁰ P.H.
Year 1990 Make CATAPILLAR Model 920
Year 1988 Make " Model 910
4. Mini-Excavators \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
5. Backhoes \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ 75⁰⁰ P.H.
Year 2008 Make MAHINDRA Model 5500
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ _____
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*) \$ 12⁰⁰ P.H.
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

9. Hauling trucks with trailers or dump trucks**

\$ 6⁰⁰ per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: WESTERN STAR (TANDEN) Capacity: 15 cu. yds.

Description: WESTERN STAR (TANDEN) Capacity: 15 cu. yds.

Description: FREIGHT LINER TRAC/Trail Capacity: 22 cu. yds.

10. Other Equipment Not Specified

Description: PETERBILT T/T - 24yds \$ 6⁰⁰ per yd

Year 1996 Make DUMP TRAILER Model 1996

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

James May
Signature

12/20/2018
Date

MAY'S TRUCKING SERVICE
1820 LOTT STREET
HATTIESBURG, MS 39401
268-6030 544-3604

Mr. Scott Martin
514 Southern Ave.
Hattiesburg, MS 39401



SOUTHERN MISS
GOLDEN EAGLE

BID
Item # - Demolition
For City of Hattiesburg
Submitted by 10:00 A.M. Thursday Dec. 27, 2018
Certificate of responsibility NO. _____

FILED

DEC 27 2018

BY *Carla V. Jones*
CITY CLERK
DEPUTY CLERK
8:43 am

BID FORM
DEMOLITION
DECEMBER 27, 2018

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators
Year 2010 Make Linkbelt Model L13 75 \$ 100.00
Year 2004 Make Komatsu Model 78
2. Bulldozers
Year _____ Make _____ Model _____ \$ 100.00
Year _____ Make _____ Model _____
3. Loaders
Year 2008 Make Cat Model 911 \$ 100.00
Year 2008 Make Massey F. Model 40 HP
4. Mini-Excavators
Year 2004 Make Kubota Model KX71-3 \$ 100.00
Year _____ Make _____ Model _____
5. Backhoes
Year _____ Make _____ Model _____ \$ 100.00
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment)
Year 2017 Make Kubota Model B33350 \$ 100.00
Year 2006 Make Kioti Model 40 HP
7. Compact skid steers or track steers
Year 2014 Make Kubota Model 6075 \$ 100.00
Year 2004 Make Bobcat Model T190
8. Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair*)
\$ 35.00 Per Man
*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

9. Hauling trucks with trailers or dump trucks** \$ 300 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 1995 L900 Debris Truck Capacity: 30 cu. yds.

Description: 1998 8yd Dump Truck Capacity: 8 cu. yds.

Description: 1985 International Dump Truck Capacity: 14 cu. yds.

10. Other Equipment Not Specified

Description: Chain Saws \$ 35 per man per hr

Year 2015 Make Echo Model _____

Description: Hedge Trimmers \$ 35 per man per hr

Year 2015 Make Echo Model 38EC

Description: Weed Eaters \$ 35 per man per hr

Year 2014 Make Shindliawa Model 280

Description: Lawn Mowers \$ 35 per man per hr

Year 2014 Make Scag Model Tiger Cat

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Scott Mat
Signature

12/29/18
Date

601-624-9006

scottmartin555@comcast.net

The Lawn Ranger LLC.



City of Hattiesburg, MS

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

Master

File Number: 2019-028

File ID: 2019-028

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: City Council

File Created: 12/21/2018

Brief Title: Acknowledge receipt of the two quote bid purchase docket report for the period of October 29, 2018, through November 25, 2018

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of the two quote bid purchase docket report for the period of November 26, 2018, through December 20, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Memo for Council, Docket, 2745 FINAL, 2747 FINAL, 2748 FINAL, 2749 FINAL, 2750 FINAL, 2751 FINAL, 2754 FINAL, 2755 FINAL, 2756 FINAL, 2757 FINAL, 2758 FINAL, 2769 FINAL

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-028

Title

Acknowledge receipt of the two quote bid purchase docket report for the period of November 26, 2018, through December 20, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of the two quote bid purchase docket report for the period of October 29,

2018, through November 25, 2018

MEMORANDUM

TO: Mayor and Council
FROM: Michael Pope
DATE: December 21, 2018
SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of November 26, 2018 through December 20, 2018 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
TEMPLE INC POWELL CONSTRUCTION SERVICES INC	11/21/18 11/21/18	11/26/18 11/26/18	21,390.00 24,048.00	1847229	TRAFFIC SIGNAL CABINET FOR CITY WIDE USE
THE LAWN RANGER, LLC MAY'S TRUCKING SERVICE	11/26/18 11/26/18	11/27/18 11/27/18	200.00 800.00	184793	111 DEARBORNE LOT CLEARING/CLEAN UP - CODE
MAY'S TRUCKING SERVICE MSP ENTERPRISES, LLC	11/26/18 11/21/18	11/27/18 11/27/18	18,000.00 18,000.00	184794	HAULING OF RESIDENTIAL DEBRIS WARD 2,4,& 5-
NELSON, JOHN C MAY'S TRUCKING SERVICE	11/27/18 11/26/18	11/28/18 11/28/18	1,665.00 2,000.00	184798	3105 DELWOOD LOT CLEARING/CLEAN UP - CODE E
ULINE TRAFFIC SAFETY WAREHOUSE	11/27/18 11/27/18	11/28/18 11/28/18	9,156.00 9,584.00	184814	BARRICADES
1st N 10 LAWN CARE SERVICES THE LAWN RANGER, LLC	11/23/18 11/28/18	11/29/18 11/29/18	2,040.00 6,290.00	184865	LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR
ROAD SAFE CUSTOM PRODUCTS CORP	12/05/18 12/05/18	12/07/18 12/07/18	22,185.00 31,843.50	185061	TYPE 3 BARRICADES FOR CITY WIDE USE
FLEET SAFETY EQUIPMENT INC ROPER SUPPLY CO LLC	12/07/18 12/10/18	12/12/18 12/12/18	10,710.00 12,113.10	185197	PUSH BUMPER, PARTITIONS & CENTER CONSOLE FO
AFFORDABLE EMERGENCY LIGHTS SERVICE C D W GOVERNMENT	12/08/18 12/10/18	12/12/18 12/12/18	12,890.90 8,502.20	185198	CRADLE POINT FOR(10)2019 DODGE CHARGERS
PINNACLE NETWORK, LLC FASTSIGNS OF HATTIESBURG	12/07/18 12/14/18	12/12/18 12/14/18	9,151.00 19,488.00	185266	BUS WRAPS, 4 NEW BUSES - HUB CITY TRANSIT
SIGNS FIRST ANONITED HANDS SERVICES, LLC	12/13/18 12/06/18	12/14/18 12/17/18	19,680.00 20,640.00	185292	JANITORIAL CLEANING SERVICE FOR FOUR DEPART
JANI-KING OF SOUTH EAST MISSISSIPPI THE CLEAN TEAM	12/12/18 12/12/18	12/17/18 12/17/18	21,060.00 22,380.00		
MAMA FER, LLC ULINE	12/12/18 12/19/18	12/17/18 12/20/18	56,940.12 8,700.00	185384	BARRICADES
TRAFFIC SAFETY WAREHOUSE	12/19/18	12/20/18	9,584.00		

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

Page
Date

11/26/18

VENDOR MAILING:
TEMPLE INC
50 DAVIS ST NE
PO BOX 2066
DECATUR AL 35602-2066

BIVINS, REDONDA
MINUTE BOOK # PENDING
VENDOR # 00002206

PO No. 184729
Req No. 2745

PROJECT LINE: TRAFFIC SIGNAL CABINET FOR CITY WIDE USE

PROCESSING CODE:

SEND METHOD 1 (256)3534578

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5540	8 PHASE BASE MOUNTED CABINET WITH 16-LOAD BAY FACILITY CONTROLLER CONFLICT MONITOR, LOOP DETECTOR RACK (W/ POWER SUPPLY) DELIVER TO TRAFFIC OFFICE 125 WALNUT STREET HATTIESBURG MS, 39401	2.00	EA	10,695.0000	21,390.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 21,390.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS, ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/19/18
Order Number 2745 00TEMPLE INC
50 DAVIS ST NE
PO BOX 2066
DECATUR AL 35602-2066Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Luke Prater
SIGNATURE Luke Prater DATE 11-21-18

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: TRAFFIC SIGNAL CABINET FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
8 PHASE BASE MOUNTED CABINET WITH 16-LOAD BAY FACILITY CONTROLLER, CONFLICT MONITOR, LOOP DETECTOR RACK (W/ POWER SUPPLY) DELIVER TO TRAFFIC OFFICE 125 WALNUT STREET HATTIESBURG MS, 39401	11/19/18	2.00	EA	150,695.00	\$ 21,390.00	11-16-18	30 days

TOTAL BID PRICE \$21,390⁰⁰

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/19/18
Order Number 2745 00POWELL CONSTRUCTION SERVI
15461 NORTHRUP CREVEAS RD
GULFPORT MS 39503CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

PRINTED NAME *Powell Construction Services, Inc.* Phone Number 601 5454512SIGNATURE *William E. Powell* DATE *11/21/2018*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC SIGNAL CABINET FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
8 PHASE BASE MOUNTED CABINET WITH 16-LOAD BAY FACILITY CONTROLLER, CONFLICT MONITOR LOOP DETECTOR RACK (W/ POWER SUPPLY) DELIVER TO TRAFFIC OFFICE 125 WALNUT STREET HATTIESBURG MS, 39401	11/19/18	2.00	Ea	\$12,024.00 <i>\$12,048.00</i>	\$24,048.00 <i>\$24,048.00</i>	<i>8 weeks</i>	<i>12/21/18</i>

TOTAL BID PRICE *\$24,048.00*

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
MAY'S TRUCKING SERVICE
1820 LOTT ST
HATTIESBURG MS 39401

HALL, STEPHANIE
MINUTE BOOK # PENDING
VENDOR # 00072721

(601) 5454675

SHIP TO
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

Page
Date 11/27/18

PO No. 184794

Req No. 2747

PROCESSING CODE:

SEND METHOD 1 (601)3367372

PROJECT LINE: HAULING OF RESIDENTIAL DEBRIS WARD 2,4,& 5-CODE ENFORCEMENT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6013	HAULING OF DEBRIS HAULING OF RESIDENTIAL DEBRIS - PRICE PER CUBIC YARD PROJECT SITE(S): RESIDENTIAL PARCEL SITES EAST OF HWY 49 IN WARD 4, WARD 2, OR WARD 5 OF HATTIESBURG, MS JOB START TIME IS ASAP. 1-2 TRUCKS ARE REQUESTED IMMEDIATELY MATERIAL TO BE HAULED: RESIDENTIAL DEBRIS FROM STICK BUILT HOMES WITH PIER FOOTERS. MINIMUM CONCRETE. AVERAGE SITE WILL BE 12-16 LOADS (IF USING A 15 CUBIC YARD CAPACITY TRUCK). EQUIPMENT NEEDED: 1-2 DUMP TRUCKS WITH A MINIMUM LOAD CAPACITY OF 14 CUBIC YARDS WOULD BE REQUIRED. MAN POWER NEEDED: OPERATOR SCOPE OF WORK: HAULING OF RESIDENTIAL DEBRIS IN DUMP TRUCKS INCLUDING ALL CONCRETE AND ANY SLAB MATERIAL. SLAB MATERIAL OR LARGE QUANTITIES OF CONCRETE TO BE LOADED ON 1 TRUCK (DUE TO WASTE SITE STANDARDS). IN SOME CASES A LOAD OF NEW DIRT MATERIAL BROUGHT BACK FROM LAND FILL MAY BE REQUIRED BY PROJECT MANAGER. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT. **PRICE PER CUBIC YARD NEEDED. DISTANCE FROM SITES TO LAND FILL IS ESTIMATED 7-8 MILES. NUMBER OF SITES TO BE DETERMINED. SELECTED HAULER SHALL BE RESPONSIVE TO SCHEDULING REQUESTS WITHIN 48 HOURS. SERVICES ESTIMATED TO BE RENDERED BETWEEN DECEMBER 2018 - MARCH 2019 AS PURCHASE ORDER ALLOWS.	3000.00	EA	6.0000	18,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

18,000.00

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
(601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMMAY'S TRUCKING SERVICE
1820 LOFT ST.
HATTIESBURG MS 39401Page No. 11/20/18
Date 2747 00
Order NumberCITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME

JAMES R. MAY

SIGNATURE

James R. May DATE 11-26-18

PROJECT LINE: HAULING OF RESIDENTIAL DEBRIS WARD 2.4 & 5-CODE ENFORCEMENT

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
11/20/18	3000.00	EA	\$6.00	\$18,000.00	11-26-18	

HAULING OF DEBRIS
PROJECT SITES: RESIDENTIAL DEBRIS - PRICE PER CUBIC YARD
WARD 4, WARD 2, OR WARD 5 OF HATTIESBURG, MS
JOB START TIME IS ASAP. 1-2 TRUCKS ARE REQUESTED IMMEDIATELY
MATERIAL TO BE HAULED: RESIDENTIAL DEBRIS FROM SITE BUILT
HOUSES WITH PIER FOOTERS. MINIMUM CONCRETE AVERAGE SITE WILL
BE 12-16 LOADS (IF USING A 15 CUBIC YARD CAPACITY TRUCK).
EQUIPMENT NEEDED: 1-2 DUMP TRUCKS WITH A MINIMUM LOAD
CAPACITY OF 14 CUBIC YARDS WOULD BE REQUIRED.
MAN POWER NEEDED: OPERATOR
SCOPE OF WORK: HAULING OF RESIDENTIAL DEBRIS IN DUMP TRUCKS
INCLUDING ALL CONCRETE AND ANY SLAB MATERIAL. SLAB MATERIAL
OR LARGE QUANTITIES OF CONCRETE TO BE LOADED ON 1 TRUCK (DUE
TO WASTE SITE STANDARDS) IN SOME CASES A LOAD OF NEW DIRT
MATERIAL BROUGHT BACK FROM LAND FILL MAY BE REQUIRED BY
PROJECT MANAGER. ALL PREVIOUS LOGISTICS SUCH AS UTILITY
ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY
CODE ENFORCEMENT. **PRICE PER CUBIC YARD NEEDED. DISTANCE
FROM SITES TO LAND FILL IS ESTIMATED 7-8 MILES. NUMBER OF
SITES TO BE DETERMINED. SELECTED HAULER SHALL BE RESPONSIVE
TO SCHEDULING REQUESTS WITHIN 48 HOURS. SERVICES ESTIMATED
TO BE RENDERED BETWEEN DECEMBER 2018 - MARCH 2019 AS
PURCHASE ORDER ALLOWS.

TOTAL BID PRICE \$18,000



11/27/2018

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 11/20/18
Order Number : 2747 OQMSP ENTERPRISES, LLC
683 R V LINDLEY ROAD
MOSELLE MS 39459Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Wanda J. Sappell
SIGNATURE Wanda J. Sappell DATE 11/21/18

PROJECT LINE: HAULING OF RESIDENTIAL DEBRIS WARD 2,4,& 5-CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HAULING OF DEBRIS	11/20/18	3000.00	EA	6.00	18,000.00	11/21/18	11/21/19

HAULING OF DEBRIS - PRICE PER CUBIC YARD
PROJECT SITE(S): RESIDENTIAL PARCEL SITES EAST OF HWY 49 IN
WARD 4, WARD 2, OR WARD 5 OF HATTIESBURG, MS
JOB START TIME IS ASAP. 1-2 TRUCKS ARE REQUESTED IMMEDIATELY
MATERIAL TO BE HAULED: RESIDENTIAL DEBRIS FROM STICK BUILT
HOMES WITH PIER FOOTERS. MINIMUM CONCRETE, AVERAGE SITE WILL
BE 12-16 LOADS (IF USING A 15 CUBIC YARD CAPACITY TRUCK).
EQUIPMENT NEEDED: 1-2 DUMP TRUCKS WITH A MINIMUM LOAD
CAPACITY OF 14 CUBIC YARDS WOULD BE REQUIRED.
MAN POWER NEEDED: OPERATOR
SCOPE OF WORK: HAULING OF RESIDENTIAL DEBRIS IN DUMP TRUCKS
INCLUDING ALL CONCRETE AND ANY SLAB MATERIAL. SLAB MATERIAL
OR LARGE QUANTITIES OF CONCRETE TO BE LOADED ON 1 TRUCK (DUE
TO WASTE SITE STANDARDS). IN SOME CASES A LOAD OF NEW DIRT
MATERIAL BROUGHT BACK FROM LAND FILL MAY BE REQUIRED BY
PROJECT MANAGER. *ALL PRECIOUS LOGISTICS SUCH AS UTILITY
ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY
CODE ENFORCEMENT. **PRICE PER CUBIC YARD NEEDED. DISTANCE
FROM SITES TO LAND FILL IS ESTIMATED 7-8 MILES. NUMBER OF
SITES TO BE DETERMINED. SELECTED HAULER SHALL BE RESPONSIVE
TO SCHEDULING REQUESTS WITHIN 48 HOURS. SERVICES ESTIMATED
TO BE RENDERED BETWEEN DECEMBER 2018 - MARCH 2019 AS
PURCHASE ORDER ALLOWES.

TOTAL BID PRICE 18,000.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

SHIP TO:
CITY OF HATTIESBURG
CITY HALL - LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

VENDOR MAILING:
THE LAWN RANGER, LLC
104 SOUTH 30TH AVENUE
HATTIESBURG MS 39401

HALL, STEPHANIE
MINUTE BOOK # PENDING
VENDOR # 00110885

(601) 5454675

PROCESSING CODE:

PROJECT LINE: 111 DEARBORNE LOT CLEARING/CLEAN UP - CODE ENFORCEMENT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6018	LOT CLEARING 111 DEARBORNE ST. HATTIESBURG, MS 39401 - PPIN 20922 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION AND CLEAN THE PROPERTY OF ALL TRASH AND LITTER. WORK TO BE COMPLETED BY NOVEMBER 30, 2018. DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP. IF BULK DEBRIS IS PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	1.00	EA	200.0000	200.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

200.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/20/18
Order Number 2748 OQTHE LAWA RAMBER, LLC
104 SOUTH 30TH AVENUE
HATTIESBURG MS 39401CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

PRINTED NAME

Scott Martin

Phone Number . . . 601 5454512

SIGNATURE

DATE 11/26/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 111 DEARBORNE LOT CLEARING/CLEAN UP - CODE ENFORCEMENT

ITEM DESCRIPTION

LOT CLEARING

111 DEARBORNE ST. HATTIESBURG, MS 39401 - PPIN 20922
DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION AND
CLEAN THE PROPERTY OF ALL TRASH AND LITTER. WORK TO BE
COMPLETED BY NOVEMBER 30, 2018.
DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING
PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM
CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP.
DEBRIS IS PRESENT. REPORT TO DIVISION MANAGER OF CODE
ENFORCEMENT. *ALL PRECISORY LOGISTICS SUCH AS UTILITY
FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY
CODE ENFORCEMENT.

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
11/20/18	1.00	EA	200	\$200		

TOTAL BID PRICE \$200.00



[Signature]
11-27-2018

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMMAY'S TRUCKING SERVICE
1820 LOTT ST
HATTIESBURG MS 39401Page No. 1
Date 11/20/18
Order Number 2748 00Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME

SIGNATURE

James R. MAY
James R. MAY DATE 11-20-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 111 DEARBORNE LOT CLEARING/CLEAN UP - CODE ENFORCEMENT

ITEM DESCRIPTION

Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
11/20/18	1.00	EA	0.00	0.00		

LOT CLEARING

111 DEARBORNE ST, HATTIESBURG, MS 39401 - PER 2002Z
DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION AND
CLEAN THE PROPERTY OF ALL TRASH AND LITTER. WORK TO BE
COMPLETED BY NOVEMBER 30, 2018.
DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING
PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM
CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP. IF BULK
DEBRIS IS PRESENT, REPORT TO DIVISION MANAGER OF CODE
ENFORCEMENT. ALL PREVIOUS LOGISTICS SUCH AS UTILITY ID,
FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY
CODE ENFORCEMENT.

TOTAL BID PRICE

27

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

HALL, STEPHANIE
 MINUTE BOOK #
 VENDOR # 00090639

VENDOR MAILING:
 JOHN C NELSON
 406 HEMPHILL ST
 HATTIESBURG MS 39401-3809

SHIP TO:
 CITY OF HATTIESBURG
 CITY HALL-LAND DEV/CODE ENFORCEMENT
 200 FORREST STREET - 1ST FLOOR
 HATTIESBURG MS 39401

PROJECT LINE: 3105 DELWOOD LOT CLEARING/CLEAN UP - CODE ENFORCEMENT DIV
 SEND METHOD 1 (601)5444170

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6018	LOT CLEAN UP 3105 DELWOOD DR, HATTIESBURG, MS 39401 - PPIN 14723 ALL PERSONAL PROPERTY, BUILDING MATERIALS, AND DEBRIS IN OPEN STORAGE AND UNDER CARPORT TO BE LOADED AND HAULED OFF - EXCLUDING ANY MOTOR VEHICLES OR MOTOCYCLES. ALL MATERIAL TO BE DISPOSED OF AT 98 WASTE.	1.00	EA	1,665.0000	1,665.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,665.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 11/20/18
Order Number 2749 OQ

JOHN C NELSON
406 HEMPHILL ST
HATTIESBURG MS 39401-3809

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.

Phone Number . . 601 5454512

PRINTED NAME John C Nelson Construction
SIGNATURE John Nelson DATE 11-27-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 3105 DELWOOD LOT CLEARING/CLEAN UP - CODE ENFORCEMENT DIV

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LOT CLEAN UP 3105 DELWOOD DR HATTIESBURG, MS. 39401 - PRIN 14723 ALL PERSONAL PROPERTY, BUILDING MATERIALS AND DEBRIS IN OPEN STORAGE AND UNDER CARPORT TO BE LOADED AND HAULED OFF EXCLUDING ANY MOTOR VEHICLES OR MOTOCYCLES. ALL MATERIAL TO BE DISPOSED OF AT 58 WASTE.	11/20/18	1.00	EA				

TOTAL BID PRICE \$ 1645.00

[Signature]
11-27-2018



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 11/20/18
Order Number 2749 Q

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 3105 DELWOOD LOT CLEARING/CLEAN UP - CODE ENFORCEMENT DIV

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
LOT CLEAN UP	11/20/18	1	CD	18000	18000	11-26	

3105 DELWOOD LOT CLEARING/CLEAN UP - CODE ENFORCEMENT DIV
ALL PERSONAL PROPERTY, BUILDING MATERIALS, AND DEBRIS IN
OPEN STORAGE AND UNDER CARPORT TO BE LOADED AND HAILED OFF -
EXCLUDING ANY MOTOR VEHICLES OR MOTORCYCLES. ALL MATERIAL
TO BE DISPOSED OF AT 98 WASTE.

TOTAL BID PRICE 18000

MAY'S TRUCKING SERVICE
1820 LOTT ST
HATTIESBURG MS 39401

PRINTED NAME James R. May
SIGNATURE James R. May DATE 11-26-2018

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
1st N 10 LAWN CARE SERVICES
723 GRACE AVENUE
HATTIESBURG MS 39401

HALL, STEPHANIE (601) 5454675
MINUTE BOOK # PENDING
VENDOR # 00110129

SHIP TO:
CITY OF HATTIESBURG
CITY HALL - LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

Page 1
Date 11/29/18

PO No. 184865
Req No. 2750

PROCESSING CODE:

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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001180.6018	717 WALNUT ST SCOPE OF WORK FOR CITY OF HATTIESBURG COUNCIL RESOLUTION PROPERTIES: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP WINDOWS AND DOORS (NUMBER OF WINDOWS AND DOORS WILL BE INDICATED ON EACH PROPERTY DESCRIPTION) JOB START TIME IS ASAP. DETAILED "LANDSCAPING" IN NOT REQUIRED, HOWEVER BUSH HOG MAY BE NECESSARY AND ANY SIDEWALKS OR CURBS SHOULD BE EDGED WITH A WEED EATER OR SIMILAR. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP AND REMOVED. IF BULK DEBRIS ARE PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT *THE CITY RESERVES THE RIGHT TO WITHDRAW ANY PROPERTIES FROM THIS BID AT ANY TIME UP TO THE POINT THAT THE CONTRACTOR HAS PERFORMED THE WORK. 717 WALNUT ST, HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER. NO BOARDING UP NEEDED.	1.00	EA	250.0000	250.00
001180.6018	611 HIGHLAND AVE 611 HIGHLAND AVE, HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: SECURE STRUCTURES BY BOARDING UP 0 WINDOWS AND 3 DOORS (FRONT DOOR, BACK SLIDING DOOR, AND REAR GARAGE DOOR). NO MOWING/LAWN CLEAN UP NECESSARY.	1.00	EA	200.0000	200.00
001180.6018	304 MAPLE ST 304 MAPLE ST, HATTIESBURG, MS, 39401 - PPIN 20567 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 8 WINDOWS AND 1 DOOR.	1.00	EA	480.0000	480.00
001180.6018	306 MAPLE ST 306 MAPLE ST, HATTIESBURG, MS, 39401 - PPIN 20568 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 4 WINDOWS AND 1 DOOR.	1.00	EA	400.0000	400.00
001180.6018	3407 TILTREE RD 3407 TILTREE RD, HATTIESBURG, MS, 39402 - PPIN 23612 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER. NO BOARDING UP NEEDED.	1.00	EA	290.0000	290.00
001180.6018	1326 W. PINE ST 1326 W. PINE ST, HATTIESBURG, MS, 39401 - PPIN 15216 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN	1.00	EA	160.0000	160.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
1st N 10 LAWN CARE SERVICES
723 GRACE AVENUE
HATTIESBURG MS 39401

HALL, STEPHANIE (601) 5454675
VENDOR # 00110129

SHIP TO:
CITY OF HATTIESBURG
CITY HALL - LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

Page 2
Date 11/29/18

PO No. - 184865
Req No. - 2750

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE
Account #

Description	QTY	PROCESSING CODE:		TOTAL COST
		SEND METHOD	1 ()	
2917 LARAMIE CIRCLE 2917 LARAMIE CIRCLE HATTIESBURG, MS 39402 - PPIN 24772 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH AND LITTER. NO BOARDING UP NEEDED.	1.00	EA	260.0000	260.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 2,040.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

1st N 10 LAWN CARE SERVIC
723 GRACE AVENUE
HATTIESBURG MS 39401

Quote No. : : : 11/20/18
Date : : : 2750 OQ
Order Number : : : 2750 OQ

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: Brad Leverette

SIGNATURE: Brad Leverette DATE 11-23-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
717 WALNUT ST SCOPE OF WORK FOR CITY OF HATTIESBURG COUNCIL RESOLUTION OF ALL TRASH & LITTER, AND OVERGROWN VEGETATION, CLEAN PROPERTIES WINDOWS AND DOORS (NUMBER OF WINDOWS AND DOORS WILL BE INDICATED ON EACH PROPERTY DESCRIPTION) JOB START TIME IS ASAP. DETAILED "LANDSCAPING" IN NOT REQUIRED. HOWEVER BUSH HOG MAY BE NECESSARY AND ANY SIDEWALKS OR CURBS SHOULD BE EDGED WITH A WED EATER OR SIMILAR. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP AND REMOVED. IF BULK DEBRIS ARE PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT. *THE CITY RESERVES THE RIGHT TO WITHDRAW ANY PROPERTIES FROM THIS BID AT ANY TIME UP TO THE POINT THAT THE CONTRACTOR HAS PERFORMED THE WORK. 717 WALNUT ST HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER. NO BOARDING UP NEEDED.	11/20/18	1.00	EA	250			
511 HIGHLAND AVE 611 HIGHLAND AVE HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: SECURE STRUCTURES BY BOARDING UP 0 WINDOWS AND 3 DOORS (FRONT DOOR, BACK SLIDING DOOR, AND REAR GARAGE DOOR). NO MOWING/LAWN CLEAN UP NECESSARY.	11/20/18	1.00	EA	200	Material + labor		
304 MABLE ST 304 MABLE ST, HATTIESBURG, MS, 39401 - PPIN 20567 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 8 WINDOWS AND 1 DOOR.	11/20/18	1.00	EA	480	Material + labor		



Handwritten signature and date 11-29-18, page 1 of 2.

WUWIE REQUEST RESPONSE FORM

Page No. 2
Date 11/20/18
Order Number 2750 QQ

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
11/20/18	1.00	EA	400.00			
306 MAPLE ST, HATTIESBURG, MS, 39401 - PPIN 20568 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 4 WINDOWS AND 1 DOOR.						
11/20/18	1.00	EA	290.00			
3407 TILTREE RD, HATTIESBURG, MS, 39402 - PPIN 23512 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, NO BOARDING UP NEEDED.						
11/20/18	1.00	EA	160.00			
1326 W. PINE ST, HATTIESBURG, MS, 39401 - PPIN 15216 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH AND LITTER, AND SECURE STRUCTURES BY BOARDING UP 2 WINDOWS AND 0 DOORS.						
11/20/18	1.00	EA	260.00			
2917 LARAMIE CIRCLE, HATTIESBURG, MS, 39402 - PPIN 24772 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH AND LITTER, NO BOARDING UP NEEDED.						

Material + Labor

TOTAL BID PRICE 2040.00

[Signature]
11-24-18
Page 2 of 2

THE LAWN RANGER, LLC
104 SOUTH 30TH AVENUE
HATTIESBURG MS 39401

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME The Lawn Ranger

Phone Number 601 5454512

SIGNATURE Shate DATE 11/28/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
717 WALNUT ST SCOPE OF WORK FOR CITY OF HATTIESBURG COUNCIL RESOLUTION PROPERTIES: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP WINDOWS AND DOORS (NUMBER OF WINDOWS AND DOORS WILL BE INDICATED ON EACH PROPERTY DESCRIPTION) JOB START TIME IS ASAP, DETAILED "LANDSCAPING" IN NOT REQUIRED, HOWEVER BUSH HOG MAY BE NECESSARY AND ANY SIDEWALKS OR CURBS SHOULD BE EDGED WITH A WEED EATER OR SIMILAR. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING AND ANY TRASH OR LITTER TO BE PICKED UP AND REMOVED. IF BULK DEBRIS ARE PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT. *THE CITY RESERVES THE RIGHT TO WITHDRAW ANY PROPERTIES FROM THIS BID AT ANY TIME UP TO THE POINT THAT THE CONTRACTOR HAS PERFORMED THE WORK. 717 WALNUT ST, HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER. NO BOARDING UP NEEDED.	11/20/18	1.00	EA	<u>\$850.00</u>	<u>\$850.00</u>		
611 HIGHLAND AVE 611 HIGHLAND AVE, HATTIESBURG, MS, 39401 - PPIN 23598 DESCRIPTION OF WORK: SECURE STRUCTURES BY BOARDING UP 0 WINDOWS AND 3 DOORS (FRONT DOOR, BACK SLIDING DOOR, AND REAR GARAGE DOOR). NO MOWING/LAWN CLEAN UP NECESSARY.	11/20/18	1.00	EA	<u>\$550.00</u>	<u>\$550.00</u>		
304 MABLE ST 304 MABLE ST, HATTIESBURG, MS, 39401 - PPIN 20567 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 8 WINDOWS AND 1 DOOR.	11/20/18	1.00	EA	<u>\$1,300.00</u>	<u>\$1,300.00</u>		

QUOTE REQUEST RESPONSE FORM

Date 11/20/18
Order Number 2750 OQ

PROJECT LINE: LOT CLEARING/CLEAN UP/BOARD UP-MULTIPLE RCR PROPERTIES-CODE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
306 MABLE ST 306 MABLE ST, HATTIESBURG, MS. 39401 - PPIN 20568 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, AND SECURE STRUCTURES BY BOARDING UP 4 WINDOWS AND 1 DOOR.	11/20/18	1.00	EA	\$1,250.00	\$1,250.00		
3407 TILTREE RD 3407 TILTREE RD, HATTIESBURG, MS. 39402 - PPIN 23612 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH & LITTER, NO BOARDING UP NEEDED.	11/20/18	1.00	EA	\$950.00	\$950.00		
1326 W. PINE ST 1326 W. PINE ST, HATTIESBURG, MS. 39401 - PPIN 15216 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH AND LITTER, AND SECURE STRUCTURES BY BOARDING UP 2 WINDOWS AND 0 DOORS.	11/20/18	1.00	EA	\$790.00	\$790.00		
2917 LARAMIE CIRCLE 2917 LARAMIE CIRCLE, HATTIESBURG, MS. 39402 - PPIN 24772 DESCRIPTION OF WORK: CLEAR ALL OVERGROWN VEGETATION, CLEAN PROPERTIES OF ALL TRASH AND LITTER, NO BOARDING UP NEEDED.	11/20/18	1.00	EA	\$600.00	\$600.00		

TOTAL BID PRICE \$6,290.00

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date 11/28/18

VENDOR MAILING:
ULINE
2200 S LAKESIDE DR
WAUKEGAN IL 60085-8361

POINT OF CONTACT:
MCGINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 90070437

SHIP TO:
CITY OF HATTIESBURG
HATTIESBURG POLICE DEPARTMENT-DESTINY M.
300 KLONDYKE STREET
HATTIESBURG MS 39401

PROJECT LINE: BARRICADES

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
019100.7399	STEEL GALVANIZED BARRICADE W/BRIDGE FOOT APPROXIMATELY 8 7/8" LX43"H OR 8 1/2" X40"H	100.00	EA	91.5600	9,156.00

PROCESSING CODE:
SEND METHOD 1 (800)2955571

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,156.00

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 11/26/18
Order Number 2751 00ULINE
2200 S LAKESIDE DR
WAUKESHA IL 60085-8361Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT STREET FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Niki Trotter

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 11/27/18

PROJECT LINE: BARRICADES

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STEEL BARRICADES STEEL GALVANIZED BARRICADE W/BRIDGE FOOT APPROXIMATELY 8' HIGH OR 8 1/2' X 40" H H-7086	11/26/18	100.00	EA	\$9156	\$9156.00		12/16/18

TOTAL BID PRICE \$9156.00

Approved 11-28-18
[Signature]

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

MUNICO CORP
dba: TRAFFIC SAFETY WAREHO
PO BOX 1125
DEERFIELD IL 60015-1125

Page No. 1
Date 11/26/18
Order Number 2751 OQ

Mail To. : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Mary McKenna

Phone Number . . 601 5454512

SIGNATURE Mary McKenna DATE 11/27-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BARRICADES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STEEL BARRICADES STEEL GALVANIZED BARRICADE W/BRIDGE FOOT APPROXIMATELY 8'7" L X 43" H OR 8 1/2' X 40" H	11/26/18	100.00	EA	95.84	\$ 9,584.00	7 days - to ship	12/31/18

Crowd Stopper Steel Barricade
ESO-1 - Bridge Foot
8'7" L X 43" H, 43 lbs EA

TOTAL BID PRICE ~~\$~~ 9584.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

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
12/14/18

VENDOR MAILING:
HUBCITY GRAPHIX
dba FASTSIGNS OF HATTIESBURG
2902 HARDY ST, SUITE 60
HATTIESBURG MS 39401

HALL, STEPHANIE
MINUTE BOOK # PENDING
VENDOR # 00107678

(601) 5454675

SHIP TO
CITY OF HATTIESBURG
HUB CITY TRANSIT
1419 WEST PINE ST
HATTIESBURG MS 39401

PROJECT LINE: BUS WRAPS, 4 NEW BUSES - HUB CITY TRANSIT

PROCESSING CODE:
SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
073570.7410	BUS WRAP WRAP FOUR (4) HUB CITY TRANSIT BUSES WITH VINYL ADVERTISING WRAP AS SPECIFIED HEREIN. FRONT CAB OF VEHICLES: WORK TO INCLUDE ADDING GRAPHICS TO THE FRONT CAB AS SHOWN IN ATTACHED RENDERING. BODY OF THE VEHICLES: THE TOP OF THE BUS DOES NOT NEED TO BE WRAPPED EXCEPT THE PORTION OF THE TOP CORNERS AS SHOWN IN BLACK ON THE RENDERING SO AS TO APPEAR WRAPPED FROM SIDE ELEVATIONS. THE FRONT OF THE BODY ABOVE THE CAB OF THE VEHICLE IS NOT TO BE FULLY WRAPPED BUT IS TO INCLUDE A GRAPHIC AS SHOWN IN THE RENDERING IN THE AREA OF THE DIGITAL DISPLAY BOARD. UNIQUE VEHICLE ID NUMBERS TO BE PROVIDED BY CITY SHALL BE PLACED EITHER ON TOP OF NEW GRAPHICS OR INCORPORATED INTO THE GRAPHIC. ID NUMBERS ARE FIVE (5) DIGITS IN LENGTH. SHALL BE 3 INCHES IN HEIGHT AND LOCATED ON THE BACK AND BOTH SIDES OF THE BUSES. GENERAL: LOGO AND GRAPHICS INCLUDE BLACK, WHITE, AND A GRADIENT OF BLUE THAT FADES FROM A DARKER SHADE OF BLUE AT THE TOP TO A LIGHTER BLUE AT THE BOTTOM. PRODUCT USED SHALL BE ARLON SLX WITH ARLON 3270 OVERLAMINATE APPLIED TO THE TOP. SELECTED VENDOR WILL BE RESPONSIBLE FOR PROVIDING A PROOF OF THE DESIGN BEFORE PROCEEDING TO PRINT. VEHICLES ARE 2019 CHAMPION DEFENDERS, 18 PASSENGER PLUS 2 WHEELCHAIR ACCESSIBLE SEATS, 27 FEET LENGTH BUSES WILL BE MADE AVAILABLE FOR VIEWING AND MEASURING DECEMBER 10-14, 2018 FROM 8AM TO 4PM AT 1419 W. PINE ST, HATTIESBURG, MS. RESPONSE TO QUOTE REQUEST SHOULD INCLUDE METHOD REQUESTED FOR DELIVERY OF BUSES AND LOCATION. NO MORE THAN TWO (2) BUSES MAY BE TAKEN AT A TIME FOR WRAPPING AND MUST BE COORDINATED IN ADVANCE WITH HUB CITY TRANSIT MANAGEMENT. BUSES WILL BE GENERALLY WASHED PRIOR TO LEAVING THE FACILITY FOR WRAPPING. A SINGLE BUS SHOULD NOT BE IN THE POSSESSION OF THE SELECTED VENDOR FOR MORE THAN FIVE BUSINESS DAYS.	4.00	EA	4,872.0000	19,488.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 19,488.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 12/04/18
Order Number 1884 04

HUBCITY GRAPHIX
dba FASTSIGNS OF HATTIESBURG
2902 HARDY ST. SUITE 60
HATTIESBURG, MS 39401

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME: Amanda Blackman
SIGNATURE: [Signature] DATE: 12/14/18

Phone Number: 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE BUS WRAPS, 4 NEW BUSES - HUB CITY TRANSIT

ITEM DESCRIPTION	Request Date	QTY	Unit	Price	Extended Cost	Delivery Date	Expired Date
	12/04/18	4.00	EA	4,872	19,488	12/04/18	11/14/19

BUS WRAP
WRAP FOUR (4) HUB CITY TRANSIT BUSES WITH VINYL ADVERTISING
WRAP AS SPECIFIED HEREIN. FRONT CAB OF VEHICLES SHOWN IN
INCLUDE ADDING GRAPHICS TO THE FRONT CAB AS SHOWN IN
ATTACHED RENDERING. BODY OF THE VEHICLES: THE TOP OF THE BUS
DOES NOT NEED TO BE WRAPPED EXCEPT THE PORTION OF THE TOP
CORNERS AS SHOWN IN BLACK ON THE RENDERING SO AS TO APPEAR
WRAPPED FROM SIDE ELEVATIONS. THE FRONT OF THE BODY ABOVE
THE LINE OF THE VEHICLE IS NOT TO BE FULLY WRAPPED BUT IS TO
INCLUDE A GRAPHIC AS SHOWN IN THE RENDERING IN THE AREA OF
THE DIGITAL DISPLAY BOARD. UNLIKE THE VEHICLE ID NUMBERS TO BE
PROVIDED BY CITY, SHALL BE PLACED EITHER ON TOP OR NEW ARE
FIVE (5) DIGITS IN LENGTH. SHALL BE 3 INCHES IN HEIGHT AND
LOCATED ON THE BACK AND BOTH SIDES OF THE BUSES
GENERAL: LOGO AND GRAPHICS INCLUDE DARKER SHADE OF BLUE AT
THE TOP TO A LIGHTER BLUE AT THE BOTTOM. PRODUCT USED SHALL
BE ARJON SLV WITH ARJON 3270 OVERLAMINATE APPLIED TO THE
TOP. SELECTED VENDOR WILL BE RESPONSIBLE FOR PROVIDING A
LEAD OF THE DESIGN BEFORE PROCEEDING TO PRINT. VEHICLES ARE
2010 CHAMPION DEFENDERS 18' PASSENGER PLUS 2 WHEELCHAIR
ACCESSIBLE SEATS 27' FRONT BUSES WILL BE MADE
AVAILABLE FOR VIEWING AND MEASURING DECEMBER 10-14, 2018
FROM 8AM TO 4PM AT 1919 A. PINE ST. HATTIESBURG, MS
RESPONSE TO QUOTE REQUEST SHOULD INCLUDE METHOD REQUESTED
FOR DELIVERY OF BUSES AND LOCATION. NO MORE THAN TWO (2)
BUSES MAY BE TAKEN AT A TIME FOR WRAPPING AND MUST BE
COORDINATED IN ADVANCE WITH THE CITY TRANSIT MANAGEMENT
BUSES WILL BE GENERALLY WASHED PRIOR TO LEAVING THE FACILITY
FOR WRAPPING. A SINGLE BUS SHOULD NOT BE IN THE POSSESSION
OF THE SELECTED VENDOR FOR MORE THAN FIVE BUSINESS DAYS.

TOTAL BID PRICE \$19,488



[Signature]
12-14-2018

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 12/04/18
Order Number 2754 00SIGNS FIRST
4400 HARDY ST STE A-1
HATTIESBURG MS 39402-1309Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Patrick Skinner

Phone Number 601 5454512

SIGNATURE *P. Skinner* DATE 12/13/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BUS WRAPS. 4 NEW BUSES - HUB CITY TRANSIT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BUS WRAP FOUR (4) HUB CITY TRANSIT BUSES WITH VINYL ADVERTISING WRAP AS SPECIFIED HEREIN. FRONT/CAB OF VEHICLES. WORK TO INCLUDE ADDING GRAPHICS TO THE FRONT CAB AS SHOWN IN ATTACHED RENDERING. BODY OF THE VEHICLES: THE TOP OF THE BUS DOES NOT NEED TO BE WRAPPED EXCEPT THE PORTION OF THE TOP CORNERS AS SHOWN IN BLACK ON THE RENDERING SO AS TO APPEAR WRAPPED FROM SIDE ELEVATIONS. THE FRONT OF THE BODY ABOVE THE CAB OF THE VEHICLE IS NOT TO BE FULLY WRAPPED BUT IS TO INCLUDE A GRAPHIC AS SHOWN IN THE RENDERING. IN THE AREA OF THE DIGITAL DISPLAY BOARD, UNIQUE VEHICLE ID NUMBERS TO BE PROVIDED BY CITY SHALL BE PLACED EITHER ON TOP OF NEW GRAPHICS OR INCORPORATED INTO THE GRAPHIC. ID NUMBERS ARE FIVE (5) DIGITS IN LENGTH SHALL BE 3 INCHES IN HEIGHT AND LOCATED ON THE BACK AND BOTH SIDES OF THE BUSES. AND A GENERAL LOGO AND GRAPHICS INCLUDE BLACK WHITE. AND A GRADIENT OF BLUE THAT FADES FROM A DARKER SHADE OF BLUE AT THE TOP TO A LIGHTER BLUE AT THE BOTTOM. PRODUCT USED SHALL BE ARLON SLX WITH ARLON 3270 OVERLAMINATE APPLIED TO THE TOP. SELECTED VENDOR WILL BE RESPONSIBLE FOR PROVIDING A PROOF OF THE DESIGN BEFORE PROCEEDING TO PRINT. VEHICLES ARE 2019 CHAMPION DEFENDERS 18 PASSENGER PLUS 2 WHEELCHAIR ACCESSIBLE SEATS. 27 FEET LENGTH. BUSES WILL BE MADE AVAILABLE FOR VIEWING AND MEASURING DECEMBER 10-14, 2018 FROM 8AM TO 4PM AT 1419 W. PINE ST HATTIESBURG MS. RESPONSE TO QUOTE REQUEST SHOULD INCLUDE METHOD REQUESTED FOR DELIVERY OF BUSES AND LOCATION NO MORE THAN TWO (2) BUSES MAY BE TAKEN AT A TIME FOR WRAPPING AND MUST BE COORDINATED IN ADVANCE WITH HUB CITY TRANSIT MANAGEMENT. BUSES WILL BE GENERALLY WASHED PRIOR TO LEAVING THE FACILITY FOR WRAPPING. A SINGLE BUS SHOULD NOT BE IN THE POSSESSION OF THE SELECTED VENDOR FOR MORE THAN FIVE BUSINESS DAYS.	12/04/18	4.00	EA	\$4920	\$19680	3/1/19	6/1/19

TOTAL BID PRICE \$19680

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

PO No. 185061
Req No. 2755

Page Date 12/07/18

VENDOR MAILING:
ROAD SAFE
PO BOX 87
CONYERS GA 30012

BIVINS, REDONDA
MINUTE BOOK # PENDING
VENDOR # 00106955

(601) 5454626

SHIP TO
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROJECT LINE: TYPE 3 BARRICADES FOR CITY WIDE USE

PROCESSING CODE:

SEND METHOD 1 (318)6862217

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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001191.5540	3508-HIP-L-DRILL- KIT COMPLETE W/ 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLES DRILLED TELES PAR 63" UPRIGHTS, TELES PAR FEET, AND ASSEMBLY HARDWARE. (LEFT)	75.00	EA	147.9000	11,092.50
001191.5540	3508-HIP-R-DRILL- KIT COMPLETE W/ 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLES DRILLED TELES PAR 63" UPRIGHTS, TELES PAR FEET, AND ASSEMBLY HARDWARE. (RIGHT) ALL DELIVERED TO TRAFFIC OFFICE @ 125 WALNUT STREET, H'BURG MS 39401	75.00	EA	147.9000	11,092.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 22,185.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMROAD SAFE
PO BOX 87
CONYERS GA 30012Page No. 1
Date 12/04/18
Order Number 2755 00CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1896
HATTIESBURG MS 39401

Mail To

PRINTED NAME

Kerry Perrin

SIGNATURE

DATE 12-5-18

Phone Number 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TYPE 3 BARRICADES FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
3508-HIP-I-DRILL - KIT COMPLETE W/ 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLES DRILLED TELES PAR 63" UPRIGHTS, TELES PAR FEET, AND ASSEMBLY HARDWARE. (LEFT)	12/04/18	75.00	EA	\$147.90	\$11,092.50	15 days PFI	30 days
3508-HIP-R-DRILL - KIT COMPLETE W/ 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLES DRILLED TELES PAR 63" UPRIGHTS, TELES PAR FEET, AND ASSEMBLY HARDWARE. (RIGHT) ALL DELIVERED TO TRAFFIC OFFICE @ 125 WALNUT STREET, H'BURG MS 39401	12/04/18	75.00	EA	\$147.90	\$11,092.50	15 days PFI	30 days

TOTAL BID PRICE \$22,185.00




CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/04/18
Order Number 2758 00CUSTOM PRODUCTS CORP
PO BOX 54091
JACKSON MS 39258-4091Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601-5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME *John S. Lott*SIGNATURE *John S. Lott*

DATE 12-5-18

PROJECT LINE: TYPE 3 BARRICADES FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
3508-HIP-1-DRILL- KIT COMPLETE WITH 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLDS DRILLED TELESPAR 63" UPRIGHTS, TELESPAR FEET, AND ASSEMBLY HARDWARE. (LEFT)	12/04/18	75.00	EA	212.29	15,921.75	1-11-19	1-05-19
3508-HIP-2-DRILL- KIT COMPLETE WITH 8' BOARDS WITH HIP SHEETING ONE SIDE OF BOARDS ONLY HOLDS DRILLED TELESPAR 63" UPRIGHTS, TELESPAR FEET, AND ASSEMBLY HARDWARE. (RIGHT)	12/04/18	75.00	EA	212.29	15,921.75	1-11-19	1-05-19

TOTAL BID PRICE \$31,843.50

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

PURCHASER: CITY OF HATTIESBURG
POINT OF CONTACT:

VENDOR MAILING:
DANA SAFETY SUPPLY, INC
dba FLEET SAFETY EQUIPMENT
PO BOX 117297
ATLANTA GA 30368-7297

MCGINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 00061432

(601) 5454506

SHIP TO:
CITY OF HATTIESBURG
HATTIESBURG POLICE DEPARTMENT-DESTINY M.
300 KLONDYKE STREET
HATTIESBURG MS 39401

Page
Date 12/12/18

PO No. 185197

Req No. 2756

PROCESSING CODE:

PROJECT LINE: PUSH BUMPER, PARTITIONS & CENTER CONSOLE FOR 10 NEW CARS

SEND METHOD 1 (901)3775633

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	PUSH BUMPER SETINA	10.00	EA	249.0000	2,490.00
001100.7400	PARTITIONS PRO GUARD PARTITIONS POSSIBLE WITH A SLIDING GLASS OR IT MUST ALLOW AIR CIRCULATION TO THE SUBJECT WITH ENDANGERING THE OFFICERS	10.00	EA	471.0000	4,710.00
001100.7400	CENTER CONSOLE WITH CUP HOLDERS AND ARM REST THAT WILL ALLOW A HAVIS FLEX ARM TO ATTACH	10.00	EA	351.0000	3,510.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,710.00

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
(601) 545-4686.

KERAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMFLEET SAFETY EQUIPMENT IN
2188 SPICER COVE
MEMPHIS TN 38134Page No. 1
Date 12/04/18
Order Number 2756 OQCITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

PRINTED NAME David Lyle

Phone Number . . 601 5454512

SIGNATURE David Lyle DATE 12/7/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PUSH BUMPER, PARTITIONS & CENTER CONSOLE FOR 10 NEW CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PUSH BUMPER SETINA	12/04/18	10.00	EA	249.00	2490.00	1/25/19	12/30/18
PARTITIONS PRO GUARD PARTITIONS POSSIBLE WITH A SLIDING GLASS OR IT MUST ALLOW AIR CIRCULATION TO THE SUBJECT WITH ENDANGERING THE OFFICERS	12/04/18	10.00	EA	471.00	4710.00	1/25/19	12/30/18
CENTER CONSOLE WITH CUP HOLDERS AND ARM REST THAT WILL ALLOW A HAVIS FLEX ARM TO ATTACH	12/04/18	10.00	EA	351.00	3510.00	1/15/19	12/30/18

TOTAL BID PRICE 10710.00

Anthony B. Parker

ROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAYUNE MS 39466-0367

Mail To :
Fax 601-545-6601

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Roper Supply Co
SIGNATURE Mary Lynn DATE 12-10-18

Phone Number : 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PUSH BUMPER, PARTITIONS & CENTER CONSOLE FOR 10 NEW CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PUSH BUMPER SETINA	12/04/18	10.00	EA	264.00	2640.00	30 Days	12/31-18
PARTITIONS PRO GUARD PARTITIONS POSSIBLE WITH A SLIDING GLASS OR IT MUST ALLOW AIR CIRCULATION TO THE SUBJECT WITH ENDANGERING THE OFFICERS	12/04/18	10.00	EA	523.06	5230.60	30 Days	12/31-18
CENTER CONSOLE WITH CUP HOLDERS AND ARM REST THAT WILL ALLOW A HAVIS FLEX ARM TO ATTACH	12/04/18	10.00	EA	424.25	4242.50	30 Days	12.28.

Setina 10-S w/Lisp
Camber - Johnson 7170-0137-01 Charger Console
Camber - Johnson 7160-0454 Adapter

TOTAL BID PRICE 12113.10

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/04/18
Order Number 2756 QQTIMOTHY D JACKSON
dba AFFORDABLE EMERGENCY
5556 OLD HWY 42
HATTIESBURG MS 39401-6339Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Timothy Jackson

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 12/8/18

Shipping terms are F.O.R. destination, freight prepaid

PROJECT LINE: PUSH BUMPER, PARTITIONS & CENTER CONSOLE FOR 10 NEW CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PUSH BUMPER SETINA	12/04/18	10.00	EA	284.85	2848.50	01/30/19	01/30/19
PARTITIONS PRO GUARD PARTITIONS POSSIBLE WITH A SLIDING GLASS OR IT MUST ALLOW AIR CIRCULATION TO THE SUBJECT WITH ENDANGERING THE OFFICERS	12/04/18	10.00	EA	561.49	5614.90	01/30/19	01/30/19
CENTER CONSOLE WITH CUP HOLDERS AND ARM REST THAT WILL ALLOW A HAVIS FLEX ARM TO ATTACH	12/04/18	10.00	EA	442.75	4427.50	01/30/19	01/30/19

TOTAL BID PRICE 12890.90

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

VENDOR MAILING:
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606-3913

MC GINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 90078126

SHIP TO:
CITY OF HATTIESBURG
HATTIESBURG POLICE DEPARTMENT-DESTINY M.
300 KLONDYKE STREET
HATTIESBURG MS 39401

PROJECT LINE: CRADLE POINT FOR(10)2019 DODGE CHARGERS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	LOW PROFILE ANTENNA 5 IN 1 MIMO LTE, MIMO WIFI (2.4/5GHZ, AND GPS CREW MOUNT ANTENNA WITH 5M CABLES (WITH NEEDED POWER SUPPLY)	10.00	EA	267.9900	2,679.90
001100.7400	CRADLEPOINTS 1-YR NET CLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND 1BR900 ROUTER WITH WIFI (600MBPS MODEM) (WITH NEEDED POWER SUPPLY)	10.00	EA	582.2300	5,822.30

PROCESSING CODE:
SEND METHOD 1 (312)7054630

TOTAL CONTRACT AMOUNT NOT TO EXCEED 8,502.20

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/04/18
Order Number 2757 OQC D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606 3913Mail To
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME: Matt Flood

Phone Number 601 5454512

SIGNATURE [Signature] * DATE 12/10/2018

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRADLE POINT FOR(10)2019 IDIXE CHARGERS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LOW PROFILE ANTENNA W/MP WIFI (2.4 /5GHz) AND GPS CREW MOUNT ANTENNA WITH 5M CABLES (WITH NEEDED POWER SUPPLY)	12/04/18	10.00	EA	\$267.99	\$2,679.90	2-10 business days ARO	01/10/2019
CRADLEPOINTS 1-YR NET CLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) SUPPORT AND 1BR500 ROUTER WITH WIFI (600Mbps MODEM) (WITH NEEDED POWER SUPPLY)	12/04/18	10.00	EA	\$582.23	\$5,822.30	2-10 business days ARO	01/10/2019

TOTAL BID PRICE \$8,502.20

*CDW Government ("CDW-G") submits this bid response subject only to the terms and conditions contained in the current SYNEX GSA SCHEDULE (SLED) (GS-35F-0143R) HERE contract. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of the agreement shall not apply to any transaction(s) that result from CDW-G's submission of its bid response.



Anthony B. Fisher

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/04/18
Order Number 2757 OQPINNACLE NETWORK, LLC
73888 TALLASSEE HIGHWAY
WETUMPKA AL 36092Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Harry Toothaker
SIGNATURE Harry Toothaker DATE 12-7-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRADLE POINT FOR(10)2019 DODGE CHARGERS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LOW PROFILE ANTENNA S IN 1 MIMO LTE, MIMO WIFI (2.4/5GHZ), AND GPS CREW MOUNT ANTENNA WITH 5M CABLES (WITH NEEDED POWER SUPPLY)	12/04/18	10.00	EA	\$ 273.79	\$ 2737.90	12-21-18	1-7-19
CRADLEPOINTS 1-YR NET CLOUD ESSENTIALS FOR MOBILE ROUTERS (PRIME) WITH SUPPORT AND 1BR900 ROUTER WITH WIFI (600Mbps MODEM) (WITH NEEDED POWER SUPPLY)	12/04/18	10.00	EA	\$ 641.31	\$ 6413.10	12-21-18	1-7-19

TOTAL BID PRICE \$ 9151.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

VENDOR MAILING:
ANQINOTED HANDS SERVICES, LLC
PO BOX 853
HATTIESBURG MS 39403-0853

LONDON, SYLVESTER
MINUTE BOOK # PENDING
VENDOR # 00100347

POINT OF CONTACT: (601) 5454512

SHIP TO : HATTIESBURG
CITY OF HATTIESBURG
NOT APPLICABLE

Page
Date

P0 No.	-	185292
Req No.	-	2758

PROCESSING CODE:

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009660.6049	WATER BILLING 212 FRONT STREET	12.00	EA	525.0000	6,300.00
001203.6350	ENGINEERING 105 SOUTH PARK AVE	12.00	EA	495.0000	5,940.00
073570.6049	HUB CITY TRANSIT 1419 WEST PINE STREET	12.00	EA	325.0000	3,900.00
001191.6999	TRAFFIC/CONSTRUC 125 WALNUT STREET 12 MONTHS @	12.00	EA	375.0000	4,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

20,640.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 12/05/18
Order Number 2758 00

APPOINTED HANDS SERVICES,
PO BOX 853
HATTIESBURG MS 39403-0853

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: Sharon Bobbett
SIGNATURE: *Sharon Bobbett* DATE: 12/6/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET 5 x per week	12/04/18	1.00	EA	525 ⁰⁰	—	1/2/19	1/1/2020
ENGINEERING 105 SOUTH PARK AVE 3 x per week	12/04/18	1.00	EA	495 ⁰⁰	—	1/2/19	1/1/2020
HUB CITY TRANSIT 1419 WEST PINE STREET 3 x per week	12/04/18	1.00	EA	335 ⁰⁰	—	1/2/19	1/1/2020
TRAFFIC/CONSTRUCT 125 WALNUT STREET 3 x per week	12/04/18	1.00	EA	375 ⁰⁰	—	1/2/19	1/1/2020

TOTAL BID PRICE \$1,720⁰⁰

K *6/6*

12/17/18



ANJOINTED HANDS SERVICES,
PO BOX 853
HATTIESBURG MS 39403-0853

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

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	12.00	EA				
ENGINEERING 105 SOUTH PARK AVE	12/04/18	12.00	EA				
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	12.00	EA				
TRAFFIC/CONSTRUC 125 WALMUT STREET 12 MONTHS @	12/04/18	12.00	EA				

TOTAL BID PRICE _____

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/05/18
Order Number 2758 QQJANI-KING OF SOUTH EAST M
22 MILLBRANCH ROAD, SUITE
HATTIESBURG MS 39402Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME ENMAN ENTERPRISE LLC. DBA JANI-KING OF SE MISSISSIPPI Phone Number . 601 5454512SIGNATURE [Signature]DATE 12/12/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	1.00	EA	<u>\$650.</u>	<u>\$7800</u>	<u>12/12/18</u>	<u>1/31/19</u>
ENGINEERING 105 SOUTH PARK AVE	12/04/18	1.00	EA	<u>\$485</u>	<u>\$5820</u>	<u>12/12/18</u>	<u>1/31/19</u>
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	1.00	EA	<u>\$275</u>	<u>\$3300</u>	<u>12/12/18</u>	<u>1/31/19</u>
TRAFFIC/CONSTRUC 125 WALNUT STREET	12/04/18	1.00	EA	<u>\$345</u>	<u>\$4140</u>	<u>12/12/18</u>	<u>1/31/19</u>

Total No. \$1755.00TOTAL BID PRICE \$21,060.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : : : 1
Date : : : 12/17/18
Order Number : : : 2758 OQ

JANI-KING OF SOUTH EAST M
22 MILLBRANCH ROAD, SUITE
HATTIESBURG MS 39402

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

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	12.00	EA				
ENGINEERING 105 SOUTH PARK AVE	12/04/18	12.00	EA				
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	12.00	EA				
TRAFFIC/CONSTRUC 125 WALMUT STREET 12 MONTHS @	12/04/18	12.00	EA				

TOTAL BID PRICE _____

Date : 12/03/18
Order Number : 2758 OQ

2018 12/03/18 12:03:18

THE CLEAN TEAM
38 GRENADA DRIVE
HATTIESBURG MS 39401

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Shelby Brown Landscaping LLC
SIGNATURE Shelby Brown DATE 12-12-2018

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	1.00	EA	525.00			
ENGINEERING 105 SOUTH PARK AVE	12/04/18	1.00	EA	500.00			
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	1.00	EA	350.00			
TRAFFIC/CONSTRUC 125 WALNUT STREET	12/04/18	1.00	EA	340			

TOTAL BID PRICE 1865

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 12/17/18
Order Number 2758 OQ

THE CLEAN TEAM
38 GRENADA DRIVE
HATTIESBURG MS 39401

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

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	12.00	EA				
ENGINEERING 105 SOUTH PARK AVE	12/04/18	12.00	EA				
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	12.00	EA				
TRAFFIC/CONSTRUC 125 WALMUT STREET 12 MONTHS @	12/04/18	12.00	EA				

TOTAL BID PRICE _____

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : 1
Date : 12/05/18
Order Number : 2758 OQ

MAMA FER, LLC
1321 HARDY STREET, SUITE
HATTIESBURG MS 39401

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 Elbot B Robert
SIGNATURE [Signature] DATE 12/12/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	1.00	EA	1841.67 / month			
ENGINEERING 105 SOUTH PARK AVE	12/04/18	1.00	EA	1,126.67 / month			
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	1.00	EA	736.67 / month			
TRAFFIC/CONSTRUC 125 WALNUT STREET	12/04/18	1.00	EA	1,040 / month			

TOTAL BID PRICE 4745.01

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

MAMA FER, LLC
1321 HARDY STREET, SUITE
HATTIESBURG, MS 39401

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

PROJECT LINE: JANITORIAL CLEANING SERVICE FOR FOUR DEPARTMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
WATER BILLING 212 FRONT STREET	12/04/18	12.00	EA				
ENGINEERING 105 SOUTH PARK AVE	12/04/18	12.00	EA				
HUB CITY TRANSIT 1419 WEST PINE STREET	12/04/18	12.00	EA				
TRAFFIC/CONSTRUC 125 WALMUT STREET 12 MONTHS @	12/04/18	12.00	EA				

TOTAL BID PRICE _____

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 PURCHASE ORDER
 POINT OF CONTACT:

MCGINTY, DESTINY
 MINUTE BOOK #
 VENDOR # 90070437

VENDOR MAILING:
 ULINE
 2200 S LAKESIDE DR
 WAUKEGAN IL 60085-8361

CITY OF HATTIESBURG
 PURCHASE ORDER
 SALES TAX ID# 64-6000432

SHIP TO:
 CITY OF HATTIESBURG
 HATTIESBURG POLICE DEPARTMENT-DESTINY M.
 300 KLONDYKE STREET
 HATTIESBURG MS 39401

Page Date 12/20/18
 PO No. 185384
 Req No. 2769

PROJECT LINE: BARRICADES
 Account #

PROCESSING CODE:
 SEND METHOD 1 (800)2955571

Description	QTY	UM	UNIT COST	TOTAL COST
019100.7399		EA	87.0000	8,700.00
STEEL BARRICADES				
STEEL GALVANIZED BARRICADE W/ BRIDGE FOOT APPROXIMATELY	100.00			
8'7"X43"H OR 8 1/2'X40"H				

TOTAL CONTRACT AMOUNT NOT TO EXCEED 8,700.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/19/18
Order Number 2769 00ULINE
2200 S LAKESIDE DR
WAUKEGAN IL 60085-8361Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Jandel K

Phone Number 601 5454512

SIGNATURE *JK* DATE 12/19/2018

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BARRICADES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STEEL BARRICADES STEEL GALVANIZED BARRICADE W/ BRIDGE FOOT APPROXIMATELY 8' 7" LX 43" H OR 8 1/2' X 40" H	12/19/18	100.00	EA	87.00	8700.00	4-5 business days	

TOTAL BID PRICE 8700.00

approved 12/20/2018
Antony T. Lee



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/19/18
Order Number 2769 00MUNICO CORP
dba TRAFFIC SAFETY WAREHO
PO BOX 1125
DEERFIELD IL 60015-1125CITY OF HATTIESBURG
PURCHASING DIVISION
230 W FRONT ST. 2ND FLOOR
PO BOX 1388
HATTIESBURG MS 39401

Mail To:

Phone Number 601 5454512

PRINTED NAME

Shannonhead

SIGNATURE

Shannonhead DATE 12/19/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BARRICADES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended	Delivery Date	Expired Date
STEEL BARRICADES STEEL GALVANIZED BARRICADE W/ BRIDGE FOOT APPROXIMATELY 8 7" LX 43" H OR 8 1/2' X 40" H	12/19/18	100.00	EA	95.84	9,584.00	12/19/18	1/18/19

TOTAL BID PRICE

9,584.00



City of Hattiesburg, MS

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

Master

File Number: 2019-020

File ID: 2019-020

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Acknowledge receipt of Audited Financial Statements of City of Hattiesburg Combined Water & Sewer System for fiscal year ending 9/30/2017

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg Combined Water and Sewer System for the fiscal year ending September 30, 2017, from Topp McWhorter Harvey PLLC.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: COH Water and Sewer Report FY 2017 Final

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-020

Title

Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg Combined Water and Sewer System for the fiscal year ending September 30, 2017, from Topp McWhorter Harvey PLLC.

Summary

Acknowledge receipt of Audited Financial Statements for the City of Hattiesburg Combined Water & Sewer System for fiscal year ending 9/30/2017.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

FINANCIAL STATEMENTS

Year Ended September 30, 2017

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the accompanying financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System (the System), the proprietary fund included in the basic financial statements of the City, as of and for the year ended September 30, 2017, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the City of Hattiesburg Combined Water and Sewer System as of September 30, 2017, and the changes in its financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

The Reporting Entity

As described in Note 1, the financial statements present only the City of Hattiesburg, Mississippi Combined Water and Sewer System and do not purport to, and do not present fairly the financial position of the City of Hattiesburg, Mississippi, as of September 30, 2017, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Matters Related to Funding

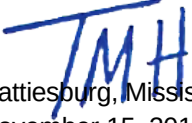
Subsequent to September 30, 2017, certain Federal and State grant reimbursements were delayed because of delinquency in submission of City annual financial reports. In addition, the City's credit rating was suspended in November 2016. Our opinion is not modified with respect to these matters.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Other Matters

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.



Hattiesburg, Mississippi
November 15, 2018

EXHIBIT A

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

CURRENT ASSETS

Cash and cash equivalents - unrestricted	\$ 9,667,411
Cash with fiscal agent	26,414,781
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,848,880)	1,297,757
Due from governmental funds	152,764
Other receivables	57,000
Total current assets	<u>37,589,713</u>

NONCURRENT ASSETS

Capital Assets	
Land	321,243
Construction in progress	1,851,863
Infrastructure, net	100,513,737
Buildings and improvements, net	177,486
Machinery and equipment, net	544,169
Total noncurrent assets	<u>103,408,498</u>

<i>Total assets</i>	<u>140,998,211</u>
----------------------------	---------------------------

DEFERRED OUTFLOWS OF RESOURCES

Related to pensions	466,687
Prepaid bond insurance	<u>188,379</u>

<i>Total deferred outflows</i>	<u>655,066</u>
---------------------------------------	-----------------------

CURRENT LIABILITIES

Due to governmental funds	251,787
Sales tax payable	18,826
Accounts payable	804,147
Accrued wages and benefits	47,073
Accrued interest payable	534,456
Unamortized bond premium - current	45,384
Revenue bonds - current	2,830,000
General obligation bonds - current	2,111,000
General obligation note payable - current	96,001
Compensated absences - current	14,559
Total current liabilities	<u>6,753,233</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT A
PAGE TWO

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

NON-CURRENT LIABILITIES

Revenue bonds	\$ 57,945,000
General obligation bonds	10,300,000
General obligation note payable	24,683
Unamortized bond premium	347,033
Compensated absences	82,498
Net pension obligation	4,603,894
Other post employment benefits obligation	151,572
Customer meter deposits	
payable from restricted assets	1,416,755
Total non-current liabilities	<u>74,871,435</u>

<i>Total liabilities</i>	<u>81,624,668</u>
---------------------------------	-------------------

DEFERRED INFLOWS OF RESOURCES

Related to pensions	78,496
Deferred revenues	<u>617,189</u>

<i>Total deferred inflows</i>	<u>695,685</u>
--------------------------------------	----------------

NET POSITION

Net investment in capital assets	29,709,397
Restricted for debt service	7,685,090
Unrestricted	<u>21,938,437</u>

<i>Total net position</i>	<u>\$ 59,332,924</u>
----------------------------------	----------------------

EXHIBIT B

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED SEPTEMBER 30, 2017**

OPERATING REVENUES

Water charges	\$ 10,219,321
Sewer charges	10,320,408
Sewer connections	24,530
Turn-on fees	50,560
Taps	133,469
Total operating revenues	<u>20,748,288</u>

OPERATING EXPENSES

Personal services	2,925,767
Other services and charges	8,455,703
Supplies and expenses	946,462
Depreciation	3,666,108
Other operating expenses	379,330
Total operating expenses	<u>16,373,370</u>

OPERATING INCOME

4,374,918

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	99,295
Interest expense	(2,389,665)
Other revenues	200,116
Total non-operating revenues (expenses)	<u>(2,090,254)</u>

INCOME BEFORE TRANSFERS

2,284,664

Transfers out	<u>(306,908)</u>
---------------	------------------

CHANGE IN NET POSITION

1,977,756

NET POSITION - beginning

57,197,908

Prior period adjustment	157,260
-------------------------	---------

NET POSITION - beginning, as adjusted

57,355,168

NET POSITION - ending

\$ 59,332,924

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 1 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2017**

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 21,691,020
Payments to suppliers and service providers	(9,970,009)
Payments to employees for salaries and benefits	(2,392,737)
Net cash provided by operating activities	<u>9,328,274</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers from other funds	(306,908)
Net cash used by noncapital financing activities	<u>(306,908)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Principal payments - bonds and notes	(4,977,771)
Acquisition and construction of capital assets	(5,284,195)
Other receipts (payments)	200,116
Interest paid on capital debt	(2,622,595)
Net cash used by capital and related financing activities	<u>(12,684,445)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest Income	99,295
Net cash provided by investing activities	<u>99,295</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (3,563,784)

CASH AND CASH EQUIVALENTS - Beginning 39,645,976

CASH AND CASH EQUIVALENTS - Ending \$ 36,082,192

Displayed on Exhibit A as:

Cash and cash equivalents	\$ 9,667,411
Cash with fiscal agent	<u>26,414,781</u>
	<u>\$ 36,082,192</u>

EXHIBIT C
PAGE 2 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2017**

**RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES:**

OPERATING INCOME	\$	4,374,918
ADJUSTMENTS TO RECONCILE OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Depreciation expense		3,666,108
Changes in assets and liabilities:		
Decrease in accounts receivable - trade		738,399
(Increase) in other receivables		(57,000)
Decrease in prepaid insurance - bonds		41,781
Decrease in deferred outflows related to pensions		402,113
Increase in accounts payable		174,924
(Decrease) in other liabilities		(265,691)
Increase in wages and benefits payable		4,846
Increase in customer meter deposits		89,404
(Decrease) in sales tax payable		(13,029)
(Decrease) in due to other governmental funds		(139,528)
Increase in compensated absences		225,682
(Decrease) in net pension obligation		(214,722)
Increase in other post employment benefits		45,989
Increase in deferred inflows related to pensions		69,122
Increase in deferred revenues		184,958
Total adjustments		<u>4,953,356</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$	<u><u>9,328,274</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the City of Hattiesburg Combined Water and Sewer System (the System) is presented to assist in the understanding of the financial statements. The financial statements and notes are representations of the System's management, which is responsible for their integrity and objectivity.

Reporting Entity - These financial statements present only the activity of the System, which is a department of the City of Hattiesburg, and consists of all departmental accounting funds and activities that comprise the System. These financial statements do not include financial data for the City of Hattiesburg as a whole or its other departments and activities.

The System includes the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system. It is operated as an enterprise fund of the City of Hattiesburg (the City) and is therefore included in the City's annual financial statements. Enterprise fund types are proprietary funds used to account for operations that are financed and operated in a manner similar to private business enterprises. Enterprise funds are utilized when the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Enterprise funds are also utilized where the governing body has decided the periodic determination of revenues earned, expenses incurred, and net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - The System's financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The System uses internal accounting funds for budgetary and management purposes and to distinguish accounts by function or activity. These internal funds do not represent accounting funds as defined under U.S. generally accepted accounting principles, but instead are departments within the enterprise fund, which includes all System accounts. As a general rule, the effect of the System's interfund activity has been eliminated.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Operating revenues and expenses are distinguished from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods or services in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the System are charges to customers for sales and services. The System also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the System. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the System's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Cash Equivalents - For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables - Trade accounts receivable are attributable to customers' unpaid balances at year-end for charges for services. The System estimates the allowance for doubtful water and sewer account balances based upon a review of balances and status of customer accounts and upon consideration of historical collection trends and other factors.

Prepaid Items - Any payments to vendors that reflect costs applicable to future accounting periods are presented as prepaid items in the statement of net position.

Capital Assets - Capital assets, including land, buildings, equipment, and infrastructure assets, that are purchased or constructed are recorded at historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

A capitalization threshold of \$5,000 is used for all capital assets with an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of an asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital asset additions or renovations is capitalized into construction in progress while the projects are in progress and included as part of the capitalized value of the relevant assets upon project completion.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

Water and sewer systems	18 - 50 years
Buildings and improvements	20 - 50 years
Machinery and equipment	5 - 10 years

Deferred Outflows of Resources - In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and is not recognized as an outflow of resources, or expense, until then. The System reports prepaid insurance on the Water and Sewer Revenue Bonds as a deferred outflow of resources. In addition, the System reports certain amounts related to pensions including contributions to the employee pension plan subsequent to the measurement date of the actuarial valuation for the plan, as deferred outflows of resources.

Deferred Inflows of Resources - Deferred inflows of resources are a separate financial statement element that represents an acquisition of net position or fund balance that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The System reports pension related items resulting from the difference between estimated and actual return on pension plan investments, which are being amortized over a five year period using the straight-line method, as deferred inflows of resources. The System also reports prepaid revenues from cell tower contracts, which are being amortized over a fifteen year period using the straight-line method, as deferred inflows of resources.

Long-term Bonds - Bonds payable are reported net of applicable bond premiums or discounts. Such discounts and premiums are amortized over the life of the related bonds. Bond issuance costs, other than prepaid insurance costs, are recognized as expenses in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expenses over the duration of the related debt.

Net Pension Liability - For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the System's pension plans and additions to/deductions from the plan's net position have been determined on the same basis as they are reported by Public Employees' Retirement System of Mississippi. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOUR
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Compensated Absences - It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay is accrued when incurred.

Net Position - The System's statement of net position presents financial information on all of the System's assets, liabilities and deferred inflows and outflows of resources, with the difference reported as net position. Net position invested in capital assets is presented net of related debt and consists of capital assets net of accumulated depreciation, reduced by the outstanding balances (excluding unspent proceeds) of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use either through enabling legislation, laws or regulations of other governments, or by external groups such as creditors, grantors, or contributors. The residual component of net position is reported as unrestricted.

Budgets and Budgetary Accounting - The System's annual budget is included in the legally adopted budget of the City. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expense categories; however, any revisions that alter the total expenses of any budgeted fund must be approved by the City Council. Cumulative increases to departmental expenses in excess of 10% must also be published in the local newspaper.

Each internal accounting fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenses are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, and debt service. This constitutes the legal level of control. Expenses may not exceed appropriations at this level.

Encumbrances arise from the issuance of purchase orders, which must be within the adopted budgetary limits. Encumbrances are recorded when purchase orders are issued but are not considered expenses until liabilities for payments are incurred upon receipt of goods or services. Encumbrances do not lapse at the close of the fiscal year but are carried forward. (If necessary, subsequent year budgets are amended to cover prior year encumbrances.)

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This affects the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses recognized during the reporting period. Actual results could differ from these estimates. Significant estimates include useful lives and any indicated impairment of capital assets, the allowance for doubtful customer accounts receivable, and liabilities for the employee health insurance plan, pensions, and other postemployment benefits and the current and long-term portions of compensated absences.

NOTE 2 - PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the Statement of Revenues, Expenses, and Changes in Net Position is presented below:

<u>Explanation</u>	<u>Amount</u>
<i>Correction of Error:</i>	
To adjust other liabilities balance from prior years	\$ 265,691
To adjust compensated absences balance	<u>(108,431)</u>
	<u>\$ 157,260</u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 3 - DEPOSITS

Deposits - Pursuant to City policy, the City maintains System depository accounts in financial institutions which are approved as public depositories under the Mississippi Statewide Public Funds Collateral Program. Under this program, which is administered by the Office of the State Treasurer, financial institutions holding deposits of public funds must pledge securities as collateral against those deposits, and such collateral is held in the name of the State Treasurer under provision of Section 27-105-5, Miss. Code Ann. (1972). In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC). Through the Statewide Public Funds Collateral Program, the System's funds are protected from custodial credit risk that, in the event of a financial institution's failure, the System's deposits may not be returned to it. As of September 30, 2017, the System's deposits in financial institutions were not exposed to custodial credit risk because all deposits were in financial institutions approved under the State Treasurer's collateral pool program.

The carrying amount of the System's deposits with financial institutions was \$9,666,811 as of September 30, 2017, including \$1,416,755 held for customer meter deposits.

Custodial Credit Risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institution's failure, the government's deposits may not be returned to it. The City does not have a deposit policy for custodial credit risk. As of September 30, 2017, the System's bank balance was not exposed to custodial credit risk.

Cash With Fiscal Agents - The System maintains balances in fiscal agent accounts held at approved State depositories. These balances represent amounts set aside for payment of debt service and related fees and expenses on revenue bonds, along with balance of unexpended proceeds of such bonds set aside for project construction under terms of underlying debt agreements. The carrying amount of the System's cash with fiscal agents at September 30, 2017 totaled \$26,414,781.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the System for the year ended September 30, 2017, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 315,243	\$ 6,000	\$ -	\$ 321,243
Construction in progress	5,262,259	5,232,124	(8,642,520)	1,851,863
Total capital assets not being depreciated	<u>5,577,502</u>	<u>5,238,124</u>	<u>(8,642,520)</u>	<u>2,173,106</u>
Capital assets being depreciated:				
Buildings and improvements	321,108	156,963	-	478,071
Machinery and equipment	9,023,210	42,200	-	9,065,410
Infrastructure	122,743,366	8,489,427	-	131,232,793
Total capital assets being depreciated	<u>132,087,684</u>	<u>8,688,590</u>	<u>-</u>	<u>140,776,274</u>
Less accumulated depreciation for:				
Buildings and improvements	298,325	2,260	-	300,585
Machinery and equipment	8,304,845	216,396	-	8,521,241
Infrastructure	27,271,604	3,447,452	-	30,719,056
Total accumulated depreciation	<u>35,874,774</u>	<u>3,666,108</u>	<u>-</u>	<u>39,540,882</u>
Total capital assets being depreciated, net	<u>96,212,910</u>	<u>5,022,482</u>	<u>-</u>	<u>101,235,392</u>
Capital assets, net	<u><u>\$ 101,790,412</u></u>	<u><u>\$ 10,260,606</u></u>	<u><u>\$ (8,642,520)</u></u>	<u><u>\$ 103,408,498</u></u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHT
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 5 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Balances due to the System from governmental funds of the City at September 30, 2017, consisted of the following:

<u>\$ 152,764</u>	Due from the City's General Fund for water and sewer revenues
<u><u>\$ 152,764</u></u>	<i>Total Due from Governmental Funds</i>

Balances due from the System to governmental funds of the City at September 30, 2017, consisted of the following:

\$ 8,435	Due to the City's General Fund for reimbursements of oil and gas expenses
8,500	Due to the City's General Fund for insurance expenses
8,289	Due to the City's General Fund for System debt payments
<u>226,563</u>	Due to the City's General Fund for trash and recycling fees
<u><u>\$ 251,787</u></u>	<i>Total Due to Governmental Funds</i>

The outstanding balances between System funds and other funds of the City result from the time lag between the dates that interfund goods and services are provided or reimbursable expenses occur and the dates that payments between funds are made. These interfund balances are generally settled within one year of the date incurred.

Interfund transfers made from the System to other funds of the City for the year ended September 30, 2017, were as follows:

\$ 250,000	Transferred to the City's General Fund for administrative costs
<u>56,908</u>	Transferred to the City's General Fund for workers compensation
<u><u>\$ 306,908</u></u>	<i>Total Transfers to Governmental Funds</i>

Interfund transfers are authorized components of the City's budget and are typically used to move unrestricted revenues to other funds to finance various programs for the City or to reimburse other funds for expenses paid on the System's behalf.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE NINE
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major System capital facilities. Although such general obligation bonds are backed by the full faith and credit of the City, this debt is expected to be repaid from System funds and is thus reported in the System's statement of net position in accordance with U.S. generally accepted accounting principles. General obligation bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 5 to 20 years. General obligation bonds outstanding for the System at September 30, 2017, were as follows:

<u>General Obligation Bonds</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2017</u>
Public Improvements	2010	\$ 7,500,000	2.75 - 3.80% *	2030	\$ 2,680,000
Public Improvements	2015	4,605,000	2.00 - 3.00% *	2024	3,990,000
Public Improvements	2016	7,125,000	1.60%	2021	<u>5,741,000</u>
					<u>\$ 12,411,000</u>

* Interest rates vary by maturity block of bonds.

Revenue Bonds

The City issues revenue bonds to provide funds for the acquisition and construction of System infrastructure and related improvements and system rehabilitation. These bonds are secured by System operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important parity debt requirements with the issuance of each new series of revenue bonds and require annual net revenue tests to be performed in accordance with the prescribed calculations.

Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 10 to 25 years. Revenue bonds outstanding at September 30, 2017, were as follows:

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Revenue Bonds	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/2017
W&S Revenue Project, Series 2012	2012	\$ 12,500,000	2.50 - 5.00% *	2032	\$ 10,095,000
W&S Refunding Bonds, Series 2014	2014	28,000,000	3.00 - 5.00% *	2038	27,850,000
W&S Refunding Bonds, Series 2016	2016	25,000,000	3.03%	2026	<u>22,830,000</u>
					<u>\$ 60,775,000</u>

* Interest rates vary by maturity block of bonds.

State Revolving Loan Fund (SRF) Note

In addition to general obligation and revenue bonds, the City has utilized financing available under the State of Mississippi Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects. Monthly principal and interest payments for the repayment of this note is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from System operating revenues, as authorized by the City's legally adopted budget. The SRF note outstanding at September 30, 2017, was as follows:

SRF Note	Sale Date	Original Borrowing	Interest Rate to Maturity	Final Maturity	Outstanding 9/30/2017
SRF #3	1999	\$ 1,293,195	4.50%	2019	<u>\$ 120,683</u>
					<u>\$ 120,683</u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Compensated Absences

The System accrues vested or accumulated vacation leave, holiday leave, and accrued overtime. The portion of such accrued compensated absences that is expected to be paid after one year is included in noncurrent liabilities. In accordance with the provisions of applicable accounting standards, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. Accrued compensated absences at September 30, 2017, consisted of the following:

Accrued vacation pay	\$ 96,403
Accrued overtime pay	<u>654</u>
<i>Total compensated absences</i>	<u><u>\$ 97,057</u></u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWELVE
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Changes in Long-Term Liabilities

Changes in the System's long-term liabilities for the year ended September 30, 2017, were as follows:

	Balance 9/30/2016	Additions	Reductions	Adjustments	Balance 9/30/2017	Due Within One Year
Bonds and notes payable:						
General obligation bonds	\$ 14,480,000	\$ -	\$ (2,069,000)	\$ -	\$ 12,411,000	\$ 2,111,000
Revenue bonds	63,510,000	-	(2,735,000)	-	60,775,000	2,830,000
State revolving loan fund note	294,454	-	(173,771)	-	120,683	96,001
Unamortized premium on bonds	437,801	-	(45,384)	-	392,417	45,384
Total bonds and notes payable	<u>78,722,255</u>	<u>-</u>	<u>(5,023,155)</u>	<u>-</u>	<u>73,699,100</u>	<u>5,082,385</u>
Compensated absences	<u>28,635</u>	<u>-</u>	<u>(40,009)</u>	<u>108,431</u>	<u>97,057</u>	<u>14,559</u>
Long-term liabilities	<u><u>\$ 78,750,890</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (5,063,164)</u></u>	<u><u>\$ 108,431</u></u>	<u><u>\$ 73,796,157</u></u>	<u><u>\$ 5,096,944</u></u>

Note: Adjustments represent corrections to compensated absences related to the prior year.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

The debt service requirements for the System's bonds and notes are as follows:

Year Ending September 30,	G.O. Bonds and Notes		State Revolving Loan Fund Note	
	Principal	Interest	Principal	Interest
2018	\$ 2,111,000	\$ 264,555	\$ 96,001	\$ 3,467
2019	2,159,000	225,154	24,682	185
2020	2,206,000	184,665	-	-
2021	2,260,000	145,109	-	-
2022	815,000	101,359	-	-
2023-2027	2,095,000	247,370	-	-
2028-2030	765,000	49,813	-	-
Total	\$ 12,411,000	\$ 1,218,025	\$ 120,683	\$ 3,652

Year Ending September 30,	Revenue Bonds		Total Bonds and Notes	
	Principal	Interest	Principal	Interest
2018	\$ 2,830,000	\$ 2,211,892	\$ 5,037,001	\$ 2,479,914
2019	3,010,000	2,124,593	5,193,682	2,349,932
2020	3,155,000	2,032,550	5,361,000	2,217,215
2021	3,240,000	1,936,961	5,500,000	2,082,070
2022	3,535,000	1,836,225	4,350,000	1,937,584
2023-2027	20,025,000	7,134,011	22,120,000	7,381,381
2028-2032	11,230,000	4,385,531	11,995,000	4,435,344
2033-2037	9,350,000	2,197,838	9,350,000	2,197,838
2038-2039	4,400,000	212,819	4,400,000	212,819
Total	\$ 60,775,000	\$ 24,072,420	\$ 73,306,683	\$ 25,294,097

During the year ended September 30, 2017, interest expense paid for the System's long-term liabilities totaled \$2,389,665.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 7 - COMMITMENTS AND CONTINGENCIES

At September 30, 2017, the balance outstanding on construction projects in progress was as follows:

Water & Sewer Projects	\$ <u>703,100</u>
------------------------	-------------------

USA Yeast Facility - During fiscal year 2015, the City completed construction of a wastewater pretreatment facility, or evaporator plant for a manufacturing facility located within the City. Project costs were funded with CDBG Economic Development Grant funds and with private funds provided by the manufacturer. Under the terms of the grant agreement, the City has title to assets constructed with grant funds, and the manufacturing company owns the assets constructed with its funds. Pursuant to an agreement between the City and the company and to terms of the CDBG grant agreement, title to the equipment and components will transfer to the company upon expiration of the agreement on December 31, 2021. In conjunction with this project, the City has a ground lease for company property on which the evaporator plant is located. This lease requires payment of \$1 per year and expires December 31, 2021.

Mississippi Department of Environmental Quality Consent Order - Stipulated Order Terminating Amended Consent Judgment - In August 2017, GRN, the City and MDEQ, the parties involved in the rehabilitation and improvement of the City's sewer system mandated under the Amended Agreed Order, negotiated a settlement. Pursuant to this settlement, a conditional Stipulated Order Terminating Amended Consent Judgment (the Stipulated Order) was entered on August 23, 2017. Terms of the Stipulated Order include submission of a revised permit request for the South Lagoon which incorporates certain monitoring requirements. Upon issuance of the amended permit and entry of a separate Agreed Order by the Mississippi Commission on Environmental Quality establishing a stipulated penalty of \$1,500 per day for future violations, the Amended Consent Judgment will automatically terminate. The stipulated order further requires the City to provide certain effluent and performance information to GRN for a limited time.

As a result, the litigation aspect of this matter is conditionally concluded, and the City is also conditionally no longer liable for unpaid fines, penalties or construction obligations under the Amended Consent Judgment, subject to the City complying with terms of the Stipulated Order. The Stipulated Order precludes the City from having to immediately move forward to construct a fully mechanical wastewater treatment plant at an estimated cost exceeding \$150 million, as was required by the Amended Consent Judgment. As a result of relief granted under the Stipulated Order, the City has suspended certain project elements that were in development and design stages in prior years. The City expects that it will continue its efforts to improve the performance of the existing lagoon treatment system and also expects that modifications to the system may be recommended, potentially requiring additional capital outlays. However, the cost of any such improvements and modifications is not determinable at this time.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIFTEEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 7 - COMMITMENTS AND CONTINGENCIES (Cont.)

Litigation - The City is party to various legal proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi. The City includes anticipated attorney fees for ongoing matters in its annual budget for the year in which such fees are incurred.

Federal Grants - In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

Group Insurance Programs - The City obtains its workers' compensation, general and automobile liability insurance through certain group insurance programs of the Mississippi Municipal Service Company. Under these programs and pursuant to State of Mississippi regulations, participants are jointly and severally liable for claims incurred; however, the City has experienced no loss under such provisions and cannot reasonably estimate the amount or possibility of losses under these programs.

Self-Funded Health Insurance Program - The City provides health insurance to its employees under a self-insured program, as previously described. The City obtains reinsurance to protect against significant loss; however, under the terms of such reinsurance policies, the City is ultimately responsible for covered claims. While the City estimates and recognizes expected claims liabilities related to this program, the amount or possibility of any additional loss cannot be reasonably estimated.

NOTE 8 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. The City does not issue a publicly available financial report for the health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has a postemployment healthcare benefit reportable under GASB Statement 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions* (OPEB), as a single employer defined benefit health care plan. The City has allocated \$151,572 of its OPEB liability to the System as of September 30, 2017, based on proportionate health insurance program costs.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIXTEEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 9 - DEFINED BENEFIT PENSION PLAN

Plan Description

System personnel are employees of the City and, as such, participate in the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan administered by the PERS System Board of Trustees. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions and the Board of Trustee's authority to determine contribution rates are established by State law and may be amended only by the State of Mississippi Legislature. The PERS System issues a publically available Comprehensive Annual Financial Report that includes financial information of the administered plans. That information may be obtained by writing to Public Employees Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS. Financial reports are also available on the PERS System website at www.pers.ms.gov.

Participation and Funding Policy

The PERS System Board of Trustees establishes contribution rates for the PERS plan. Membership for the City's employees is a condition of employment, and eligibility is granted to those who qualify upon hiring. As specified by the Board of Trustees, members are required to contribute a percentage of their annual covered salary (9.00% since July 1, 2010) and the City is required to contribute at an actuarially determined rate, currently 15.75% of annual covered payroll. The System's allocated share of the City's contributions to PERS for the year ended September 30, 2017, totaled \$273,490. As of September 30, 2017, \$6,002 was payable to PERS for current employer contributions, to be remitted in the following month.

Pension Liability and Pension Expense

At September 30, 2017, the City has allocated \$4,603,894 of its proportionate share of the collective net pension liability of the Cost-sharing Plan to the System based on the System's proportionate share of pension costs. The pension expense recognized by the System for the year ended September 30, 2017, totaled \$476,524.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVENTEEN
YEAR ENDED SEPTEMBER 30, 2017**

NOTE 9 - DEFINED BENEFIT PENSION PLAN (Cont.)

Deferred Outflows and Inflows of Resources Related to Pensions

At September 30, 2017, the System reported \$466,687 of deferred outflows of resources related to pensions and \$78,496 of deferred inflows of resources related to pensions, as its proportionate share of the City's total deferred items related to pensions. These amounts will be recognized as a reduction of the net pension liability in the year ending September 30, 2018. Other amounts reported as deferred outflows or resources and deferred inflows of resources related to pensions will be recognized as an addition to or (reduction of) pension expense over the next 4 years.

NOTE 10 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2017 through November 15, 2018, as that date is the date the audited financial statements were available to be issued. Significant subsequent events are described below:

Matters Related to Funding

Subsequent to September 30, 2017, certain Federal and State grant reimbursements were delayed because of delinquency in submission of City annual financial reports. In addition, the City's credit rating was suspended in November 2016.



City of Hattiesburg, MS

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

Master

File Number: 2019-016

File ID: 2019-016

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2019

Brief Title: Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2018, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2018, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Audit Letter from Suzanne E. Smith, CPA, PLLC, 12-21-18, Hattiesburg Public School District Audited Financial Statements for the Year Ended June 30, 2018

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-016

Title

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2018, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Summary

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2018, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SUZANNE E. SMITH, CPA, PLLC

AUDITING AND ACCOUNTING SERVICES

sesmithcpa@msn.com

December 21, 2018

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

Council Members:

Enclosed is a copy of the report for the Single Audit of Hattiesburg Public School District for the year ended June 30, 2018. My contract with the district requires that you receive a copy of this report. This report has been reviewed by the Office of the State Auditor. If you need anything else from me, please let me know.

Sincerely yours,

A handwritten signature in blue ink that reads "Suzanne E. Smith, CPA". The signature is fluid and cursive, with the letters "Suzanne" and "Smith" being more prominent.

Suzanne E. Smith, CPA
Suzanne E. Smith, CPA, PLLC

HATTIESBURG PUBLIC SCHOOL DISTRICT

Audited Financial Statements
For the Year Ended June 30, 2018

HATTIESBURG PUBLIC SCHOOL DISTRICT
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INDEPENDENT AUDITOR'S REPORT

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
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INDEPENDENT AUDITOR'S REPORT

Superintendent and School Board
Hattiesburg Public School District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District, as of June 30, 2018, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and

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analysis, budgetary comparison information, the Schedule of the District's Proportionate Share of the Net Pension Liability, the Schedule of District Contributions (PERS), the Schedule of the District's Proportionate Share of the Net OPEB Liability, and the Schedule of District Contributions (OPEB) on pages 7-14, 59-61, 65-67, and 69-71, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

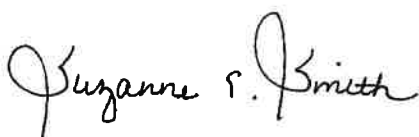
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Public School District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds, and the other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

The other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 3 2018, on our consideration of the Hattiesburg Public School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hattiesburg Public School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hattiesburg Public School District's internal control over financial reporting and compliance.



Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 3, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

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The following discussion and analysis of Hattiesburg Public School District's financial performance provides an overview of the School District's financial activities for the year ended June 30, 2018. The intent of this discussion and analysis is to look at the School District's performance as a whole. Readers are encouraged to review the financial statements and the notes to the financial statements to enhance their understanding of the School District's financial performance.

FINANCIAL HIGHLIGHTS

- Total net position for 2018 increased \$1,274,816, including a prior period adjustment of (\$4,285,502), which represents a 4% increase from fiscal year 2017. Total net position for 2017 increased \$544,287, including a prior period adjustment of (\$134,461), which represents a 1.71% increase from fiscal year 2016.
- General revenues amounted to \$39,108,663 and \$38,916,120, or 79% and 79% of all revenues for fiscal years 2018 and 2017, respectively. Program specific revenues in the form of charges for services and grants and contributions accounted for \$10,435,197, or 21% of total revenues for 2018, and \$10,447,538, or 21% of total revenues for 2017.
- The District had \$43,983,542 and \$48,684,910 in expenses for fiscal years 2018 and 2017; only \$10,435,197 for 2018 and \$10,447,538 for 2017 of these expenses was offset by program specific charges for services, grants and contributions. General revenues of \$39,108,663 for 2018 and \$38,916,120 for 2017 were adequate to provide for these programs.
- Among major funds, the General Fund had \$36,415,530 in revenues and \$31,096,997 in expenditures for 2018, and \$35,903,572 in revenues and \$30,321,527 in expenditures in 2017. The General Fund's fund balance increased by \$4,496,090, including a prior period adjustment of \$5,959 and a decrease in inventory of \$81,494, from 2017 to 2018, and increased by \$5,036,505, including a prior period adjustment of (\$26,012) and an increase in inventory of \$47,208, from 2016 to 2017.
- Capital assets, net of accumulated depreciation, decreased by \$969,990 for 2018 and decreased by \$1,127,656 for 2017. The decrease for 2018 was due to the increase in accumulated depreciation.
- Long-term debt, including compensated absences payable, decreased by \$2,938,992 for 2018 and decreased by \$2,408,870 for 2017. This decrease for 2018 was due primarily to principal payments on outstanding long-term debt. The liability for compensated absences increased by \$11,301 for 2018 and decreased by \$13,454 for 2017.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the District's basic financial statements, which include government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains required supplementary information, supplementary information, and other information.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the District's finances. These statements consist of the Statement of Net Position and the Statement of Activities, which are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position presents information on all the District's nonfiduciary assets, deferred outflows, liabilities, and deferred inflows, with the differences between them reported as "net position." Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial position is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the

most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, non-instructional, sixteenth section, pension expense, OPEB expense, and interest on long-term liabilities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds – Most of the District's general activities are reported in its governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental funds are accounted for using the modified accrual basis of accounting and the flow of current financial resources measurement focus. The approach focuses on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at year end. The governmental fund statements provide a detailed view of the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may gain a better understanding of the long-term impact of the District's near-term financing decisions. The governmental funds Balance Sheet is reconciled to the Statement of Net Position, and the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances is reconciled to the Statement of Activities to facilitate this comparison between governmental funds and governmental activities.

The District maintains individual governmental funds in accordance with the *Financial Accounting Manual for Mississippi Public School Districts*. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for all major funds. All non-major funds are combined and presented in these reports as other governmental funds.

Fiduciary funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because resources of those funds are not available to support the District's own programs. These funds are reported using the accrual basis of accounting. The school district is responsible for ensuring that the assets reported in these funds are used for their intended purpose.

Reconciliation of Government-wide and Fund Financial Statements

The financial statements include two schedules that reconcile the amounts reported on the governmental funds financial statements (modified accrual basis of accounting) with government-wide financial statements (accrual basis of accounting). The following summarizes the major differences between the two statements:

Capital assets used in governmental activities are not reported on governmental funds financial statements.

Capital outlay spending results in capital assets on government-wide financial statements, but is reported as expenditures on the governmental funds financial statements.

Bond and note proceeds result in liabilities on government-wide financial statements, but are recorded as other financing sources on the governmental funds financial statements.

A net pension liability and net OPEB liability result in liabilities on the government-wide financial statements but are not reported on governmental funds financial statements.

Certain other outflows represent either increases or decreases in liabilities on the government-wide financial statements, but are reported as expenditures on the governmental funds financial statements.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents budgetary comparison schedules, Schedule of the District's Proportionate Share of the Net Pension Liability, Schedule of District Contributions (PERS), Schedule of the District's Proportionate Share of the Net OPEB Liability, and Schedule of District Contributions (OPEB) as required supplementary information. The District adopts an annual operating budget for all governmental funds. A budgetary comparison schedule has been provided for the General Fund and each additional major special revenue fund as required by the Governmental Accounting Standards Board.

Supplementary Information

Additionally, a Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and a Schedule of Instructional, Administrative and Other Expenditures for governmental funds can be found in this report.

Other Information

Although not a required part of the basic financial statements, the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years, is presented for purposes of additional analysis as required by the Mississippi Department of Education.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position

Net position may serve over time as a useful indicator of the District's financial position. Liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$30,026,189 as of June 30, 2018.

The District's financial position is a product of several financial transactions including the net result of activities, the acquisition and payment of debt, the acquisition and disposal of capital assets and the depreciation of capital assets.

Table 1 presents a summary of the District's net position at June 30, 2018 and June 30, 2017.

Table 1
Condensed Statement of Net Position

	June 30, 2018	June 30, 2017	Percentage Change
Current assets	\$ 14,325,367	\$ 10,251,185	39.74 %
Restricted assets	5,022,726	4,960,744	1.25 %
Capital assets, net	29,443,224	30,413,214	-3.19 %
Total assets	48,791,317	45,625,143	6.94 %
 Deferred outflows of resources	 7,895,995	 14,118,056	 -44.07 %
Current liabilities	350,642	976,747	-64.10 %
Long-term debt outstanding	9,072,917	12,052,898	-24.72 %
Net pension liability	61,157,467	76,594,387	-20.15 %
Net OPEB liability	3,833,927	-	N/A %
Total liabilities	74,414,953	89,624,032	-16.97 %
 Deferred inflows of resources	 12,298,548	 1,420,172	 765.99 %
 Net position:			
Net investment in capital assets	24,549,009	23,081,251	6.36 %
Restricted	8,427,790	8,180,797	3.02 %
Unrestricted	(63,002,988)	(62,563,053)	-0.70 %
Total net position	\$ (30,026,189)	\$ (31,301,005)	4.07 %

Additional information on unrestricted net position:

In connection with the application of standards on accounting and financial reporting for pensions and OPEB, management presents the following additional information:

Total unrestricted net position (deficit)	\$ (63,002,988)
Less unrestricted deficit in net position resulting from recognition of the net pension liability and net OPEB liability including the related deferred outflows and deferred inflows	69,399,061
Unrestricted net position, exclusive of the net pension liability and net OPEB liability effect	<u>\$ 6,396,073</u>

The following are significant current year transactions that have had an impact on the Statement of Net Position.

- Decrease in net capital assets in the amount of \$969,990.
- The principal retirement of \$2,950,293 of long-term debt.
- Implementation of GASB 75 which resulted in the recognition of a net OPEB liability in the amount of \$3,833,927.

Changes in net position

The District's total revenues for the fiscal years ended June 30, 2018 and June 30, 2017 were \$49,543,860 and \$49,363,658, respectively. The total cost of all programs and services was \$43,983,542 for 2018 and \$48,684,910 for 2017.

Table 2 presents a summary of the changes in net position for the fiscal years ended June 30, 2018 and June 30, 2017.

Table 2
Changes in Net Position

	Year Ended June 30, 2018	Year Ended June 30, 2017	Percentage Change
Revenues:			
Program revenues:			
Charges for services	\$ 466,597	\$ 461,540	1.10 %
Operating grants and contributions	9,960,100	9,980,498	(0.20) %
Capital Grants and Contributions	8,500	5,500	54.55 %
General revenues:			
Property taxes	19,079,046	19,090,030	(0.06) %
Grants and contributions not restricted	19,429,067	19,481,080	(0.27) %
Investment earnings	353,731	97,992	260.98 %
Sixteenth section sources	70,967	81,001	(12.39) %
Other	175,852	166,017	5.92 %
Total revenues	49,543,860	49,363,658	0.37 %
Expenses:			
Instruction	20,089,164	20,442,656	(1.73) %
Support services	15,321,086	14,831,225	3.30 %
Non-instructional	2,975,682	3,314,096	(10.21) %
Sixteenth section	16,282	10,649	52.90 %
Pension expense	4,962,964	9,601,976	(48.31) %
OPEB expense	125,553	-	N/A %
Interest on long-term liabilities	492,811	484,308	1.76 %
Total expenses	43,983,542	48,684,910	(9.66) %
Increase (Decrease) in net position	5,560,318	678,748	719.20 %
Net Position, July 1, as previously reported	(31,301,005)	(31,845,292)	1.71 %
Prior Period Adjustment	(4,285,502)	(134,461)	(3,087.17) %
Net Position, July 1, as restated	(35,586,507)	(31,979,753)	(11.28) %
Net Position, June 30	\$ (30,026,189)	\$ (31,301,005)	4.07 %

Governmental activities

The following table presents the cost of seven major District functional activities: instruction, support services, non-instructional, sixteenth section, pension expense, OPEB expense and interest on long-term liabilities. The table also shows each functional activity's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost presents the financial burden that was placed on the State and District's taxpayers by each of these functions.

Table 3
Net Cost of Governmental Activities

	Total Expenses		Percentage Change
	2018	2017	
Instruction	\$ 20,089,164	\$ 20,442,656	(1.73) %
Support services	15,321,086	14,831,225	3.30 %
Non-instructional	2,975,682	3,314,096	(10.21) %
Sixteenth section	16,282	10,649	52.90 %
Pension Expense	4,962,964	9,601,976	(48.31) %
OPEB Expense	125,553	-	N/A %
Interest on long-term liabilities	492,811	484,308	1.76 %
Total expenses	\$ 43,983,542	\$ 48,684,910	(9.66) %

	Net (Expense) Revenue		Percentage Change
	2018	2017	
Instruction	\$ (16,687,855)	\$ (16,857,240)	1.00 %
Support services	(11,749,110)	(11,810,577)	0.52 %
Non-instructional	345,290	386,890	(10.75) %
Sixteenth section	(16,282)	(10,649)	(52.90) %
Pension Expense	(4,962,964)	(9,601,976)	48.31 %
OPEB Expense	(125,553)	-	N/A %
Interest on long-term liabilities	(351,871)	(343,820)	(2.34) %
Total net (expense) revenue	\$ (33,548,345)	\$ (38,237,372)	12.26 %

- Net cost of governmental activities [(\$33,548,345) for 2018 and (\$38,237,372) for 2017] was financed by general revenue, which is primarily made up of property taxes (\$19,079,046 for 2018 and \$19,090,030 for 2017) and state and federal revenues (\$19,429,067 for 2018 and \$19,481,080 for 2017). In addition, there was \$70,967 and \$81,001 in Sixteenth Section sources for 2018 and 2017, respectively.
- Investment earnings amounted to \$353,731 for 2018 and \$97,992 for 2017.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on current inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The financial performance of the District as a whole is reflected in its governmental funds. As the District completed the year, its governmental funds reported a combined fund balance of \$19,156,592, an increase of \$4,724,871, which includes a prior period adjustment of \$5,959 and a decrease in inventory of \$104,617. \$6,961,108 or 36% of the fund balance is unassigned, which represents the residual classification for the General Fund's fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The remaining fund balance of \$12,195,484 or 64% is either nonspendable, restricted, committed or assigned to indicate that it is not available for spending except only for the purposes to which it is restricted, committed or assigned.

The General Fund is the principal operating fund of the District. The increase in fund balance in the General Fund for the fiscal year was \$4,496,090, which includes a prior period adjustment of \$5,959 and a decrease in reserve for inventory of \$81,494. The fund balance of Other Governmental Funds showed an increase in the amount of \$264,041, which includes a decrease in reserve for inventory of \$23,123. The increase (decrease) in the fund balances for the other major funds were as follows:

<u>Major Fund</u>	<u>Increase (Decrease)</u>
Title I-A Fund	no increase or decrease
IDEA Part B Fund	no increase or decrease
16th Section Principal Fund	\$ (35,260)

BUDGETARY HIGHLIGHTS

During the year, the District revised the annual operating budget. Budget revisions were made to address and correct the original budgets to reflect more accurately the sources and uses of funding for the School District.

A schedule showing the original and final budget amounts compared to the District's actual financial activity for the General Fund and each major special revenue fund is provided in this report as required supplementary information.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. As of June 30, 2018, the District's total capital assets were \$54,971,063, including land, school buildings, building improvements, buses, other school vehicles, and furniture and equipment. This amount represents a decrease of \$900,751 from 2017. Total accumulated depreciation as of June 30, 2018, was \$25,527,839, and total depreciation expense for the year was \$1,181,915, resulting in total net capital assets of \$29,443,224.

Table 4
Capital Assets, Net of Accumulated Depreciation

	<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>Percentage Change</u>
Land	\$ 522,861	\$ 522,861	0.00 %
Buildings	22,496,555	23,131,310	(2.74) %
Building improvements	1,081,012	1,146,507	(5.71) %
Improvements other than buildings	4,253,749	4,492,730	(5.32) %
Mobile equipment	817,508	817,296	0.03 %
Furniture and equipment	271,539	302,510	(10.24) %
Total	\$ 29,443,224	\$ 30,413,214	(3.19) %

Additional information on the District's capital assets can be found in Note 5 included in this report.

Debt Administration. At June 30, 2018, the District had \$9,046,338 in outstanding long-term debt, of which \$1,559,270 is due within one year. The liability for compensated absences increased \$11,301 from the prior year.

The District maintains a Ba1 bond rating.

Table 5
Outstanding Long-Term Debt

	<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>Percentage Change</u>
General obligation bonds payable	\$ 1,155,000	\$ 2,530,000	(54.35) %
Limited obligation bonds payable	-	1,177,000	(100.00) %
Three mill notes payable	1,640,000	1,995,000	(17.79) %
Shortfall notes payable	44,270	87,563	(49.44) %
Qualified school construction bonds payable	6,000,000	6,000,000	0.00 %
Compensated absences payable	207,068	195,767	5.77 %
Total	\$ 9,046,338	\$ 11,985,330	(24.52) %

Additional information on the District's long-term debt can be found in Note 6 included in this report.

CURRENT ISSUES

The Hattiesburg Public School District is financially stable. The District is proud of its community support of the public schools. The district has committed itself to financial excellence for many years. The District plans to continue its sound financial management to meet the challenges and to embrace the opportunities of the future.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have any questions about this report or need additional financial information, contact the Superintendent's Office of the Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, Mississippi 39403.

FINANCIAL STATEMENTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Net Position
June 30, 2018

Exhibit A

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 12,147,181
Cash with fiscal agents	195
Due from other governments	1,982,085
Other receivables, net	19,091
Prepaid items	79,108
Inventories	97,707
Restricted assets	5,022,726
Capital assets, net of accumulated depreciation	29,443,224
Total Assets	<u>48,791,317</u>
Deferred Outflows of Resources	
Deferred amount on refunding	5,114
Deferred outflows - pensions	7,727,435
Deferred outflows - OPEB	163,446
Total deferred outflows of resources	<u>7,895,995</u>
Liabilities	
Accounts payable and accrued liabilities	72,935
Interest payable on long-term liabilities	159,141
Unearned revenue	118,566
Long-term liabilities, due within one year:	
Capital related liabilities	1,068,750
Non-capital related liabilities	490,520
Net OPEB liability	163,446
Long-term liabilities, due beyond one year:	
Capital related liabilities	3,804,000
Non-capital related liabilities	3,683,068
Unamortized bond premium	26,579
Net pension liability	61,157,467
Net OPEB liability	3,670,481
Total Liabilities	<u>74,414,953</u>
Deferred Inflows of Resources	
Deferred inflows - pensions	11,734,286
Deferred inflows - OPEB	564,262
Total deferred inflows of resources	<u>12,298,548</u>
Net Position	
Net investment in capital assets	24,549,009
Restricted for:	
Expendable:	
School-based activities	1,069,553
Debt service	4,394,349
Capital improvements	10,838
Unemployment benefits	41,400
Non-expendable:	
Sixteenth section	2,911,650
Unrestricted	(63,002,988)
Total Net Position	<u>\$ (30,026,189)</u>

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Activities

For the Year Ended June 30, 2018

Exhibit B

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	
Governmental Activities:				
Instruction	\$ 20,089,164	345,874	3,055,435	(16,687,855)
Support services	15,321,086	42,719	3,520,757	(11,749,110)
Non-instructional	2,975,682	78,004	3,242,968	345,290
Sixteenth section	16,282			(16,282)
Pension expense	4,962,964			(4,962,964)
OPEB expense	125,553			(125,553)
Interest on long-term liabilities	492,811		140,940	(351,871)
Total Governmental Activities	\$ 43,983,542	466,597	9,960,100	\$ (33,548,345)
General Revenues:				
Taxes:				
		General purpose levies		16,906,226
		Debt purpose levies		2,172,820
Unrestricted grants and contributions:				
		State		19,332,187
		Federal		96,880
		Unrestricted investment earnings		353,731
		Sixteenth section sources		70,967
		Other		175,852
		Total General Revenues		39,108,663
Change in Net Position				
		Net Position - Beginning, as previously reported		5,560,318
		Prior Period Adjustments		(31,301,005)
		Net Position - Beginning, as restated		(4,285,502)
		Net Position - Ending		(35,586,507)
				\$ (30,026,189)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Balance Sheet
June 30, 2018

Exhibit C

	Major Funds					Total Governmental Funds
	General Fund	Title I-A Fund	IDEA Part B Fund	16th Section Principal Fund	Other Governmental Funds	
Assets						
Cash and cash equivalents	\$ 9,507,711			144,141	2,639,470	12,291,322
Cash with fiscal agents				56,713	1,632,536	1,689,249
Investments				1,780,413	1,399,900	3,180,313
Due from other governments	471,426	630,337	273,884		606,438	1,982,085
Accrued interest receivable				5,586	3,632	9,218
Due from other funds	1,472,596	2,546			1,576	1,476,718
Advances to other funds				924,797		924,797
Inventories						
Prepaid items	79,108				97,707	97,707
Total assets	11,530,841	632,883	273,884	2,911,650	6,381,259	21,730,517
Liabilities and Fund Balances						
Liabilities:						
Accounts payable and accrued liabilities	45,037		4,534		23,364	72,935
Due to other funds	1,576	632,883	269,350		553,818	1,457,627
Advances from other Funds	924,797					924,797
Unearned revenue					118,566	118,566
Total Liabilities	971,410	632,883	273,884	0	695,748	2,573,925
Fund Balances:						
Nonspendable:						
Inventory					97,707	97,707
Prepaid items	79,108					79,108
Permanent fund principal				2,911,650		2,911,650
Restricted:						
Debt service					4,212,107	4,212,107
Capital improvement					10,838	10,838
Grant activities					892,738	892,738
Unemployment benefits					41,400	41,400
Assigned:						
Student activities	159,540					159,540
Capital improvement	3,200,000					3,200,000
Debt service					341,383	341,383
Instructional activities	43,738					43,738
Technology projects	115,937					115,937
Unemployment benefits					89,338	89,338
Unassigned	6,961,108					6,961,108
Total Fund Balances	10,559,431	0	0	2,911,650	5,685,511	19,156,592
Total Liabilities and Fund Balances	\$ 11,530,841	632,883	273,884	2,911,650	6,381,259	21,730,517

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2018**

Exhibit C-1

Total fund balances for governmental funds \$ 19,156,592

Amounts reported for governmental activities in the statement of Net Position are different because:

1. Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:

Land	\$ 522,861	
Buildings	38,814,103	
Building improvements	1,637,367	
Improvements other than buildings	6,731,081	
Mobile equipment	3,397,521	
Furniture and equipment	3,868,130	
Accumulated depreciation	<u>(25,527,839)</u>	29,443,224

2. Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net pension liability (61,157,467)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to pensions	7,727,435	
Deferred inflows of resources related to pensions	<u>(11,734,286)</u>	(65,164,318)

3. Some liabilities, including net OPEB obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net OPEB liability (3,833,927)

Deferred outflows and inflows of resources related to OPEB are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to OPEB	163,446	
Deferred inflows of resources related to OPEB	<u>(564,262)</u>	(4,234,743)

4. Long-term liabilities and related accrued interest are not due and payable in the current period and therefore are not reported in the funds:

General obligation bonds	(1,155,000)	
Three mill notes payable	(1,640,000)	
Shortfall notes payable	(44,270)	
Qualified school construction bonds payable	(6,000,000)	
Unamortized bond premium	(26,579)	
Unamortized deferred amounts on refunding	5,114	
Compensated absences payable	(207,068)	
Accrued interest payable	<u>(159,141)</u>	(9,226,944)

Net Position of governmental activities

\$ (30,026,189)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Year Ended June 30, 2018

Exhibit D

	Major Funds				Other	Total
	General Fund	Title I-A Fund	IDEA Part B Fund	16th Section Principal Fund	Governmental Funds	Governmental Funds
Revenues:						
Local sources	\$ 17,476,500				2,556,455	20,032,955
State sources	18,737,418				1,987,257	20,724,675
Federal sources	129,691	2,880,176	1,136,383		4,526,742	8,672,992
Sixteenth section sources	71,921			41,317		113,238
Total Revenues	36,415,530	2,880,176	1,136,383	41,317	9,070,454	49,543,860
Expenditures:						
Instruction	18,496,350	1,177,025	566,424		2,211,575	22,451,374
Support services	12,540,111	1,417,993	529,959		2,073,529	16,561,592
Noninstructional services	6,710	151,246			2,885,924	3,043,880
Sixteenth section	16,282					16,282
Debt service:						
Principal					2,950,293	2,950,293
Interest	37,544				521,163	558,707
Other					2,250	2,250
Total Expenditures	31,096,997	2,746,264	1,096,383	0	10,644,734	45,584,378
Excess (Deficiency) of Revenues over (under) Expenditures	5,318,533	133,912	40,000	41,317	(1,574,280)	3,959,482
Other Financing Sources (Uses):						
Insurance loss recoveries	10,636				853,411	864,047
Transfer in to escrow agent					566,539	566,539
Operating transfers in	403,151				1,160,695	1,563,846
Transfer to QSCB escrow agent					(566,539)	(566,539)
Operating transfers out	(1,160,695)	(133,912)	(40,000)	(76,577)	(152,662)	(1,563,846)
Total Other Financing Sources (Uses)	(746,908)	(133,912)	(40,000)	(76,577)	1,861,444	864,047
Net Change in Fund Balances	4,571,625	0	0	(35,260)	287,164	4,823,529
Fund Balances:						
July 1, 2017, as previously reported	6,063,341	0	0	2,946,910	5,421,470	14,431,721
Prior period adjustments	5,959					5,959
July 1, 2017, as restated	6,069,300	0	0	2,946,910	5,421,470	14,437,680
Increase (Decrease) in reserve for inventory	(81,494)				(23,123)	(104,617)
June 30, 2018	\$ 10,559,431	0	0	2,911,650	5,685,511	19,156,592

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended June 30, 2018**

Exhibit D-1

Net change in fund balances - total governmental funds \$ 4,823,529

Amounts reported for governmental activities in the statement of activities are different because:

1. Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:

Capital outlay	\$ 255,687	
Depreciation expense	<u>(1,181,915)</u>	(926,228)

2. In the statement of activities, only the gain/loss on the sale of assets is reported, while in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in Net Position differs from the change in fund balance by the cost of the assets sold.

	<u>(24,937)</u>	(24,937)
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3. The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on Net Position. Also, governmental funds report the effect of premiums, discounts and the difference between the carrying value of refunded debt and the acquisition cost of refunded debt when debt is first issued. These amounts are deferred and amortized in the statement of activities:

Payments of debt principal	2,950,293	
Amortization of bond premium	40,989	
Accrued interest payable	<u>37,398</u>	3,028,680

4. Some items relating to pensions and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

Pension expense	(4,962,964)	
Contributions subsequent to the measurement date	<u>3,712,754</u>	(1,250,210)

5. Some items relating to OPEB and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

OPEB expense	(125,553)	
Contributions subsequent to the measurement date	<u>163,446</u>	37,893

6. Some items reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in governmental funds. These activities include:

Change in compensated absences	(11,301)	
Amortization of deferred amounts on refunding	(12,491)	
Change in inventory reserve	<u>(104,617)</u>	(128,409)

Change in Net Position of governmental activities		<u>\$ 5,560,318</u>
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The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT**Fiduciary Funds****Statement of Fiduciary Assets and Liabilities
June 30, 2018****Exhibit E**

	Agency Funds
Assets	
Cash and cash equivalents	\$ 1,734,972
Total Assets	<u>1,734,972</u>
Liabilities	
Accounts payable and accrued liabilities	1,692,134
Due to other funds	19,091
Due to student clubs	23,747
Total Liabilities	<u>\$ 1,734,972</u>

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of the school district have been prepared in conformity with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles. The most significant of the school district's accounting policies are described below.

A. Financial Reporting Entity

As defined by accounting principles generally accepted in the United States of America, the school district is considered an "other stand-alone government." The school district is a related organization of, but not a component unit of, the city of Hattiesburg, Mississippi, since the governing authority of the city selects a majority of the school district's board but does not have financial accountability for the school district.

For financial reporting purposes, Hattiesburg Public School District has included all funds and organizations. The District has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the District to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the District.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements – The Statement of Net Position and the Statement of Activities report information on all of the non-fiduciary activities of the District. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for support.

The Statement of Net Position presents the District's non-fiduciary assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. Net position is reported in three categories:

1. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding balances of bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants, contributions and interest restricted to meeting the operational or capital requirements of a particular function. Property taxes and other items not included among program revenues are reported instead as general revenues.

Fund Financial Statements - Separate financial statements are provided for governmental and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported in separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as other governmental funds.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

The school district reports the following major governmental funds:

General Fund - This is the school district's primary operating fund. The general fund is used to account for and report all financial resources not accounted for and reported in another fund.

Title I-A Fund - This is a special revenue fund that accounts for the revenues and related expenditures of the Title I grants to local educational agencies.

IDEA Part B Fund - This special revenue fund accounts for the revenues and expenditures of the Special Education grant, which is a part of the Special Education Cluster of federal awards.

16th Section Principal Fund - This is a permanent fund that accounts for the nonexpendable revenues earned on sixteenth section trust lands.

All other governmental funds not meeting the criteria established for major funds are presented in the other governmental column of the fund financial statements.

The District's fiduciary funds include the following:

Student Club Funds - These funds account for the monies raised through student club activities.

Payroll Clearing Fund - This fund is used to report the payroll resources held by the district in a purely custodial capacity (assets and liabilities) and does not involve the measurement of the results of operations.

Accounts Payable Clearing Fund - This fund is used to report the resources of paid claims held by the district in a purely custodial capacity (assets and liabilities) and does not involve the measurement of the results of operations.

Additionally, the school district reports the following fund types:

GOVERNMENTAL FUNDS

Special Revenue Funds - Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds - Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service Funds - Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent Funds - Permanent Funds are used to account for and report resources that are restricted to the extent that only earnings, and not the principal, may be used for purposes that support the district's programs.

FIDUCIARY FUNDS

Agency Funds - Agency Funds are used to report resources held by the district in a purely custodial capacity (assets equal liabilities) and do not involve measurement of results of operations.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting, as are the Fiduciary Fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred or economic asset used, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and judgments, are recorded only when payment is due.

Federal grants and assistance awards made on the basis of entitlement periods are recorded as receivables and revenues when entitlement occurs. Federal reimbursement type grants are recorded as revenues when the related expenditures are recognized. Use of grant resources is conditioned upon compliance with terms of the grant agreements and applicable federal regulations, which include subjecting grants to financial and compliance audits.

Property taxes, intergovernmental revenues (shared revenues, grants and reimbursements from other governments) and interest associated with the current fiscal period are all considered to be susceptible to accrual.

Ad valorem property taxes are levied by the governing authority of the city on behalf of the school district based upon an order adopted by the school board of the school district requesting an ad valorem tax effort in dollars. Since the taxes are not levied and collected by the school district, the revenues to be generated by the annual levies are not recognized until the taxes are actually collected by the tax levying authority.

Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

The effect of inter-fund activity has been eliminated from the government-wide statements.

Revenues from the Mississippi Adequate Education Program are appropriated on a fiscal year basis and are recorded at the time the revenues are received from the State of Mississippi.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing, and Financial Reporting*, issued in 2012 by the Government Finance Officers Association and are consistent with the broad classifications recommended in *Financial Accounting for Local and State School Systems, 2014*, issued by the U.S. Department of Education.

D. Encumbrances

An encumbrance system is maintained to account for commitments or assignments resulting from approved purchase orders, work orders and contracts. However, the school district attempts to liquidate all encumbrances at year-end. Encumbrances outstanding at year-end are not reported within committed or assigned fund balances.

E. Assets, liabilities, deferred outflows/inflows, and net position/fund balances

1. Cash, Cash equivalents and Investments

• Cash and cash equivalents

The district's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The school district deposits excess funds in the financial institutions selected by the school board. State statutes specify how these depositories are to be selected.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Investments

The school district can invest its excess funds, as permitted by Section 29-3-113, Miss. Code Ann. (1972), in interest-bearing deposits or other obligations of the types described in Section 27-105-33, Miss. Code Ann. (1972), or in any other type investment in which any other agency, instrumentality or subdivision of the State of Mississippi may invest, except that 100% of said funds are authorized to be so invested.

For accounting purposes, certificates of deposit are classified as investments if they have an original maturity greater than three months when acquired.

Investments for the district are reported at fair market value.

2. Receivables and payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e. the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

3. Due from Other Governments

Due from other governments represents amounts due from the State of Mississippi and various grants and reimbursements from other governments.

4. Inventories and Prepaid Items

Donated commodities are received from the USDA and are valued at USDA cost. Other inventories are valued at cost (calculated on the first-in, first-out basis). The costs of governmental fund type inventories are reported as expenditures when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and governmental fund financial statements.

5. Restricted Assets

Certain resources set aside for repayment of debt are classified as restricted assets on the Statement of Net Position because their use is limited by applicable debt statutes, e.g. Qualified School Construction Bond sinking funds. Also, the nonexpendable portion of the Permanent Fund, if applicable, is classified as restricted assets because the 16th Section Principal fund is not available for use by the district except as provided for under state statute for loans from this fund.

6. Capital Assets

Capital assets include land, improvements to land, easements, water rights, timber rights, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Capital assets are reported in the applicable governmental or business type activities columns in the government-wide Statement of Net Position. Capital assets are recorded at historical cost or estimated historical cost based on appraisals or deflated current replacement cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets are defined by the District as assets with an initial, individual cost in excess of the thresholds in the table below.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Capital acquisition and construction are reflected as expenditures in the Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements.

Depreciation is calculated on the straight-line basis for all assets, except land.

The following schedule details the capitalization thresholds:

	Capitalization Policy	Estimated Useful Life
Land	\$ 0	0
Buildings	50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5-10 years
Furniture and equipment	5,000	3-7 years
Leased property under capital leases	*	*

(*) The threshold amount will correspond with the amounts for the asset classifications, as listed. See Note 5 for details.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred amount on Refunding

Deferred outflows – Pensions

Deferred outflows - Postemployment Benefits Other Than Pensions (OPEB)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred inflows – Pensions

Deferred inflows - Postemployment Benefits Other Than Pensions (OPEB)

See Note 8 for further details on Pensions and Note 9 for further details on OPEB.

8. Compensated Absences

Employees of the school district accumulate sick leave at a minimum amount as required by state law. A greater amount may be provided by school district policy provided that it does not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Some employees are allowed personal leave and/or vacation leave in accordance with school district policy. The district pays for unused leave for employees as required by Section 37-7-307(5), Miss. Code Ann. (1972).

The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. The current portion of this liability is estimated based on historical trends. In the fund financial statements, governmental funds report the liability for compensated absences from expendable available financial resources only if the payable has matured, for example, an employee retires.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

9. Long-term Liabilities and Bond Discounts/Premiums

In the government-wide financial statements, outstanding debt is reported as liabilities. Bond discounts or premiums and the difference between reacquisition price and the net carrying value of refunded debt are capitalized and amortized over the terms of the respective bonds using a method that approximates the effective interest method.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures. See Note 6 for details.

10. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Fiduciary net position was zero as of the measurement date of June 30, 2017.

12. Fund Balances

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. Following are descriptions of fund classifications used by the district:

Nonspendable fund balance includes items that cannot be spent. This includes activity that is not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds are restricted, committed, or assigned) and activity that is legally or contractually required to remain intact, such as a principal balance in a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the School Board, the District's highest level of decision-making authority. This formal action is the approval of the commitment by the school board. Currently there is no committed fund balance for this school district.

Assigned fund balance includes amounts that are constrained by the District's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not restricted or committed. Assignments of fund balance are created by the district's Business Manager pursuant to authorization established by school board policy.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance.

When an expenditure/expense is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) resources are available, it is the District's general policy to use restricted resources first. When expenditures/expenses are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the District's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Note 2 – Cash and Cash Equivalents, Cash with Fiscal Agents, and Investments

The district follows the practice of aggregating the cash assets of various funds to maximize cash management efficiency and returns. Restrictions on deposits and investments are imposed by statutes as follows:

Deposits. The school board must advertise and accept bids for depositories no less than once every three years as required by Section 37-7-333, Miss. Code Ann. (1972). The collateral pledged for the school district's deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation.

Investments. Section 29-3-113 and 37-59-43, Miss. Code Ann. (1972), authorizes the school board to invest excess funds in the types of investments authorized by Section 27-105-33(d) and (e), Miss. Code Ann. (1972). This section permits the following types of investments: (a) certificates of deposit or interest bearing accounts with qualified state depositories; (b) direct United States Treasury obligations; (c) United States Government agency, United States Government instrumentality or United States Government sponsored enterprise obligations, not to exceed fifty percent of all monies invested with maturities of thirty days or longer; (d) direct security repurchase agreements and reverse direct security repurchase agreements of any federal book entry of only those securities enumerated in (b) and (c) above; (e) direct obligations issued by the United States of America that are deemed to include securities of, or other interests in, any open-end or closed-end management type investment company or investment trust approved by the State Treasurer and the Executive Director of the Department of Finance and Administration, not to exceed twenty percent of invested excess funds. Investment income on bond funds (Capital Projects), bond sinking funds (Debt Service Funds) and sixteenth section principal funds (Permanent Funds) must be credited to those funds. Investment income of \$100 or more of any fund must be credited to that fund. Investment income of less than \$100 can be credited to the General Fund.

Cash and Cash Equivalents

The carrying amount of the school district's deposits with financial institutions reported in the governmental funds and fiduciary funds was \$12,291,322 and \$1,734,972, respectively.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the district will not be able to recover deposits or collateral securities that are in the possession of an outside party. The district does not have a deposit policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the district.

Cash with Fiscal Agents

The carrying amount of the school district's cash with fiscal agents held by financial institutions at June 30, 2018, was \$1,689,249.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Investments

As of June 30, 2018, the district had the following investments:

Investment Type	Rating	Maturities (in years)	Fair Value
U. S. Treasury Notes and Bonds	Unrated	Less than 10 years	\$ 1,399,900
U. S. Government Asset Backed Securities	Unrated	Less than 5 years	136,433
	Unrated	Less than 10 years	361,809
	Unrated	Less than 15 years	248,660
Corporate Bonds	A	Less than 5 years	99,624
	A-	Less than 5 years	49,718
Municipal Bonds	Aa2/AA	Less than 10 years	98,252
	Aa2/AA	Less than 15 years	50,153
	AA-	Less than 10 years	120,775
U. S. Agency Securities	Aaa/AA+	Less than 5 years	244,579
	Aaa/AA+	Less than 5 years	99,915
	Unrated	Less than 10 years	270,495
Total			<u>\$ 3,180,313</u>

The district categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The district has the following recurring fair value measurements as of June 30, 2018:

- All investments are valued using quoted market prices (Level 1 inputs)

Interest Rate Risk. The district does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The district does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

Custodial Credit Risk - Investments. Custodial credit risk is defined as the risk that, in the event of the failure of the counterparty, the district will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The district does not have a formal investment policy that addresses custodial credit risk.

Concentration of Credit Risk. Disclosure of investments by amount and issuer for any issuer that represents five percent or more of total investments is required. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds and external investment pools, and other pooled investments.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Note 3 – Inter-fund Receivables, Payables and Transfers

The following is a summary of inter-fund transactions and balances:

A. Due From/To Other Funds

Receivable Fund	Payable Fund	Amount
General Fund	Title I-A Fund	\$ 632,883
	IDEA Part B Fund	269,350
	Other governmental funds	553,818
	Fiduciary funds	16,545
Title I-A Fund	Fiduciary funds	2,546
Other governmental funds	General Fund	1,576
Total		<u>\$ 1,476,718</u>

The amounts represent inter-fund balances created by loans from the General Fund to special revenue funds to provide adequate cash flow for those funds operating on an expenditure reimbursement basis. Cash is loaned to the funds for operational purposes, and the loans are repaid after reimbursement for grant expenditures is received. Also included are amounts due from clearing accounts to governmental funds.

B. Advances To/From Other Funds

Receivable Fund	Payable Fund	Amount
16th Section Principal Fund	General Fund	\$ 924,797
Total		<u>\$ 924,797</u>

The interfund-balances represent a loan from the 16th Section Principal Fund to the General Fund. The purpose of the loan was to purchase school buses and to make needed facility improvements.

Sixteenth section principal loans payable

Note: The sixteenth section principal loans payable are not reflected on the Statement of Net Position because these funds were borrowed by the General Fund from the Sixteenth Section Trust Fund (Permanent Trust) in accordance with Section 29-3-113, Miss. Code Ann. (1972). The revenues and expenditures associated with these transactions are reflected on the Statement of Revenues, Expenditures and Changes in Fund Balances. The interest rate on the sixteenth section principal loans payable as of June 30, 2018 is four (4) percent.

The following is a schedule by years of the total payments due on this debt:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Year Ending June 30	Principal	Interest	Total
2019	\$ 54,829	36,378	91,207
2020	56,042	35,165	91,207
2021	57,304	33,903	91,207
2022	58,616	32,591	91,207
2023	59,981	31,226	91,207
2024-2028	224,361	112,609	336,970
2029-2033	243,162	64,043	307,205
2034-2038	170,502	13,819	184,321
Total	\$ 924,797	359,734	1,284,531

C. Inter-fund Transfers

Transfers Out	Transfers In	Amount
General Fund	Other governmental funds	\$ 1,160,695
Title I-A Fund	General Fund	133,912
IDEA Part B Fund	General Fund	40,000
16th Section Principal Fund	General Fund	76,577
Other governmental funds	General Fund	152,662
Total		<u>\$ 1,563,846</u>

Transfers represent direct costs from special revenue funds transferred to the General Fund and operational transfers from the General Fund to other governmental funds. Also included are transfers of interest earned on nonexpendable permanent funds to the General Fund.

Note 4 – Restricted Assets

The restricted assets represent the cash balance, cash with fiscal agents, investments, and accrued interest balances, totaling \$144,141 , \$56,713, \$1,780,413, and \$5,586, respectively, of the Sixteenth Section Principal Fund (Permanent Fund) which are legally restricted and may not be used for purposes that support the district's programs.

In addition, the restricted assets represent the cash with fiscal agents balance, totaling \$1,615,895, of the QSCB 2009 Bond Retirement Fund.

In addition, the restricted assets represent the cash with fiscal agents, investments, and accrued interest balances, totaling \$16,446, \$1,399,900, and \$3,632, respectively, of the QSCB 2010 Bond Retirement Fund.

Restricted assets shown on the Statement of Net Position total \$5,022,726.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Note 5 – Capital Assets

The following is a summary of changes in capital assets for governmental activities:

	Balance 7/1/2017	Increases	Decreases	Adjustments	Balance 6/30/2018
Governmental Activities:					
<u>Non-depreciable capital assets:</u>					
Land	\$ 522,861				522,861
Total non-depreciable capital assets	522,861	-	-	-	522,861
<u>Depreciable capital assets:</u>					
Buildings	38,928,173			(114,070)	38,814,103
Building improvements	1,637,367				1,637,367
Improvements other than buildings	6,731,081				6,731,081
Mobile equipment	3,389,650	160,000	160,341	8,212	3,397,521
Furniture and equipment	4,662,682	95,687	890,239		3,868,130
Total depreciable capital assets	55,348,953	255,687	1,050,580	(105,858)	54,448,202
<u>Less accumulated depreciation for:</u>					
Buildings	15,796,863	611,941		(91,256)	16,317,548
Building improvements	490,860	65,495			556,355
Improvements other than buildings	2,238,351	238,981			2,477,332
Mobile equipment	2,572,354	147,743	144,307	4,223	2,580,013
Furniture and equipment	4,360,172	117,755	881,336		3,596,591
Total accumulated depreciation	25,458,600	1,181,915	1,025,643	(87,033)	25,527,839
Total depreciable capital assets, net	29,890,353	(926,228)	24,937	(18,825)	28,920,363
Governmental activities capital assets, net	\$ 30,413,214	(926,228)	24,937	(18,825)	29,443,224

Depreciation expense was charged to the following governmental functions:

	Amount
Governmental activities:	
Instruction	\$ 28,335
Support services	1,104,712
Non-instructional	48,868
Total depreciation expense - Governmental activities	\$ 1,181,915

Note 6 – Long-term Liabilities

The following is a summary of changes in long-term liabilities and other obligations for governmental activities:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

	Balance 7/1/2017	Additions	Reductions	Balance 6/30/2018	Amounts due within one year
A. General obligation refunding bonds payable	\$ 2,530,000		1,375,000	1,155,000	1,155,000
B. Limited obligation bonds payable	1,177,000		1,177,000	-	
C. Three mill notes payable	1,995,000		355,000	1,640,000	360,000
D. Shortfall notes payable	87,563		43,293	44,270	44,270
E. Qualified school construction bonds payable	6,000,000			6,000,000	
F. Compensated absences payable	195,767	11,301		207,068	
Subtotal	\$ 11,985,330	11,301	2,950,293	9,046,338	1,559,270
Add: Premiums on General obligation bonds payable	67,568		40,989	26,579	
Total	\$ 12,052,898	11,301	2,991,282	9,072,917	1,559,270

A. General obligation bonds payable

General obligation bonds are direct obligations and pledge the full faith and credit of the school district. General obligation bonds currently outstanding are as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
General obligation refunding series 2013	3.00%	10-Sep-13	15-Apr-19	\$ 3,375,000	\$ 1,155,000
Total				\$ 3,375,000	\$ 1,155,000

The following is a schedule by years of the total payments due on this debt:

1. General obligation bond issue of September 10, 2013:

Year Ending June 30	Principal	Interest	Total
2019	\$ 1,155,000	34,650	1,189,650
Total	\$ 1,155,000	34,650	1,189,650

This debt will be retired from the Bond Retirement Fund (debt service fund).

The amount of bonded indebtedness that can be incurred by the school district is limited by Sections 37-59-5 and 37-59-7, Miss. Code Ann. (1972). Total outstanding bonded indebtedness during a year can be no greater than 15% of the assessed value of the taxable property within such district, according to the then last completed assessment for taxation, unless certain conditions, as set forth in Section 37-59-7, Miss. Code Ann. (1972) have been met. As of June 30, 2018, the amount of outstanding bonded indebtedness was less than 1% of property assessments as of October 1, 2017.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

B. Limited obligation bonds payable

The state aid capital refunding bonds of July 31, 2008, were paid in full during the year ended June 30, 2018.

C. Three mill notes payable

Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. Limited tax note, series 2011	2.84%	7-Mar-11	9-Mar-19	\$ 1,000,000	\$ 150,000
2. Limited tax note, series 2012	2.42%	15-Jun-12	15-Jun-25	2,700,000	1,490,000
Total				<u>\$ 3,700,000</u>	<u>\$ 1,640,000</u>

The following is a schedule by years of the total payments due on this debt:

1. Limited tax notes (Three mill notes payable) of March 7, 2011:

Year Ending June 30	Principal	Interest	Total
2019	\$ 150,000	4,260	154,260
Total	<u>\$ 150,000</u>	<u>4,260</u>	<u>154,260</u>

This debt will be retired from the Three Mill Note Debt Service Fund (debt service fund).

2. Three mill notes payable issue of June 15, 2012:

Year Ending June 30	Principal	Interest	Total
2019	\$ 210,000	38,300	248,300
2020	210,000	34,363	244,363
2021	215,000	30,163	245,163
2022	220,000	25,056	245,056
2023	225,000	19,281	244,281
2024-2025	410,000	19,475	429,475
Total	<u>\$ 1,490,000</u>	<u>166,638</u>	<u>1,656,638</u>

This debt will be retired from the Three Mill Note Debt Service Fund (debt service fund)

Total three mill notes payable payments for all issues:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Year Ending June 30	Principal	Interest	Total
2019	\$ 360,000	\$ 42,560	\$ 402,560
2020	210,000	34,363	244,363
2021	215,000	30,163	245,163
2022	220,000	25,056	245,056
2023	225,000	19,281	244,281
2024-2025	410,000	19,475	429,475
Total	\$ 1,640,000	\$ 170,898	\$ 1,810,898

D. Shortfall notes payable

Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
Revenue shortfall note, series 2015	2.09%	9-Oct-15	9-Oct-18	\$ 129,979	\$ 44,270
Total				\$ 129,979	\$ 44,270

The amount outstanding is included in due from other governments on the Statement of Net Position.

The following is a schedule by years of the total payments due on this debt:

Shortfall notes payable issue of October 9, 2015:

Year Ending June 30	Principal	Interest	Total
2019	\$ 44,270	908	45,178
Total	\$ 44,270	908	45,178

This debt will be retired from the Shortfall Note Retirement Fund (debt service fund).

E. Qualified school construction bonds payable

As more fully explained in Note 14, debt has been issued by the school district that qualifies as Qualified School Construction bonds. Debt currently outstanding is as follows:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. Qualified School Construction Bonds, Series 2009	0.94%	15-Sep-09	15-Sep-24	\$ 3,000,000	3,000,000
2. Qualified School Construction Bonds, Series 2010	1.25%	1-Dec-10	1-Dec-25	3,000,000	3,000,000
Total				<u>\$ 6,000,000</u>	<u>6,000,000</u>

The following is a schedule by years of the total payments due on this debt:

1. Qualified School Construction Bonds of September 15, 2009:

Year Ending June 30	Principal	Interest	Total
2019	\$ -	28,200	28,200
2020	-	28,200	28,200
2021	-	28,200	28,200
2022	-	28,200	28,200
2023	-	28,200	28,200
2024-2025	3,000,000	56,400	3,056,400
Total	<u>\$ 3,000,000</u>	<u>197,400</u>	<u>3,197,400</u>

The note will be retired from the 2009 QSCB Retirement Fund (debt service fund).

2. Qualified School Construction Bonds of December 1, 2010:

Year Ending June 30	Principal	Interest	Total
2019	\$ -	165,000	165,000
2020	-	165,000	165,000
2021	-	165,000	165,000
2022	-	165,000	165,000
2023	-	165,000	165,000
2024-2026	3,000,000	495,000	3,495,000
Total	<u>\$ 3,000,000</u>	<u>1,320,000</u>	<u>4,320,000</u>

This debt will be retired from the 2010 QSCB Retirement Fund (debt service fund).

Total qualified school construction bonds for all issues:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Year Ending June 30	Principal	Interest	Total
2019	\$ -	193,200	193,200
2020	-	193,200	193,200
2021	-	193,200	193,200
2022	-	193,200	193,200
2023	-	193,200	193,200
2024-2026	6,000,000	551,400	6,551,400
Total	\$ 6,000,000	1,517,400	7,517,400

The series 2009 and 2010 Qualified School Construction Bonds are secured by an irrevocable pledge of certain revenues the district received from the State of Mississippi in the form of Education Enhancement Funds pursuant to Code Section 37-61-33(2)(d), Miss. Code Ann. (1972).

The School District has pledged a portion of future state Education Enhancement Fund revenue to repay \$6,000,000 in Qualified School Construction Bonds. \$3,000,000 was issued September 15, 2009, and another \$3,000,000 was issued December 1, 2010. Proceeds from the bonds were used to finance capital improvements made to the District's buildings. The bonds are payable solely from the future revenues of the State Education Enhancement Fund and other district funds and are payable through September 15, 2024, and December 1, 2025, respectively. Annual principal and interest payments on the bonds are expected to require all of such state pledged revenues, with the remaining amounts to be paid through the avails of a local debt service tax levy. As further explain in Note 14, minimum total sinking fund payments remaining to be paid on the Series 2009 bonds is \$1,400,000, while the minimum total annual sinking fund payments remaining to be paid on the Series 2010 bonds is \$1,600,000.

Sinking fund payments for the current year and the total Education Enhancement Fund pledged revenues were \$566,539 and \$173,863, respectively.

F. Compensated absences payable

As more fully explained in Note 1(E)(8), compensated absences payable is adjusted on an annual basis as required by Section 37-7-307(5), Miss. Code Ann. (1972). Compensated absences will be paid from the fund from which the employees' salaries were paid.

Note 7 – Other Commitments

The school district has several operating leases for thirty-seven (37) copiers.

Lease expenditures for the year ended June 30, 2018, amounted to \$103,099. Future lease payments for these leases are as follows:

Year Ending June 30	Amount
2019	\$ 94,059
2020	27,279
2021	5,945
Total	\$ 127,283

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Note 8 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan Description. The school district contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter.

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the school district is required to contribute at an actuarially determined rate. The employer's rate as of June 30, 2018 was 15.75% of annual covered payroll. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The school district's contributions to PERS for the fiscal years ending June 30, 2018, 2017 and 2016 were \$3,712,754, \$3,716,759 and \$4,320,459, respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2018, the school district reported a liability of \$61,157,467 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the school district's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The school district's proportionate share used to calculate the June 30, 2018 net pension liability was 0.367861 percent, which was based on a measurement date of June 30, 2017. This was a decrease of 0.060941 percent from its proportionate share used to calculate the June 30, 2017 net pension liability, which was based on a measurement date of June 30, 2016.

For the year ended June 30, 2018, the District recognized pension expense of \$4,962,964. At June 30, 2018 the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,059,485	\$ 446,248
Net difference between projected and actual earnings on pension plan investments		2,763,152
Changes of assumptions	1,194,969	121,465
Changes in proportion and differences between District contributions and proportionate share of contributions	1,760,227	8,403,421
District contributions subsequent to the measurement date	3,712,754	
Total	<u>\$ 7,727,435</u>	<u>\$ 11,734,286</u>

\$3,712,754 reported as deferred outflows of resources related to pensions resulting from school district contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	
2019	\$ (1,902,311)
2020	(3,709,261)
2021	(926 693)
2022	(1,181,340)

Actuarial assumptions. The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.25-18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2022, with males rates set forward one year.

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2016. The experience report is dated April 18, 2017.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

<u>Asset Class</u>	<u>Target Allocation</u>		<u>Long-Term Expected Real Rate of Return</u>	
U.S. Broad	27.00	%	4.60	%
International Equity	18.00		4.50	
Emerging Markets Equity	4.00		4.75	
Global	12.00		4.75	
Fixed Income	18.00		0.75	
Real Estate	10.00		3.50	
Private Equity	8.00		5.10	
Emerging Debt	2.00		2.25	
Cash	1.00		0.00	
Total	100	%		

Discount rate. The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that Employer contributions will be made at the current employer contribution rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate. The following table presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	<u>1% Decrease (6.75%)</u>	<u>Current Discount Rate (7.75%)</u>	<u>1% Increase (8.75%)</u>
District's proportionate share of the net pension liability	\$ 80,212,100	\$ 61,157,467	\$ 45,337,980

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 9— Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan.

Plan description. State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has the sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan. The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. A trust was created June 28, 2018 for the OPEB Plan and, while no trust was in place for the June 30, 2017 plan year-end, for purposes of comparability for future periods, terminology used herein is based on the plan being a cost-sharing multiple-employer defined benefit OPEB plan. The plan does not issue a stand-alone financial report.

Benefits provided.

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school districts and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare Eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions.

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. Contributions to the OPEB plan from the District were \$163,446 for the year ended June 30, 2018.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB

At June 30, 2018, the District reported a liability of \$3,833,927 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2017, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The basis for the District's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2017, the District's proportion was 0.48864168 percent. This was a decrease of 0.05312791 percent from the proportionate share as of the measurement date of June 30, 2016.

For the year ended June 30, 2018, the District recognized OPEB expense of \$125,553. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$	\$
Changes of assumptions		195,222
Net difference between projected and actual earnings on OPEB plan investments		
Changes in proportion and differences between District contributions and proportionate share of contributions		369,040
District contributions subsequent to the measurement date	163,446	
Total	\$ 163,446	\$ 564,262

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

\$163,446 reported as deferred outflows of resources related to OPEB resulting from school district contributions subsequent to the measurement date will be recognized as a reduction to the net OPEB liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30:

2019	\$ (98,993)
2020	(98,993)
2021	(98,993)
2022	(98,993)
2023	(98,993)
Thereafter	(69,297)

Actuarial assumptions. The total OPEB liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.00 percent
Salary increases	3.25-18.50 percent, including wage inflation
Long-term Investment Rate of Return, net of OPEB plan investment expense, including inflation	N/A
Municipal Bond Index Rate	
Measurement Date	3.56 percent
Prior Measurement Date	3.01 percent
Year FNP is projected to be depleted	
Measurement Date	2017
Prior Measurement Date	2016
Single Equivalent Interest Rate, net of OPEB plan investment expense, including inflation	
Measurement Date	3.56 percent
Prior Measurement Date	3.01 percent
Health Care Cost Trends	
Medicare Supplement Claims	7.75 percent for 2017 decreasing to an
Pre-Medicare	ultimate rate of 5.00 percent by 2023

Both pre-retirement and post-retirement mortality rates were based on the RP 2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022; male rates set forward 1 year and adjusted by 106% for males at all ages, and females adjusted to 90% for ages less than 76, 95% for age 76, 105% for age 78 and 110% for ages 79 and greater. Post-disability mortality rates were based on the RP 2014 Disabled Retiree Mortality Table set forward 4 years for males and 3 years for females.

The demographic actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study dated April 18, 2017.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2017 valuation were based on a review of recent plan experience done concurrently with the June 30, 2017 valuation.

The plan had no assets as of the measurement date of 2017.

Discount rate. The discount rate used to measure the total OPEB liability at June 30, 2017 was 3.56 percent. Since the Prior Measurement Date, the Discount Rate has changed from 3.01% to 3.56%.

Since no trust was set up as of June 30, 2017, there was no projection of cash flows for the Plan and the Plan was projected to be depleted in 2017.

The discount rate determination will use a municipal bond rate to the extent the trust is projected to run out of money before all benefits are paid. The rate used, if necessary, for this purpose is the average of the Bond Buyer General Obligation 20-year Municipal Bond Index Rates during the month of June published at the end of each week by the Bond Buyer.

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the discount rate. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.56 percent) or 1-percentage-point higher (4.56 percent) than the current discount rate:

	1% Decrease (2.56%)	Discount Rate (3.56%)	1% Increase (4.56%)
Net OPEB liability	\$ 3,935,178	\$ 3,833,927	\$ 3,758,524

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates Current	1% Increase
Net OPEB liability	\$ 3,540,888	\$ 3,833,927	\$ 4,168,460

OPEB plan fiduciary net position. The fiduciary net position for the OPEB plan was zero as of June 30, 2017, the measurement date. Therefore, no separately issued financials were prepared. Detailed information about the OPEB plan's fiduciary net position for June 30, 2018 and going forward will be available in separately issued financial reports available on the Mississippi Department of Finance and Administration's website.

Note 10 – Sixteenth Section Lands

Sixteenth section school lands, or lands granted in lieu thereof, constitute property held in trust for the benefit of the public schools. The school board, under the general supervision of the Office of the Secretary of State, has control and jurisdiction of said school trust lands and of all funds arising from any disposition thereof. It is the duty of the school board to manage the school trust lands and all funds arising therefrom as trust property. Accordingly, the board shall assure that adequate compensation is received for all uses of the trust lands, except for uses by the public schools. The following are the future rental payments to be made to the school district for the use of school trust lands. These future rental payments are from existing leases and do not anticipate renewals or new leases.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Year Ending June 30	Amount
2019	\$ 48,476
2020	48,476
2021	48,476
2022	48,476
2023	48,476
2024 – 2028	232,662
2029 – 2033	214,275
2034 – 2038	347,894
Total	<u>\$ 1,037,211</u>

Note 11 – Prior Period Adjustments

A summary of significant Net Position/Fund Balance adjustments is as follows:

Exhibit B - Statement of Activities

Explanation	Amount
1. Correct of a prior period error in recording an asset/liability	\$ 5,959
2. Adjustment to remove capital asset disposed of in prior period	(18,825)
3. Adjustment to reflect the implementation of GASB No. 75	(4,272,636)
Total	<u>\$ (4,285,502)</u>

Exhibit D - Statement of Revenues, Expenditures and Changes in Fund Balances

Fund	Explanation	Amount
General Fund	Correction of a prior period error in recording an asset/liability	\$ 5,959
Total		<u>\$ 5,959</u>

Note 12 – Contingencies

Federal Grants – The school district has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowances resulting from the grantor audit may become a liability of the school district.

Litigation – The school district is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate the outcome or liability, if any, of the school district with respect to the various proceedings. However, the school district's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the school district.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Note 13 – Risk Management

The school district is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The district carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Note 14 – Qualified School Construction Bonds

Section 1521 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides for a source of capital at no or at nominal interest rates for costs incurred by certain public schools in connection with the construction, rehabilitation or repair of a public school facility or for the acquisition of land where a school will be built. Investors receive Federal income tax credits at prescribed tax credit rates in lieu of interest, which essentially allows state and local governments to borrow without incurring interest costs. While Qualified School Construction Bonds (QSCBs) are intended to be interest free to a borrower, the ARRA legislation allows a lender to charge supplemental interest, and such supplemental interest is the responsibility of the school district.

When the stated interest rate on the QSCB results in interest payments that exceed the supplemental interest payments discussed in the preceding paragraph, the school district may apply for a direct cash subsidy payment from the U.S. Treasury which is intended to reduce the stated interest rate to a nominal percentage. These subsidy payments do not include the amount of any supplemental interest paid on a QSCB. For the year ended June 30, 2018, the subsidy payments amounted to \$140,940.

The school district makes equal annual payments into a sinking fund which is used to pay off the bonds at termination. The current maturity limit of tax credit bonds is 17 years, per the U. S. Treasury Department. Under this program, ten percent of the proceeds must be subject to a binding commitment to be spent within six months of issuance and 100% must be spent within three years. Up to two percent of bond proceeds can be used to pay costs of issuance. The amount on deposit at June 30, 2018 for the 2009 Series Bonds was \$1,615,895, which includes cash with fiscal agent. The amount on deposit at June 30, 2018 for the 2010 Series Bonds was \$1,419,978, which includes cash with fiscal agent, investments, and accrued interest. The amount accumulated in the sinking fund at the end of the seventeen-year period is expected to be sufficient to retire the debt. The following schedule reports the annual deposits to be made to the sinking fund by the school district.

Year Ending June 30	2009 Series	2010 Series	Amount
2019	\$ 200,000	200,000	400,000
2020	200,000	200,000	400,000
2021	200,000	200,000	400,000
2022	200,000	200,000	400,000
2023	200,000	200,000	400,000
2024 – 2028	400,000	600,000	1,000,000
Total	<u>\$ 1,400,000</u>	<u>1,600,000</u>	<u>3,000,000</u>

Note 15 - Insurance loss recoveries

The Hattiesburg Public School District received \$864,047 in insurance loss recoveries related to building damage caused by a tornado during the 2017-2018 fiscal year and to automobile accident claims during the year. In the government-wide Statement of Activities, the insurance loss recoveries were reported as charges for services and allocated among the expense functions based on the following percentages:

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Financial Statements For Year Ended June 30, 2018

Insurance Loss			
Recoveries	Percentage	Expense Function	
\$ 864,047	100%	Support services	
\$ 864,047	100%		

Note 16 – Effect of Deferred Amounts on Net Position

The net investment in capital assets amount of \$24,549,009 includes the effect of deferring the recognition of expenditures resulting from a deferred outflow from advance refunding of capital related debt. The \$5,114 balance of deferred outflows relating to deferred amounts on refunding at June 30, 2018, will be recognized as expense and decrease the net investment in capital assets net position during the next year.

The unrestricted net position amount of (\$63,002,988) includes the effect of deferring the recognition of deferred outflows and deferred inflows related to pensions and OPEB. \$3,712,754 of the deferred outflow of resources related to pensions resulting from school district contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2019. The remaining \$4,014,681 of the deferred outflow of resources related to pensions at June 30, 2018, will be recognized as expense and decrease unrestricted net position over the next three (3) years. \$163,446 of the deferred outflow of resources related to OPEB resulting from school district contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2019.

The unrestricted net position of (\$63,002,988) includes the effect of deferring the recognition of deferred inflows related to pensions and OPEB. The balance of \$11,734,286 of the deferred inflow of resources related to pensions at June 30, 2018 will be recognized as a reduction of expense and increase unrestricted net position over the next four (4) years. The \$564,262 balance of deferred inflows related to OPEB at June 30, 2018, will be recognized as a reduction of expense and increase unrestricted net position over the next six (6) years.

Note 17 - Subsequent Events

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the Hattiesburg Public School District evaluated the activity of the district through December 3, 2018 and determined that the following subsequent events have occurred requiring disclosure in the notes to the financial statements. The district passed a bond referendum with bonding authority of \$22,500,000 on May 23, 2018. The district issued \$310,000 in bonds on August 9, 2018. The bonds bear a rate of 2.50% interest and mature on May 1, 2019. The district will issue the bonds remaining under the referendum authority prior to June 30, 2019.

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REQUIRED SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

General Fund

For the Year Ended June 30, 2018

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Local sources	\$ 18,468,915	17,476,500	17,476,500	(992,415)	0
State sources	18,707,285	18,737,418	18,737,418	30,133	0
Federal sources	25,200	209,691	129,691	184,491	(80,000)
Sixteenth section sources	80,000	71,921	71,921	(8,079)	0
Total Revenues	37,281,400	36,495,530	36,415,530	(785,870)	(80,000)
Expenditures:					
Instruction	20,559,385	18,577,844	18,496,350	1,981,541	81,494
Support services	15,024,215	12,606,413	12,540,111	2,417,802	66,302
Noninstructional services	0	6,710	6,710	(6,710)	0
Sixteenth section	12,000	16,282	16,282	(4,282)	0
Debt service:					
Principal	53,662	0	0	53,662	0
Interest	52,545	37,544	37,544	15,001	0
Total Expenditures	35,701,807	31,244,793	31,096,997	4,457,014	147,796
Excess (Deficiency) of Revenues over (under) Expenditures	1,579,593	5,250,737	5,318,533	3,671,144	67,796
Other Financing Sources (Uses):					
Insurance loss recoveries	0	10,636	10,636	10,636	0
Operating transfers in	550,206	5,342,982	403,151	4,792,776	(4,939,831)
Operating transfers out	(2,088,827)	(9,257,132)	(1,160,695)	(7,168,305)	8,096,437
Total Other Financing Sources (Uses)	(1,538,621)	(3,903,514)	(746,908)	(2,364,893)	3,156,606
Net Change in Fund Balances	40,972	1,347,223	4,571,625	1,306,251	3,224,402
Fund Balances:					
July 1, 2017, as previously reported	5,783,960	6,063,341	6,063,341	279,381	0
Prior period adjustments	0	4,613	5,959	4,613	1,346
July 1, 2017, as restated	5,783,960	6,067,954	6,069,300	283,994	1,346
Decrease in inventory	0	0	(81,494)	0	(81,494)
June 30, 2018	\$ 5,824,932	7,415,177	10,559,431	1,590,245	3,144,254

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

Title I-A Fund

For the Year Ended June 30, 2018

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original	Final
				to Final	to Actual
Revenues:					
Federal sources	\$ 4,076,072	2,881,586	2,880,176	(1,194,486)	(1,410)
Total Revenues	4,076,072	2,881,586	2,880,176	(1,194,486)	(1,410)
Expenditures:					
Instruction	2,116,495	1,177,025	1,177,025	939,470	0
Support services	1,690,105	1,419,402	1,417,993	270,703	1,409
Noninstructional services	52,841	151,246	151,246	(98,405)	0
Total Expenditures	3,859,441	2,747,673	2,746,264	1,111,768	1,409
Excess (Deficiency) of Revenues over (under) Expenditures	216,631	133,913	133,912	(82,718)	(1)
Other Financing Sources (Uses):					
Operating transfers out	(216,631)	(133,913)	(133,912)	82,718	1
Total Other Financing Sources (Uses)	(216,631)	(133,913)	(133,912)	82,718	1
Net Change in Fund Balances	0	0	0	0	0
Fund Balances:					
July 1, 2017	0	0	0	0	0
June 30, 2018	\$ 0	0	0	0	0

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

IDEA Part B Fund

For the Year Ended June 30, 2018

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Federal sources	\$ 1,232,658	1,136,383	1,136,383	(96,275)	0
Total Revenues	1,232,658	1,136,383	1,136,383	(96,275)	0
Expenditures:					
Instruction	577,009	566,424	566,424	10,585	0
Support services	616,649	529,959	529,959	86,690	0
Noninstructional services	9,000	0	0	9,000	0
Total Expenditures	1,202,658	1,096,383	1,096,383	106,275	0
Excess (Deficiency) of Revenues over (under) Expenditures	30,000	40,000	40,000	10,000	0
Other Financing Sources (Uses):					
Operating transfers out	(30,000)	(40,000)	(40,000)	(10,000)	0
Total Other Financing Sources (Uses)	(30,000)	(40,000)	(40,000)	(10,000)	0
Net Change in Fund Balances	0	0	0	0	0
Fund Balances:					
July 1, 2017	0	0	0	0	0
June 30, 2018	\$ 0	0	0	0	0

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

PERS

Last 10 Fiscal Years*

	2018	2017	2016	2015
District's proportion of the net pension liability	0.3679%	0.4288%	0.4394%	0.4151%
District's proportionate share of the net pension liability	\$ 61,157,467	76,594,387	67,922,575	51,058,006
District's covered payroll	\$ 23,598,470	27,431,486	27,452,508	25,364,660
District's proportionate share of the net pension liability as a percentage of its covered payroll	259.16%	279.22%	247.42%	201.30%
Plan fiduciary net position as a percentage of the total pension liability	61%	57%	62%	67%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/15, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

PERS

Last 10 Fiscal Years

	2018	2017	2016	2015
Contractually required contribution	\$ 3,712,754	3,716,759	4,320,459	4,323,770
Contributions in relation to the contractually required contribution	3,712,754	3,716,759	4,320,459	4,323,770
Contribution deficiency (excess)	\$ 0	-	-	-
District's covered payroll	23,573,041	23,598,470	27,431,486	27,452,508
Contributions as a percentage of covered payroll	15.75%	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/2015, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY

OPEB

Last 10 Fiscal Years*

	2018
District's proportion of the net OPEB liability	0.4886%
District's proportionate share of the net OPEB liability	\$ 3,833,927
District's covered payroll	\$ 23,598,470
District's proportionate share of the net OPEB liability as a percentage of its covered payroll	16.25%
Plan fiduciary net position as a percentage of the total OPEB liability	0%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

OPEB

Last 10 Fiscal Years

	2018
Contractually required contribution	\$ 163,446
Contributions in relation to the contractually required contribution	163,446
Contribution deficiency (excess)	\$ 0
District's covered payroll	\$ 23,573,041
Contributions as a percentage of covered payroll	0.69%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE 6/30/2018, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Required Supplementary Information For the Year Ended June 30, 2018

Budgetary Comparison Schedule

(1) Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

(2) Budget Amendments and Revisions

The budget is adopted by the school board and filed with the taxing authority. Amendments can be made on the approval of the school board. By statute, final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund and each major Special Revenue Fund consistent with accounting principles generally accepted in the United States of America.

Pension Schedules

(1) *Changes of assumptions*

2015:

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016:

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017:

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Required Supplementary Information For the Year Ended June 30, 2018

(2) *Changes in benefit provisions*

2016:

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

(3) *Method and assumptions used in calculations of actuarially determined contributions.*

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2015 valuation for the June 30, 2017 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	33.9 years
Asset valuation method	5-year smoothed market
Price Inflation	3.00 percent
Salary increase	3.75 percent to 19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

OPEB Schedules

(1) *Changes of assumptions*

2017: The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the current Measurement Date.

(2) *Changes in benefit provisions*

2017: None

(3) *Methods and assumptions used in calculations of Actuarially Determined Contributions.* The Actuarially Determined Contributions rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from the June 30, 2016 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2017:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open
Asset valuation method	Market Value of Assets
Price inflation	3 percent
Salary increases, including wage inflation	3.25 percent to 18.50 percent
Initial health care cost trend rates	

HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Required Supplementary Information
For the Year Ended June 30, 2018

Medicare Supplement Claims	7.75 percent
Pre-Medicare	
Ultimate health care cost trend rates	
Medicare Supplement Claims	5.00 percent
Pre-Medicare	
Year of ultimate trend rates	
Medicare Supplement Claims	2022
Pre-Medicare	
Long-term investment rate of return, net of pension plan investment expense, including price inflation	3.56 percent

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SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2018

Federal Grantor/ Pass-through Grantor/ Program Title	Catalog of Federal Domestic Assistance No.	Pass-through Entity Identifying Number	Federal Expenditures
<u>U.S. Department of Agriculture</u>			
Passed-through Mississippi Department of Education:			
Child nutrition cluster:			
School breakfast program	10.553	N/A	\$ 947,234
National school lunch program	10.555	N/A	2,031,490
National school lunch program - commodities	10.555	N/A	219,874
Summer feeding	10.559	N/A	110,897
Total child nutrition cluster			<u>3,309,495</u>
Fresh fruits and vegetables grant	10.582	N/A	<u>73,042</u>
Subtotal			<u>3,382,537</u>
Total passed-through Mississippi Department of Education			<u>3,382,537</u>
Total U.S. Department of Agriculture			<u>3,382,537</u>
<u>U.S. Department of Defense</u>			
Direct Funding:			
Reserve Officers' Training Corps	12.xxx	N/A	<u>63,910</u>
Total U.S. Department of Defense			<u>63,910</u>
<u>U.S. Department of Education</u>			
Passed-through Mississippi Department of Education:			
Title I grants to local educational agencies	84.010	N/A	2,955,913
Title I state agency program for neglected and delinquent children and youth	84.013	N/A	73,771
Career and technical education - basic grants to states	84.048	N/A	70,118
Education for homeless children and youth	84.196	N/A	29,448
English language acquisition grants	84.365	N/A	25,349
Supporting Effective Instruction State Grants	84.367	N/A	430,978
Student support and academic enrichment program grants	84.424	N/A	34,020
Subtotal			<u>3,619,597</u>
Special education cluster:			
Special education - grants to states	84.027	N/A	1,180,331
Special education - preschool grants	84.173	N/A	44,582
Total special education cluster			<u>1,224,913</u>
Total passed-through Mississippi Department of Education			<u>4,844,510</u>
Total U.S. Department of Education			<u>4,844,510</u>
<u>U.S. Department of Health and Human Services</u>			
Passed-through Mississippi Department of Education:			
Medical assistance program	93.778	N/A	<u>23,864</u>
Total U.S. Department of Health and Human Services			<u>23,864</u>
<u>U. S. Federal Emergency Management Agency</u>			
Disaster grants - public assistance	97.036	N/A	<u>14,423</u>
Total U.S. Federal Emergency Management Agency			<u>14,423</u>
Total for All Federal Awards			<u>\$ 8,329,244</u>

The notes to the Supplementary Information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

Schedule of Instructional, Administrative and Other Expenditures - Governmental Funds For the Year Ended June 30, 2018

Expenditures	Total	Instruction and Other Student Instructional Expenditures	General Administration	School Administration	Other
Salaries and fringe benefits	\$ 31,816,793	24,020,677	1,472,561	2,315,613	4,007,942
Other	13,767,585	3,613,464	437,142	32,560	9,684,419
Total	\$ 45,584,378	27,634,141	1,909,703	2,348,173	13,692,361
Total number of students *	4,073				
Cost per student	\$ 11,192	6,785	469	576	3,362

For purposes of this schedule, the following columnar descriptions are applicable:

Instruction and Other Student Instructional Expenditures - includes the activities dealing directly with the interaction between teachers and students. Included here are the activities of teachers, teachers aides or classroom assistants of any type.

General Administration - includes expenditures for the following functions: Support Services - General Administration and Support Services - Business.

School Administration - includes expenditures for the following function: Support Services - School Administration.

Other - includes all expenditure functions not included in Instruction or Administration Categories.

* includes the number of students reported on the ADA report submission for month 9, which is the final submission for the fiscal year

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Notes to the Supplementary Information For the Year Ended June 30, 2018

Schedule of Expenditures of Federal Awards

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the Hattiesburg Public School District under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Hattiesburg Public School District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Hattiesburg Public School District.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

(3) Indirect Cost Rate

The Hattiesburg Public School District has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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OTHER INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

General Fund

Last Four Years

UNAUDITED

	2018	2017*	2016*	2015*
Revenues:				
Local sources	\$ 17,476,500	17,420,685	17,486,294	16,729,617
Intermediate sources			25,000	
State sources	18,737,418	18,302,873	18,584,904	18,367,117
Federal sources	129,691	98,885	85,993	440,008
Sixteenth section sources	71,921	81,129	73,350	73,533
Total Revenues	36,415,530	35,903,572	36,255,541	35,610,275
Expenditures:				
Instruction	18,496,350	18,250,841	21,196,608	21,812,451
Support services	12,540,111	11,845,777	14,216,082	16,158,408
Noninstructional services	6,710	140,010	143,433	132,218
Sixteenth section	16,282	10,649	21,325	13,499
Debt Service:				
Principal			99,116	176,429
Interest	37,544	74,250	19,982	13,288
Other			5,266	
Total Expenditures	31,096,997	30,321,527	35,701,812	38,306,293
Excess (Deficiency) of Revenues over (under) Expenditures	5,318,533	5,582,045	553,729	(2,696,018)
Other Financing Sources (Uses):				
Bonds and notes issued			129,979	
Insurance loss recoveries	10,636	5,947		
Sale of transportation equipment				
Sale of other property		2,000		
Operating transfers in	403,151	120,000	293,211	552,759
Operating transfers out	(1,160,695)	(694,683)	(736,076)	(1,215,925)
Total Other Financing Sources (Uses)	(746,908)	(566,736)	(312,886)	(663,166)
Net Change in Fund Balances	4,571,625	5,015,309	240,843	(3,359,184)
Fund Balances:				
Beginning of period, as previously reported	6,063,341	1,026,836	768,796	4,145,782
Prior period adjustments	5,959	(26,012)	83,128	
Beginning of period, as restated	6,069,300	1,000,824	851,924	4,145,782
Increase (Decrease) in inventory	(81,494)	47,208	(65,931)	(17,802)
End of Period	\$ 10,559,431	6,063,341	1,026,836	768,796

*SOURCE - PRIOR YEAR AUDIT REPORTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

All Governmental Funds

Last Four Years

UNAUDITED

	2018	2017*	2016*	2015*
Revenues:				
Local sources	\$ 20,032,955	19,774,417	19,754,799	19,408,270
Intermediate sources			25,000	
State sources	20,724,675	20,626,459	21,496,239	20,970,117
Federal sources	8,672,992	8,840,620	8,577,182	9,500,138
Sixteenth section sources	113,238	120,162	141,850	102,666
Total Revenues	49,543,860	49,361,658	49,995,070	49,981,191
Expenditures:				
Instruction	22,451,374	22,827,514	25,477,740	26,556,016
Support services	16,561,592	14,961,907	16,698,524	19,371,418
Noninstructional services	3,043,880	3,449,181	3,632,060	4,182,225
Sixteenth section	16,282	10,649	21,325	13,499
Facilities acquisition and construction			119,042	3,601,935
Debt service:				
Principal	2,950,293	2,395,416	2,413,116	2,358,429
Interest	558,707	493,829	501,472	532,381
Other	2,250	7,550	12,336	12,317
Total Expenditures	45,584,378	44,146,046	48,875,615	56,628,220
Excess (Deficiency) of Revenues over (under) Expenditures	3,959,482	5,215,612	1,119,455	(6,647,029)
Other Financing Sources (Uses):				
Bonds and notes issued			129,979	
Insurance loss recoveries	864,047	5,947	1,986	1,584,962
Subsidy payments on QSCB				139,884
Sale of other property		2,000		
Transfer in to escrow agent	566,539	584,094	373,005	400,000
Operating transfers in	1,563,846	814,683	1,029,287	1,768,684
Transfer to QSCB Escrow Agent	(566,539)	(584,094)	(373,005)	(400,000)
Operating transfers out	(1,563,846)	(814,683)	(1,029,287)	(1,768,684)
Total Other Financing Sources (Uses)	864,047	7,947	131,965	1,724,846
Net Change in Fund Balances	4,823,529	5,223,559	1,251,420	(4,922,183)
Fund Balances:				
Beginning of period, as previously reported	14,431,721	9,286,906	8,011,292	12,944,431
Prior period adjustments	5,959	(162,965)	83,128	
Beginning of period, as restated	14,437,680	9,123,941	8,094,420	12,944,431
Increase (Decrease) in inventory	(104,617)	84,221	(58,934)	(10,956)
End of Period	\$ 19,156,592	14,431,721	9,286,906	8,011,292

*SOURCE - PRIOR YEAR AUDIT REPORTS

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REPORTS ON INTERNAL CONTROL AND COMPLIANCE

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards**

Superintendent and School Board
Hattiesburg Public School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hattiesburg Public School District as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise Hattiesburg Public School District's basic financial statements, and have issued our report thereon dated December 3, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Hattiesburg Public School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Hattiesburg Public School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Hattiesburg Public School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

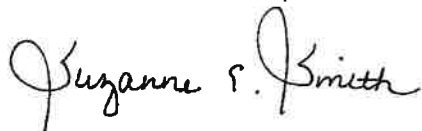
As part of obtaining reasonable assurance about whether Hattiesburg Public School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report

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is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Suzanne E. Smith". The signature is written in black ink and is positioned above the printed name.

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 3, 2018

SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

**Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control
Over Compliance Required by the Uniform Guidance**

Superintendent and School Board
Hattiesburg Public School District

Report on Compliance for Each Major Federal Program

We have audited Hattiesburg Public School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the district's major federal programs for the year ended June 30, 2018. Hattiesburg Public School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Hattiesburg Public School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Hattiesburg Public School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Hattiesburg Public School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Hattiesburg Public School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of Hattiesburg Public School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Hattiesburg Public School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Hattiesburg Public School District's internal control over compliance.

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A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Suzanne E. Smith". The signature is written in a cursive style with a large, looped 'S' at the beginning and a stylized 'Smith' at the end.

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 3, 2018

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Superintendent and School Board
Hattiesburg Public School District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2018, which collectively comprise Hattiesburg Public School District's basic financial statements and have issued our report thereon dated December 3, 2018. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Section 37-9-18(3)(a), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure that the school district is complying with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), relating to classroom supply funds." As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our procedures performed to test compliance with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), disclosed no instances of noncompliance.

Section 37-9-18(3)(b), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure correct and appropriate coding at the function level. The audit must include a report showing the correct and appropriate functional level expenditure codes in expenditures by the school district."

The results of our procedures performed to test compliance with the requirements of Section 37-9-18(3)(b), Miss. Code Ann. (1972), disclosed no instances of noncompliance related to incorrect or inappropriate functional level expenditure coding.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of procedures performed to test compliance with certain other state laws and regulations and our audit of the financial statements disclosed the following immaterial instance of noncompliance with other state laws and regulations. Our finding and recommendation and your response are as follows:

Finding SL2017-01: Late 16th Section Lease Rentals. It is the duty of the superintendent of education to collect promptly all lease rentals due on 16th section lands. Upon a sixty (60) day default of payment in any rentals according to the terms of such leases, the leases shall be declared terminated unless the school board finds extenuating circumstances were present, and the board shall inaugurate the proper legal proceedings to terminate such leases. Finding: Our testing of fifteen (15) rental payments revealed four (4) payments that were received more than sixty (60) days late and two (2) payments that had not been paid as of balance sheet date June 30, 2018. No lease termination proceedings were documented.

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Recommendation: We recommend that the district place before the board all leases that are more than sixty (60) days late for payment and that the board act upon such lease terminations in accordance with state law.

District Response: A review of all 16th section lease agreements will start immediately to identify any lease rentals that are past due in payment. Any leases determined to be over 60 days late in payment will be presented to the school board with a recommendation to terminate the lease.

The Office of the State Auditor or a public accounting firm will review, on the subsequent year's audit engagement, the finding in this report to insure that corrective action has been taken.

The Hattiesburg Public School District's response to the finding included in this report was not audited and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the school board and management, entities with accreditation overview, and federal awarding agencies, the Office of the State Auditor and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

A handwritten signature in black ink, reading "Suzanne E. Smith". The signature is written in a cursive, flowing style.

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2018

Section I: Summary of Auditor's Results

Financial Statements:

1. Type of auditor's report issued: Unmodified
2. Internal control over financial reporting:
 - a. Material weakness(es) identified? (Yes/No) No
 - b. Significant deficiency(ies) identified? (Yes/None reported) None reported
3. Noncompliance material to financial statements noted? (Yes/No) No

Federal Awards:

4. Internal control over major programs:
 - a. Material weakness(es) identified? (Yes/No) No
 - b. Significant deficiency(ies) identified? (Yes/None reported) None reported

5. Type of auditor's report issued on compliance for major programs: Unmodified

6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? (Yes/No) No

7. Identification of major programs:

CFDA Numbers

Name of Federal Program or Cluster

10.553/10.555/10.559

Child Nutrition Cluster

84.424

Student Support and Academic Enrichment Program

8. Dollar threshold used to distinguish between type A and type B programs: \$750,000
9. Auditee qualified as low-risk auditee? (Yes/No) No
10. Prior fiscal year audit findings(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2CFR 200.511(b). (Yes/No) No

Section II: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported under *Government Auditing Standards*. All prior year findings were corrected.

Section III: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to the federal awards.

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City of Hattiesburg, MS

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

Master

File Number: 2019-001

File ID: 2019-001

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/27/2018

Brief Title: Acknowledge receipt of Privilege License Monthly PTL
Report for November 2018

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of Privilege License Report for the month of November 2018.

Notes:

Agenda Date:

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Privilege License Report - Nov 2018, Memo-Privilege
License Report for November 2018

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Darnelle Larremore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-001

Title

Acknowledge receipt of Privilege License Report for the month of November 2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT

11/01/2018 TO 11/30/2018

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-18-012466	\$36.67		FRENCH'S CLOTHING FOR U 718 JAMES ST HATTIESBURG MS 39401
LIC-02-18-012467	\$8.75		FRENCH'S CLOTHING FOR U 718 JAMES ST HATTIESBURG MS 39401
LIC-06-18-013313	\$55.00		ORANGE THEORY FITNESS 109 S 31ST AV STE 10 HATTIESBURG MS 39401
LIC-07-18-013510	\$45.00		JEFFERSON TAX SERVICE 1520 ADELINE ST HATTIESBURG MS 39401
LIC-08-18-013772	\$45.00		BOBBY AUTO 104 JC KILLINGSWORTH ST HATTIESBURG MS 39401
LIC-10-18-014390	\$45.00		REV VAPING COMPANY 6335 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-10-18-014406	\$55.00		INSTITUTE OF HEALTH & TECHNOLOGY 4200 MAMIE ST STE 120 HATTIESBURG MS 39402
LIC-10-18-014483	\$45.00		MERAKI BOUTIQUE & SALON 5004 LINCOLN RD STE 60 & 70 HATTIESBURG MS 39402
LIC-10-18-014553	\$45.00		EXECUTIVE STUDIO 3417 HARDY ST HATTIESBURG MS 39402
LIC-10-18-014554			SHELTER INSURANCE 6504 HWY 98 STE F HATTIESBURG MS 39402
LIC-10-18-014584	\$50.00		CLOUD 9 VAPORS 6086 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-10-18-014587	\$55.00		SUPERTALK MISSISSIPPI 5266 OLD HWY 11 STE 120 HATTIESBURG MS 39402
LIC-11-18-014650	\$55.00		HANCOCK WHITNEY BANK 6042 HWY 98 W HATTIESBURG MS 39402
LIC-11-18-014651	\$55.00		HANCOCK WHITNEY BANK 2007 LINCOLN RD HATTIESBURG MS 39402
LIC-11-18-014652	\$55.00		HATTIESBURG HAIR ACADEMY, INC 5912 HWY 49 HATTIESBURG MS 39401
LIC-11-18-014704	\$45.00		ALPHA BAIL BONDING COMPANY 1910 HARDY ST STE F HATTIESBURG MS 39401

LIC-11-18-014719	\$0.00	AHIMSA YOGA LLC 3720 HARDY STREET 20 HATTIESBURG MS 394
LIC-11-18-014721	\$50.00	JEFCOAT FENCE CO. INC OF HATTIESBURG 5268 OLD HWY 42 HATTIESBURG MS 39401

18

\$745.42

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-11-18-014649	\$30.00	\$3.90	EXTREME SKATE ZONE 5266 OLD HWY 11 STE 70 - 159 HATTIESBURG MS 39402-
LIC-11-18-014653	\$30.00		PARKER'S LANDSCAPE SERVICE 1951 MCINNIS LOOP HATTIESBURG MS 39402
LIC-11-18-014654	\$20.00	\$2.40	SMITH HEATING AND A/C E ROBERT E BLOUNT DRIVE HATTIESBURG MS
LIC-11-18-014655	\$20.00		DUNBAR REAL ESTATE, INC 610 W PINE STREET HATTIESBURG MS 39401-
LIC-11-18-014656	\$20.00		VAPORIZED 112 CAMBROOKE HATTIESBURG MS 39402
LIC-11-18-014658	\$30.00		LAMAR ADVERTISING OF HATTIESBURG P O BOX 66338 BATON ROUGE LA 70896-
LIC-11-18-014659	\$30.00		TERRY SERVICE INC 500 CAMPBELL LOOP STE 70 HATTIESBURG MS
LIC-11-18-014660	\$20.00		CMF REALTY 1820 FULLER STREET HATTIESBURG MS 39401-
LIC-11-18-014661	\$20.00		SOUTHFORK INVESTMENTS LLC 25 FAIR LAKE DRIVE HATTIESBURG MS 39402-
LIC-11-18-014662	\$33.00		HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG MS 39402-
LIC-11-18-014663	\$20.00		STATE FARM INSURANCE CO 6212 US HWY 49 HATTIESBURG MS 39403
LIC-11-18-014664	\$69.00		LIL BUTCHER SHOPPE POST OFFICE BOX 1509 PURVIS MS 39475
LIC-11-18-014665	\$20.00		LAB TEST DEPOT 6242 HWY 98 W 60 HATTIESBURG MS 39402-
LIC-11-18-014666	\$40.00		HANGER CLINIC 6086 HWY 49 HATTIESBURG MS 39401
LIC-11-18-014669	\$15.00	\$7.50	CASA JALISCO MEXICAN 4400 HARDY ST HATTIESBURG MS 39402
LIC-11-18-014670	\$30.00	\$3.60	CASA JALISCO MEXICAN 4400 HARDY ST HATTIESBURG MS 39402

LIC-11-18-014671	\$30.00		BIMBO BAKERIES USA, INC. 5680 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-11-18-014673	\$20.00		GLAMOUR NAILS 6111 HIGHWAY 98 40 HATTIESBURG MS 39402
LIC-11-18-014674	\$20.00		PREMIER WINDOW TINTING, LLC 48 LIBERTY PL 3 HATTIESBURG MS 39402
LIC-11-18-014676	\$20.00		THE EXPERIENCE BARBER & BEAUTY SHOP 2525 LINCOLN RD SUITE D HATTIESBURG MS 39401
LIC-11-18-014677	\$20.00		THE EXPERIENCE BARBER & BEAUTY SHOP 2525 LINCOLN RD SUITE D HATTIESBURG MS 39401
LIC-11-18-014678	\$93.00		COWBOY MALONEY'S ELECTRIC CITY 4700 HARDY STREET J HATTIESBURG MS
LIC-11-18-014679	\$920.00		AUTOZONE #139 305 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-11-18-014680	\$20.00	\$2.40	TISDALE PLUMBING CO 102 SMITH STREET PETAL MS 39465-
LIC-11-18-014681	\$20.00		HATTIESBURG URGENT CARE P O BOX 1248 OCEAN SPRINGS MS 39564-
LIC-11-18-014682	\$54.00		ANDERSON CARPET ONE FLOOR & HOME PO BOX 16055 HATTIESBURG MS 394040000
LIC-11-18-014683	\$20.00	\$2.80	COOLKUTZ BARBERSHOP 5912 HWY 49 STE H-5 HATTIESBURG MS 39401
LIC-11-18-014685	\$20.00		BURNHAM'S ELECTRIC 59 JOHN ODOM RD PETAL MS 39465
LIC-11-18-014686	\$20.00		MEDLEY LAW OFFICE 902 W PINE STREET HATTIESBURG MS 39401-
LIC-11-18-014687	\$90.00		CHICK-FIL-A 6099 HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-11-18-014688	\$40.00		IT'S FASHION METRO #7629 5912 HIGHWAY 49 A-1B HATTIESBURG MS
LIC-11-18-014689	\$20.00		STUDIO WEST HAIR SALON 6374 HIGHWAY 98 W A HATTIESBURG MS 39402-
LIC-11-18-014690	\$30.00		GRAND BANK FOR SAVINGS FSB 204 WESTOVER DRIVE HATTIESBURG MS 39402
LIC-11-18-014691	\$30.00		FIRST SOUTHERN BANK 5248 OLD HIGHWAY 11 HATTIESBURG MS 39402
LIC-11-18-014692	\$30.00		HATTIESBURG PIZZA, INC 100 ACAMPORA DR WALLKILL NY 12589

LIC-11-18-014693	\$20.00		TAYLOR MOTOR SALES, INC 600 BROADWAY DRIVE HATTIESBURG MS 394010000
LIC-11-18-014694	\$20.00		PATTERSON AUTO ELECTRIC 5436 HIGHWAY 42 HATTIESBURG MS 39401
LIC-11-18-014695	\$30.00		AAA ANSERPHONE & DOCTORS EXCHANGE 6068 HWY 49 HATTIESBURG MS 39401
LIC-11-18-014696	\$150.00		HATTIESBURG MEDICAL PARK MGT CORP. 100 W PINE STREET HATTIESBURG MS 39401
LIC-11-18-014697	\$33.00		BATH & BODY WORKS #788 1000 TURTLE CREEK MALL HATTIESBURG MS 39402
LIC-11-18-014698	\$150.00		VICTORIA'S SECRET #616 PO BOX 182515 BS LIC DEPT COLUMBUS OH 43218-
LIC-11-18-014699	\$20.00		ASSOCIATED CONTRACTORS INC 5729 HIGHWAY 49 S 11 HATTIESBURG MS 39401
LIC-11-18-014700	\$20.00		DENTAL SERVICES OF SOUTH MS P.A. 2019 HARDY STREET HATTIESBURG MS 39401-
LIC-11-18-014701	\$45.00		WAFFLE HOUSE #682 PO BOX 6450 ATTN TAX DEPT NORCROSS GA 30091
LIC-11-18-014702	\$60.00		WAFFLE HOUSE #665 6737 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-11-18-014703	\$60.00		WAFFLE HOUSE #235 P O BOX 6450 TAX DEPT NORCROSS GA 30091-0000
LIC-11-18-014705	\$20.00		JAVA MOE'S COFFEE COMPANY 4400 HARDY STREET HATTIESBURG MS 39401
LIC-11-18-014706	\$20.00		BENNETT'S LOCK & KEY SHOP POST OFFICE BOX 1293 HATTIESBURG MS 39403-
LIC-11-18-014707	\$20.00		THAMES CPA FIRM, PLLC PO BOX 15638 HATTIESBURG MS 39404-
LIC-11-18-014708	\$440.00		NAPA AUTO PARTS OF HATTIESBURG 7068 US 49 HATTIESBURG MS 39401
LIC-11-18-014710	\$15.00	\$7.50	LAST CALL BAR & GRILL 62 RATCLIFF RD SUMRALL MS 39482
LIC-11-18-014712	\$20.00	\$3.40	TURKOYZ, INC 6156 HIGHWAY 98 HATTIESBURG MS 39403
LIC-11-18-014713	\$20.00	\$2.40	BRAZEN "SKATEBOARDS" SKATE SHOP 6086 US HWY 98 W STE 4 HATTIESBURG MS 39402-
LIC-11-18-014715	\$33.00		PINE BELT VETERINARY HOSPITAL 7436 HIGHWAY 49 N HATTIESBURG MS

LIC-11-18-014716	\$36.00		KOOL SMILES 1090 NORTHCHASE PARKWAY SE 150 MARIETTA GA 30067-
LIC-11-18-014717	\$75.00		MISSISSIPPI PARTY CO, INC. DBA ULTIMATE PARTY 6264 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-11-18-014722	\$20.00		REGIONS BANK 110 S 37TH AVENUE HATTIESBURG MS
LIC-11-18-014723	\$39.00	\$5.07	BANCORP SOUTH 6471 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-11-18-014724	\$20.00	\$3.40	CLEEN-COTE, INC. 1818 EDWARDS STREET HATTIESBURG MS 39401
LIC-11-18-014725	\$13.33		CLEEN-COTE, INC. 1818 EDWARDS STREET HATTIESBURG MS 394010000
LIC-11-18-014726	\$20.00		A A A STRIPE RITE, LLC 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-11-18-014727	\$20.00	\$4.20	ARMOR INSULATIONS LLC 1818 EDWARDS STREET HATTIESBURG MS 39401-
LIC-11-18-014728	\$20.00	\$4.20	PIPE COATINGS, INC 1818 EDWARDS STREET HATTIESBURG MS 39401-
LIC-11-18-014730	\$20.00		PAPA JOHN'S PIZZA P.O. BOX 18860 HATTIESBURG MS 39404-
LIC-11-18-014731	\$20.00		RAYMOND, JAMES & ASSOCIATES, INC 612 N MAIN STREET HATTIESBURG MS 39401
LIC-11-18-014732	\$20.00		BACKSTAGE & CO HAIR SALON 1715 HARDY ST STE 10 HATTIESBURG MS 39401-
LIC-11-18-014733	\$20.00		THE SHERWIN-WILLIAMS CO. PO BOX 6027 ATTN: TAX DEPARTMENT CLEVELAND OH 44101-
LIC-11-18-014734	\$50.00		FAMILY DOLLAR STORE #25360 1301 EDWARDS STREET HATTIESBURG MS 39401
LIC-11-18-014735	\$33.00		REGIONS BANK 4800 HARDY STREET HATTIESBURG MS
LIC-11-18-014736	\$20.00		STACO DECORATIVE IRON, LLC 5243 OLD HIGHWAY 11 HATTIESBURG MS 39401-
LIC-11-18-014737	\$20.00		JAMES CHANNELL SALON AND SPA, LLC 310 2ND AVENUE HATTIESBURG MS 39401-
LIC-11-18-014738	\$20.00	\$3.00	B 3 TRUCKING 146 MILLPOND DRIVE HATTIESBURG MS 39401-
LIC-11-18-014739	\$20.00	\$3.80	DIRECT GENERAL 1281 MURFREESBORO ROAD NASHVILLE TN 37217-

LIC-11-18-014740	\$33.00	\$3.63	SCRUBS N MORE, INC. 4607 HARDY STREET HATTIESBURG MS 39402-
LIC-11-18-014741	\$20.00		LITTLE LANE 6555 HWY 98 W HATTIESBURG MS 39403
LIC-11-18-014742	\$20.00		WALTER PAUL & SON WELDING 1906 E HARDY STREET HATTIESBURG MS 39401
LIC-11-18-014748	\$20.00		LISAS UNLIMITED STYLES 3305 LUPER DRIVE HATTIESBURG MS 394010000
LIC-11-18-014749	\$50.00		LANE BRYANT #4813, INC P.O. BOX 165001 DULUTH MN 55816
LIC-11-18-014750	\$20.00		CHECK INTO CASH P O BOX 550 CLEVELAND TN 37364-0550
LIC-11-18-014752	\$30.00		GARNER DENTAL, PLLC 949 BROADWAY DRIVE HATTIESBURG MS 39402-
LIC-11-18-014753	\$25.00		TORRID 18501 E SAN JOSE AV CITY OF INDUSTRY CA 91748
LIC-11-18-014755	\$1,680.00		DILLARD'S 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-11-18-014757	\$100.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK DRIVE STE 129 HATTIESBURG MS 39402-
LIC-11-18-014758	\$1,360.00		DICK'S SPORTING GOODS 1000 TURTLE CREEK DRIVE STE 129 HATTIESBURG MS 39402-
LIC-11-18-014759	\$30.00		HOLLAND VETERINARY HOSPITAL P.A. 5163 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-11-18-014760	\$30.00	\$3.60	CRIMSON ELECTRICAL CONTRACTOR 21 CRESTWICK CIRCLE HATTIESBURG MS 39401
LIC-11-18-014761	\$33.00		SUBWAY BROADWAY 826 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-11-18-014762	\$560.00		MISSISSIPPI AG CO., INC. 441 HALEY BARBOUR PKWY YAZOO CITY MS 39194
LIC-11-18-014763	\$60.00		WHLT-22 NEXSTAR MEDIA GROUP 5412 HIGHWAY 49 A HATTIESBURG MS 39401
LIC-11-18-014766	\$25.00		QDOBA MEXICAN GRILL 3705 HARDY ST STE 10 HATTIESBURG MS
LIC-11-18-014767	\$12.50		QDOBA MEXICAN GRILL 3705 HARDY STREET STE 10 HATTIESBURG MS 39402-
LIC-11-18-014768	\$20.00	\$2.40	OUR PLACE 540 HOOD RD HATTIESBURG MS 39401

LIC-11-18-014769	\$45.00	\$22.50	OUR PLACE 1208 WINDSOR DR HATTIESBURG MS 39402
LIC-11-18-014771	\$30.00		BENJAMIN F. EDWARDS & COMPANY 6555 HWY 98 W STE B & C HATTIESBURG MS 39402
LIC-11-18-014772	\$20.00		TRENDZ 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39403
LIC-11-18-014773	\$20.00		TITLE CASH OF LAUREL DBA TITLE CASH 6051 HIGHWAY 98 W 2 HATTIESBURG MS
LIC-11-18-014774	\$25.00		FORREST PAPER AND BRIDAL COMPANY 511 E PINE STREET HATTIESBURG MS 39401-
LIC-11-18-014775	\$20.00		GLAMOUR PALACE 1518 BROADWAY DRIVE STE 10 HATTIESBURG MS 39401-0000
LIC-11-18-014776	\$30.00		SUPER STUD BUILDING PRODUCTS SOUTH LLC 53 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-
LIC-11-18-014777	\$20.00		NEW LIFE ENTERPRISES,BOOKS & GIFTS 604 LAFAYETTE AVENUE HATTIESBURG MS 39401-
LIC-11-18-014778	\$20.00	\$2.20	MCSWAIN & MYERS 1317 HARDY STREET HATTIESBURG MS 39401-
LIC-11-18-014781	\$20.00		BLU SPERO 1000 TURTLE CREEK DR STE 70 HATTIESBURG MS 39402
LIC-11-18-014782	\$75.00		BLENDCO, INC. 8 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS 394010000
LIC-11-18-014783	\$20.00		LANE'S SOUTHERN HOME STYLE COOKING 815 IDA AVENUE HATTIESBURG MS 39401-
LIC-11-18-014784	\$800.00		KOHL'S DEPARTMENT STORE #1191 6053 HIGHWAY 98 HATTIESBURG MS 39402
LIC-11-18-014785	\$20.00		GO YOUNG FASHION 125 E PINE STREET HATTIESBURG MS 39401
LIC-11-18-014787	\$20.00		HILL & BROOKS COFFEE & TEA COMPANY INC PO BOX 6219 MOBILE AL 366600000
LIC-11-18-014788	\$20.00		GREENVIEW IRRIGATION & LAWN MAINT. LLC 400 E PINE STREET HATTIESBURG MS 39404-
LIC-11-18-014789	\$30.00		THE CRAWFORD HOUSE 301 COURT STREET HATTIESBURG MS 39401-
LIC-11-18-014790	\$30.00		H'BURG CLINIC PODIATRIC MEDICINE 1101 B S 28TH AVENUE HATTIESBURG MS 39402
LIC-11-18-014791	\$20.00		U.S. NAILS II 5064 HARDY STREET 30 HATTIESBURG MS 394020000

LIC-11-18-014792	\$90.00		COMCAST OF SOUTHERN MISSISSIPPI, INC 2100 LINCOLN ROAD HATTIESBURG MS 39401
LIC-11-18-014793	\$54.00		COMCAST SPOTLIGHT LP 1518 BROADWAY DRIVE STE 40 HATTIESBURG MS 39401-
LIC-11-18-014794	\$33.00		WENDYS #138 263 WAGNER PLACE 1100 MEMPHIS TN 381030000
LIC-11-18-014795	\$20.00		A & D ELECTRICAL & LIGHTING 37 ABRACADABRA LN LUMBERTON MS 39455-
LIC-11-18-014797	\$33.00		NEEL-SCHAFFER, INC. 704 HARDY STREET HATTIESBURG MS 39401
LIC-11-18-014798	\$20.00		RAYMOND, JAMES & ASOCIATES, INC 32 MILBRANCH ROAD HATTIESBURG MS
LIC-11-18-014801	\$20.00		NUMOTION 500 CAMPBELL LOOP STE 120 HATTIESBURG MS 39401
LIC-11-18-014802	\$20.00		BARGAINS & BLESSINGS 301 E 2ND STREET HATTIESBURG MS 39401
LIC-11-18-014804	\$150.00		O'REILLY AUTO PARTS #1297 PO BOX 9167 SPRINGFIELD MO 658011156
LIC-11-18-014806	\$20.00	\$2.20	THE DANCE PLACE 99 N 25TH AVENUE HATTIESBURG MS 39401-
LIC-11-18-014807	\$20.00		SOUTHERN BEHAVIORAL MEDICINE ASSOC. PLLC 1 COMMERCE DRIVE STE 106 HATTIESBURG MS 39402-
LIC-11-18-014808	\$20.00		GRATEFULL SOUL 205 MAIN STREET HATTIESBURG MS 39401-
LIC-11-18-014809	\$30.00	\$4.20	TJ'S LEARNING CENTER 1903 ARCADIA STREET HATTIESBURG MS 39401-
LIC-11-18-014810	\$20.00	\$2.80	TJ'S LEARNING CENTER AFTER SCHOOL 1901 ARCADIA ST HATTIESBURG MS 39401
LIC-11-18-014811	\$30.00	\$3.30	MARC JONES LLC 22171 MCH RD MANDEVILLE LA 70471
LIC-11-18-014814	\$20.00		RIDEOUT FAST TAX POST OFFICE BOX 1300 COLUMBIA MS 39428-
LIC-11-18-014815	\$20.00		GENTLE TOUCH HOMECARE SERVICES, LLC 1910 HARDY STREET STE D HATTIESBURG MS 39401-
LIC-11-18-014816	\$96.00		SOUTHERN CARE, INC. PO BOX 8000 MONSEY NY 10952-
LIC-11-18-014818	\$20.00		FORREST FUNERAL HOME, LLC 1258 RICHBURG ROAD HATTIESBURG MS 39404

LIC-11-18-014819	\$20.00	BROADER SPECTRUM COUNSELING PLLC 301 HUMBLE AVENUE STE 168 HATTIESBURG MS 39401
LIC-11-18-014820	\$30.00	EAGLE FLATTS 105 DOLEAC DRIVE HATTIESBURG MS 39401
LIC-11-18-014821	\$230.00	HATTIESBURG COCA COLA BOTTLING CO PO BOX 17197 HATTIESBURG MS 394020000
LIC-11-18-014822	\$30.00	CITIZENS NATIONAL BANK 4599 HARDY STREET HATTIESBURG MS 39402-
134	\$10,125.83	\$106.40

Total Collection for November

New Licenses	\$745.42
Renewed Licenses	\$10,125.83
Penalties	\$106.40
Grand Total	\$10,977.65



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

December 27, 2018

To: Mayor and City Council
From: Darnelle Larremore, Division Manager
City Clerk/Tax Division
Subject: Privilege Tax License Reports

Attached are copies of the monthly Privilege License Reports for November 1 – 30, 2018. A summary has been provided below for easier viewing.

June	New Licenses	\$ 745.42
	Renewed Licenses	\$10,125.83
	Penalties	<u>\$ 106.40</u>
	Grand Total	\$10,977.65

Respectfully submitted

Darnelle Larremore
Division Manager
City Clerk/Tax Division

:dl



City of Hattiesburg, MS

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

Master

File Number: 2019-009

File ID: 2019-009

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/31/2018

Brief Title: Acknowledge receipt of Drainage Easement for a portion of Forrest County Tax Parcel No. 2-039N-19-004.00 (PPIN 17168).

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of Drainage Easement from Joe Henry Wiley and Jocelyn Wiley for a portion of Forrest County Tax Parcel No. 2-039N-19-004.00 (PPIN 17168).

Notes: Please record original with Forrest County.

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: 300 PINEHILLS DR - DRAINAGE - Signed

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-009

Title

Acknowledge receipt of Drainage Easement from Joe Henry Wiley and Jocelyn Wiley for a portion of Forrest County Tax Parcel No. 2-039N-19-004.00 (PPIN 17168).

Summary

Acknowledge receipt of Drainage Easement for a portion of Forrest County Tax Parcel No. 2-039N-19-004.00 (PPIN 17168).

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

DRAINAGE EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the including the benefits to be derived herefrom JOE HENRY WILEY AND JOCELYN WILEY, do hereby grant and convey unto the CITY OF HATTIESBURG, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of drainage facilities over and across the following described property located in the City of Hattiesburg, Forrest County,

A 20-foot wide Drainage Easement being part of Lot 3 of the Hattiesburg Homestead Subdivision located in the Northeast 1/ 4 of the Northeast 1/ 4 of Section 19, T-4-N, R-13-W, Forrest County, City of Hattiesburg, MS; more particularly described as follows: Commence at the Southeast corner of said Lot 3 and thence run Southwesterly along the North right-of-way of Pinehills Drive for 123.99 feet to and for the point-of-beginning, thence run N 25°24'38" E for 45.97 feet, thence run N 11°58'55" E for 22.03 feet, thence run N 21°34'23" E for 55.51 feet, thence run N 81°01'40" E for 31.31 feet, more or less, to the East line of said Lot 3, thence run Northwesterly along said East line of Lot 3 for 20.49 feet, thence run S 81°01'40" W for 22.78 feet, thence run N 13°43'04" W for 141.09 feet, thence run S 76°16'56" W for 20.00 feet, thence run S 13°43'04" E for 146.22 feet, thence run S 21°34'23" W for 60.75 feet, thence run S 11°57'55" W for 21.71 feet, thence run S 23°24'37" W for 74.63 feet, more or less, to the North right-of-way of Pinehills Drive, thence run Northeasterly along said North right-of-way for 36.64 feet, more or less, back to the Point-of-Beginning. The above described Drainage Easement contains 6,417 square feet or 0.15 acres.

I/we fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/we hereby waive our right to just compensation and donate the use of real property herein described to the City of Hattiesburg. I/we further understand that we have the right to request that a fair market value appraisal of the property be made and I/we hereby waive that right.

The Grantee herein is given the right to do whatever may be necessary or property for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

WITNESS OUR SIGNATURES on this the 26th day of December, A.D., 2018.

Joe Henry Wiley
Signature

12-26-18
Date

Jocelyn Wiley
Signature

12-26-18
Date

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

This day there came and appeared before me, JOE HENRY WILEY AND JOCELYN WILEY, the undersigned authority in and for County and State, the within named who acknowledged before me that they signed, executed and delivered the above and foregoing easement on the day and year therein mentioned as their own free and voluntary act and deed.

Given under my hand and official seal of this office on this the 26th day of December, A.D., 2018.

Kathleen M. Hartfield
NOTARY PUBLIC





City of Hattiesburg, MS

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

Master

File Number: 2019-030

File ID: 2019-030

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/26/2018

Brief Title: Acknowledging Permanent Easement from Royal Oaks Apartments, LLC to the City of Hattiesburg.

Final Action:

Minute Book Number: MB 2019-10

Title:

Acknowledge receipt of Permanent Easement from Royal Oaks Apartments, LLC for a parcel of land located in Forrest County(as described in attached easement) within the city limits of Hattiesburg; Authorize City Clerk to record said easement with Forrest County.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Easement-Royal Oaks Apartments

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-030

Title

Acknowledge receipt of Permanent Easement from Royal Oaks Apartments, LLC for a parcel of land located in Forrest County(as described in attached easement) within the city limits of Hattiesburg; Authorize City Clerk to record said easement with Forrest County.

Summary

Acknowledging Permanent Easement from Royal Oaks Apartments, LLC to the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by and return to:
David B. Miller, MSB No. 99638
Forrest County Board Attorney
P.O. Box 1310
Hattiesburg, MS 39401
601-545-6006

INDEXING INSTRUCTIONS:
Part of the SE ¼ of the NW ¼,
Section 27, Township 4 North,
Range 13 West, Forrest County,
Mississippi

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

PERMANENT EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged,

ROYAL OAKS APARTMENTS LLC

P.O. Box 287
Hattiesburg, MS 39403
601-606-0054

the undersigned Grantor, does hereby grant, bargain, sell, and convey a Permanent Easement for the construction, operation, and maintenance of a covered bus shelter unto

CITY OF HATTIESBURG, MISSISSIPPI

P.O. Box 1898
Hattiesburg, MS 39403
601-545-4500

Grantee, on, over, and across the following described property, situated in Forrest County, Mississippi, to-wit:

A part of the Southeast ¼ of the Northwest ¼ of Section 27, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described in the December 7, 2018, Survey by Nicholas M. Connolly, P.E., P.L.S., attached hereto as Exhibit A and incorporated herein by reference.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structures named herein or otherwise as may be necessary.

Grantor fully understands that it has the right to receive just compensation for the permanent easement on, over, and across the real property herein described based on an appraisal of same. Grantor further understands that it has the right to request that a fair market value appraisal of the permanent easement be made, and it hereby waives those rights.

Grantor also hereby waives any claims or demands for damage accrued, accruing, or to accrue to itself, its heirs, assigns, or legal representatives, for or on account of the construction, operation, and maintenance of the proposed structure, change of grade, water damage, and/or any other damage, right, or claim whatsoever.

Grantee agrees to maintain the easement, including the covered bus shelter.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and Grantee, there being no oral agreements or representations of any kind.

WITNESS Grantor's signature, this the 20th day of December, 2018.

ROYAL OAKS APARTMENTS LLC


DENNIS MILLER, MEMBER

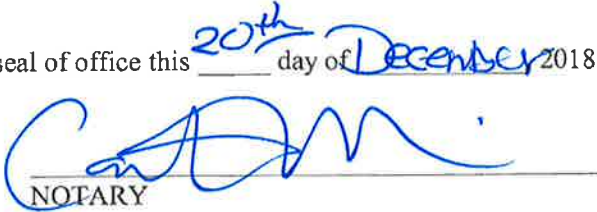
STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the above said County and State, the within named DENNIS MILLER, who acknowledged that he signed, executed, and delivered the above and foregoing Permanent Easement on behalf of Royal Oaks Apartments LLC in his capacity as Member and as its official act, having first been authorized so to do.

Given under my hand and official seal of office this 20th day of December 2018.

My Commission Expires




NOTARY

ROYAL OAKS APARTMENTS LLC
 PPIN 6858, COUNTY TAX PARCEL No. 2-0418-27-023.00
 (BK 938, PG 416 2004)

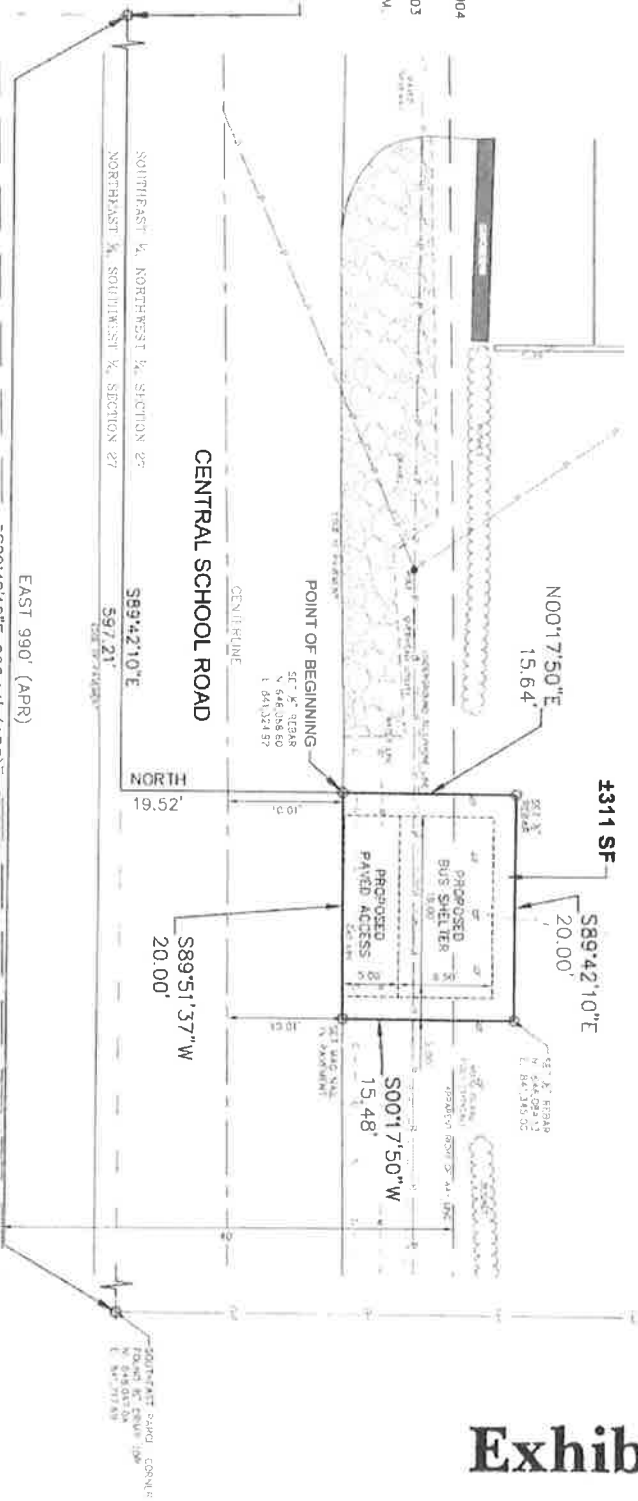
LEGEND:

APR	- AS PER RECORD
APS	- AS PER SURVEY
BK	- BOOK
PG	- PAGE
SF	- SQUARE FEET

REFERENCE MATERIALS:

FORREST COUNTY TAX MAP
 QUITCLAIM DEED
 BK 938 PG 416 07-05-2004
 WARRANTY DEED
 BK 901 PG 454 01-16-2003
 9.49 ACRE SURVEY BY RAYMOND M. DEARMAN, PE, RLS 09-29-1977

POINT OF COMMENCEMENT:
 THE SOUTHWEST CORNER OF
 THE SOUTHEAST 1/4 OF THE
 NORTHWEST 1/4, SECTION 27,
 TOWNSHIP 4 NORTH, RANGE 13
 WEST, FORREST COUNTY,
 MISSISSIPPI.
 FOUND 3" SOUND IRON PIN
 N 64°05'18"
 E 84°02'27"0"



SURVEY BOUNDARY DESCRIPTION

State of Mississippi, County of Forrest, City of Hattiesburg
 This is Certify that I have made a Survey of the following described Parcel:

A part of the Southeast 1/4 of the Northwest 1/4, Section 27, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(93), US Survey Feet, with a combined scale factor of 0.999973595225 and a convergence angle of (minus) -01°41'18.79" at the Southwest Corner of said Southeast 1/4, and commencing at a 3/4 inch Round Iron Pin representing said Southwest Corner and having a Grid value of N 648,052.18 feet and E 840,727.70 feet on said East Zone Grid, thence run S89°42'10"E along the South Line of said public roadway, and representing the Point of Beginning, said Point having a Grid value of N 648,058.60 feet and E 841,324.92 feet on said East Zone Grid; thence run N00°17'50"E for 15.64 feet to a 1/2 inch Rebar, thence run S89°42'10"E and parallel to said South Line for 20.00 feet to a 1/2 inch Rebar having a Grid value of N 648,084.13 feet and E 841,345.00 feet on said East Zone Grid, thence run S00°17'50"W for 15.48 feet to a Mog Nail in said Northern Road Edge, thence run S89°51'37"W along said Northern Road Edge for 20.00 feet to the Point of Beginning, comprising 311 Square Feet, more or less.

EAST 90° (APR)
 S89°42'10"E 990.14' (APS)

SURVEYOR'S NOTES:

1. The Deed for the Royal Oaks Apartments LLC, makes no specific mention of a Right of Way for Central School Road. The previous Survey by Raymond W. Dearman, PE, RLS does not show a Right of Way for said Road. Right of Way Lines shown as Apparent and may be Prescriptive in Nature.
2. This survey was completed with out the benefit of a Title Opinion or Report.
3. No deed search, Title search or easement search was conducted.

Nichols M. Connolly, PLS
 Civil Engineer No. 12791
 Land Surveyor No. 2973



City of Hattiesburg, MS

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

Master

File Number: 2019-035

File ID: 2019-035

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/03/2019

Brief Title: Acknowledge proposals received and re-advertise for said proposals.

Final Action:

Minute Book Number: MB 2019-10-11

Title:

Acknowledge proposals received December 13, 2018 for the Two (2) Year Municipal Depositories and reject all proposals; authorize re-advertisement for said proposals.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: Community Bank, First Bank, Code, Designation of Municipal Depositories, NTB Depositories, Recommendation Letter Bank Depositories

Enactment Number:

Contact:

Meeting Date:

Drafter: Cecilia Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-035

Title

Acknowledge proposals received December 13, 2018 for the Two (2) Year Municipal Depositories and reject all proposals; authorize re-advertisement for said proposals.

Summary

Acknowledging receipt of proposals & Authorizing re-advertise for 2 Year Municipal Depositories.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



December 12, 2018

City of Hattiesburg
Attn: Kermas Eaton, City Clerk
P O Box 1898
Hattiesburg, MS 39403

Dear Kermas,

Community Bank would again like to be considered as a Depository for City of Hattiesburg as it has in the past. Community Bank meets all of the legal requirements to serve as a depository for the City of Hattiesburg.

Community Bank will continue to provide checks and deposit tickets for the Pooled Cash account at no cost to the City of Hattiesburg. The interest rate for this account will be 1.30% until December 31, 2020.

Thanks for consideration of Community Bank as a City Depository.

Sincerely

David McCullen
President
Community Bank, Hattiesburg



December 13, 2018

Mr. Kermas Eaton
Office of the City Clerk
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403

Dear Mr. Eaton:

First, I would like to thank you for including First Bank in the City of Hattiesburg depository bid process. First Bank may be relatively new to Hattiesburg, but our people are not, and we feel that we have more to offer from a true customer service perspective than banks you may have dealt with in the past. We are a small, family-owned, community bank, established in Pike County in 1895. The bank's Hattiesburg market is maintained by dedicated employees, the majority of whom have called the Hub City home for many years (some lifelong residents, even). Our roots run deep in South Mississippi, and Hattiesburg certainly holds a special place in our hearts. We will treat you the way that you deserve to be treated.

First Bank is a true community bank. Our size works to both our advantage, and yours. We are small enough to show our customers prompt, personal attention, and large enough to offer sophisticated products and services comperable to our larger, corporate-minded competitors. We pride ourselves on our ability to make fast, local decisions, while requests made of "big banks" are often left tangled in beurocracy for far too long. We are diligent in both the origination and servicing of our loans and accounts. First Bank has been faithfully serving the people of south Mississippi for almost 125 years. In 2020, we will reach that milestone. We hope to have the City of Hattiesburg as a partner when we celebrate that anniversary.

Enclosed, you will find our proposal for your consideration. As you are aware, the State Treasurer's collateral pool has been amended to include the use of a substitute program in lieu of the previous securities pledging requirement for municipal funds. We would like to offer one such program, Insured Cash Sweep®, as an alternative means of securing and collateralizing the funds you keep on deposit. (On the last page of our proposal, you will find a letter for the Secretary of the Treasurer's Office that further explains this program as an allowable substitute.) By participating in this Insured Cash Sweep® service, you are forfeiting no security of the City's funds. Insured Cash Sweep® participation does, however, help lower First Bank's cost to pledge securities. This cost savings leaves more available loan funding for the communities we serve – such as Hattiesburg.

Again, we would like to thank you for First Bank's inclusion in this year's bidding process. Should you require any further clarification on the particulars of this proposal, or if you have any other banking needs with which I may be able to assist, please do not hesitate to call me directly. My cell phone number is (601) 606-1046. We look forward to the opportunity to serve as the depository for the City of Hattiesburg.

Best Regards,

Chris Hester
Community Bank President
NMLS# 650939

CITY OF HATTIESBURG

BID PROPOSAL FORM FOR THE SELECTION OF QUALIFIED DEPOSITORIES

**NAME OF
DEPOSITORY**

FIRST BANK

TERM OF BID:	Two (2) years; beginning fiscal year 2019 and ending fiscal year end 2020
RATE OPTION 1:	Fixed Rate for bid period @ 1.75%
RATE OPTION 2:	Variable Rate for bid period will be equal to the Federal Funds Target, minus 25-basis points. Current Federal Funds Target Rate is 2.25%

As security for the deposits of the CITY OF HATTIESBURG, the undersigned financial institution will use the Promontory ICS (Insured Cash Deposit) to provide full FDIC insurance for the entire amount on deposit.

If needed, First Bank shall pledge collateral as provided in Section 27-105-05 in an amount equal to 105% of the maximum sum to be placed on deposit at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, as required by Section 27-105-315.

The undersigned financial institution offers the following services or materials at no charge to the depositor. Specify service charges (fees), if any:

Checks:	First order paid by bank; subsequent orders at bank's cost
Deposit Books:	First order paid by bank; subsequent orders at bank's cost
Monthly Service Charge:	NO CHARGE
Account Maintenance:	NO CHARGE
Deposits:	NO CHARGE
Deposited Items:	NO CHARGE
Checks Paid:	NO CHARGE
Electronic Transfers:	NO CHARGE
Returns Items:	NO CHARGE
Other/Additional Services:	
Direct Deposit of Payroll	NO CHARGE
Positive Pay	NO CHARGE
Remote Deposit Capture	NO CHARGE
Merchant Services	Credit/Debit Card Acceptance; fees passed to cardholder

The City of Hattiesburg reserves the right to reject any and all bids.

CITY OF HATTIESBURG

Public Depositories Requirements & Available Options

1. Depository must meet the qualifications outlined in Sections 37-7-333, 27-105-305 and 27-105-315 of the Mississippi Code of 1972, Annotated, as amended, as well as any and all other sections of the Mississippi Code relating to Depositories. (NOTE: The Mississippi Code may be accessed at the Secretary of State's website: <http://www.sos.state.ms.us>)

First Bank is a certified depository for the State of Mississippi. Please see included certificate at the end of proposal.

2. All depository accounts must be accessible to appointed and authorized CITY OF HATTIESBURG personnel on-line (i.e., via Internet) on a daily basis, if requested.

First Bank will make account data accessible to all authorized City of Hattiesburg personnel. However, agreements will need to be signed to provide this information to the City.

3. On-line access should include a daily account statement as well as access to all of the related detail transactions including, but not limited to, copies of cancelled/cleared checks, deposit slips/tickets, detail deposit items, third party checks rejected for insufficient funds (NSF checks) and return settlement information for rejected ACH transactions. Transaction detail for cancelled checks must include the check numbers.

First Bank can provide this information to online access users chosen by the City of Hattiesburg. Unfortunately, return information data is not currently compatible with our online platform. This applies to both paper and electronic returns. However, transaction detail does include check numbers, and sufficient data for electronic payments.

4. A "Positive Pay", or a similar disbursement verification process, is available & recommended.

First Bank can provide this service, should the City deem it necessary.

5. Appointed and authorized City of Hattiesburg personnel must have the ability to perform, at a minimum, cash transfers, payroll-related ACH transactions (i.e., direct deposits for employee wages), and stop-pay orders on-line.

First Bank can accommodate this request should the City require it. However, we will require ACH verification processes (dual control).

6. Credit / Debit card processing (Merchant Services) is available should the City determine it necessary during the bid period, or if the City is currently offering such method of payment. Conversion can be phased-in over a 4-month period of time.

We can provide these services for a fee should City of Hattiesburg determine that they will need to facilitate acceptance of Credit/Debit Cards during the bid period or if the City is currently accepting said method of payment. Should this be a service that the City will need, we will provide the costs and explanation at that time. However, a convenience fee is permissible to charge, and thus, your cost will be paid by the cardholder, not the City. First Bank would like to provide an analysis of your current provider (if the City is currently offering) outside of this bid, should we fail to be selected as the primary depository.

7. The proposal should include a listing of the cost to replace, or provide, various items including, but not limited to, check stock, deposit slips, and bank bags.

Deposit Slips will be charged to City of Hattiesburg at cost to First Bank. If you desire our bank to provide check stock, then we will need to know exact specifications of your existing stock, and we will pass that charge onto you at cost, as well. Charges for bank bags, both locking and regular, will be supplied free of charge. First Bank will supply the initial order of both deposit tickets and checks.

8. The proposal must indicate the earnings rate for deposited funds.

First Bank is proposing two rate options: a fixed rate option for the bid period and a variable rate option. The rates offered during the bid period for City of Hattiesburg are as follows:

1) Fixed Rate Option: 2-Year Bid Rate Fixed @ 1.75%

2) Variable Rate Option: 2-Year Bid Rate Federal Funds Target Rate -0.25%

Federal Funds Target Rate as of 12/7/18	= 2.25%
Minus 25-Basis Points (0.25%)	= -0.25%
Rate Paid to the City	= <u>2.00%</u>

**TRANSACTION AND RELATED FEES FOR
DEPOSITORY/DISBURSEMENT ACCOUNTS**
(Estimated Volumes for Illustrative Purposes)

Description	Monthly Volume	Unit Cost	Line Item Charge
Account Maintenance	31	\$ 15.00	\$ 465.00
Deposits/credits	500	\$ 0.25	\$ 125.00
Checks/debits	2500	\$ 0.15	\$ 375.00
Assessment Fee Per \$1000	75000	NO CHARGE	\$ -
Cash Deposit Verified Per \$100	50	NO CHARGE	\$ -
Items Deposited On-Us	50	\$ 0.05	\$ 2.50
Items Deposited Government	100	\$ 0.10	\$ 10.00
Items Deposited Local	3000	\$ 0.10	\$ 300.00
ACH Received Debit	1000	\$ 0.10	\$ 100.00
ACH Received Credit	1000	\$ 0.10	\$ 100.00
ACH Return Item Debit/credit	10	\$ 5.00	\$ 50.00
OLB - ACH Module Per Item	1000	\$ 0.10	\$ 100.00
OLB - Positive Pay - Primary Account	1	\$ 150.00	\$ 150.00
Positive Pay - Additional Accounts	9	\$ 50.00	\$ 450.00
OLB - Base	1	\$ 19.95	\$ 19.95
OLB - Stop Payment Module	1	\$ 35.00	\$ 35.00
OLB - ACH Module	1	\$ 25.00	\$ 25.00
OLB - Additional Accounts	26	\$ 5.00	\$ 100.00
RDC - Remote Deposit Capture	1.00	\$ 49.95	\$ 49.95 .
		Calculated TOTAL:	\$ 2,487.40 .

TOTAL CHARGE TO THE CITY

NO CHARGE

STATE OF MISSISSIPPI

Office of the State Treasurer



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi First Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2019**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2018**.

A handwritten signature in cursive script, reading "Lynn Fitch".

Lynn Fitch

Treasurer of the State of Mississippi



Lynn Fitch
STATE TREASURER

To: Mississippi Public Fund Depositories

From: Paula Nielsen, CFA,
Chief Investment Officer

Date: January 26, 2018

Re: ICS Program

In recent weeks, the Office of the State Treasurer has received several inquiries about the ICS (Insured Cash Sweep) program, offered by Promontory Interfinancial Network (PIN). This memorandum is meant to provide guidance for the use of this program, as well as PIN's CDARS (Certificate of Deposit Account Registry Service) program, by public fund depositories under Mississippi statute.

Since 2007, local governmental entities and their depositories have been able to use programs like these for collateralizing public funds. In 2012, the Legislature amended the relevant statute, Miss. Code Ann. § 27-105-315, to authorize it only so long as the accounts utilized are "interest-bearing."

While CDARS is limited to Certificates of Deposit and therefore always meets this requirement, ICS utilizes money market accounts as well as demand deposit accounts, which may not be interest-bearing. Thus, the use of ICS is permitted under State law as long as your institution is utilizing the available interest-bearing accounts.

If you have any questions concerning ICS or CDARS, please contact me at 601-359-3536, Paula.Nielsen@treasury.ms.gov; or Donna Eargle at 601-359-2172, Donna.Eargle@treasury.ms.gov.

MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-303. Establishment of county depositories.

The amount of money belonging to the several funds in the county treasury of each county in the state which is required to meet the current needs and demands of no more than seven (7) business days shall be kept on deposit in qualified financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or in some of them doing business in the several counties, provided that where there is no such financial institution in a county qualifying as a depository, some such financial institution in an adjoining county may qualify as a depository. All such deposits shall be subject to payment when demanded on warrant issued by the clerk of the board of supervisors on the order of the said board or on the allowance of a court authorized to allow the same. Each financial institution qualifying as such county depository shall not be required to pay interest to the county for the privilege of holding the deposits unless federal law permits the payment of interest on such deposits, in which case the maximum permitted interest rate shall be paid on such deposits. Where more than one (1) financial institution in a county offers to qualify as a depository, the board of supervisors may allocate such money to each qualified financial institution as nearly as practicable in proportion to their respective net worth, and may adopt the rules for receiving such deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4234; 1930, Sec. 4340; 1942, Sec. 9144; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 1; 1985, ch. 514, Sec. 17; 1988, ch. 473, Sec. 6, eff from and after December 1, 1988.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-305. Publication for bids to keep county funds; content of bids; acceptance of bid.

The board of supervisors at the regular December meeting in each year, and annually thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in said notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law, which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCES: Codes, Hemingway's 1917, Sec. 4235; 1930, Sec. 4341; 1942, Sec. 9145; Laws, 1914, ch. 257; 1926, ch. 248; 1985, ch. 514, Sec. 9; 1988, ch. 473, Sec. 7, eff from and after December 1, 1988.

1997 Amendment:

SECTION 1. Section 27-105-305, Mississippi Code of 1972, is amended as follows:

27-105-305. The board of supervisors at the regular December 1997 meeting * * *, and annually thereafter or, in the discretion of the board of supervisors, every two (2) years thereafter, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation (or any successor thereto), by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. The terms made with each depository shall remain in force for the current year and until new arrangements shall be made according to this article.

SOURCE: 1997 Laws, Chapter 435, Sec. 1, SB2385, Effective AP-March 25, 1997.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-307. When no bids submitted; board to readvertise.

When no bid is made by any qualified financial institution in the county or in the adjoining county to qualify as a depository at the January meeting, the board of supervisors shall readvertise at some subsequent meeting for a depository and select same, in the manner provided by law.

SOURCES: Codes, Hemingway's 1917, Sec. 4236; 1930, Sec. 4342; 1942, Sec. 9146; Laws, 1914, ch. 257; 1916, ch. 208; 1985, ch. 514, Sec. 18, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-309. When banks in county fail to respond.

Any county failing to secure a county depository by the advertisement to the qualified financial institutions of the county and of the adjoining counties, shall readvertise at any subsequent meeting of the board of supervisors, and as soon as possible, for bids for a county depository. Such notice shall be published once a week for three (3) weeks in some newspaper published in the county, and in a daily newspaper in Jackson, Mississippi, and shall state that the proposal is open to any qualified financial institution in the state, and that financial institutions outside of the county shall have preference over county financial institutions.

SOURCES: Codes, Hemingway's 1917, Sec. 4237; 1930, Sec. 4343; 1942, Sec. 9147; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 19, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-311. State treasurer to aid in selection.

The clerk of the board of supervisors shall mail a copy of the notice provided for in Section 27-105-309 to the State Treasurer, who shall make efforts to have some qualified financial institution in the state submit bids for such depository.

SOURCES: Codes, Hemingway's 1917, Sec. 4238; 1930, Sec. 4344; 1942, Sec. 9148; Laws, 1916, ch. 208; 1985, ch. 514, Sec. 20, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-313. Obstructing bids; penalty for.

It shall be unlawful for any officer in any financial institution, or any other person, to make an agreement of any kind with the intent and purpose of keeping any financial institution from bidding for county deposits, whether such agreement be express or implied, and any person violating this provision shall, upon conviction, be fined not less than Five Hundred Dollars (\$500.00), nor more than One Thousand Dollars (\$1,000.00) and shall be imprisoned in the county jail for not less than thirty (30) days, nor more than six (6) months.

SOURCES: Codes, Hemingway's 1917, Sec. 4239; 1930, Sec. 4345; 1942, Sec. 9149; Laws, 1914, ch. 257; 1985, ch. 514, Sec. 21, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-315. Qualification as depository.

(1) Any financial institution in a county, or in an adjoining county where there is no financial institution in the county qualifying, whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation may qualify as a county depository, if the institution qualifies as a public funds depository under Section 27-105-5 or a public funds guaranty pool member under Sections 27-105-5 and 27-105-6. The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.

(2) Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation * * * or any successors to that insurance corporation, may receive county funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a county depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4240; 1930, Sec. 4346; 1942, Sec. 9150; Laws, 1912, ch. 194; 1918, ch. 187; 1934, chs. 211, 212; 1936, ch. 168; 1948, ch. 463, Sec. 1; 1980, ch. 367; 1985, ch. 312, Sec. 3; 1985, ch. 514, Sec. 10; 1988, ch. 473, Sec. 8, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 7, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-317. Commission of depository.

A county depository must be issued a commission under Section 27-105-11 before receipt of county deposits.

SOURCES: Codes, Hemingway's 1917, Sec. 4241; 1930, Sec. 4347; 1942, Sec. 9151; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 22, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 8, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-319. Form of commission.

Section 27-105-319, which provides the form of the commission for a county depository, is * * * repealed.

SOURCES: Codes, Hemingway's 1917, Sec. 4242; 1930, Sec. 4348; 1942, Sec. 9152; Laws, 1912, ch. 194; 1946, ch. 422, Sec. 2; 1985, ch. 514, Sec. 23, eff from and after October 1, 1985. Laws 2000, Ch. 408, Sec. 16, SB3064 provides for the repeal of this section on July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-321. Receipts in triplicate to be issued for deposits; disposition of same.

When any payment of county funds shall be made into a county depository in pursuance of this article, the depository shall give the person making such payment triplicate receipts, specifying the accounts on which the payment is made, one of which shall be immediately mailed to the chancery clerk of the county. Any person paying money into the county depositories shall, before paying same, receive a pay warrant from the chancery clerk allowing him to make such deposit, and no county depository shall receive any money unless accompanied by such pay warrant.

SOURCES: Codes, Hemingway's 1917, Sec. 4243; 1930, Sec. 4349; 1942, Sec. 9153; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-323. Detailed reports made to supervisors of receipts and disbursements by depositories.

In any county where a county depository or depositories shall qualify as herein provided, every such depository, at the regular January, April, July and October meetings of the board of supervisors, and at such other times as may be required by the board, shall make to the board of supervisors a detailed report of all moneys received by it and of the disbursements thereof, so that said receipts and disbursements shall clearly and distinctly appear; and each depository shall exhibit with its reports the vouchers for the disbursements charged therein, and all such vouchers paid by the county depository shall be marked cancelled by the clerk and shall be filed and preserved by the clerk subject to examination by the state auditing department. Such depository shall also, at the time of making such reports, present a certified statement of the amount then on deposit in the depository, and shall, upon demand of the board of supervisors, bring all moneys belonging to the county to the board of supervisors to be counted; and, if any county depository shall neglect or refuse to make such reports, it shall forfeit the sum of two hundred and fifty dollars to be recovered by suit in the name of the county for its use.

SOURCES: Codes, Hemingway's 1917, Sec. 4244; 1930, Sec. 4350; 1942, Sec. 9154; Laws, 1912, ch. 194; 1946, ch. 338, Sec. 1.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-325. How tax collectors to settle with.

In making a settlement with the county treasury, the tax collector of each county shall pay the amount due the county to a county depository, according to law and the rules of the board of supervisors. The tax collector, in making deposits, shall receive duplicate receipts for the same and shall mail one to the chancery clerk, and the county depository, upon demand, shall issue its official receipt as required heretofore.

SOURCES: Codes, Hemingway's 1917, Sec. 4245; 1930, Sec. 4351; 1942, Sec. 9155; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-327. Amount to be paid by depositories for privilege of keeping funds; how computed.

The amount to be paid by any and all depositories for the privilege of keeping county funds on deposit, if required to be paid under the provisions of Section 27-105-303, shall be computed on the average daily balance of the public money kept on deposit therewith and there be credited and paid to the county monthly. Each depository shall render, at the beginning of each and every month, to the chancery clerk a statement in duplicate, showing the daily balance of the county money held by it during the month next preceding, and all sums paid to the county for the privilege of keeping said county money shall be credited to the account of the several funds entitled thereto.

SOURCES: Codes, Hemingway's 1917, Sec. 4246; 1930, Sec. 4352; 1942, Sec. 9156; Laws, 1912, ch. 194; 1985, ch. 514, Sec. 24, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-329. Failure to pay county warrants.

In the event of the failure of any county depository to pay any county warrant lawfully issued on any funds on deposit belonging to the county in the depository, the county is * * * empowered to order the State Treasurer to sell such securities as are placed with the State Treasurer by the depository, or call on the public funds guaranty pool if the depository is a member, or so much of them as may be necessary to cover back into the county treasury the amount of county funds on deposit with the depository, with accrued interest thereon, as provided in Section 27-105-25. In the event of the failure of the county depository to pay any warrant when the depository has placed as security surety bonds, the clerk or holder of the warrant shall notify the president of the board of supervisors and he shall take such immediate action as he may deem best and most expedient for covering back into the Treasury all county money on deposit in the depository, and the board of supervisors is authorized to employ counsel, if necessary, to more speedily enforce the payment. The expenses of the collection, including the counsel fee, shall be charged against the depository, and, in addition thereto, the depository shall be liable for damages at the rate of one percent (1%) per month for any delay in paying over any county funds when lawfully demanded, and the bond of any depository shall be liable for those expenses and damages.

SOURCES: Codes, Hemingway's 1917, Sec. 4247; 1930, Sec. 4353; 1942, Sec. 9157; Laws, 1912, ch. 194. Amended by Laws 2000, Ch. 408, Sec. 9, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-331. Acquisition of closed depository securities.

The State Treasurer, on behalf of any county in the State of Mississippi that has acquired bonds or other securities as the result of the closing of the depository or depositories of the county, is authorized and empowered in his discretion to sell, trade, refinance or agree to the refinancing of any or all of those bonds now held or owned by it and by any subdivision or taxing district of the county. The State Treasurer is further authorized and empowered, in his discretion, in refinancing any of those bonds, to agree to a reduction of the principal sum and likewise to agree to a reduction of the interest rate thereon. The State Treasurer is authorized and empowered, in his discretion, to sell any of those bonds at or for the best price obtainable, or to trade those bonds for other bonds, when in the judgment of the State Treasurer the best interests of the county would be advanced thereby, and he is further authorized to handle and negotiate any matured interest coupons on any of those bonds in the same manner as he is authorized in this section to deal with the bonds.

All of the proceeds of the sale, refinancing, trading, or collection of any of those bonds shall be accounted for by the State Treasurer and placed to the credit of the subdivisions or funds of the counties entitled to those proceeds.

SOURCES: Codes, 1942, Sec. 9158; Laws, 1936, ch. 302. Amended by Laws 2000, Ch. 408, Sec. 10, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-333. Alternative method of selecting depositories.

In any county in this state where no depository or depositories were selected and qualified, as provided by law, on or before the first Monday of January 1932, or in which the depository or depositories are not selected and qualified annually thereafter on or before the first Monday in January, the board of supervisors of the county shall, at the January meeting of the board or any regular meeting or special meeting thereafter called for that purpose, select and designate a depository or depositories into which the tax collector or tax collectors of the county shall deposit all tax collections and other public funds collected after the first Monday in January 1932, when collected, and in which the same shall thereafter be distributed, at the time and in the manner as now required by law, to the several funds or accounts in which the same properly belong, as provided by law herein.

Any depository so selected by the board of supervisors shall be within the State of Mississippi and may hold the deposits at such rate of interest as may be agreed upon with the board of supervisors or, in the discretion of the board of supervisors, without liability for interest unless it is required to be paid under the provisions of Section 27-105-303, but the * * * depository shall secure the * * * deposits by pledging with the State Treasurer such securities in such amounts and upon such conditions as are now required by law of depositories that qualify as such by bidding for them.

SOURCES: Codes, 1942, Sec. 9159; Laws, 1932, ch. 215; 1985, ch. 514, Sec. 25, eff from and after October 1, 1985. Amended by Laws 2000, Ch. 408, Sec. 11, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-335. Designation of depository for county by Commissioner of Banking and Consumer Finance.

In the event no financial institution qualifies as county depository as provided by law prior to the first Monday in January, 1986, or does not qualify on or before said date annually thereafter, and the board of supervisors does not designate a county depository which qualifies hereunder, then the tax collector and the surety or sureties on his official bond may call upon the Commissioner of Banking and Consumer Finance to designate, and the Commissioner of Banking and Consumer Finance shall designate a depository for said county, which shall qualify as hereinabove provided, and which shall act as county depository for said county until a depository is selected for said county and qualified as hereinabove provided.

SOURCES: Codes, 1942, Sec. 9160; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 1; 1985, ch. 514, Sec. 26, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-337. Tax collector to deposit funds.

Upon the selection of any county depository, either upon bids therefor or by designation of the board of supervisors or the Commissioner of Banking and Consumer Finance, and such designated financial institution becoming qualified as required by law, the tax collector of such county or counties shall deposit all funds collected therein and thereafter make a transfer to the several accounts and funds as now required by law of him in making his settlements. Upon so depositing such funds when collected, the tax collector shall thereupon be relieved and discharged from further liability therefor excepting for such amounts as the tax collector may withdraw or cause to be withdrawn from his account or accounts and to which he is not legally entitled.

SOURCES: Codes, 1942, Sec. 9161; Laws, 1932, ch. 215; 1950, ch. 203, Sec. 2; 1985, ch. 514, Sec. 27, eff from and after October 1, 1985.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-339. Insufficient depository.

In counties where county depositories have been designated and qualified as provided by law or which shall hereafter be designated and qualified as provided by law but not for an amount sufficient to cover all county funds belonging to such counties, the provisions of sections 27-105-333 and 27-105-335 shall be applied to secure depositories for such excess funds in the same manner and under the same conditions as apply to counties where no depositories exist.

SOURCES: Codes, 1942, Sec. 9162; Laws, 1932, ch. 215.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-341. Sections 27-105-333 to 27-105-339 as cumulative.

Sections 27-105-333 to 27-105-339 shall not be held to modify or repeal any existing law relative to county depositories and the deposit of county funds, but are expressly intended to extend the existing laws of the state and provide additional methods of selecting county depositories.

SOURCES: Codes, 1942, Sec. 9164; Laws, 1932, ch. 215.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-343. Chancery clerks to perform duties of county treasurers.

From and after the passage of this section, all the duties except the duty of receiving and disbursing money that were imposed by law on county treasurers shall be required to be done by chancery clerks, and they shall be the custodians of all the books, records, papers, and vouchers heretofore belonging to county treasurers, and shall be custodians of all the promissory notes, bonds, and other like property belonging to or deposited with the county, and said clerks shall in all respects be liable on their official bonds for the proper care of the same.

The duty of receipting for and disbursing all monies heretofore deposited with county treasurers shall be done and performed by the designated county and drainage district depositories appointed in the manner provided by law; and any person or corporation required to pay money into a county treasury shall hereafter pay the same to a properly designated depository and such depository shall issue receipts therefor in duplicate, one of which shall be filed with the chancery clerk and the other retained by the person or corporation making such payment, and such payment when made to a designated depository shall discharge the person or corporation making such payment from any further liability therefor.

In the event there shall be no designated depository for any money required to be paid into a county treasury, such payment shall be made to the tax collector who shall receipt for same in duplicate as required in the preceding paragraph and shall pay the same over to a legally appointed depository within ten (10) days after one is qualified to receive the same. The tax collector shall be the custodian of all money belonging to a county or any subdivision thereof until there be appointed a depository for any such funds and the said tax collectors shall be liable on their official bond for the proper accounting and payment of any funds so paid to them.

Boards of supervisors shall allow chancery clerks for their compensation for performance of the duties required of them by this section the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per annum.

Nothing in this section shall preclude drainage districts from selecting their treasurer or depository as now provided by law.

SOURCES: Codes, 1942, Sec. 9165; Laws, 1932, ch. 207; 1968, ch. 361, Sec. 14; 1981, ch. 497, Sec. 3; Laws, 2004, ch. 505, § 12, SB 2647, eff ____ (the date the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, to the amendment of this section).

PREVIOUS VERSIONS: Pre-2004

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-345. Traffic in public funds prohibited; penalty therefor.

The making of profit, directly or indirectly, by the county treasurer, tax collector, treasurer of any board of trustees, or any officer whatever, out of any money belonging to a county, the custody of which the county treasurer or other officer is charged with, by loaning or otherwise using it, or depositing the same in any manner contrary to law, or a removal by any such officer or by his consent of such moneys, or a part thereof, and placing it elsewhere than as provided by law, shall constitute a felony, and, on conviction thereof, shall subject such officer to imprisonment in the state penitentiary for a term not exceeding two years or a fine not exceeding five thousand dollars, or to both such fine and imprisonment, and the officer offending shall be liable on his official bond for all profits realized for such unlawful use of such funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4248; 1930, Sec. 4354; 1942, Sec. 9166; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-347. Penalty.

If any officer, treasurer, sheriff, tax collector, member of the board of supervisors, or other person charged with the enforcement of this article, shall at any time fail or refuse to perform any act required of him by this article, he shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine of not more than five thousand dollars.

SOURCES: Codes, Hemingway's 1917, Sec. 4249; 1930, Sec. 4355; 1942, Sec. 9167; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-349. County withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow county depositories of county funds or county district funds of every kind and character to withdraw any bonds pledged or filed or deposited as security for those deposits:

(a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;

(b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1930, Sec. 4356; 1942, Sec. 9168; Laws, 1922, ch. 284; 1956, ch. 206. Laws, ch. 567, Sec. 3, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 12, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-351. Drainage district funds; how dealt with.

All funds coming into the county treasury belonging to any drainage district shall be deposited in the county depositories under the same conditions as county funds are deposited, to be drawn by the proper parties and in the manner provided by law. All tax collectors may pay drainage taxes into such depositories in the same manner as county funds are paid in, and shall be subject to the same protection provided herein for the protection of county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4250; 1930, Sec. 4357; 1942, Sec. 9169; Laws, 1912, ch. 194.

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-353. Method of selecting municipal depositories.

The board of mayor and aldermen or other municipal authorities of each and every city, town or village in the state are * * * required to select a depository in the manner provided by law for the selection of county depositories. Before being selected, a depository must be certified by the State Treasurer as meeting the capital ratio requirement specified in Section 27-105-5 or 27-105-6 * * *. An institution shall not be a qualified depository and shall not receive any municipal funds unless its ratio has been certified annually by the State Treasurer as meeting the prescribed requirement. Notwithstanding the foregoing, any financial institution not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation or * * * or any successors to that insurance corporation may receive municipal funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a municipal depository to the extent of that insurance.

SOURCES: Codes, Hemingway's 1917, Sec. 4251; 1930, Sec. 4358; 1942, Sec. 9170; Laws, 1914, ch. 253; 1988, ch. 473, Sec. 9, eff from and after December 1, 1988. Amended by Laws 2000, Ch. 408, Sec. 13, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-355. Security on bond.

Each depository shall enter into bond, or deposit securities with the State Treasurer as required of county depositories; the bond or security to be approved by the State Treasurer.

SOURCES: Codes, Hemingway's 1917, Sec. 4252; 1930, Sec. 4359; 1942, Sec. 9171; Laws, 1914, ch. 253. Amended by Laws 2000, Ch. 408, Sec. 14, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-357. Duties of depository; penalty for making profit or removing funds.

The duties of a depository are hereby made the same in respect to the municipal fund as the duties imposed upon county depositories or in respect to county funds. The penalties for making profit on or removing municipal funds are hereby made the same as those provided by law against making profit on or removing county funds.

SOURCES: Codes, Hemingway's 1917, Sec. 4253; 1930, Sec. 4360; 1942, Sec. 9172; Laws, 1914, ch. 253.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-359. Municipal withdrawal of bonds pledged or filed as security.

The State Treasurer is authorized and empowered * * * to allow municipal depositories of municipal funds of every kind and character to withdraw any bonds, including corporate surety bonds, pledged or filed or deposited as security for those deposits:

(a) When in the opinion of the State Treasurer the deposits become reduced to such an extent as to justify the withdrawal;

(b) Or to withdraw any such bonds or corporate surety bonds, and substitute in lieu thereof other bonds or corporate surety bonds, as the case may be.

* * * All such bonds shall be such as are authorized by law to be pledged or filed as security for those deposits, or if a corporate surety bond, it must be made by a surety company authorized to do business in this state; and in addition, all such deposits shall be fully secured and covered as required by Section 27-105-5.

SOURCES: Codes, 1942, Sec. 9173; Laws, 1932, ch. 236 Laws, 1995, ch. 567, Sec. 4, eff from and after passage (approved April 7, 1995). Amended by Laws 2000, Ch. 408, Sec. 15, SB3064, eff. July 1, 2001.

PREVIOUS VERSIONS: Pre-2000

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MISSISSIPPI CODE OF 1972*As Amended*

SEC. 27-105-361. Banks failing to qualify, treasurer to be selected or depository designated.

In the event of failure on the part of any bank in such municipality to qualify as a depository, the board of mayor and aldermen or other like governing authority of such city, town or village, hereinafter called the governing authority, may select a treasurer who shall safely keep and disburse the funds of such town, city or village according to law, and make bond for that purpose as now provided by law for such treasurers. The governing authority at any regular or special meeting may select and designate a depository or depositories into which the tax collector or collectors and auditor or auditors of said city, town or village shall deposit all tax collections and public funds, when collected and/or received, and in which the same shall thereafter be distributed, at the time or in the manner, as required by law to the several funds or accounts as now provided by law. Any depository so selected by the governing authority shall be within the State of Mississippi, and may hold such deposit or deposits at such rate of interest as may be agreed upon by the governing authority or in the discretion of the governing authority without liability for interest; but such depositories shall secure the same by pledging with the governing authority such security, in such amounts and upon such conditions as is now required by law of depositories which qualify as such by bidding therefor.

SOURCES: Codes, Hemingway's 1917, Sec. 4254; 1930, Sec. 4361; 1942, Sec. 9174; Laws, 1914, ch. 253; 1932, ch. 225.

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-363. Term of office of depository.

The term of office of a municipal depository shall be two years.

SOURCES: Codes, Hemingway's 1917, Sec. 4255; 1930, Sec. 4362; 1942, Sec. 9175; Laws, 1914, ch. 253.

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MISSISSIPPI CODE OF 1972*As Amended***SEC. 27-105-365. Depository for county and municipal hospital funds; investments.**

(1) The commissioners or board of trustees of any hospital owned and operated separately or jointly by one or more counties, cities, towns, supervisors districts, or election districts or combinations thereof, including hospitals established under the authority of Sections 41-13-1 through 41-13-9, as now or hereafter amended, are hereby authorized and empowered to deposit the funds of such hospital in one or more financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation, selected by the board of trustees in the same manner as county depositories are selected by boards of supervisors pursuant to Section 27-105-305, located in its county or counties, except as otherwise provided in the following paragraphs.

At the regular December meeting of the board of trustees in 1995, or at any regular December meeting of the board thereafter, the board may, in its discretion, give notice by publication to all financial institutions in its county or counties whose accounts are insured by the Federal Deposit Insurance Corporation, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection. Such bids shall be submitted and accepted in the same manner as provided in Section 27-105-305. After the board has selected a depository or depositories as provided in this subsection, the board may, at any regular December meeting during the three-year period, give notice to and receive bids from financial institutions in the manner provided in this subsection, for the privilege of keeping the hospital funds or any part thereof for a period of three (3) years, subject to earlier termination as authorized in this subsection; and after receiving such bids, the board may reject all bids and elect to keep the funds in the current depository or depositories for the remainder of the three-year period under the terms originally agreed to with the depository or depositories, or if the board determines it to be in the best interests of the hospital, it may terminate the agreement with the current depository or depositories and select a new depository or depositories or the same depository or depositories from the bids received, choosing the bid or bids proposing the best terms for the hospital.

Such hospital funds, when so deposited, shall have the same security and protection as required for county funds in Section 27-105-315. When more than one (1) depository of whatever type is authorized, the commissioners or board of trustees may select one or more of such depositories and may apportion such deposits, at their or its discretion, if more than one (1) depository is selected. If there is no financial institution located within such county or counties, the commissioners or board of trustees of such hospital may select, in their or its discretion, a depository located outside of such county or counties.

The commissioners or boards of trustees of such community hospitals shall deposit the funds of such hospital into the depository selected under this section on the day when they are received or collected, or on the next business day thereafter.

(2) The commissioners or board of trustees of any such hospital may, in their or its discretion, maintain one or more special funds for the purpose of making necessary repairs, necessary purchases of equipment, meeting operational and maintenance expenses, allowing for depreciation, providing contingent funds for emergencies, funding hospital improvements, or providing for other special needs, and may deposit any part of such special fund in accordance with the provisions contained in subsection (1) for the deposit of other funds of such hospital. Said commissioners or board of trustees may also

invest any part of such special fund, any funds derived from the sale of bonds, or any other funds in excess of the sums which will be required to meet the current needs and demands of no more than seven (7) business days in the following:

(a) In any bonds or other direct obligations of the United States of America or the State of Mississippi, or of any county, school district or municipality of this state, which such county, school district or municipal bonds have been approved by a reputable bond attorney or have been validated by decree of the chancery court;

(b) In obligations issued or guaranteed in full as to principal and interest by the United States of America which are subject to a repurchase agreement with a financial institution certified as a qualified depository;

(c) In United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are fully guaranteed by the government of the United States, such as the Government National Mortgage Association; or United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations, the principal and interest of which are guaranteed by any United States government agency, United States government instrumentality, or United States government sponsored enterprise. However, at no time shall the funds invested in United States government agency, United States government instrumentality, or United States government sponsored enterprise obligations enumerated in the preceding sentence exceed fifty percent (50%) of all monies invested with maturities of thirty (30) days or longer. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;

(d) In an account or accounts in one or more financial institutions located in this state, and such funds when so invested shall have the same security and protection as required in Section 27-105-315;

(e) In an insured account or accounts in one or more financial institutions in this state whose accounts are insured by the Federal Deposit Insurance Corporation; provided that the amount in any single account shall not exceed the amount which at any one time is insured by the Federal Deposit Insurance Corporation;

(f) In any open-end or closed-end management type investment company or investment trust registered under the provisions of 15 USCS Section 80(a)-1 et seq., provided that the portfolio of such investment company or investment trust is limited to direct obligations issued by the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and to repurchase agreements fully collateralized by direct obligations of the United States of America, United States government agencies, United States government instrumentalities or United States government sponsored enterprises, and the investment company or investment trust takes delivery of such collateral for the repurchase agreement, either directly or through an authorized custodian. The total dollar amount of funds invested in all open-end and closed-end management type investment companies and investment trusts at any one time shall not exceed twenty percent (20%) of the total dollar amount of funds invested under this subsection. The limitation set forth in the preceding sentence shall be applicable only at the time of purchase and shall not require the liquidation of any investment at any time;

(g) In a trust fund consisting of pooled or commingled funds of other hospitals, provided that;

(i) The portfolio of such trust fund may include investments in commercial paper and bankers

acceptances or other short-term obligations issued by banks having one (1) of the two (2) highest short-term rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or corporate notes and bonds having one (1) of the three (3) highest long-term rating categories of either Standard & Poor's Corporation or Moody's Investors Service, or in any open-ended or closed-ended management-type investment company or investment trust registered under the provisions of 15 USCS Section 80(a)-1 et seq., that would contain the aforementioned securities;

(ii) The portfolio of such trust fund is otherwise limited to investments authorized under this section; provided, however, that such investments shall not be subject to the percentage limitations set forth in subsection (2)(c) or subsection (2)(f) of this section;

(iii) Such trust is managed by an entity with trust powers or by an investment adviser registered with the Securities and Exchange Commission and retained as an investment manager by the commissioners or the board of trustees, as the case may be; and

(iv) Any investment manager approved by the commissioners or the board of trustees, as the case may be, shall invest such commingled funds as a fiduciary.

In addition, the commissioners or the board of trustees, in their or its discretion, may invest such funds as permitted by Section 19-9-29, 21-33-323, 27-105-33 or 37-59-43, as the same may be amended from time to time.

In any event, the bonds or obligations described in paragraph (a), (b) or (c) of this subsection (2) in which such funds are invested shall mature or be redeemable prior to the time the funds so invested will be needed for expenditures. When bonds or other obligations have been so purchased, the same may be sold or surrendered for redemption at any time by order or resolution of the commissioners or board of trustees of any such hospital, and the president or vice president, when authorized by such order or resolution, shall have the power and authority to execute all instruments and take such other action as may be necessary to effectuate the sale or redemption thereof.

When any such special fund is maintained for a purpose that requires contract letting or other action by the governing authority or authorities of the counties, cities, towns, supervisors districts or election districts, separately or jointly owning and operating such hospital, the commissioners or board of trustees of the hospital may transfer the whole or any part of any such special fund to the governing authority or authorities aforesaid on condition that the same be used for such purpose or returned to the transferring commissioners or board of trustees within the time designated in the conditions.

(3) All funds which shall be derived from any tax levied for the support and maintenance of any such hospital, and all other funds which may be made available for the support and maintenance of any such hospital by the state or any county or municipality, and all fees and other monies which may be collected or received by or for such hospital shall be placed in a special fund to the credit of such hospital within sixty (60) days after collection, and all such funds shall be expended and paid out upon the allowance of the board of trustees or commissioners of the hospital, as the case may be, and disbursed by checks signed by such person, officer or officers, as may be designated by such board of trustees or commissioners. Any officer or person who shall be designated by such board of trustees or commissioners to execute such checks shall furnish to such board of trustees or commissioners a good and sufficient surety bond in such amount as such board of trustees may fix, conditioned upon the faithful discharge of his duties, and the premium on such bond shall be paid from the funds available for the support and maintenance of such hospital. No funds shall be disbursed by any such hospital until the board of trustees or the commissioners thereof shall have adopted an annual budget and submitted same to the respective governing authority or authorities of the counties, cities, towns, supervisors districts, or

election districts, separately or jointly owning and operating such hospital, and until such budget shall have been approved by the governing authority or authorities, as the case may be, which approval shall be evidenced by a proper order recorded upon the minutes of each such authority. The accounts and records of any such hospital shall be audited by the State Department of Audit at the same time and in the same manner as the accounts and financial records of the county are audited, and for such purpose shall be considered in all respects as county accounts and records; however, this provision with regard to such audits shall be applicable only to hospitals owned wholly or in part by a county.

(4) The provisions of this section shall not apply to hospitals owned jointly by a city and county and operated by lease agreement or contract with a nonprofit hospital corporation.

SOURCES: Codes, 1942, Sec. 9175.5; Laws, 1950, ch. 518, Secs. 1-3; 1954, ch. 289, Sec. 2; 1958, ch. 361; 1962, ch. 416; 1968, ch. 452, Sec. 1; 1975, ch. 313; 1985, ch. 514, Sec. 11, eff from and after October 1, 1985. Laws, 1995, ch. 567, Sec. 5, eff from and after passage (approved April 7, 1995); Laws, 1998, Ch. 309, § 1, HB 1353, eff July 1, 1998. Amended by Laws 1999, Ch. 547, Sec. 1, HB1435, eff July 1, 1999. Laws 2000, Ch. 399, Sec. 1, SB3058; Laws, 2003, ch. 388, § 1, HB 1096, eff from and after July 1, 2003.

PREVIOUS VERSIONS: Pre-2003

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-367. Surplus funds; transfer to other funds; procedures; petition and election as to certain transfers; retirement of bonds and interest.

(1) The board of supervisors and municipal governing authorities, by order spread on their minutes, may transfer any balance remaining in a special fund in the treasury of the county or municipality, as the case may be, to the general fund to be used for general purposes for the succeeding fiscal year if the purpose for which the special fund was created has been fully carried out. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such balance transferred from the special fund to the general fund.

(2)

(a) When there is any surplus monies less than Two Thousand Five Hundred Dollars (\$2,500.00) in any special fund in the treasury of any county, road district, school district or other taxing district, or any municipality, and the board of supervisors, acting for the county or any road district, school district or other taxing district thereof, or the governing authorities of the municipality, as the case may be, shall desire to transfer all or part of the surplus monies in the special fund to some other fund of said county, road district, school district or other taxing district, or said municipality, as the case may be, such board of supervisors or the governing authorities of the municipality, as the case may be, shall cause an order to be entered on their minutes declaring their intention so to do, which said order shall show the name of the special fund, the amount of surplus monies to be transferred, and the name of the fund to which it is to be transferred, and same shall be transferred accordingly.

(b) Whenever the surplus monies in any special fund shall be Two Thousand Five Hundred Dollars (\$2,500.00) or more, the board of supervisors or the governing authorities of the municipality, as the case may be, desiring to transfer such surplus monies, shall cause notice of same to be published in some newspaper published in the county, district or municipality, as the case may be, for three (3) consecutive weeks or, if there be no newspaper so published, then in some newspaper having a general circulation in the county, district or municipality. Thereafter, the monies shall be transferred as stated in the order not less than thirty (30) days after the first publication in a newspaper as above stated, unless within said thirty (30) days, a petition against the proposed transfer, signed by twenty percent (20%) or fifteen hundred (1500), whichever is less, of the qualified electors residing in the county, district or municipality, as the case may be, shall be filed with the governing body. In the event such petition is filed, an election on the question of such transfer shall be called and held as herein provided. Notice of the election and manner of conducting it shall be the same as other elections conducted within counties or municipalities, as the case may be. The ballot shall have printed thereon the amount of surplus monies sought to be transferred, the purpose for which such monies were authorized to be used and a statement that a surplus exists in such fund, and the purpose for which such monies are sought to be used pursuant to their transfer. If a majority of the qualified electors voting in the election vote in favor of the transfer of surplus monies, then such monies shall be transferred. If a majority of the qualified electors voting in the election do not vote in favor of such transfer of surplus monies, then such monies shall not be transferred. Provided, however, that if the question of transferring the balance remaining in a special fund, the purpose for which such fund was created having been fully carried out, fails at an election held on same, then such monies shall be invested as authorized by law and shall be calculated in the budget for the county or municipality, as the case may be, to be used for general purposes for the succeeding fiscal year. Taxes imposed for the succeeding fiscal year for county or municipal general purposes shall be reduced by the amount of such monies in such special fund.

(3)

(a) When the balance remaining in any fund as set forth in subsections (1) and (2) represents a part of the proceeds of bonds sold for such county, district or municipality, and any part of said bonds or interest thereon remains unpaid, then such balance shall be transferred to the bond and interest fund to retire said bonds and interest due thereon, regardless of the amount thereof, without the necessity of publishing the order transferring same.

(b) Surplus monies in a bond and interest fund shall not be transferred unless there remains to the credit of such fund a sufficient balance to fully retire such bonds and interest thereon, including all redeemable bond coupons and the tax levy required to be made to pay principal of and interest on such bonds as they become due has been discontinued by the governing authorities of the county or municipality, as the case may be. Surplus monies in a bond and interest fund may be transferred to the general fund in accordance with subsection (1) of this section or to other funds in accordance with subsection (2) (b) of this section, regardless of the amount of the balance to be transferred.

SOURCES: Codes, 1942, Sec. 9176; Laws, 1932, ch. 191; 1950, ch. 232; 1983, ch. 386, Sec. 1, ch. 535, Sec. 1; 1988, ch. 337, eff from and after passage (approved April 15, 1988).

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-369. Acceptance by banks of checks payable to county, municipality, political subdivision or body politic.

All banks in this state are required to accept all checks and drafts that are payable to any county, municipality or any other political subdivision, or body politic, only for deposit to the credit of the particular payee to which such checks or drafts are payable, or to issue cashier's checks, certified checks and similar exchange in the name of and on behalf of the particular payee.

SOURCES: Laws, 1974, ch. 372, eff from and after passage (approved March 18, 1974).

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MISSISSIPPI CODE OF 1972

As Amended

SEC. 27-105-371. Duty to deposit funds into county depository; disposition of unidentifiable funds; duty of chancery clerk.

All county officials who receive funds under the authority of their office shall deposit such funds into a county depository. Any unidentifiable funds found by the county auditor or the State Auditor in the county depository shall be settled into the general fund of the county within thirty (30) days of the determination.

Any funds settled into the general fund under the authority of this section which are later identified shall be properly disbursed by the chancery clerk after the approval of the board of supervisors.

SOURCES: Laws, 1986, ch. 306, eff from and after October 1, 1986.

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CITY OF HATTIESBURG
DESIGNATION OF MUNICIPAL DEPOSITORIES
INFORMATION SHEET
2019-2020

Municipal Depositories must be certified by the State Treasurer as meeting the Capital Ratio requirement specified in Code section 27-105-315, or they must be insured by the Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC).

Financial institutions of the City of Hattiesburg insured by the FDIC or FSLIC may qualify if such institution had a primary Capital-to-Assets ratio of 5 %or more determined not later than December 1st of each calendar year by State Treasurer on the basis of balance sheet of applying depositories at June 30th of the same calendar year. Each depository applicant must furnish to the State Treasure such financial statements, balance sheets and other documentation sworn to by a duly elected officer(s) on such date or dates and on such forms as the State Treasure may require. Willful misstatement of fact on such forms shall subject the officer and the financial institution to ineligibility to serve as a depository for a period of one (1) year commencing with the date on which the State Treasurer certifies that such a misstatement has been made.

Securities eligible for securing of municipal funds as provided in Section 27-105-5, in an amount at least equal to 105% of the maximum sum to be placed in such financial institution at any one time exclusively that portion of the amounts insured by FDIC or FSLIC must be deposited with the Office of the City Clerk of his/her designee. No bond shall be accepted as security except for its market value, the city retains the right to retain other and different security. Failure to comply shall cause the depository to forfeit its rights as a depository, and all City funds will be immediately removed.

In addition to the foregoing, all applicants are required to comply with the following State statutes contained in Chapter 105, Article, Volume 9, and more specifically Sections 27-105-301 through 27-105-371, Mississippi Code of 1972, as annotated and amended, copies of which are attached hereto for your information.

BY: Kermas Eaton

CITY CLERK

NOTICE TO BIDDERS

PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more Specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., January 31, 2019, in the City Clerk=s Office in City Hall, P.O. Box 1898, Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended.

Each BID must be received in a sealed envelope which is marked in the lower left hand corner EXACTLY as follows:

BID:

**TWO (2) YEAR DEPOSITORIES
OPENING 10:00 A.M. January 31, 2019**

Each BID should also specify the kind(s) of securities to be given as security for funds Pursuant to State Statute.

Published by Order of the Council on this the 8th day of January 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Publish (2) Thursday's on 1-10& 1-17 2019
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

January 3, 2019

To: Mayor and City Council

From: Kermas Eaton, DOA/City Clerk
City Clerk/Tax Division

Subject: City of Hattiesburg Municipal Depositories Proposals

In reference to the subject above, only two proposals were received for Municipal Depositories that were previously advertised. The City of Hattiesburg needs more than two banks to conduct business efficiently, based on the volume and nature of the City's various transactions.

It is my recommendation that the two proposals be rejected and re-advertised.

If you have any questions, please contact me.

Thank you

Kermas Eaton

DOA/City Clerk

:dl



City of Hattiesburg, MS

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

Master

File Number: 2019-031

File ID: 2019-031

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 12/20/2018

Brief Title: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Final Action:

Minute Book Number: MB 2019-11

Title:

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Memo's (01-08-19), Receipts (01-08-19), Deeds (01-08-19), Executed grave space deeds

Enactment Number:

Contact:

Meeting Date: 01/08/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/08/2019					

Text of Legislative File 2019-031

Title

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 19, 2018

The following represents the grave spaces sold on December 19, 2018

Bobbie Lewis

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 31, Section 36, Highland Cemetery

Rosemary Bryant

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 44, Section 34, Highland Cemetery

Tommy D. Peterson

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 4, Section 26, Highland Cemetery

Malissa Isaac

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 70, Section 23, Highland Cemetery

Carol Harris

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 42, Section 28, Highland Cemetery

Debbie Harris

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 41, Section 28, Highland Cemetery

Mollie Davis

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 67, Section 37, Highland Cemetery

Danny Ellis & Shelia Dianne Russum

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 100, Section 21, Highland Cemetery

Katie A. Beasley

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 39, Section 34, Highland Cemetery

Mary Nell Magee

(1) Space \$ 150.00

East Half (E ½) Of the Northeast Quarter (NE ¼)

Lot 101, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-18 2018

SOLD TO:

Mr.. Mrs. Miss

Bobbie Lewis

ADDRESS

11 Continental Blvd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 31 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Danny Bleser
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-18 2018

SOLD TO:

Mr.. Mrs. Miss

Rosemary Bryant

ADDRESS

800 Fairley St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 44 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CK # 2514

CITY OF HATTIESBURG, MISSISSIPPI

By

Danny Bleser
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-17 2018

SOLD TO:

Mr.. Mrs. Miss

Tommy D. Peterson

ADDRESS

1258 Richburg Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 4 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CK # 3688

CITY OF HATTIESBURG, MISSISSIPPI

By

Danny Bleser
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-13 2018

SOLD TO:

Mr.. Mrs. Miss

Malissa Isaac

ADDRESS

422 McWick St Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 70

Section No. 23 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Anthony Nelson
Supt. of City Cemeteries

CK# 001810

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-14 2018

SOLD TO:

Mr.. Mrs. Miss

Mollie Davis

ADDRESS

103 Cosmic Dr Hattiesburg MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 67

Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Anthony Nelson
Supt. of City Cemeteries

CK# 3087

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-14 2018

SOLD TO:

Mr.. Mrs. Miss

Danny Ellis & Sheila Dianne Russum

ADDRESS

805 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 100

Section No. 21 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Anthony Nelson
Supt. of City Cemeteries

Cash

Mail 100
17 Hemmingway Dr.
Sumrall MS
39482

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-10 2018

SOLD TO:

Mr. Mrs. Miss Katie A. Beasley
ADDRESS 17 Hemmingway Dr. Sumrall MS 39482

Desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 39 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash # 103

CITY OF HATTIESBURG, MISSISSIPPI

By Ja May Nelson
Supt. of City Cemeteries

Mail 101
Kathy Magee
P.O. Box 109
Sumrall MS
39479

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/07/ 2018

SOLD TO:

Mr. Mrs. Miss Mary Nell Magee
ADDRESS 710 Hall Ave. Hattiesburg MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 101 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cash # 105.00
CC # 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah B. Borne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Kathy Magee
P.O. Box 109
Seminary, MS
39479

Hattiesburg, Miss., 12/07/ 20 18

SOLD TO:

Mr. Mrs. Miss Mary Nell Magee

ADDRESS 710 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E. 1/2 NE 1/4 Lot No. 101 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cash \$105.00
CC \$45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Boone
Supt. of City Cemeteries

CITY OF HATTIESBURG CEMETERY A
3401 W 7TH ST
HATTIESBURG, MS 39401
(601) 545-4681

Bank ID: 6811
Merchant ID: 7957
Term ID: 001

Sale

XXXXXXXXXXXX2752

VISA

Entry Method: Chip

Total: \$ 45.00

12/07/18

15:06:22

Inv #: 0000001

Appr Code: H45588

Approved: Online

Batch#: 341001

Retrieval Ref. #: 90100001

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

Kathy Magee
MAGEE/KATHY

VISA DEBIT
ATD: A0000000031010
TSI: F800
TVR: 0000000000

Merchant Copy

Mail to:

534 Winston St.
Grand Prairie, TX 75052

SOLD TO:

Mr. Mrs. Miss

Debbie Harris

ADDRESS

113 Townsend St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 41 Section No. 28 in Highland Cemetery

Number of grave spaces

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

credit
card

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Mail to:

534 Winston St.
Grand Prairie, TX 75052

SOLD TO:

Mr. Mrs. Miss

Carol Harris

ADDRESS

113 Townsend St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 42 Section No. 28 in Highland Cemetery

Number of grave spaces

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

credit
card

CITY OF HATTIESBURG CEMETERY A
900 N 7TH ST
HATTIESBURG, MS 39401
(601) 645-6651

Bank ID: 0021
Merchant ID: 1567
Term ID: 001

Sale

XXXXXXXXXXXX907
VISA

Entry Method: Chip

Total: \$

350.00

12/17/18

14:04:58

Lot #: 000001

Appr Code: 067057

Approval: Online

Batch#: 351001

Retrieval Ref #: 00100001

I agree to pay above total amount
according to card issuer statement
(Merchant statement if credit voucher)


DEBBIE HARRIS

VISA DEBIT
CARD: 000000000000
TID: 0000
TVR: 0000000000

Purchaser Copy

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bobbie Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 31 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rosemary Bryant, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 44 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tommy D. Peterson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 4 Section 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Malissa Isaac, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 70 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carol Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 42 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Debbie Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 41 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mollie Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 67 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Danny Ellis & Shelia Dianne Russum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 100 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day January 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January, 2019

My Commission Expires:

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Nell Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 101

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bobbie Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 31 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

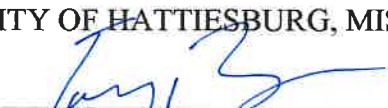
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rosemary Bryant, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 44 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

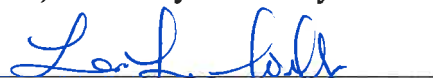
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tommy D. Peterson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 4 Section 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

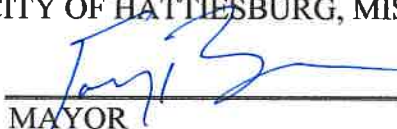
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Malissa Isaac, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 70 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

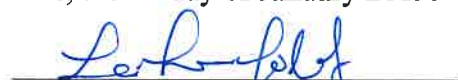
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

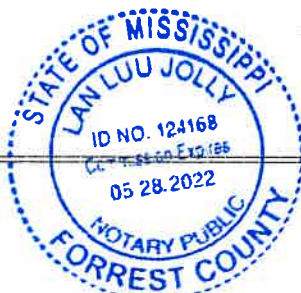
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carol Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 42 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

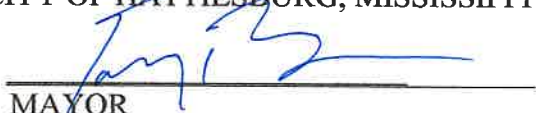
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Debbie Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 41 Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI


CITY CLERK


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

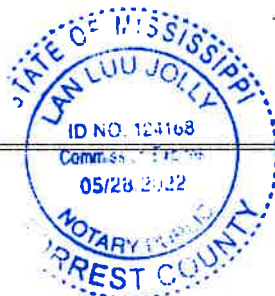
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mollie Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 67 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Danny Ellis & Shelia Dianne Russum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 100 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day January 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI


CITY CLERK


MAYOR

(S E A L)

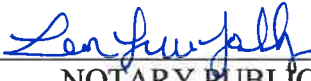
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January, 2019

My Commission Expires:

5-28-2022


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Katie A. Beasley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 39 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day January 2019.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January, 2019

My Commission Expires:

5-28-2022


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Nell Magee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 101

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

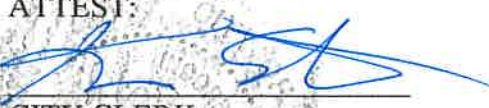
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

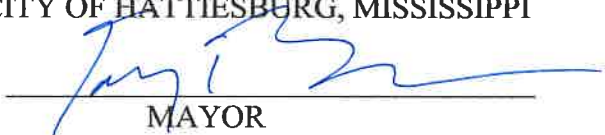
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of January, 2019.

ATTEST:


CITY CLERK
(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of January, 2019.

My Commission Expires:

5-28-2022


NOTARY PUBLIC





City of Hattiesburg, MS

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

Master

File Number: 2019-032

File ID: 2019-032

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/26/2018

Brief Title: Claims docket for the period ending 12/31/2018.

Final Action:

Minute Book Number: MB 2019-11

Title:

Approve claims docket for the period ending December 31, 2018.

Notes:

Agenda Date: 01/08/2019

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: DOCKET 18.12-31, addendum to the claims docket

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	01/08/2019					

Text of Legislative File 2019-032

Title

Approve claims docket for the period ending December 31, 2018.

Summary

Claims docket for the period ending 12/31/2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/27/18

PERIOD ENDING DECEMBER 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	18-62651 MOF	00185334	18001705	SERV 10/11/18 MOFFETT PRISON	12/31/18	268014	303.09-
00001 A A A AMBULANCE SERVICE	18-63844 F S	00185334	18001706	SERV 10/16/18 SMITH PRISONER	12/31/18	268014	307.67-

A A A AMBULANCE SERVICE							
Sum							610.76-
00001 AAMCO TRANSMISSION (PINE Q110005		00183847	18001700	REPRS U#19705 POLICE	12/31/18	268015	889.95-
00001 AAMCO TRANSMISSION (PINE I140907		00185006	18001772	REPRS U#9609 PUB WORKS	12/31/18	268015	3,257.97-

AAMCO TRANSMISSION (PINE							
Sum							4,147.92-
00001 AFFORDABLE EMERGENCY LIG 1131		00185010	18001662	DIAGNOSE VISTA U#19702	12/31/18	268017	85.00-
00001 AFFORDABLE EMERGENCY LIG 1132		00185010	18001663	INSTALL WATCHGUARD U#19708	12/31/18	268017	340.00-
00001 AFFORDABLE EMERGENCY LIG 1133		00185010	18001664	REPR ANTENNA CABLE U#20845	12/31/18	268017	85.00-
00001 AFFORDABLE EMERGENCY LIG 1130		00185176	18001677	INSTALL RADAR U#20421	12/31/18	268017	85.00-
00001 AFFORDABLE EMERGENCY LIG 1139		00184127	18001745	WARNING LIGHTS U#20099 FIRE	12/31/18	268017	2,385.97-
00001 AFFORDABLE EMERGENCY LIG 1136		00185282	18001783	REPR LIGHTS/SIREN U#17592	12/31/18	268017	342.23-
00001 AFFORDABLE EMERGENCY LIG 1143		00185124	18001808	INSTALL K-9 KENNEL U#16767	12/31/18	268017	2,337.50-

AFFORDABLE EMERGENCY LIG							
Sum							5,660.70-
00001 AIRGAS USA LLC (NORDAN S 9957859028		00185265	18001624	CYLINDER RENT P/W SHOP	12/31/18	268018	274.58-
00001 AIRGAS USA LLC (NORDAN S 9957859030		00185268	18001656	CYLINDER RENT CONSTR DEPT	12/31/18	268018	112.53-

AIRGAS USA LLC (NORDAN S							
Sum							387.11-
00001 ALLBRITTON CHAIN SAW & L 60972		00185368	18001776	EDGER BLADES HEALTH DIV	12/31/18	268019	149.00-

ALLBRITTON CHAIN SAW & L							
Sum							149.00-
00001 AT&T	601M81832700	02019220	18001589	MNTHLY SERV 12/18 VARI DEPTS	12/31/18	268023	13,247.63-
00001 AT&T	601M26940440	00020193	18001674	SERV 12/8/18-1/7/19 POLICE	12/31/18	268024	76.00-
00001 AT&T	601545491010	02019231	18001679	SERV 12/8/18-1/7/19 DISPATCH	12/31/18	268025	170.60-
00001 AT&T	601M26684200	00185397	18001756	INTERACT SUPPORT 12/8-1/7/19	12/31/18	268026	6,790.00-
00001 AT&T	601M26491400	00185397	18001758	INTERACT SUPPORT 12/8-1/7/19	12/31/18	268027	47.00-
00001 AT&T	056314932900	02019240	18001789	LONG DIST 12/15-1/15 DISPATCH	12/31/18	268028	45.34-

AT&T							
Sum							20,376.57-
00001 AUTO ARMATURE SERVICE IN 15185		00185166	18001598	BATTERY U#16239 PUB WORKS	12/31/18	268029	132.95-
00001 AUTO ARMATURE SERVICE IN 15186		00185166	18001599	ALTERNATOR U#16239 PUB WORKS	12/31/18	268029	129.95-
00001 AUTO ARMATURE SERVICE IN 15225		00185279	18001647	BATTERY U#18322 POLICE	12/31/18	268029	149.95-
00001 AUTO ARMATURE SERVICE IN 15236		00185228	18001678	BATTERY U#14407 SANIT	12/31/18	268029	317.90-
00001 AUTO ARMATURE SERVICE IN 15278		00185327	18001709	BATTERIES U#16082 PUB WORKS	12/31/18	268029	476.85-

AUTO ARMATURE SERVICE IN							

Sum							1,207.60-
00001 BARRACUDA NETWORKS INC	2245459	00184671 18001693 1 YR EMAIL SECURITY	12/31/18	268031			2,309.00-

BARRACUDA NETWORKS INC							
Sum							2,309.00-
00001 BEST BUY FOR GOVERNMENT	3599662	00185311 18001806 CAMERA/LENS P.I.O.	12/31/18	268032			4,333.48-

BEST BUY FOR GOVERNMENT							
Sum							4,333.48-
00001 BIG IRON DIESEL REPAIR L RO3125		00185195 18001602 REPRS U#20503 PUB WORKS	12/31/18	268033			1,267.57-

BIG IRON DIESEL REPAIR L							
Sum							1,267.57-
00001 BLOSSMAN GAS INC	5620590	00185249 18001708 PROPANE PUBLIC WORKS	12/31/18	268034			45.50-

BLOSSMAN GAS INC							
Sum							45.50-
00001 BODY TECH INC	4760 PO#1837	00183733 18001665 WRECK REPRS U#19700 POLICE	12/31/18	268035			6,380.44-

BODY TECH INC							
Sum							6,380.44-
00001 BOURNE BROTHERS PRINTING	67620	00184047 18001697 REFRIGERATOR MAGNETS POLICE	12/31/18	268036			120.25-
00001 BOURNE BROTHERS PRINTING	68222	00185364 18001788 RECYCLE DECALS SANIT	12/31/18	268036			300.00-

BOURNE BROTHERS PRINTING							
Sum							420.25-
00001 BRACKMAN MOWER WAREHOUSE	42787	00184528 18001632 REPR PTS U#19200 HEALTH DIV	12/31/18	268037			78.00-
00001 BRACKMAN MOWER WAREHOUSE	42520	00183770 18001633 REPRS U#19200 AIRPORT	12/31/18	268037			191.50-

BRACKMAN MOWER WAREHOUSE							
Sum							269.50-
00001 BURROUGHS DIESEL INC	7875	00184884 18001703 REPRS ENGINE #7 FIRE DEPT	12/31/18	268040			3,406.52-

BURROUGHS DIESEL INC							
Sum							3,406.52-
00001 C D W GOVERNMENT	QKF1487	00185198 18001810 CRADLE POINT 10 NEW POL UNITS	12/31/18	268041			8,502.20-

C D W GOVERNMENT							
Sum							8,502.20-
00001 C SPIRE BUSINESS (FORMER HM244781		00185462 18001795 TELECONFERENCE SERV MUN COURT	12/31/18	268042			28.95-

C SPIRE BUSINESS (FORMER							
Sum							28.95-
00001 CALBERT, MILDRED (REFUND BLDG PRMT#RE 02019237		18001753 REFUND BLDG PERMIT	12/31/18	268043			91.00-

CALBERT, MILDRED (REFUND							
Sum							91.00-
00001 CANON FINANCIAL SERVICES	19551698	00185434 18001802 COPIER 11/18-12/18 PURCHASING	12/31/18	268044			180.23-

CANON FINANCIAL SERVICES							
Sum							180.23-
00001 CARQUEST AUTO PARTS STOR	14758-117242	00184658 18001597 PAINT PUB WORKS TRAILER	12/31/18	268046			83.64-

00001	CARQUEST AUTO PARTS STOR	14758-116438	00184167	18001600	REPR PTS U#16237 PUB WORKS	12/31/18	268046	156.38-
00001	CARQUEST AUTO PARTS STOR	14758-117769	00184408	18001660	REPR PTS VARI POLICE UNITS	12/31/18	268046	3,035.06-
00001	CARQUEST AUTO PARTS STOR	14758-117561	00184886	18001661	REPR PTS POLICE UNITS/STOCK	12/31/18	268046	417.73-
00001	CARQUEST AUTO PARTS STOR	14758-116679	00184345	18001667	REPR PTS U#20070 SANIT	12/31/18	268046	60.99-
00001	CARQUEST AUTO PARTS STOR	14758-117834	00185095	18001676	REPR PTS POLICE UNITS/STOCK	12/31/18	268046	760.88-
00001	CARQUEST AUTO PARTS STOR	14758-118234	00185391	18001782	REPR PTS VARI UNITS/SHOP	12/31/18	268046	1,232.62-
00001	CARQUEST AUTO PARTS STOR	14758-118236	00185396	18001822	REPR PTS CEMETERY SHOP	12/31/18	268046	156.93-

CARQUEST AUTO PARTS STOR								
Sum								5,904.23-
00001	CELLULAR SOLUTIONS (REFU	PRIVILEGE LI	02019232	18001680	PRIVILEGE LIC RFD #72788	12/31/18	268047	5.00-

CELLULAR SOLUTIONS (REFU								
Sum								5.00-
00001	CINTAS CORPORATION #J66	J66622714	00185208	18001595	UNIFORMS 12/10 TRAFFIC	12/31/18	268053	31.32-
00001	CINTAS CORPORATION #J66	J66622716	00185208	18001596	MOP/MAT 12/10 TRAFFIC	12/31/18	268053	7.90-
00001	CINTAS CORPORATION #J66	J66623956	00185299	18001718	UNIFORMS 12/17 P/W SHOP	12/31/18	268053	35.15-
00001	CINTAS CORPORATION #J66	J66623952	00185298	18001719	UNIFORMS 12/17 CONSTR	12/31/18	268053	74.29-
00001	CINTAS CORPORATION #J66	J66623959	00185326	18001720	UNIFORMS 12/17 PUB WORKS	12/31/18	268053	24.96-
00001	CINTAS CORPORATION #J66	J66623957	00185326	18001721	UNIFORMS 12/17 PUB WORKS	12/31/18	268053	76.09-
00001	CINTAS CORPORATION #J66	J66623951	00185326	18001722	UNIFORMS 12/17 PUB WORKS	12/31/18	268053	25.00-
00001	CINTAS CORPORATION #J66	J66623961	00185326	18001723	MOP/MAT 12/17 GO&FS	12/31/18	268053	24.04-
00001	CINTAS CORPORATION #J66	J66623953	00185326	18001724	UNIFORMS 12/17 HEALTH	12/31/18	268053	138.65-
00001	CINTAS CORPORATION #J66	J66623955	00185300	18001725	UNIFORMS 12/17 SANIT	12/31/18	268053	172.02-
00001	CINTAS CORPORATION #J66	J66623958	00185363	18001734	UNIFORMS 12/17 TRAFFIC	12/31/18	268053	31.32-
00001	CINTAS CORPORATION #J66	J66623960	00185363	18001735	MOP/MAT 12/17 TRAFFIC	12/31/18	268053	7.90-
00001	CINTAS CORPORATION #J66	J66625187	00185464	18001817	UNIFORMS 12/24 P/W SHOP	12/31/18	268053	35.15-
00001	CINTAS CORPORATION #J66	J66625183	00185463	18001819	UNIFORMS 12/24 CONSTR	12/31/18	268053	82.29-
00001	CINTAS CORPORATION #J66	J66625189	00185494	18001827	UNIFORMS 12/24 TRAFFIC	12/31/18	268053	31.32-
00001	CINTAS CORPORATION #J66	J66625191	00185494	18001828	MOP/MAT 12/24 TRAFFIC	12/31/18	268053	7.90-
00001	CINTAS CORPORATION #J66	J66625186	00185472	18001834	UNIFORMS 12/24 SANIT	12/31/18	268053	192.02-

CINTAS CORPORATION #J66								
Sum								997.32-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02019230	18001659	TRF 2ND 12/18 PAYROLL	12/18/18	113232	1,096,818.61-

CITY OF HATTIESBURG FUND								
Sum								1,096,818.61-
00001	CLARION LEDGER (ADVERTIS	0002138015	00185260	18001621	CITY WIDE ADS AND NOTICES	12/31/18	268054	271.92-

CLARION LEDGER (ADVERTIS								
Sum								271.92-
00001	COLLINS & NULL APPRAISAL	3542	00185496	18001829	BIG YANK APPRAISAL #2 FIRE	12/31/18	268057	300.00-
00001	COLLINS & NULL APPRAISAL	3456	00185504	18001839	APPRAISAL 1300 EDWARDS ST	12/31/18	268057	500.00-

COLLINS & NULL APPRAISAL								
Sum								800.00-
00001	COMCAST CABLEVISION OF H	839641073089	00185323	18001694	CABLE 11/15/18-1/14/19 C HALL	12/31/18	268058	128.28-

COMCAST CABLEVISION OF H								
Sum								128.28-
00001	COMMERCIAL STATIONERY CO	418504-0	00184139	18001701	OFFICE SUPP P/F ACADEMY	12/31/18	268059	238.72-

COMMERCIAL STATIONERY CO								
Sum							238.72-	
00001	COMSOUTH	190969	00185188	18001603	RADIO REPR CONSTR DEPT	12/31/18	268060	90.00-
00001	COMSOUTH	190106	00182210	18001685	REPAIR FIRE DEPT RADIO	12/31/18	268060	450.00-

COMSOUTH								
Sum							540.00-	
00001	COURT PROGRAMS INC	INVOICE #51	00185465	18001794	MNTHLY ANKLE MONITORING COURT	12/31/18	268061	7,230.00-

COURT PROGRAMS INC								
Sum							7,230.00-	
00001	COURTNEY'S RESTAURANT EQ	12420	00184666	18001684	SERV ICE MACH 8 FIRE STATIONS	12/31/18	268062	2,544.55-

COURTNEY'S RESTAURANT EQ								
Sum							2,544.55-	
00001	COVINGTON SALES & SERVIC	81483	00184644	18001605	FRT CHG PO#183977	12/31/18	268063	136.33-
00001	COVINGTON SALES & SERVIC	81326	00183977	18001608	REPRS U#18907 AIRPORT	12/31/18	268063	3,731.77-

COVINGTON SALES & SERVIC								
Sum							3,868.10-	
00001	D P S CRIME LAB	90074107	00185336	18001698	ANALYTICAL FEES POLICE DEPT	12/31/18	268066	360.00-

D P S CRIME LAB								
Sum							360.00-	
00001	DENSON OIL COMPANY INC	117804	00185103	18001635	DIESEL FOR P/W FUEL STATION	12/31/18	268068	7,319.98-
00001	DENSON OIL COMPANY INC	117973	00185286	18001778	DIESEL FOR P/W FUEL STATION	12/31/18	268068	6,212.20-

DENSON OIL COMPANY INC								
Sum							13,532.18-	
00001	DOLEAC ELECTRIC CO INC	PW-X2	00184012	18001622	NEW ATC CONTROLLER PUB WORKS	12/31/18	268071	3,997.00-
00001	DOLEAC ELECTRIC CO INC	CH-X1	00181642	18001628	GENERATOR BATTERIES CITY HALL	12/31/18	268071	879.62-

DOLEAC ELECTRIC CO INC								
Sum							4,876.62-	
00001	ECONOMY SUPPLY CO	004001	00185192	18001625	GLUE GUN/GLUE CONSTR DEPT	12/31/18	268074	41.95-
00001	ECONOMY SUPPLY CO	003942	00185202	18001626	PLYWOOD NEW YEARS EVE PROJECT	12/31/18	268074	119.80-
00001	ECONOMY SUPPLY CO	004115	00185258	18001644	PLYWOOD NEW YEARS PROJECT	12/31/18	268074	119.80-
00001	ECONOMY SUPPLY CO	004167	00184964	18001707	PORTLAND CEMENT PUB WORKS	12/31/18	268074	906.50-
00001	ECONOMY SUPPLY CO	003933	00185187	18001749	CEILING TILE HBRG AMERICAN	12/31/18	268074	1,056.00-
00001	ECONOMY SUPPLY CO	004505	00185349	18001773	CABINET MATLS YTH ART MUSEUM	12/31/18	268074	119.00-
00001	ECONOMY SUPPLY CO	004474	00185365	18001774	DOOR LOCKS/LETTERS ART MUSEUM	12/31/18	268074	33.25-

ECONOMY SUPPLY CO								
Sum							2,396.30-	
00001	ELITE SCREEN PRINTING	27616	00184822	18001741	SHIRTS UD HOMELESS COORD	12/31/18	268076	91.00-

ELITE SCREEN PRINTING								
Sum							91.00-	
00001	ELKINS WHOLESALE INC	365555	00184565	18001652	JANIT SUPP FIRE STATIONS	12/31/18	268077	849.59-

ELKINS WHOLESALE INC								

[illegible]

00001	GLADDEN LAW OFFICE PLLC	0205	00185481	18001824	SRVS 12/18 ADV CLINT BRELAND	12/31/18	268094	1,559.00-
00001	GLADDEN LAW OFFICE PLLC	0206	00185481	18001825	SRVS 12/18 PLAN/ZONE/CODES	12/31/18	268094	847.00-

GLADDEN LAW OFFICE PLLC								
Sum								
00001	HATTIESBURG HYDRAULICS I	77026	00185004	18001712	REPR PTS U#20068 SANIT	12/31/18	268098	2,406.00-

HATTIESBURG HYDRAULICS I								
Sum								
00001	HUGHES SUPPLY	S154480011.0	00184804	18001639	HEATER RELAY POLICE SERV CNTR	12/31/18	268099	359.22-
00001	HUGHES SUPPLY	S154605452.0	00185230	18001816	ELEC SUPP P/W SHOP	12/31/18	268099	59.93-

HUGHES SUPPLY								
Sum								
00001	INDEPENDENT ELEVATOR INS	1165	00185129	18001739	ELEVATOR INSPECTIONS VARI LOC	12/31/18	268100	106.23-

INDEPENDENT ELEVATOR INS								
Sum								
00001	INDOFF INC	3190441	00185169	18001717	OFFICE SUPP CEMETERY	12/31/18	268101	570.00-

INDOFF INC								
Sum								
00001	IRBY, STUART C CO	S011046900.0	00184662	18001640	BAY HEATER REPR PT #6 FIRE	12/31/18	268102	93.75-

IRBY, STUART C CO								
Sum								
00001	J M H GRAPHICS	15872	00184709	18001737	EVENT JACKET CEMETERY PRSNL	12/31/18	268103	34.78-

J M H GRAPHICS								
Sum								
00001	JOHNNY'S WRECKER SERVICE	37449	00185302	18001715	TOWING U#15893 SANIT	12/31/18	268106	34.00-

JOHNNY'S WRECKER SERVICE								
Sum								
00001	JOHNSON CONTROLS, INC	1-8328906653	00185488	18001830	BLDG EFFICIENCY SERVICE CALL	12/31/18	268107	350.00-
00001	JOHNSON CONTROLS, INC	1-8301525648	00185492	18001831	SERV AGRMNT YEAR 2 OF 15	12/31/18	268107	1,377.60-
00001	JOHNSON CONTROLS, INC	00073610977	00185492	18001832	SERV AGRMNT 12/18-2/19	12/31/18	268107	3,156.25-

JOHNSON CONTROLS, INC								
Sum								
00001	LARRY'S WRECKER SERVICE	5470	00185280	18001650	TOWING U#17579/18324 POLICE	12/31/18	268113	12,214.85-
00001	LARRY'S WRECKER SERVICE	5654	00185280	18001651	TOWING U#18327 POLICE	12/31/18	268113	110.00-
00001	LARRY'S WRECKER SERVICE	5494	00185437	18001809	TOWING U#18322 POLICE	12/31/18	268113	55.00-

LARRY'S WRECKER SERVICE								
Sum								
00001	LIBERTY FLAG & SPECIALTY	12180020	00184969	18001743	REPLCMNT FLAGS POLICE DEPT	12/31/18	268114	220.00-

LIBERTY FLAG & SPECIALTY								
Sum								
00001	LIGHTSEY & ASSOCIATES	APPRAISAL WE	00185495	18001833	LAND APPRAISAL WEST 4TH ST	12/31/18	268115	293.95-

LIGHTSEY & ASSOCIATES

Sum								450.00-
00001	LOCAL GOVERNMENT SERVICE	302-3	00185431	18001780	PROFESSIONAL SERVICES	12/31/18	268116	2,800.00-

LOCAL GOVERNMENT SERVICE								
Sum								2,800.00-
00001	LOCAL IMPACT ANALYTICS	209-2	00183374	18001760	AD VALOREM TAX EXEMPT ANALYS	12/31/18	268117	1,200.00-

LOCAL IMPACT ANALYTICS								
Sum								1,200.00-
00001	LUU, LISA	TRAV ADVANCE	00185477	18001823	TRAV ADV IIMC CONF BIRMINGHAM	12/31/18	268118	1,092.44-

LUU, LISA								
Sum								1,092.44-
00001	MAC PAPERS	398919	00185241	18001779	PAPER SUPP VARI DEPTS	12/31/18	268120	429.70-

MAC PAPERS								
Sum								429.70-
00001	MAGEE, DESSIE (REFUND)	FHEO COMPLIA	00185213	18001611	FHEO CORRECTIVE ACTION	12/31/18	268121	788.59-

MAGEE, DESSIE (REFUND)								
Sum								788.59-
00001	MALONE ROOFING SERVICES,	30841	00181843	18001742	ROOF REPR OLD HBRG AMERICAN	12/31/18	268122	16,000.00-

MALONE ROOFING SERVICES,								
Sum								16,000.00-
00001	MCELHANEY PLUMBING INC	273765	00185203	18001623	WTR COOLER REPR PTS P/W SHOP	12/31/18	268123	32.45-

MCELHANEY PLUMBING INC								
Sum								32.45-
00001	MEDICAL ANALYSIS-GHV	10372	00185313	18001695	MNTHLY FEES 12/18 EMP CLINIC	12/31/18	268124	30,740.88-

MEDICAL ANALYSIS-GHV								
Sum								30,740.88-
00001	MID SOUTH GLASS INC	0045837	00185185	18001627	MIRRORS YOUTH ART MUSEUM	12/31/18	268125	54.00-

MID SOUTH GLASS INC								
Sum								54.00-
00001	MID SOUTH UNIFORM & SUPP	585742	00184584	18001767	UNIFORMS/NAME PLATES POLICE	12/31/18	268126	1,240.89-
00001	MID SOUTH UNIFORM & SUPP	584149	00183850	18001805	UNIFORM JACKETS POLICE STOCK	12/31/18	268126	975.00-

MID SOUTH UNIFORM & SUPP								
Sum								2,215.89-
00001	MINGLEDORFF'S INC	7991635-00	00185206	18001787	A/C SUPP CONSTR DEPT SHOP	12/31/18	268127	506.21-

MINGLEDORFF'S INC								
Sum								506.21-
00001	MS ECONOMIC COUNCIL	02-2019/PO#1	00185290	18001646	2019 DUES MAYOR BARKER	12/31/18	268130	300.00-

MS ECONOMIC COUNCIL								
Sum								300.00-
00001	MS MUSIC INC	1134074	00185483	18001826	SOUND SYS VETERANS DAY	12/31/18	268132	345.00-

MS MUSIC INC								
Sum								345.00-
00001	MS POWER COMPANY	12/18	GENERA	00020196	18001792	MNTHLY ELEC-GENERAL	12/31/18 268133	121,893.12-

MS POWER COMPANY								
Sum								121,893.12-
00001	MS RECYCLING COALITION	1012019-11		00185412	18001762	MBRSHR RNWL 1/19-12/19	12/31/18 268134	50.00-

MS RECYCLING COALITION								
Sum								50.00-
00001	MS STATE DEVELOPMENT AUT GRANT #R-103	02019234		18001757		HUB CITY LOFTS PYMT #72	12/21/18 113284	10,117.71-

MS STATE DEVELOPMENT AUT								
Sum								10,117.71-
00001	NAPA AUTO PARTS	586217		00185056	18001590	MAINT SUPP U#19835 FIRE DEPT	12/31/18 268135	135.55-
00001	NAPA AUTO PARTS	586250		00185089	18001733	DIESEL EXHAUST FLUID	12/31/18 268135	239.00-
00001	NAPA AUTO PARTS	586423		00185233	18001815	DISPOSABLE GLOVES P/W SHOP	12/31/18 268135	35.94-

NAPA AUTO PARTS								
Sum								410.49-
00001	NELSON, JOHN C	3702		00184798	18001748	CLEAR/CLEANUP 3105 DELWOOD	12/31/18 268137	1,665.00-

NELSON, JOHN C								
Sum								1,665.00-
00001	NEWELL PAPER COMPANY	4043855		00185186	18001686	BLDG SUPP YOUTH ART MUSEUM	12/31/18 268138	178.00-
00001	NEWELL PAPER COMPANY	4044033		00185186	18001687	BLDG SUPP YOUTH ART MUSEUM	12/31/18 268138	29.50-

NEWELL PAPER COMPANY								
Sum								207.50-
00001	NORFOLK SOUTHERN CORP	90814690		00185276	18001658	1/19 LEASE RR ST PK LOT	12/31/18 268139	1,989.37-

NORFOLK SOUTHERN CORP								
Sum								1,989.37-
00001	OFFICE DEPOT INC	2252165289		00184820	18001638	COMPUTER SUPP INFO TECH	12/31/18 268141	1,059.85-
00001	OFFICE DEPOT INC	244927045001		00185063	18001641	COMPUTER MONITORS LAND CODE	12/31/18 268141	140.58-
00001	OFFICE DEPOT INC	244925927001		00185063	18001642	OFFICE SUPP LAND CODE	12/31/18 268141	319.90-
00001	OFFICE DEPOT INC	168510202001		00185303	18001691	COMPUTER MONITORS INFO TECH	12/31/18 268141	1,561.66-
00001	OFFICE DEPOT INC	168510203001		00185303	18001692	PRINTER TONER INFO TECH	12/31/18 268141	133.98-

OFFICE DEPOT INC								
Sum								3,215.97-
00001	OFFICE PRODUCTS PLUS	850975-0		00185175	18001675	OFFICE SUPP POLICE DEPT	12/31/18 268142	825.90-
00001	OFFICE PRODUCTS PLUS	845103-0		00183508	18001681	JANIT SUPP P/F ACADEMY	12/31/18 268142	564.76-
00001	OFFICE PRODUCTS PLUS	845103-1		00183508	18001682	OFFICE SUPP P/F ACADEMY	12/31/18 268142	66.37-
00001	OFFICE PRODUCTS PLUS	845103-2		00183508	18001683	JANIT SUPP P/F ACADEMY	12/31/18 268142	257.22-

OFFICE PRODUCTS PLUS								
Sum								1,714.25-
00001	PARISH TRACTOR (HATTIESB 02-74851			00184227	18001607	GEARBOXES U#15997 HEALTH DIV	12/31/18 268144	2,716.34-
00001	PARISH TRACTOR (HATTIESB 02-76895			00185193	18001710	MOTOR OIL U#16076 PUB WORKS	12/31/18 268144	442.15-

PARISH TRACTOR (HATTIESB

Sum								3,158.49-
00001	PCMG, INC	B10554910101	00184965	18001781	OFFICE SUPP RECORDS DIVISION	12/31/18	268145	336.63-

PCMG, INC

Sum								336.63-
00001	PEARL RIVER VALLEY EPA (	12/18 GENERA	00020196	18001777	MNTHLY 12/18 PUBLIC SERVICES	12/31/18	268147	1,316.65-

PEARL RIVER VALLEY EPA (

Sum								1,316.65-
00001	PINE BELT MENTAL HEALTHC	REG TOWNSEND	00185390	18001755	REG TOWNSEND HOMELESS WRKSHOP	12/31/18	268151	150.00-

PINE BELT MENTAL HEALTHC

Sum								150.00-
00001	PINE BELT OIL COMPANY IN	1057372	00185285	18001754	GAS FOR P/W FUEL STATION	12/31/18	268152	10,499.23-
00001	PINE BELT OIL COMPANY IN	10628021	00184720	18001764	GAS FOR P/W FUEL STATION	12/31/18	268152	7,232.80-

PINE BELT OIL COMPANY IN

Sum								17,732.03-
00001	PITNEY BOWES INC-METER R	3307624970	00185324	18001696	POSTAGE MACH LEASE 10/-12/18	12/31/18	268153	1,206.87-

PITNEY BOWES INC-METER R

Sum								1,206.87-
00001	PUCKETT MACHINERY COMPAN	P05C5657357	00185085	18001606	HYD OIL U#20093 HEALTH DIV	12/31/18	268156	497.85-

PUCKETT MACHINERY COMPAN

Sum								497.85-
00001	REGIONS BANK (SANITATION	#861366 L#00	20019221	18001669	GARBAGE TRUCK LEASE DUE 12/18	12/18/18	113233	41,376.52-

REGIONS BANK (SANITATION

Sum								41,376.52-
00001	RICOH CORP	5055194968	G 00185237	18001609	PRODUCTION PRINTER CHARGES	12/31/18	268159	138.38-
00001	RICOH CORP	5055228004	00185316	18001704	COPIER 11/18 LAND CODE DIV	12/31/18	268159	144.40-
00001	RICOH CORP	5055227311	00185367	18001728	COPY OVERAGES 12/18 HUMAN RES	12/31/18	268159	56.96-
00001	RICOH CORP	5055226701	00185446	18001798	COPIER OVERAGES 11/18 COURT	12/31/18	268159	80.99-
00001	RICOH CORP	5054902292	00185457	18001799	COPIER OVERAGES COURT	12/31/18	268159	14.57-
00001	RICOH CORP	9026708457	00185458	18001800	COPIER 9/1-10/31/18 COURT	12/31/18	268159	287.51-
00001	RICOH CORP	30977264	00185459	18001801	COPIER 12/18 MUN COURT	12/31/18	268159	287.51-

RICOH CORP

Sum								1,010.32-
00001	RJ YOUNG COMPANY	INV2796297	00185341	18001688	COPIER 10/24-11/23/18 COURT	12/31/18	268160	168.00-
00001	RJ YOUNG COMPANY	INV2814987	00185325	18001689	COPIER 11/5-12/4/18 CITY CLK	12/31/18	268160	246.94-
00001	RJ YOUNG COMPANY	INV2815919	00185317	18001690	COPIER 11/6-12/5/18 PLANNING	12/31/18	268160	369.00-
00001	RJ YOUNG COMPANY	INV2820742	00185418	18001784	COPIER 11/10-12/9/18 ACADEMY	12/31/18	268160	198.00-
00001	RJ YOUNG COMPANY	INV2821509	00185440	18001814	COPIER/OVRGS 12/17-12/19 P/W	12/31/18	268160	1,777.13-

RJ YOUNG COMPANY

Sum								2,759.07-
00001	ROAD SAFE	89447	00185061	18001813	TYPE 3 BARRICADES TRAFFIC DIV	12/31/18	268161	22,185.00-

ROAD SAFE

Sum								22,185.00-
00001	ROBINSON ELECTRIC SUPPLY	2899-422556	00184989	18001645	ELEC SUPP CONSTR DEPT	12/31/18	268162	31.50-

ROBINSON ELECTRIC SUPPLY								
Sum								31.50-
00001	SACKS OUTDOOR SUPPLY	RC1000117123	00185380	18001732	JACKETS P/F ACADEMY STAFF	12/31/18	268163	204.97-

SACKS OUTDOOR SUPPLY								
Sum								204.97-
00001	SANSOM EQUIPMENT CO	56386	00184732	18001668	REPR PTS VARI SANIT UNITS	12/31/18	268164	925.51-

SANSOM EQUIPMENT CO								
Sum								925.51-
00001	SCALES BIOLOGICAL LABORA	8044	00185333	18001699	CRIMINAL PATERNITY TEST	12/31/18	268165	900.00-

SCALES BIOLOGICAL LABORA								
Sum								900.00-
00001	SCOTTS HYDRAULIC SERVICE	35626	00185000	18001713	REPR PTS U#14409 SANIT	12/31/18	268166	2,775.25-
00001	SCOTTS HYDRAULIC SERVICE	35586	00184136	18001714	REPRS U#14409 SANIT	12/31/18	268166	16,718.10-

SCOTTS HYDRAULIC SERVICE								
Sum								19,493.35-
00001	SIGNS FIRST	H-66725	00185098	18001634	NO PARKING SIGNS CEMETERY	12/31/18	268169	181.17-
00001	SIGNS FIRST	H-66191 (A)	00183857	18001636	VEHICLE MARKINGS URBAN DEV	12/31/18	268169	138.28-
00001	SIGNS FIRST	H-66191 (B)	00185257	18001637	ADDL AMT DUE PO#183857	12/31/18	268169	57.76-
00001	SIGNS FIRST	H-66819	00185312	18001751	DO NOT DRIVE/PK SIGNS CMTERY	12/31/18	268169	121.56-

SIGNS FIRST								
Sum								498.77-
00001	SOUTHERN PINE ELECTRIC P	12/18 GENERA	00020196	18001791	MNTHLY 12/18 PUBLIC SERVICES	12/31/18	268172	51.20-

SOUTHERN PINE ELECTRIC P								
Sum								51.20-
00001	SOUTHERN TIRE MART LLC	11158310	00184913	18001591	TIRES/ALIGN U#19835 FIRE DEPT	12/31/18	268174	1,200.95-

SOUTHERN TIRE MART LLC								
Sum								1,200.95-
00001	SOUTHGROUP (HATTIESBURG	153394	00185470	18001803	POSITION BOND PYMT 8/18-8/19	12/31/18	268175	119.00-

SOUTHGROUP (HATTIESBURG								
Sum								119.00-
00001	SPARKMAN, KEITHA	RESTITUTION	02019241	18001793	RESTITUTION PYMT	12/31/18	268176	99.90-

SPARKMAN, KEITHA								
Sum								99.90-
00001	SPEEDY PRINTING & SIGNS	26040	00184577	18001666	STREET SIGNS TRAFFIC DEPT	12/31/18	268177	324.00-

SPEEDY PRINTING & SIGNS								
Sum								324.00-
00001	SPILL TACKLE LLC	1014	00185444	18001811	SPILL TACKLE P/F ACADEMY	12/31/18	268178	700.00-

SPILL TACKLE LLC								

Sum								700.00-
00001 SPIRE ENERGY	12/18	GENERA	00020196	18001763	MNTHLY GAS-GENERAL	12/31/18	268179	1,941.87-
00001 SPIRE ENERGY	12/18	GENERA	00020196	18001790	MNTHLY 12/18 PUBLIC SERVICES	12/31/18	268179	549.69-

SPIRE ENERGY								
Sum								2,491.56-
00001 STANDARD OFFICE SUPPLY C 02905			00185082	18001740	STORAGE BOXES/RECEIVER PAPER	12/31/18	268180	345.88-

STANDARD OFFICE SUPPLY C								
Sum								345.88-
00001 STAPLES	3398969417	00185073	18001592	OFFICE SUPP LAND CODE DIV	12/31/18	268181		172.30-
00001 STAPLES	3398969418	00185073	18001593	OFFICE SUPP LAND CODE DIV	12/31/18	268181		15.20-
00001 STAPLES	3399036212	00185073	18001594	OFFICE SUPP LAND CODE DIV	12/31/18	268181		9.49-
00001 STAPLES	3399631983	00185318	18001766	OFFICE SUPP MPO DIVISION	12/31/18	268181		98.75-
00001 STAPLES	3399465278	00185267	18001768	FILE BOXES LAND CODE	12/31/18	268181		17.48-
00001 STAPLES	3399796451	00185400	18001785	OFFICE SUPP LAND CODE DIV	12/31/18	268181		66.64-

STAPLES								
Sum								379.86-
00001 SWEET PEPPERS (LINCOLN R ORDER #73 12			00185351	18001775	CATERING KHB YEAR END MEETING	12/31/18	268183	169.31-

SWEET PEPPERS (LINCOLN R								
Sum								169.31-
00001 TAW POWER SYSTEMS, INC 26152868			00185296	18001648	GENERATOR REPR POLICE DEPT	12/31/18	268184	690.88-

TAW POWER SYSTEMS, INC								
Sum								690.88-
00001 TEMPLE INC INV0181438			00185242	18001786	SIGNAL SUPP TRAFFIC DEPT	12/31/18	268185	4,400.00-

TEMPLE INC								
Sum								4,400.00-
00001 TOMAHAWK LIVE TRAP COMPA 296192			00182332	18001821	DOG TRAPS ANIMAL CONTROL	12/31/18	268186	966.40-

TOMAHAWK LIVE TRAP COMPA								
Sum								966.40-
00001 TYLER TECHNOLOGIES INC 025-241655			00185226	18001610	ENERGOV SOFTWARE SUPPORT	12/31/18	268188	12,384.02-
00001 TYLER TECHNOLOGIES INC 025-243792			00182839	18001738	ENERGOV UPGRADE URBAN DEV	12/31/18	268188	5,556.25-

TYLER TECHNOLOGIES INC								
Sum								17,940.27-
00001 UNDERWOOD OUTDOOR POWER, 64170			00182522	18001702	BRAD REPR U#19298 TRACTOR	12/31/18	268190	231.60-

UNDERWOOD OUTDOOR POWER,								
Sum								231.60-
00001 UNITED PARCEL SERVICE IN 0008E1Y15498			00185275	18001649	SERVS 12/5/18 POLICE DEPT	12/31/18	268191	22.16-

UNITED PARCEL SERVICE IN								
Sum								22.16-
00001 UNIVERSITY TIRE & SERVIC 537530			00185167	18001601	TIRES U#16966 PUB WORKS	12/31/18	268192	367.84-
00001 UNIVERSITY TIRE & SERVIC 537595			00185190	18001711	TIRES U#18547 PUB WORKS	12/31/18	268192	588.04-
00001 UNIVERSITY TIRE & SERVIC 534970			00183855	18001729	TIRES U#20619/17704/STOCK	12/31/18	268192	3,009.68-
00001 UNIVERSITY TIRE & SERVIC 537444			00185043	18001730	TIRES POLICE STOCK	12/31/18	268192	5,433.00-

UNIVERSITY TIRE & SERVIC								
Sum								9,398.56-
00001	WAL-MART STORES INC	004292	00184507	18001818	CHRISTMAS BOWS CONSTR DEPT	12/31/18	268196	101.20-
00001	WAL-MART STORES INC	007118	00184812	18001820	CHRISTMAS PARADE FLOAT SUPP	12/31/18	268196	242.48-

WAL-MART STORES INC								
Sum								343.68-
00001	WARING OIL CO (GULFPORT)	001723569	00185021	18001750	HYD OIL SANIT TRUCKS	12/31/18	268198	2,209.88-

WARING OIL CO (GULFPORT)								
Sum								2,209.88-
00001	WARREN PAVING INC	15998	00184974	18001643	CRUSHED CONCRETE DRNGE DIV	12/31/18	268199	2,894.20-
00001	WARREN PAVING INC	13573	00182752	18001769	LIMESTONE PUBLIC WORKS	12/31/18	268199	1,250.48-
00001	WARREN PAVING INC	13679	00182752	18001770	LIMESTONE PUBLIC WORKS	12/31/18	268199	1,672.53-
00001	WARREN PAVING INC	13731	00182752	18001771	LIMESTONE PUBLIC WORKS	12/31/18	268199	768.47-

WARREN PAVING INC								
Sum								6,585.68-
00001	WATERS INTERNATIONAL TRU	08P864413	00185252	18001716	REPR PTS U#16009 HEALTH DIV	12/31/18	268201	517.62-

WATERS INTERNATIONAL TRU								
Sum								517.62-
00001	WHEELER'S JANITORIAL SUP	0403010REV	00183596	18001654	JANIT SUPP PUBLIC WORKS	12/31/18	268203	648.60-
00001	WHEELER'S JANITORIAL SUP	0403109	00183956	18001657	JANIT SUPP SANIT DEPT	12/31/18	268203	200.34-
00001	WHEELER'S JANITORIAL SUP	0403270	00185254	18001765	JANIT SUPP COMM CENTERS	12/31/18	268203	459.50-

WHEELER'S JANITORIAL SUP								
Sum								1,308.44-
00001	1st N 10 LAWN CARE SERVI	103	00184865	18001747	CLEAR/CLEANUP/BOARD VARI LOTS	12/31/18	268206	2,040.00-

1st N 10 LAWN CARE SERVI								
Sum								2,040.00-
00001	98 WASTE LLC	1625	00185214	18001614	RUBBISH DISPOSAL SANIT	12/31/18	268207	1,561.00-
00001	98 WASTE LLC	1624	00185214	18001615	RUBBISH DISPOSAL SANIT	12/31/18	268207	546.00-
00001	98 WASTE LLC	1613	00185214	18001616	RUBBISH DISPOSAL SANIT	12/31/18	268207	7,546.00-
00001	98 WASTE LLC	1636	00185214	18001617	RUBBISH DISPOSAL SANIT	12/31/18	268207	7,840.00-
00001	98 WASTE LLC	1660	00185348	18001736	RUBBISH DISPOSAL SANIT	12/31/18	268207	12,180.00-

98 WASTE LLC								
Sum								29,673.00-

Sum								1,615,763.05-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/27/18

PERIOD ENDING DECEMBER 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	307775	00185104	18000452	LOCKS/CHAIN GRNDS MAINT	12/31/18	268013	30.00-
00002 A & R FARM AND GARDEN	308052	00184905	18000458	LEAF RAKES GRNDS MAINT	12/31/18	268013	200.00-
00002 A & R FARM AND GARDEN	308141	00185262	18000472	PAPER STICKS GRNDS MAINT	12/31/18	268013	274.75-
00002 A & R FARM AND GARDEN	308140	00185346	18000473	CHEMICALS GRNDS MAINT	12/31/18	268013	168.00-

A & R FARM AND GARDEN							672.75-
Sum							195.00-
00002 ADAMS, KAITLYN I	OFFICIAL 12/	02019236	18000467	OFFICIAL-ADULT VOLLEYBALL	12/31/18	268016	195.00-

ADAMS, KAITLYN I							195.00-
Sum							44.48-
00002 ALLBRITTON CHAIN SAW & L 60921		00185281	18000466	WEEDEATER HARNESES	12/31/18	268019	44.48-

ALLBRITTON CHAIN SAW & L							44.48-
Sum							54.95-
00002 AUTO ARMATURE SERVICE IN 15238		00185172	18000460	BATTERY U#18478 GRNDS MAINT	12/31/18	268029	54.95-

AUTO ARMATURE SERVICE IN							54.95-
Sum							131.16-
00002 B S N SPORTS	903888469	00185134	18000483	KP TENNIS COURT SUPPLIES	12/31/18	268030	131.16-

B S N SPORTS							131.16-
Sum							335.00-
00002 BRACKMAN MOWER WAREHOUSE 43022		00185269	18000476	REPRS U#18478 MOWER	12/31/18	268037	335.00-

BRACKMAN MOWER WAREHOUSE							335.00-
Sum							4,800.00-
00002 BUCKHAULTS ELECTRIC SERV 2793		00183872	18000479	REPR TATUM SOCCER FLD LIGHTS	12/31/18	268039	4,800.00-

BUCKHAULTS ELECTRIC SERV							4,800.00-
Sum							19.76-
00002 CARQUEST AUTO PARTS STOR 14758-118038		00185263	18000465	REPR PTS U#11961 TRUCK	12/31/18	268046	19.76-
00002 CARQUEST AUTO PARTS STOR 14758-118214		00185344	18000474	MOTOR OIL GRNDS MAINT	12/31/18	268046	114.96-

CARQUEST AUTO PARTS STOR							134.72-
Sum							1,929.17-
00002 CERTIFIED SPORTS TURF SE 1170		00185430	18000480	FLD MAINT TATUM BASEBALL	12/31/18	268050	1,929.17-

CERTIFIED SPORTS TURF SE							1,929.17-
Sum							59,362.93-
00002 CITY OF HATTIESBURG FUND TRF 2ND 12/1	02019230	18000456	TRF 2ND 12/18	PAYROLL	12/18/18	312152	59,362.93-

CITY OF HATTIESBURG FUND							59,362.93-
Sum							

00002 CLEMTS HARDWARE	122230	00185345 18000475 TIE DOWN STRAPS GRNDS MAINT	12/31/18	268055	80.97-

CLEMTS HARDWARE					
Sum					80.97-
00002 DENNIS, ASHLEY F	OFFICIAL 12/	02019236 18000468 OFFICIAL-ADULT VOLLEYBALL	12/31/18	268067	90.00-

DENNIS, ASHLEY F					
Sum					90.00-
00002 DOSS JR, KELVIN D	OFFICIAL 12/	02019236 18000469 OFFICIAL-ADULT VOLLEYBALL	12/31/18	268072	105.00-

DOSS JR, KELVIN D					
Sum					105.00-
00002 FAGAN TREE AND SPRAYING	2846	00185272 18000481 SPRAY PLANTS SHERRILL/C HALL	12/31/18	268081	250.00-

FAGAN TREE AND SPRAYING					
Sum					250.00-
00002 FLOWERS BY MARIAM	010574	00184305 18000459 CHRISTMAS BOWS TOWN SQUARE PK	12/31/18	268085	1,100.00-

FLOWERS BY MARIAM					
Sum					1,100.00-
00002 GULF SOUTH PRODUCTIONS	1693	00185253 18000450 SOUND SERV NEW YEARS EVE PROJ	12/31/18	268095	1,000.00-

GULF SOUTH PRODUCTIONS					
Sum					1,000.00-
00002 LANCASTER'S MACHINE & WE	23823	00185110 18000461 REPRS U#18597 & SPREADERS	12/31/18	268112	265.00-

LANCASTER'S MACHINE & WE					
Sum					265.00-
00002 MAAS, MICHAEL	0518 ADULT V	00185287 18000454 ASSIGN FEES ADULT VOLLEYBALL	12/31/18	268119	78.00-
00002 MAAS, MICHAEL	0518 FLAG FO	00185288 18000455 ASSIGN FEES ADLT FLAG FTBALL	12/31/18	268119	138.00-

MAAS, MICHAEL					
Sum					216.00-
00002 MS POWER COMPANY	12/18 PKS/RE	00020196 18000482 MNTHLY ELEC-PARKS & REC	12/31/18	268133	14,016.49-

MS POWER COMPANY					
Sum					14,016.49-
00002 NEWELL PAPER COMPANY	4043403	00184971 18000451 JANIT SUPP GRNDS MAINT	12/31/18	268138	199.92-
00002 NEWELL PAPER COMPANY	4044184	00185162 18000477 JANIT SUPP GRNDS MAINT	12/31/18	268138	80.00-

NEWELL PAPER COMPANY					
Sum					279.92-
00002 PEANUTS TOWING SERVICE	80835	00185273 18000453 TOWING U#9167 TRUCK	12/31/18	268146	75.00-

PEANUTS TOWING SERVICE					
Sum					75.00-
00002 PHILLIPS BARK PROCESSING	129296	00185090 18000464 MULCH FOR ALL FLOWER BEDS	12/31/18	268148	1,410.00-

PHILLIPS BARK PROCESSING					
Sum					1,410.00-
00002 POWELL, RANDY	SPORTS SERVS	02019235 18000470 SPORTS SUPPORT SERVICES	12/31/18	268154	104.00-

[illegible]

Date - 12/27/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005	TRUSTMARK NATIONAL BANK/	27335025	NOT	02019229	18000012	FIRE TRK LEASE NOTE #40263	12/18/18	22172	5,836.57-
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TRUSTMARK NATIONAL BANK/

Sum

5,836.57-

Sum

5,836.57-

Date - 12/27/18

Check
Amount

1,770.76-

1,770.76-

1,770.76-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/27/18

PERIOD ENDING DECEMBER 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	60893	00185227	18000467	EDGER REPR PTS WTR PLANTS	12/31/18	268019	201.36-
00009 ALLBRITTON CHAIN SAW & L	60895	00185235	18000469	WEEDEATER REPR WTR PLANT	12/31/18	268019	232.69-
00009 ALLBRITTON CHAIN SAW & L	60892	00185235	18000470	CHAINSAW REPR WTR PLANT	12/31/18	268019	55.20-
00009 ALLBRITTON CHAIN SAW & L	60891	00185235	18000471	CHAINSAW REPR WTR PLANT	12/31/18	268019	95.50-
00009 ALLBRITTON CHAIN SAW & L	60890	00185235	18000472	CHAINSAW REPR WTR PLANT	12/31/18	268019	42.35-
00009 ALLBRITTON CHAIN SAW & L	60888	00185240	18000473	EDGER REPR LAGOONS	12/31/18	268019	107.45-
00009 ALLBRITTON CHAIN SAW & L	60889	00185239	18000492	WEEDEATER REPR LAGOONS	12/31/18	268019	182.63-

ALLBRITTON CHAIN SAW & L							917.18-
Sum							
00009 AMERICAN CONCRETE PRODUC	4266	00184926	18000482	CLAY BRICKS SEWER DEPT	12/31/18	268020	393.75-

AMERICAN CONCRETE PRODUC							393.75-
Sum							
00009 AUTO ARMATURE SERVICE IN	15234	00185218	18000464	BATTERY U#19356 WTR BILLING	12/31/18	268029	129.95-
00009 AUTO ARMATURE SERVICE IN	12281	00179380	18000476	STARTER U#20049 WTR BILLING	12/31/18	268029	99.95-

AUTO ARMATURE SERVICE IN							229.90-
Sum							
00009 BRUNINI GRANTHAM GROWER	232106	00185370	18000491	SERVS 11/18 GENERAL-SSO	12/31/18	268038	5,389.91-

BRUNINI GRANTHAM GROWER							5,389.91-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-116458	00184080	18000455	REPR PTS U#13512 TRANS	12/31/18	268046	210.43-
00009 CARQUEST AUTO PARTS STOR	14758-116617	00184300	18000457	HYD FLUID U#15775 SEWER	12/31/18	268046	37.94-
00009 CARQUEST AUTO PARTS STOR	14758-118023	00185250	18000465	OIL FILTERS WTR BILLING UNITS	12/31/18	268046	34.53-

CARQUEST AUTO PARTS STOR							282.90-
Sum							
00009 CENTRAL PIPE SUPPLY INC	S100160221.0	00184266	18000453	PLUMB SUPP TRANS DEPT	12/31/18	268048	252.92-
00009 CENTRAL PIPE SUPPLY INC	S100160221.0	00184266	18000454	PLUMB SUPP TRANS DEPT	12/31/18	268048	758.76-
00009 CENTRAL PIPE SUPPLY INC	S100163544.0	00185064	18000466	PLUMB SUPP TRANS STOCK	12/31/18	268048	4,104.54-
00009 CENTRAL PIPE SUPPLY INC	S100162760.0	00184873	18000504	PLUMB SUPP TRANS STOCK	12/31/18	268048	1,943.20-
00009 CENTRAL PIPE SUPPLY INC	S100162760.0	00184873	18000505	PLUMB SUPP TRANS STOCK	12/31/18	268048	16.00-
00009 CENTRAL PIPE SUPPLY INC	S100162760.0	00184873	18000506	PLUMB SUPP TRANS STOCK	12/31/18	268048	827.96-

CENTRAL PIPE SUPPLY INC							7,903.38-
Sum							
00009 CERTIFIED LABORATORIES	3371928	00185122	18000521	CHEMICALS SEWER DEPT	12/31/18	268049	9,427.80-

CERTIFIED LABORATORIES							9,427.80-
Sum							
00009 CINTAS CORPORATION #J66	J66623949	00185301	18000484	UNIFORMS 12/17 TRANS	12/31/18	268053	89.40-
00009 CINTAS CORPORATION #J66	CREDIT	00185301	18000485	CREDIT ON RETURNS	12/31/18	268053	42.00
00009 CINTAS CORPORATION #J66	J66623950	00185301	18000486	MOP/MAT 12/17 PLANT	12/31/18	268053	13.93-

00009 CINTAS CORPORATION #J66	J66623949	00185301 18000487	UNIFORMS 12/17 PLANT	12/31/18	268053	93.65-
00009 CINTAS CORPORATION #J66	J66623949	00185301 18000488	UNIFORMS 12/17 SEWER	12/31/18	268053	38.24-
00009 CINTAS CORPORATION #J66	J66623949	00185301 18000489	UNIFORMS 12/17 LAGOON	12/31/18	268053	21.17-
00009 CINTAS CORPORATION #J66	J66625180	00185442 18000515	UNIFORMS 12/24 TRANS	12/31/18	268053	84.62-
00009 CINTAS CORPORATION #J66	J66625181	00185442 18000516	MOP/MAT 12/24 PLANT	12/31/18	268053	13.93-
00009 CINTAS CORPORATION #J66	J66625180	00185442 18000517	UNIFORMS 12/24 PLANT	12/31/18	268053	55.83-
00009 CINTAS CORPORATION #J66	J66625180	00185442 18000518	UNIFORMS 12/24 SEWER	12/31/18	268053	43.02-
00009 CINTAS CORPORATION #J66	J66625180	00185442 18000519	UNIFORMS 12/24 LAGOON	12/31/18	268053	16.99-

CINTAS CORPORATION #J66						
Sum						428.78-
00009 CITY OF HATTIESBURG FUND TRF 2ND 12/1	02019230 18000474	TRF 2ND 12/18 PAYROLL		12/18/18	22171	98,900.61-

CITY OF HATTIESBURG FUND						
Sum						98,900.61-
00009 COMSOUTH	190925	00185331 18000478	FLEET TRACKING WTR PLANT	12/31/18	268060	1,275.00-

COMSOUTH						
Sum						1,275.00-
00009 D P C ENTERPRISES LP	212002341-18	00183886 18000480	CHEMICALS SOUTH LAGOON	12/31/18	268065	2,811.00-
00009 D P C ENTERPRISES LP	212002342-18	00183886 18000481	CHEMICALS WTR PLT #2	12/31/18	268065	1,371.00-

D P C ENTERPRISES LP						
Sum						4,182.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00185222 18000459	SEWER BILLING 12/18	12/31/18	268070	418.50-

DIXIE COMMUNITY UTILITY						
Sum						418.50-
00009 FASTENAL COMPANY	MSHAT214361	00184586 18000508	WORKS GLOVES SEWER DEPT	12/31/18	268082	85.25-

FASTENAL COMPANY						
Sum						85.25-
00009 GARNER LUMLEY ELECTRIC S	555097	00185210 18000511	ELEC SUPP RAWLS SPRINGS STA	12/31/18	268091	37.45-

GARNER LUMLEY ELECTRIC S						
Sum						37.45-
00009 GILLILANDS ELECTRONICS S	68141	00185328 18000477	INSTALL PHONE WTR BILLING OFC	12/31/18	268093	320.00-
00009 GILLILANDS ELECTRONICS S	68138	00185111 18000500	NEW CAMERA SYS WTR BILLING	12/31/18	268093	1,995.00-

GILLILANDS ELECTRONICS S						
Sum						2,315.00-
00009 HACH COMPANY	11262715	00185248 18000507	CHEMICALS WTR PLANT	12/31/18	268096	1,344.51-

HACH COMPANY						
Sum						1,344.51-
00009 HARBOR FREIGHT	0458575	00185372 18000493	HAND TOOLS WTR SERVICE MEN	12/31/18	268097	39.99-

HARBOR FREIGHT						
Sum						39.99-
00009 L & A CONTRACTING CO	483-123	00185332 18000483	AERATOR MNT 12/3-16/18 LAGNS	12/31/18	268111	40,193.38-

L & A CONTRACTING CO						

Sum							40,193.38-
00009 LARRY'S WRECKER SERVICE	5492	00185447	18000522	TOWING U#20054 SEWER	12/31/18	268113	75.00-

LARRY'S WRECKER SERVICE							
Sum							75.00-
00009 MCELHANEY PLUMBING INC	273547	00185067	18000462	MINOR EQUIP LAGOONS	12/31/18	268123	76.55-

MCELHANEY PLUMBING INC							
Sum							76.55-
00009 MITCHELL TOOL SALES & SE	100633	00185174	18000496	PRY BARS SEWER DEPT	12/31/18	268128	156.00-

MITCHELL TOOL SALES & SE							
Sum							156.00-
00009 MS FIRE & SAFETY OF HBUR	62698	00185229	18000460	RECHG EXTINGUISHERS WTR PLANT	12/31/18	268131	178.00-

MS FIRE & SAFETY OF HBUR							
Sum							178.00-
00009 MS POWER COMPANY	12/18 W&SO&M	00020196	18000513	MNTHLY ELEC-W&SO&M	12/31/18	268133	95,452.68-

MS POWER COMPANY							
Sum							95,452.68-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00185369	18000490	SEWER BILLING 12/18	12/31/18	268140	137.00-

NORTH LAMAR WATER ASSN							
Sum							137.00-
00009 PEARL RIVER VALLEY EPA (	12/18 W&SO&M	00020196	18000503	MNTHLY 12/18 PUBLIC SERVICES	12/31/18	268147	328.36-

PEARL RIVER VALLEY EPA (							
Sum							328.36-
00009 PHILLIPS CAR CARE CENTER	04940	00185271	18000494	REPRS U#20057 TRANS	12/31/18	268149	178.90-

PHILLIPS CAR CARE CENTER							
Sum							178.90-
00009 PUCKETT RENTS	683854-0001	00184858	18000456	COMMERCIAL WASHER HOSE SEWER	12/31/18	268157	74.99-
00009 PUCKETT RENTS	680286	00184842	18000461	AIR HAMMER REPR SEWER DEPT	12/31/18	268157	190.00-
00009 PUCKETT RENTS	684759	00185291	18000495	WACKER REPR WTR TRANS	12/31/18	268157	131.00-

PUCKETT RENTS							
Sum							395.99-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00185409	18000497	SEWER BILLING 12/18	12/31/18	268158	190.00-

RAWLS SPRINGS UTILITY DI							
Sum							190.00-
00009 RICOH CORP	5055194968 W	00185237	18000458	PRODUCTION PRINTER CHARGES	12/31/18	268159	290.80-

RICOH CORP							
Sum							290.80-
00009 SOUTHERN PINE ELECTRIC P	12/18 W&SO&M	00020196	18000512	MNTHLY 12/18 PUBLIC SERVICES	12/31/18	268172	1,477.01-

SOUTHERN PINE ELECTRIC P							
Sum							1,477.01-
00009 SPIRE ENERGY	12/18 W&SO&M	00020196	18000499	MNTHLY GAS-W&SO&M	12/31/18	268179	420.82-

SPIRE ENERGY							-----
Sum							420.82-
00009	STRIBLING EQUIPMENT CO L	RS006018830:	00185009	18000468	REPRS U#15916	SEWER DEPT	12/31/18 268182 133.35-

STRIBLING EQUIPMENT CO L							
Sum							133.35-
00009	U S POSTMASTER-POSTAGE (	POSTAGE PERM	00185385	18000498	POSTAGE PERMIT #213		12/31/18 268189 10,000.00-

U S POSTMASTER-POSTAGE (							
Sum							10,000.00-
00009	UNDERWOOD OUTDOOR POWER, 67371		00185033	18000452	WTR PUMP HOSE WTR BILLING		12/31/18 268190 48.75-

UNDERWOOD OUTDOOR POWER,							
Sum							48.75-
00009	USA BLUEBOOK	765071	00184387	18000509	ROOT RAT CUTTER KIT SEWER DEP		12/31/18 268193 1,020.04-
00009	USA BLUEBOOK	741730	00184619	18000523	PEDESTAL FAN PLT#2 LIME ROOM		12/31/18 268193 427.95-
00009	USA BLUEBOOK	741730	FREIG 00185479	18000524	FREIGHT CHG PO#184619		12/31/18 268193 136.82-
00009	USA BLUEBOOK	756998	00185479	18000526	FREIGHT CREDIT INV#741730		12/31/18 268193 52.22

USA BLUEBOOK							
Sum							1,532.59-
00009	WAL-MART STORES INC	003811	00184980	18000514	VAC CLEANER/SUPP WTR BILLING		12/31/18 268196 203.56-
00009	WAL-MART STORES INC	003627	00184545	18000520	COFFEE MAKER WTR PLANT		12/31/18 268196 99.00-

WAL-MART STORES INC							
Sum							302.56-
00009	WARREN PAVING INC	13809	00182892	18000501	CRUSHED CONCRETE WTR PLANT		12/31/18 268199 1,698.33-
00009	WARREN PAVING INC	13858	00182892	18000502	CRUSHED CONCRETE WTR PLANT		12/31/18 268199 1,022.02-

WARREN PAVING INC							
Sum							2,720.35-
00009	WATER COMPANY OF AMERICA	INVOICE #5	00185308	18000479	WTR ACCTS BILLING REVIEW		12/31/18 268200 16,110.60-

WATER COMPANY OF AMERICA							
Sum							16,110.60-
00009	WATKINS & EAGAR	391946	00185482	18000525	SRVS GULF RESTORA NETWORK		12/31/18 268202 51.32-

WATKINS & EAGAR							
Sum							51.32-
00009	WRIGHT, J H & ASSOCIATES	411759	00185164	18000475	PUMP PTS RAWLS SPRINGS STA		12/31/18 268205 875.00-
00009	WRIGHT, J H & ASSOCIATES	411866	00185304	18000510	REPLACE PUMPS R SPRINGS STA		12/31/18 268205 1,850.00-

WRIGHT, J H & ASSOCIATES							
Sum							2,725.00-

Sum							306,746.92-

Date - 12/27/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER & SEWER FUND							
00011 CLINTON, TRACY	WTR OVRPMT R 02019239	18000267	WTR OVRPMT RFD	12/31/18	268056	22.72-	

CLINTON, TRACY							
Sum						22.72-	
00011 DISMAS CHARITIES	WTR OVRPMT R 02019239	18000269	WTR OVRPMT RFD	12/31/18	268069	4,619.77-	

DISMAS CHARITIES							
Sum						4,619.77-	
00011 FORREST CO GENERAL HOSPI	WTR OVRPMT R 02019239	18000268	WTR OVRPMT RFD	12/31/18	268086	2,244.06-	

FORREST CO GENERAL HOSPI							
Sum						2,244.06-	
00011 JORDAN, SYBIL BE	WTR OVRPMT R 02019239	18000266	WTR OVRPMT RFD	12/31/18	268109	31.00-	

JORDAN, SYBIL BE							
Sum						31.00-	

Sum						6,917.55-	

Date - 12/27/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

POLICE FORFEITURES FUND

00019 JOHNSON, CHARLES K

TRAV ADVANCE

00185294

1800001'

TRAV ADV DARE OFFICE TRAINING

12/31/18

268108

205.00-

JOHNSON, CHARLES K

Sum

00019 MS DARE TRAINING CENTER

REG JOHNSON

00185293

18000018

REG JOHNSON DARE TRAINING

12/31/18

268129

205.00-

899.99-

MS DARE TRAINING CENTER

Sum

00019 TOSHIBA BUSINESS SOLUTIO 15001966

00185274

18000019

COPIER 12/18 COMM RELATIONS

12/31/18

268187

899.99-

288.53-

TOSHIBA BUSINESS SOLUTIO

Sum

288.53-

Sum

1,393.52-

PERIOD ENDING DECEMBER 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	12/18 MILLAG	02019238	18000027	12/18 MILLAGE	12/26/18	312159	149,914.28-
00027 H'BURG PUBLIC SCHOOLS	12/18 MILLAG	02019238	18000028	12/18 MILLAGE	12/26/18	312160	19,958.95-

H'BURG PUBLIC SCHOOLS							
Sum							169,873.23-

Sum							169,873.23-

Date - 12/27/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075 SHOWS DEARMAN & WAITS IN 20523

00185493 18000013 SRVS 9/18 I & I STUDY

12/31/18

268168

178,479.98-

SHOWS DEARMAN & WAITS IN

Sum

178,479.98-

Sum

178,479.98-

00077 SPIRE ENERGY	12/18 COMM C 00020196 18000105 MNTHLY GAS-COMM CENTERS	12/31/18	268179	563.63-

SPIRE ENERGY				
Sum				563.63-

Sum				30,930.22-

- 12/27/18

Sum

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 12/27/18

PERIOD ENDING DECEMBER 31, 2018

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	02019223	18000006	FOOD/BEVERAGE TAX 11/18	12/18/18	113237	438,159.91-

H'BURG CONVENTION COMMIS							438,159.91-
Sum							65,591.44-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02019222	18000005	MOTEL SALES TAX 11/18	12/18/18	113236	65,591.44-

H'BURG TOURISM COMMISSIO							65,591.44-
Sum							-----
Sum							503,751.35-

Grand Total Level							3,144,953.72-
Sum							



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton , Director of Administration/City Clerk

DATE: January 3, 2019

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING DECEMBER 31, 2018

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01 TMH		200742	185576	1850	AUDIT INTERIM BILLING	1/3/19	113288	13,213.24

TOTAL 13,213.24