City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, November 17, 2015

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 2015-2281 Adopt an Ordinance amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Attachments: ORD-Amending hours for Sunday Alcohol, 2015
executed ORD-Amending hours for Sunday Alcohol, 2015 ORD#3173

V.-2 2015-362 Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Attachments: 1. Setting MEMO
2. 700 & 702 Walnut
executed 2. 700 & 702 Walnut RES#2015-135

V.-3 2015-361 Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 39
executed 2013 Bond Resolution No. 39 RES#2015-136

V.-4 2015-2278 Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17,2011.

Attachments: Memorandum of Understanding-Stion
Executive Summary- Stion MOU Amendment
executed Executive Summary- Stion MOU Amendment

V.-5 2015-2274 Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

Attachments: SMPDD-Hattiesburg-Grove MOU 11-17-2015
executed SMPDD-Hattiesburg-Grove MOU 11-17-2015

V.-6 2015-2272 Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

Attachments: Lagoon Sludge Testing Contract Task 10
executed Lagoon Sludge Testing Contract Task 10

V.-7 2015-2266 Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

Attachments: Section 3 Corrective Action Plan
executed Section 3 Corrective Action Plan

V.-8 2015-2273 Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by $3,852.37, resulting in contract amount of $66,119.63; Authorize Mayor to execute same in duplicate.

Attachments: Change Order 3

V.-9 2015-2250 Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

Attachments: 11-17-Energov Sole Source
executed 11-17-Energov Sole Source

V.-10 2015-2280 Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Attachments: Generator Agreement
Generator Agreement - Revised
executed Generator Agreement

V.-11 2015-2269 Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

Attachments: Cancellation of Deed of Trust Brittany Hinton 11.09.15
executed Cancellation of Deed of Trust Brittany Hinton 11.09.15

V.-12 2015-2275 Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

Attachments: Council Wage Requests 111715
Somner Document

V.-13 2015-2283 Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: SHS Letter, Neon Knights 5K

VI. ROUTINE AGENDA

VI.-1 2015-2246 Acknowledge receipt of engagement letter form Wise Carter Child & Caraway,P.A. to provide legal services as required by the City of Hattiesburg, for the purpose of reviewing the contract with vidmic and offering analysis specifically as to the viability of pursuing claims against Vidmic, Inc. or its apparent successor, Safety Innovations.

Attachments: Engagement Letter-Wise Carter

VI.-2 2015-2241 Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and GovConnection, Inc for Unitrends Annual Support.

Attachments: 11-03-Unitrends Support

VI.-3 2015-2238 Authorize Mayor to execute a contract with RJ Young for a copier/printer located in the Detective Division and the Crime Scene Unit in the amount of $492.00 per month; for a period beginning October 2015 and ending October 2018.

Attachments: RJ YOUNG
executed RJ YOUNG

VI.-4 2015-2276 Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter (SE1/4) Lot 9 Section 26, of Highland Cemetery, in the amount of $350.00 to Jennifer J. Willoughby; authorize manual check for the same.

Attachments: Willoughby-Supporting Documents

VI.-5 2015-2277 Approve the sale of grave spaces; per attached memo.

Attachments: Cemetery Receipts-11-17-2015
Cemetery Deeds-11-17-2015
executed Cemetery Deeds-11-17-2015

VI.-6 2015-2263 Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: Manual Check for CDBG

VI.-7 2015-2268 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement HOME}

Attachments: Manual Check for HOME Program

VI.-8 2015-2279 Acknowledge receipt of privilege license report for the month of October 2015.

Attachments: Renewals-11-17-2015
New License-11-17-2015
Memo

VI.-9 2015-2260 Approve claims docket for the period ending November 13, 2015.

Attachments: 11-17-15 CLAIMS DOCKET
ADDENDUM TO THE 11-17-15 CLAIMS DOCKET
ADDENDUM PART 2 TO THE 11-17-15 CLAIMS DOCKET

City of Hattiesburg, MS

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

Master

File Number: 2015-2281

File ID:	2015-2281	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/13/2015
Brief Title:	Adopt an Ordinance amending the hours for opening and closing of establishments that allow consumption of alcoholic beverages, wine and beer.			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-336

Title:

Adopt an Ordinance amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ORD-Amending hours for Sunday Alcohol, 2015, executed ORD-Amending hours for Sunday Alcohol, 2015 ORD#3173	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
Drafter:	Debbie Bernardo	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to Adopt an Ordinance (#3173) amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Council member Dryden stated that she definitely cannot support the 10 a.m. starting time.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	1	Council Member Delgado

Text of Legislative File 2015-2281

Title

Adopt an Ordinance amending Section 1 of Ordinance Number 2927, regulating the hours for the opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg.

Summary

Adopt an Ordinance amending the hours for opening and closing of establishments that allow consumption of alcoholic beverages, wine and beer.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NUMBER 2927, ADOPTED OCTOBER 17, 2006, TO AMEND ORDINANCE NUMBER 2610 (SECTION 3-5 OF THE CODE OF ORDINANCES), WHICH REGULATES THE HOURS FOR OPENING AND CLOSING OF PUBLIC AND PRIVATE COMMERCIAL ESTABLISHMENTS THAT ALLOW CONSUMPTION OF ALCOHOLIC BEVERAGES, WINE AND BEER IN THE CITY OF HATTIESBURG.

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

Section 1. That Section 1 of Ordinance Number 2927, adopted October 17, 2006, to amend Ordinance Number 2610 (Section 3-5 of the Code of Ordinances), which regulates the hours of consumption for opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg, be and the same is hereby amended to read as follows, to wit:

"....Sunday, except between the hours of 11:00 a.m. and 12:00 midnight."

Section 2. Except as hereby expressly changed and amended, the aforesaid Ordinance 2610, of said City of Hattiesburg, Mississippi shall be and remain in full force and form as adopted.

Section 3. That this Ordinance take effect and be in force upon passage in order to support local restaurants and to promote economic growth in the City of Hattiesburg.

The foregoing Ordinance having been reduced to writing, the same was introduced by

Council member , seconded by Council member , and was adopted by the following vote to wit:

YEAS: NAYS: ABSENT:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 17th day of November, 2015.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 17th day of November, 2015.

ATTEST: APPROVED:

CITY CLERK MAYOR

ORDINANCE 3173

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NUMBER 2927, ADOPTED OCTOBER 17, 2006, TO AMEND ORDINANCE NUMBER 2610 (SECTION 3-5 OF THE CODE OF ORDINANCES), WHICH REGULATES THE HOURS FOR OPENING AND CLOSING OF PUBLIC AND PRIVATE COMMERCIAL ESTABLISHMENTS THAT ALLOW CONSUMPTION OF ALCOHOLIC BEVERAGES, WINE AND BEER IN THE CITY OF HATTIESBURG.

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

Section 1. That Section 1 of Ordinance Number 2927, adopted October 17, 2006, to amend Ordinance Number 2610 (Section 3-5 of the Code of Ordinances), which regulates the hours of consumption for opening and closing of public and private commercial establishments that allow consumption of alcoholic beverages, wine and beer in the City of Hattiesburg, be and the same is hereby amended to read as follows, to wit:

"....Sunday, except between the hours of 11:00 a.m. and 12:00 midnight."

Section 2. Except as hereby expressly changed and amended, the aforesaid Ordinance 2610, of said City of Hattiesburg, Mississippi shall be and remain in full force and form as adopted.

Section 3. That this Ordinance take effect and be in force upon passage in order to support local restaurants and to promote economic growth in the City of Hattiesburg.

The foregoing Ordinance having been reduced to writing, the same was introduced by

Council member , seconded by Council member , and was adopted by the following vote to wit:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

TEL - DID NOT VOTE: Delgado

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 17th day of November, 2015.

(S E A L)
ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 17th day of November, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

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

City of Hattiesburg, MS

Master

File Number: 2015-362

File ID:	2015-362	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Setting Of Public Hearing Resolution			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-336

Title:

Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1. Setting MEMO, 2. 700 & 702 Walnut, executed 2. 700 & 702 Walnut RES#2015-135	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Akwete Muhammad	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleaniness 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: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-362

Title

Adopt Resolution Setting Public Hearing at 4 p.m. December 7, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Summary

Set Public Hearing 11-17-15

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: November 17, 2015

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, December 7th, 2015, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

Address	PPIN#	Ward
1. 700 Walnut St.	24081	2
2. 702 Walnut St.	24083	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

Address	PPIN#	Ward
1. 700 Walnut St.	24081	2
2. 702 Walnut St.	24083	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 7th, 2015, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, 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 President thereby declared the motion carried and the resolution adopted, this the 17th day of November 2015.

(SEAL)

ATTEST: ADOPTED:

_____________________________ _____________________________
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 17th day of November, A.D., 2015

ATTEST: APPROVED:

______________________________ _____________________________
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

Address	PPIN#	Ward
1. 700 Walnut St.	24081	2
2. 702 Walnut St.	24083	2

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 7th, 2015, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

TEL - DID NOT VOTE: Delgado

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 17th day of November 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 17th day of November, A.D., 2015

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-361

File ID: 2015-361 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/09/2015

Brief Title: Project Resolution Requisition No. 39 - 2013 Bonds **Final Action:** 11/17/2015

Minute Book Number: MB2015-336-337

Title:

Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Resolution No. 39, executed 2013 Bond Resolution No. 39 RES#2015-136 **Enactment Number:**

Contact: **Meeting Date:** 11/17/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

No vote, teleconference: 1 - Delgado

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

TEL-No Vote: 1 Council Member Delgado

Text of Legislative File 2015-361

Title

Adopt a Resolution authorizing Requisition No. 39 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 39 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **39** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member ______________ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 39 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 345,536.37** 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Forty-five Thousand Five Hundred Thirty-six and 37/100 Dollars ($ 345,536.37)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **39** in the total aggregate amount of **Three Hundred Forty-five Thousand Five Hundred Thirty-six and 37/100 Dollars ($ 345,536.37)** 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 roll call vote, to wit:

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the **17th day** of **November**, 2015.

(SEAL)

ATTEST: ADOPTED:

____________________________ ____________________________

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **November**, 2015.

____________________________ ____________________________

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **39**

DATE OF REQUISITION: **11/17/2015**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$	3,052.37	18780	1500 GPM Water Well @ Plant No. 1 Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W012
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.08	$	1,112.50	18776	Veteran's Blvd Water Connector Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/551-570 SDW #1270
3	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	$	2,500.00	18798	Water Line Ext on Old 98 and Runnels Period: Sept. 27 - Oct. 24, 2015 MB: 2011-4/89-110 SDW #1273-W011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.10	$	5,820.00	18761	WTP #2 - Filter 6 Repairs Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W010

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	$ 3,675.00	18779	Water Improvements Ph III Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W008
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	$ 2,325.00	18767	Water Improvements Ph IV Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W009
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$ 2,572.50	18781	Water Improvements Ph V Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39403-1711	105695.7220.17	$ 1,500.00	18760	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: Sept. 27 - Oct. 24, 2015 MB 2014/102-103 SDW #1273-S006.001
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	$ 22,845.00	18778	Sewer Improvements Ph VII Period: Sept. 27 - Oct. 24, 2015 MB 2015-138 SDW #1273-S008
10	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	$ 300,134.00	15051-05	Sewer Improvements Ph VII Period: 10/01/15 - 10/25/15 MB 2015-138
			$ 345,536.37		

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-W012
Invoice No: 18780

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	10.50	100.00	1,050.00	
PROJECT ENGINEER				
Sellers, Bennie	5.00	150.00	750.00	
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	23.50		3,000.00	
Total Labor				**3,000.00**

Consultants

HATTIESBURG AMERICAN		52.37	
Total Consultants	**1.0 times**	**52.37**	**52.37**
	Total this Invoice		**$3,052.37**

Outstanding Invoices

Number	Date	Balance
18732	10/1/2015	12,550.00
Total		**12,550.00**

Total Now Due **$15,602.37**

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

105695.6015
MB 2011 - 4/89-110

LN

sdw
Engineering Progress

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

October 28, 2015
Project No: 1270
Invoice No: 18776

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	2.50	85.00	212.50	
Project Engineer				
Sellers, Bennie	6.00	150.00	900.00	
Totals	8.50		1,112.50	
Total Labor				**1,112.50**

Total this Phase **$1,112.50**

Total this Invoice **$1,112.50**

Outstanding Invoices

Number	Date	Balance
18736	10/1/2015	675.00
Total		**675.00**

Total Now Due **$1,787.50**

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

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

105695 - 7245.08
2011 - 4/551 - 570

UR

sdw
Engineering Progress

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

October 29, 2015
Project No: 1273-W011
Invoice No: 18798

Project Manager Marcelin Joseph

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

Professional Services from September 27, 2015 to October 24, 2015

Consultants

Wetland Consulting Services, Inc.			2,500.00	
	Total Consultants	**1.0 times**	**2,500.00**	2,500.00
		Total this Invoice		**$2,500.00**

Outstanding Invoices

Number	**Date**	**Balance**
18747	10/5/2015	900.00
Total		**900.00**

Total Now Due **$3,400.00**

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

105695.7245.11
2011 - 4189-110

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sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-W010
Invoice No: 18761

Project Manager John Weeks

Project 1273-W010 WTP#2 - Filter 6 Repairs

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management

Construction Cost	610,260.00			
Fee Percentage	9.00			
Total Fee	54,923.40			
Percent Complete	100.00	Total Earned	54,923.40	
		Previous Fee Billing	54,923.40	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	27.00	85.00	2,295.00	
PROJECT ENGINEER				
Weeks, John	23.50	150.00	3,525.00	
Totals	50.50		5,820.00	
Total Labor				**5,820.00**

Total this Phase **$5,820.00**

Total this Invoice **$5,820.00**

Outstanding Invoices

Number	Date	Balance
18711	9/30/2015	5,900.00
Total		**5,900.00**

Total Now Due **$11,720.00**

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

105695.7245.10
2011-4/89-110

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sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-W008
Invoice No: 18779

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	20.50	150.00	3,075.00	
Wallace, Kyle	4.00	150.00	600.00	
Totals	24.50		3,675.00	
Total Labor				**3,675.00**
		Total this Phase		**$3,675.00**
		Total this Invoice		**$3,675.00**

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

105695.7245.52
2011-4189-110

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sdw Engineering Progress

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

October 28, 2015
Project No: 1273-W009
Invoice No: 18767

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from September 27, 2015 to October 24, 2015

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	15.50	150.00	2,325.00	
Totals	15.50		2,325.00	
Total Labor				**2,325.00**
		Total this Phase		**$2,325.00**
		Total this Invoice		**$2,325.00**

Outstanding Invoices

Number	Date	Balance
18724	10/1/2015	3,757.50
Total		**3,757.50**

Total Now Due **$6,082.50**

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

105695.7245.53
2011-4189-110

LR

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-W013
Invoice No: 18781

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	3.50	85.00	297.50	
ENGINEERING INTERN				
Riley, Ivy	5.50	100.00	550.00	
FIELD CREW				
Crew, Field	9.00	150.00	1,350.00	
PROJECT ENGINEER				
Wallace, Kyle	2.50	150.00	375.00	
Totals	20.50		2,572.50	
Total Labor				**2,572.50**
		Total this Invoice		**$2,572.50**

Outstanding Invoices

Number	Date	Balance
18731	10/1/2015	2,395.00
Total		**2,395.00**

Total Now Due **$4,967.50**

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

105695.6015 2011-4/89-110

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sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-S006.001
Invoice No: 18760

Project Manager John Weeks

Project 1273-S006.001 San Antonio, E. Hardy, Lakeview Design Sewer VI

Professional Services from September 27, 2015 to October 24, 2015

Phase CM San Antonio, E. Hardy, Lakeview - Design

Construction Cost	1,067,948.00			
Fee Percentage	9.00			
Total Fee	96,115.32			
Percent Complete	100.00	Total Earned	96,115.32	
		Previous Fee Billing	96,115.32	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Weeks, John	10.00	150.00	1,500.00	
Totals	10.00		1,500.00	
Total Labor				**1,500.00**

Total this Phase **$1,500.00**

Total this Invoice **$1,500.00**

Outstanding Invoices

Number	**Date**	**Balance**
18710	9/30/2015	1,917.50
Total		**1,917.50**

Total Now Due **$3,417.50**

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

105695.722017
2014 / 102-103

LK

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-S008
Invoice No: 18778

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	6.00	85.00	510.00	
Tingle, William	146.00	85.00	12,410.00	
ENGINEERING INTERN				
Joseph, Marcelin	1.00	100.00	100.00	
PROJECT ENGINEER				
McNease, Shea	22.00	150.00	3,300.00	
Sellers, Bennie	6.50	150.00	975.00	
Wallace, Kyle	35.00	150.00	5,250.00	
Weeks, John	2.00	150.00	300.00	
Totals	218.50		22,845.00	
Total Labor				**22,845.00**

Total this Phase **$22,845.00**

Total this Invoice **$22,845.00**

Outstanding Invoices

Number	Date	Balance
18734	10/1/2015	34,187.50
Total		**34,187.50**

Total Now Due **$57,032.50**

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

105695.7220.55
2015-138

LR

PAY ESTIMATE

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII
Hattiesburg, MS

Pay Estimate No: 15051-05

Invoice Date: 11/01/15

CONTRACTOR: Eutaw Construction Company
P.O. Box 36
Aberdeen, MS 39730

PROJECT ENGINEER: Shows, Dearman, Waits
Attn: Kyle Wallace

For Work Completed Through: 10/25/15

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	$2,597,764.07	
2	Net Change by Change Orders:	$0.00	
3	Revised Contract Amount:	$2,597,764.07	
4	Total Work Completed:	$740,184.01	28%
5	Total Materials Stored:	$144,031.98	
6	Total Value of Work and Material:	$884,215.99	34%
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	($88,421.60)	10%
8	Total Amount Earned to Date:	$795,794.39	31%
9	Less Previous Payments:	$495,660.39	
10	AMOUNT DUE CONTRACTOR:	$300,134.00	

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	$ -

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

EUTAW CONSTRUCTION CO, INC.

Keith [signature] - Rev. 02 | 11/1/2015
Signed | Date

SHOWS, DEARMAN, WAITS

[signature] | 11/2/15
Signed | Date

105695.7220.55
2015-138

SCHEDULE OF VALUES

OWNER: City of Hattiesburg | PROJECT: Comprehensive Sewer Improvements - Phase VII | Pay Estimate No.: 15051-05

CONTRACTOR: Eutaw Construction Company | PROJECT ENGINEER: Shows, Dearman, Waits | For Work Completed Through: 10/25/15

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.) Previously	This Period	Total	Work Completed ($) Previously	This Period	Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	$902.00	$82.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	$2,100.00	$150.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	$3,000.00	$300.00	19.00	0.00	19.00	$5,700.00	$0.00	$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	$55,300.00	$175.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	$19,760.00	$190.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	$17,800.00	$200.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	$205,200.00	$225.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	$135,485.00	$245.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	$171,640.00	$280.00	0.00	210.00	210.00	$0.00	$58,800.00	$58,800.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	$198,100.00	$350.00	0.00	240.00	240.00	$0.00	$84,000.00	$84,000.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	$227,370.00	$390.00	400.00	214.00	614.00	$156,000.00	$83,460.00	$239,460.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	$53,500.00	$500.00	38.00	0.00	38.00	$19,000.00	$0.00	$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	$15,510.00	$165.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	$4,680.00	$180.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	$14,800.00	$185.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	$9,620.00	$260.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	$4,125.00	$275.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	$7,290.00	$270.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	$3,135.00	$285.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	$14,300.00	$286.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	$6,000.00	$300.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	$3,260.00	$4.00	549.00	0.00	549.00	$2,196.00	$0.00	$2,196.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	$9,250.00	$9,250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	$10,200.00	$10,200.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	$10,800.00	$10,800.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	$41,700.00	$13,900.00	2.00	1.00	3.00	$27,800.00	$13,900.00	$41,700.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	$12,000.00	$12,000.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	$13,880.00	$13,880.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	$21,000.00	$10,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	$13,700.00	$13,700.00	1.00	0.00	100%	$13,700.00	$0.00	$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	$14,380.00	$14,380.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	$24,650.00	$24,650.00	1.00	0.00	100%	$24,650.00	$0.00	$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	$22,400.00	$22,400.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	$23,500.00	$23,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	$14,500.00	$14,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	$15,700.00	$15,700.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0380	Abandonment of Ex. MH	1.00	EA	$1,120.00	$1,120.00	0.00	0.00	0%	$0.00	$0.00	$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	$10,400.00	$2,600.00	1.00	3.00	4.00	$2,600.00	$7,800.00	$10,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	$8,200.00	$4,100.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0410	Connection to Ex. Lift Station	1.00	LS	$64,561.07	$64,561.07	1.00	0.00	100%	$64,561.07	$0.00	$64,561.07
0430	6" San Swr Srvc Cleanout (Incl. Conc Ring in Grass	62.00	EA	$23,250.00	$375.00	2.00	13.00	15.00	$750.00	$4,875.00	$5,625.00
0440	6" San Swr Srvc Tap (Insert-A-Tee)	62.00	EA	$20,460.00	$330.00	2.00	13.00	15.00	$660.00	$4,290.00	$4,950.00
0450	6" SDR 26 PVC Pipe San Swr Srvc (Incl. Fittings)	1,640.00	LF	$49,200.00	$30.00	99.00	555.00	654.00	$2,970.00	$16,650.00	$19,620.00
0460	Wtr Srvc Repair (Incl. Srvc Tubing, Fittings, Corp	30.00	EA	$12,000.00	$400.00	1.00	0.00	1.00	$400.00	$0.00	$400.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	$268,866.00	$78.00	94.19	376.04	470.23	$7,346.82	$29,331.12	$36,677.94
0490	Select Fill Mat'l (Class 9,Group C), LVM	25,015.00	CY	$200,120.00	$8.00	1,891.00	3,279.00	5170.00	$15,128.00	$26,232.00	$41,360.00
0500	Concrete Pavement Repair (All Depths)	191.00	SY	$15,280.00	$80.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	$273,360.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	$56,000.00	$20.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	$660.00	$55.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	$1,250.00	$250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	$14,400.00	$1,600.00	4.00	0.00	4.00	$6,400.00	$0.00	$6,400.00
0560	12" Corrugated HDPE Pipe	80.00	LF	$2,000.00	$25.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0570	15" Corrugated HDPE Pipe	20.00	LF	$600.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	$2,100.00	$35.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	$3,040.00	$38.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	$720.00	$45.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	$1,888.00	$59.00	0.00	32.00	32.00	$0.00	$1,888.00	$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	$8,400.00	$50.00	65.00	40.00	105.00	$3,250.00	$2,000.00	$5,250.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	$7,752.00	$17.00	60.00	78.00	138.00	$1,020.00	$1,326.00	$2,346.00
0640	Concrete Paved Ditch	9.00	CY	$5,760.00	$640.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0650	Grassing	1.00	LS	$15,000.00	$15,000.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0660	Grouted Rip Rap,Size 200 w/Geotextile Fabric	170.00	SY	$15,640.00	$92.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0670	Clearing and Grubbing	1.00	LS	$15,000.00	$15,000.00	0.25	0.25	50%	$3,750.00	$3,750.00	$7,500.00
0680	Erosion Control	1.00	LS	$20,000.00	$20,000.00	0.10	0.10	20%	$2,000.00	$2,000.00	$4,000.00
0690	Mobilization	1.00	LS	$30,000.00	$30,000.00	0.75	0.25	100%	$22,500.00	$7,500.00	$30,000.00
0700	Maintenance of Traffic	1.00	LS	$25,000.00	$25,000.00	0.30	0.10	40%	$7,500.00	$2,500.00	$10,000.00
0710	Removal of Contaminated Material	80.00	TONS	$5,200.00	$65.00	0.00	0.00	0%	$0.00	$0.00	$0.00
	TOTAL(S) --->			$2,597,764.07					$389,881.89	$350,302.12	$740,184.01

STORED MATERIALS

OWNER: City of Hattiesburg | PROJECT: Comprehensive Sewer Improvements - Phase VII | Pay Estimate No.: 15051-05

CONTRACTOR: Eutaw Construction Company | PROJECT ENGINEER: Shows, Dearman, Waits | For Work Completed Through: 10/25/15

Total Materials Stored (Line 5 on Page 1) is calculated as follows:

Item	Material on Hand	Quantity Delivered Previously	Quantity Delivered This Period	Quantity Delivered Total	Unit	Quantity Installed Previously	Quantity Installed This Period	Quantity Installed Total	Quantity Stored	Unit Cost	Total Amount
1	24" SDR26 HW Sewer Pipe	28.00	0.00	28.00	LF	19.00	0.00	19.00	9.00	$35.29	$317.61
2	30" SDR26 HW Sewer Pipe	1,890.00	0.00	1,890.00	LF	400.00	664.00	1,064.00	826.00	$59.88	$49,460.88
3	36" SDR26 HW Sewer Pipe	112.00	0.00	112.00	LF	38.00	0.00	38.00	74.00	$87.39	$6,466.86
4	8" SDR26 HW Sewer Pipe	70.00	0.00	70.00	LF	0.00	0.00	0.00	70.00	$4.00	$280.00
5	6" SDR26 HW Sewer Pipe	1,640.00	0.00	1,640.00	LF	99.00	555.00	654.00	986.00	$2.30	$2,267.80
6	6" Detectable Marking Tape	5,000.00	0.00	5,000.00	LF	0.00	0.00	0.00	5,000.00	$0.06	$300.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.25	$86.50
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.48	$86.96
9	6" x 6" SDR26 Sewer Tee Wye	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$37.44	$1,759.68
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	6.00	26.00	32.00	68.00	$16.27	$1,106.36
11	6" SDR26 Sewer Cap	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$6.41	$301.27
12	Cast Iron Sewer Cleanout Plugs	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$85.00	$3,995.00
13	24" Round Concrete Valve Box Pad	62.00	0.00	62.00	EA	0.00	13.00	13.00	49.00	$11.50	$563.50
14	30" x 6" Inserta Tee	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$95.60	$4,493.20
15	3/4" HDPE SDR9 CTS Service Tubing	1,000.00	0.00	1,000.00	LF	0.00	0.00	0.00	1,000.00	$0.21	$210.00
16	3/4" Corp Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$28.21	$846.30
17	3/4" Curb Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$38.84	$1,165.20
18	3/4" Plastic Insert for CTS	60.00	0.00	60.00	EA	0.00	0.00	0.00	60.00	$0.24	$14.40
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	0.00	0.00	0.00	80.00	$5.02	$401.60
20	15" Corrugated HDPE Pipe	20.00	0.00	20.00	LF	0.00	0.00	0.00	20.00	$6.76	$135.20
21	18" Corrugated HDPE Pipe	60.00	0.00	60.00	LF	0.00	0.00	0.00	60.00	$9.36	$561.60
22	4" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$57.51	$575.10
23	6" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$58.34	$583.40
24	8" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$70.45	$704.50
25	96" Dia. Precast Manhole (22-24' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$10,803.80	$0.00
26	60" Dia. Precast Manhole (22-24' Depth)	3.00	1.00	4.00	EA	2.00	1.00	3.00	1.00	$4,432.92	$4,432.92
27	60" Dia. Precast Manhole (20-22' Depth)	0.00	1.00	1.00	EA	0.00	0.00	0.00	1.00	$3,726.17	$3,726.17
28	24" Class III RCP	0.00	40.00	40.00	LF	0.00	32.00	32.00	8.00	$21.98	$175.84
29	30" Class III RCP	112.00	0.00	112.00	LF	64.00	40.00	104.00	8.00	$31.73	$253.84
30	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	0.00	0.00	0.00	200.00	$65.90	$13,180.00
31	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	0.00	0.00	0.00	160.00	$123.59	$19,774.40
32	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	0.00	0.00	0.00	1.00	$763.14	$763.14
33	6" Ductile Iron Pipe -- Timothy Water Line	0.00	1.00	1.00	EA	0.00	0.00	0.00	1.00	$13,921.72	$13,921.72
34	Fittings & Appurt. - for Timothy Water Line	0.00	1.00	1.00	LS	0.00	0.00	0.00	1.00	$11,121.03	$11,121.03
										TOTAL VALUE MATERIAL ON HAND:	$144,031.98

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **39** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 39 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 345,536.37** 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. **39** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Forty-five Thousand Five Hundred Thirty-six and 37/100 Dollars ($ 345,536.37)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **39** in the total aggregate amount of **Three Hundred Forty-five Thousand Five Hundred Thirty-six and 37/100 Dollars ($ 345,536.37)** as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Naylor, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

TEL - DID NOT VOTE: Delgado

The President thereby declared the motion carried and the resolution adopted, this the **17th day** of **November**, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **17th** day of **November**, 2015.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **39**

DATE OF REQUISITION: **11/17/2015**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$	3,052.37	18780	1500 GPM Water Well @ Plant No. 1 Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W012
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.08	$	1,112.50	18776	Veteran's Blvd Water Connector Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/551-570 SDW #1270
3	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	$	2,500.00	18798	Water Line Ext on Old 98 and Runnels Period: Sept. 27 - Oct. 24, 2015 MB: 2011-4/89-110 SDW #1273-W011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.10	$	5,820.00	18761	WTP #2 - Filter 6 Repairs Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W010

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	$ 3,675.00	18779	Water Improvements Ph III Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W008
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	$ 2,325.00	18767	Water Improvements Ph IV Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W009
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$ 2,572.50	18781	Water Improvements Ph V Period: Sept. 27 - Oct. 24, 2015 MB 2011-4/89-110 SDW #1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39403-1711	105695.7220.17	$ 1,500.00	18760	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: Sept. 27 - Oct. 24, 2015 MB 2014/102-103 SDW #1273-S006.001
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	$ 22,845.00	18778	Sewer Improvements Ph VII Period: Sept. 27 - Oct. 24, 2015 MB 2015-138 SDW #1273-S008
10	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	$ 300,134.00	15051-05	Sewer Improvements Ph VII Period: 10/01/15 - 10/25/15 MB 2015-138
			$ 345,536.37		

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-W012
Invoice No: 18780

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	10.50	100.00	1,050.00	
PROJECT ENGINEER				
Sellers, Bennie	5.00	150.00	750.00	
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	23.50		3,000.00	
Total Labor				**3,000.00**

Consultants

HATTIESBURG AMERICAN		52.37	
Total Consultants	**1.0 times**	**52.37**	**52.37**
	Total this Invoice		**$3,052.37**

Outstanding Invoices

Number	Date	Balance
18732	10/1/2015	12,550.00
Total		**12,550.00**

Total Now Due **$15,602.37**

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

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

105695.6015
MB 2011 - 4/89-110

LR

sdw Engineering Progress

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

October 28, 2015
Project No: 1270
Invoice No: 18776

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	2.50	85.00	212.50	
Project Engineer				
Sellers, Bennie	6.00	150.00	900.00	
Totals	8.50		1,112.50	
Total Labor				**1,112.50**

Total this Phase **$1,112.50**

Total this Invoice **$1,112.50**

Outstanding Invoices

Number	Date	Balance
18736	10/1/2015	675.00
Total		**675.00**

Total Now Due **$1,787.50**

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

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

105695-7245.08
2011-4/551-570

LR

sdw Engineering Progress

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

October 29, 2015
Project No: 1273-W011
Invoice No: 18798

Project Manager Marcelin Joseph

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

Professional Services from September 27, 2015 to October 24, 2015

Consultants

Wetland Consulting Services, Inc.		2,500.00	
Total Consultants	**1.0 times**	**2,500.00**	**2,500.00**
	Total this Invoice		**$2,500.00**

Outstanding Invoices

Number	Date	Balance
18747	10/5/2015	900.00
Total		**900.00**

Total Now Due **$3,400.00**

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

105695.7245.11
2011-4189-110

LR

sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-W010
Invoice No: 18761

Project Manager John Weeks

Project 1273-W010 WTP#2 - Filter 6 Repairs

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management

Construction Cost	610,260.00			
Fee Percentage	9.00			
Total Fee	54,923.40			
Percent Complete	100.00	Total Earned	54,923.40	
		Previous Fee Billing	54,923.40	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	27.00	85.00	2,295.00	
PROJECT ENGINEER				
Weeks, John	23.50	150.00	3,525.00	
Totals	50.50		5,820.00	
Total Labor				**5,820.00**

Total this Phase **$5,820.00**

Total this Invoice **$5,820.00**

Outstanding Invoices

Number	Date	Balance
18711	9/30/2015	5,900.00
Total		**5,900.00**

Total Now Due **$11,720.00**

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

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

105695.7245.10
2011-4/89-110
LR

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-W008
Invoice No: 18779

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	20.50	150.00	3,075.00	
Wallace, Kyle	4.00	150.00	600.00	
Totals	24.50		3,675.00	
Total Labor				**3,675.00**

Total this Phase **$3,675.00**

Total this Invoice **$3,675.00**

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

105695.7245.52
2011-4189-110

LR

sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-W009
Invoice No: 18767

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from September 27, 2015 to October 24, 2015

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	15.50	150.00	2,325.00	
Totals	15.50		2,325.00	
Total Labor				**2,325.00**

Total this Phase **$2,325.00**

Total this Invoice **$2,325.00**

Outstanding Invoices

Number	Date	Balance
18724	10/1/2015	3,757.50
Total		**3,757.50**

Total Now Due **$6,082.50**

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

105 695.7245.53
2011-4189-110

LR

sdw
Engineering Progress

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

October 28, 2015
Project No: 1273-W013
Invoice No: 18781

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	3.50	85.00	297.50	
ENGINEERING INTERN				
Riley, Ivy	5.50	100.00	550.00	
FIELD CREW				
Crew, Field	9.00	150.00	1,350.00	
PROJECT ENGINEER				
Wallace, Kyle	2.50	150.00	375.00	
Totals	20.50		2,572.50	
Total Labor				**2,572.50**

Total this Invoice **$2,572.50**

Outstanding Invoices

Number	**Date**	**Balance**
18731	10/1/2015	2,395.00
Total		**2,395.00**

Total Now Due **$4,967.50**

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

105695.6015 2011-4/89-110

LR

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-S006.001
Invoice No: 18760

Project Manager John Weeks

Project 1273-S006.001 San Antonio, E. Hardy, Lakeview Design Sewer VI

Professional Services from September 27, 2015 to October 24, 2015

Phase CM San Antonio, E. Hardy, Lakeview - Design

Construction Cost	1,067,948.00			
Fee Percentage	9.00			
Total Fee	96,115.32			
Percent Complete	100.00	Total Earned	96,115.32	
		Previous Fee Billing	96,115.32	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Weeks, John	10.00	150.00	1,500.00	
Totals	10.00		1,500.00	
Total Labor				**1,500.00**

Total this Phase **$1,500.00**

Total this Invoice **$1,500.00**

Outstanding Invoices

Number	Date	Balance
18710	9/30/2015	1,917.50
Total		**1,917.50**

Total Now Due **$3,417.50**

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

105695.722017
2014 / 102-103

LR

sdw Engineering Progress

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

October 28, 2015
Project No: 1273-S008
Invoice No: 18778

Project Manager Kyle Wallace

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

Professional Services from September 27, 2015 to October 24, 2015

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	6.00	85.00	510.00	
Tingle, William	146.00	85.00	12,410.00	
ENGINEERING INTERN				
Joseph, Marcelin	1.00	100.00	100.00	
PROJECT ENGINEER				
McNease, Shea	22.00	150.00	3,300.00	
Sellers, Bennie	6.50	150.00	975.00	
Wallace, Kyle	35.00	150.00	5,250.00	
Weeks, John	2.00	150.00	300.00	
Totals	218.50		22,845.00	
Total Labor				**22,845.00**

Total this Phase **$22,845.00**

Total this Invoice **$22,845.00**

Outstanding Invoices

Number	Date	Balance
18734	10/1/2015	34,187.50
Total		**34,187.50**

Total Now Due **$57,032.50**

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

105695.7220.55
2015-138

LR

PAY ESTIMATE

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII
Hattiesburg, MS

Pay Estimate No: 15051-05

Invoice Date: 11/01/15

CONTRACTOR: Eutaw Construction Company
P.O. Box 36
Aberdeen, MS 39730

PROJECT ENGINEER: Shows, Dearman, Waits
Attn: Kyle Wallace

For Work Completed Through: 10/25/15

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	$2,597,764.07	
2	Net Change by Change Orders:	$0.00	
3	Revised Contract Amount:	$2,597,764.07	
4	Total Work Completed:	$740,184.01	28%
5	Total Materials Stored:	$144,031.98	
6	Total Value of Work and Material:	$884,215.99	34%
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	($88,421.60)	10%
8	Total Amount Earned to Date:	$795,794.39	31%
9	Less Previous Payments:	$495,660.39	
10	AMOUNT DUE CONTRACTOR:	$300,134.00	

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
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	NET CHANGE BY CHANGE ORDERS:	$ -

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

EUTAW CONSTRUCTION CO, INC.

Signed: [signature] - Rev. 02 Date: 11/1/2015

SHOWS, DEARMAN, WAITS

Signed: [signature] Date: 11/2/15

105695.7220.55
2015-138

SCHEDULE OF VALUES

OWNER: City of Hattiesburg | PROJECT: Comprehensive Sewer Improvements - Phase VII | Pay Estimate No.: 15051-05

CONTRACTOR: Eutaw Construction Company | PROJECT ENGINEER: Shows, Dearman, Waits | For Work Completed Through: 10/25/15

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.) Previously	Work Completed (Qty.) This Period	Work Completed (Qty.) Total	Work Completed ($) Previously	Work Completed ($) This Period	Work Completed ($) Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	$902.00	$82.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	$2,100.00	$150.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	$3,000.00	$300.00	19.00	0.00	19.00	$5,700.00	$0.00	$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	$55,300.00	$175.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	$19,760.00	$190.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	$17,800.00	$200.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	$205,200.00	$225.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	$135,485.00	$245.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	$171,640.00	$280.00	0.00	210.00	210.00	$0.00	$58,800.00	$58,800.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	$198,100.00	$350.00	0.00	240.00	240.00	$0.00	$84,000.00	$84,000.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	$227,370.00	$390.00	400.00	214.00	614.00	$156,000.00	$83,460.00	$239,460.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	$53,500.00	$500.00	38.00	0.00	38.00	$19,000.00	$0.00	$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	$15,510.00	$165.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	$4,680.00	$180.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	$14,800.00	$185.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	$9,620.00	$260.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	$4,125.00	$275.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	$7,290.00	$270.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	$3,135.00	$285.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	$14,300.00	$286.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	$6,000.00	$300.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	$3,260.00	$4.00	549.00	0.00	549.00	$2,196.00	$0.00	$2,196.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	$9,250.00	$9,250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	$10,200.00	$10,200.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	$10,800.00	$10,800.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	$41,700.00	$13,900.00	2.00	1.00	3.00	$27,800.00	$13,900.00	$41,700.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	$12,000.00	$12,000.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	$13,880.00	$13,880.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	$21,000.00	$10,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	$13,700.00	$13,700.00	1.00	0.00	100%	$13,700.00	$0.00	$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	$14,380.00	$14,380.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	$24,650.00	$24,650.00	1.00	0.00	100%	$24,650.00	$0.00	$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	$22,400.00	$22,400.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	$23,500.00	$23,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	$14,500.00	$14,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	$15,700.00	$15,700.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0380	Abandonment of Ex. MH	1.00	EA	$1,120.00	$1,120.00	0.00	0.00	0%	$0.00	$0.00	$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	$10,400.00	$2,600.00	1.00	3.00	4.00	$2,600.00	$7,800.00	$10,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	$8,200.00	$4,100.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0410	Connection to Ex. Lift Station	1.00	LS	$64,561.07	$64,561.07	1.00	0.00	100%	$64,561.07	$0.00	$64,561.07
0430	6" San Swr Srvc Cleanout (Incl. Conc Ring in Grass	62.00	EA	$23,250.00	$375.00	2.00	13.00	15.00	$750.00	$4,875.00	$5,625.00
0440	6" San Swr Srvc Tap (Insert-A-Tee)	62.00	EA	$20,460.00	$330.00	2.00	13.00	15.00	$660.00	$4,290.00	$4,950.00
0450	6" SDR 26 PVC Pipe San Swr Srvc (Incl. Fittings)	1,640.00	LF	$49,200.00	$30.00	99.00	555.00	654.00	$2,970.00	$16,650.00	$19,620.00
0460	Wtr Srvc Repair (Incl. Srvc Tubing, Fittings, Corp	30.00	EA	$12,000.00	$400.00	1.00	0.00	1.00	$400.00	$0.00	$400.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	$268,866.00	$78.00	94.19	376.04	470.23	$7,346.82	$29,331.12	$36,677.94
0490	Select Fill Mat'l (Class 9,Group C), LVM	25,015.00	CY	$200,120.00	$8.00	1,891.00	3,279.00	5170.00	$15,128.00	$26,232.00	$41,360.00
0500	Concrete Pavement Repair (All Depths)	191.00	SY	$15,280.00	$80.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	$273,360.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	$56,000.00	$20.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	$660.00	$55.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	$1,250.00	$250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	$14,400.00	$1,600.00	4.00	0.00	4.00	$6,400.00	$0.00	$6,400.00
0560	12" Corrugated HDPE Pipe	80.00	LF	$2,000.00	$25.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0570	15" Corrugated HDPE Pipe	20.00	LF	$600.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	$2,100.00	$35.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	$3,040.00	$38.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	$720.00	$45.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	$1,888.00	$59.00	0.00	32.00	32.00	$0.00	$1,888.00	$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	$8,400.00	$50.00	65.00	40.00	105.00	$3,250.00	$2,000.00	$5,250.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	$7,752.00	$17.00	60.00	78.00	138.00	$1,020.00	$1,326.00	$2,346.00
0640	Concrete Paved Ditch	9.00	CY	$5,760.00	$640.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0650	Grassing	1.00	LS	$15,000.00	$15,000.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0660	Grouted Rip Rap,Size 200 w/Geotextile Fabric	170.00	SY	$15,640.00	$92.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0670	Clearing and Grubbing	1.00	LS	$15,000.00	$15,000.00	0.25	0.25	50%	$3,750.00	$3,750.00	$7,500.00
0680	Erosion Control	1.00	LS	$20,000.00	$20,000.00	0.10	0.10	20%	$2,000.00	$2,000.00	$4,000.00
0690	Mobilization	1.00	LS	$30,000.00	$30,000.00	0.75	0.25	100%	$22,500.00	$7,500.00	$30,000.00
0700	Maintenance of Traffic	1.00	LS	$25,000.00	$25,000.00	0.30	0.10	40%	$7,500.00	$2,500.00	$10,000.00
0710	Removal of Contaminated Material	80.00	TONS	$5,200.00	$65.00	0.00	0.00	0%	$0.00	$0.00	$0.00
	TOTAL(S) --->			$2,597,764.07					$389,881.89	$350,302.12	$740,184.01

STORED MATERIALS

OWNER: City of Hattiesburg | PROJECT: Comprehensive Sewer Improvements - Phase VII | Pay Estimate No.: 15051-05

CONTRACTOR: Eutaw Construction Company | PROJECT ENGINEER: Shows, Dearman, Waits | For Work Completed Through: 10/25/15

Total Materials Stored (Line 5 on Page 1) is calculated as follows:

Item	Material on Hand	Quantity Delivered			Unit	Quantity Installed			Quantity	Unit Cost	Total Amount
		Previously	This Period	Total		Previously	This Period	Total	Stored		
1	24" SDR26 HW Sewer Pipe	28.00	0.00	28.00	LF	19.00	0.00	19.00	9.00	$35.29	$317.61
2	30" SDR26 HW Sewer Pipe	1,890.00	0.00	1,890.00	LF	400.00	664.00	1,064.00	826.00	$59.88	$49,460.88
3	36" SDR26 HW Sewer Pipe	112.00	0.00	112.00	LF	38.00	0.00	38.00	74.00	$87.39	$6,466.86
4	8" SDR26 HW Sewer Pipe	70.00	0.00	70.00	LF	0.00	0.00	0.00	70.00	$4.00	$280.00
5	6" SDR26 HW Sewer Pipe	1,640.00	0.00	1,640.00	LF	99.00	555.00	654.00	986.00	$2.30	$2,267.80
6	6" Detectable Marking Tape	5,000.00	0.00	5,000.00	LF	0.00	0.00	0.00	5,000.00	$0.06	$300.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.25	$86.50
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.48	$86.96
9	6" x 6" SDR26 Sewer Tee Wye	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$37.44	$1,759.68
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	6.00	26.00	32.00	68.00	$16.27	$1,106.36
11	6" SDR26 Sewer Cap	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$6.41	$301.27
12	Cast Iron Sewer Cleanout Plugs	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$85.00	$3,995.00
13	24" Round Concrete Valve Box Pad	62.00	0.00	62.00	EA	0.00	13.00	13.00	49.00	$11.50	$563.50
14	30" x 6" Inserta Tee	62.00	0.00	62.00	EA	2.00	13.00	15.00	47.00	$95.60	$4,493.20
15	3/4" HDPE SDR9 CTS Service Tubing	1,000.00	0.00	1,000.00	LF	0.00	0.00	0.00	1,000.00	$0.21	$210.00
16	3/4" Corp Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$28.21	$846.30
17	3/4" Curb Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$38.84	$1,165.20
18	3/4" Plastic Insert for CTS	60.00	0.00	60.00	EA	0.00	0.00	0.00	60.00	$0.24	$14.40
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	0.00	0.00	0.00	80.00	$5.02	$401.60
20	15" Corrugated HDPE Pipe	20.00	0.00	20.00	LF	0.00	0.00	0.00	20.00	$6.76	$135.20
21	18" Corrugated HDPE Pipe	60.00	0.00	60.00	LF	0.00	0.00	0.00	60.00	$9.36	$561.60
22	4" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$57.51	$575.10
23	6" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$58.34	$583.40
24	8" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$70.45	$704.50
25	96" Dia. Precast Manhole (22-24' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$10,803.80	$0.00
26	60" Dia. Precast Manhole (22-24' Depth)	3.00	1.00	4.00	EA	2.00	1.00	3.00	1.00	$4,432.92	$4,432.92
27	60" Dia. Precast Manhole (20-22' Depth)	0.00	1.00	1.00	EA	0.00	0.00	0.00	1.00	$3,726.17	$3,726.17
28	24" Class III RCP	0.00	40.00	40.00	LF	0.00	32.00	32.00	8.00	$21.98	$175.84
29	30" Class III RCP	112.00	0.00	112.00	LF	64.00	40.00	104.00	8.00	$31.73	$253.84
30	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	0.00	0.00	0.00	200.00	$65.90	$13,180.00
31	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	0.00	0.00	0.00	160.00	$123.59	$19,774.40
32	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	0.00	0.00	0.00	1.00	$763.14	$763.14
33	6" Ductile Iron Pipe -- Timothy Water Line	0.00	1.00	1.00	EA	0.00	0.00	0.00	1.00	$13,921.72	$13,921.72
34	Fittings & Appurt. - for Timothy Water Line	0.00	1.00	1.00	LS	0.00	0.00	0.00	1.00	$11,121.03	$11,121.03
									TOTAL VALUE MATERIAL ON HAND:		$144,031.98

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of November 17, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	3,052.37	19,577.37
18" Sewer Trunk Lines	1,500.00	1,396,821.16
Clear Sewer ROW & Easements		28,222.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		2,791,367.90
James St Water Well # 3		407,189.04
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design		640,700.00
NS Task 8 WWTP Access Road & Site Design		223,907.40
NS Task 9 WWTP Land Application Mgt		17,648.22
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII	322,979.00	921,214.39
Veteran's Blvd Water Connector	1,112.50	1,470,540.18
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III	3,675.00	166,911.83
Water Improvements Ph IV	2,325.00	71,382.50
Water Improvements Ph V	2,572.50	4,967.50
Water Line Old 98 & Runnels Rd	2,500.00	274,250.35
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs	5,820.00	103,380.90
Grand Total	345,536.37	13,723,489.48

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg, MS

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

Master

File Number: 2015-2278

File ID: 2015-2278 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/12/2015

Brief Title: Amendment to MOU Stion **Final Action:** 11/17/2015

Minute Book Number: MB2015-337

Title:

Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17,2011.

Notes:

Sponsors: **Enactment Date:**

Attachments: Memorandum of Understanding-Stion, Executive Summary- Stion MOU Amendment, executed Executive Summary- Stion MOU Amendment **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17,2011.

Chad Newell of the Area Development Partnership appeared before the Council to provide an overview on Stion’s capital investments and thresholds.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-2278

Title
Authorize Mayor to execute Amendment to the Stion Memorandum of Understanding by and between Stion and the City of Hattiesburg; originally approved March 17,2011.

Summary
First Amendment to Memorandum of Understanding.*Stion*

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (the "Amendment") is made and entered into as of the last date of execution by and among the Mississippi Development Authority (the "MDA"), acting for and on behalf of the State of Mississippi (the "State"), the city of Hattiesburg, Mississippi, (the "City"), Forrest County, Mississippi, acting by and through its Board of Supervisors (the "County") (collectively, the "Inducers"), and Stion Corporation, a Delaware corporation (the "Company").

WHEREAS, the Inducers and the Company entered into that certain Memorandum of Understanding dated as of March 17, 2011 (the "MOU") setting out their commitments to each other concerning the locating, equipping and operating of a manufacturing plant in the City; and

WHEREAS, the manufacturing plant has been put into operation but economic factors in the Company's industry have slowed the Company in achieving its employment and investment goals; and

WHEREAS, the Company is willing to pledge additional collateral to MDA to provide further security for the loan made by the State to the Company as described in the MOU, and the MDA is willing to modify certain provisions of the MOU in exchange for such pledge; and

WHEREAS, the Company acknowledges that it is obligated to pay the City and the County amounts due under that certain Fee-in-Lieu of Ad Valorem Taxation Agreement dated May 23, 2013, (the "FIL") for payment in 2014 and 2015, with the intent to pay the arrearage by December 31, 2016; and

WHEREAS, the City and the County desire to align the commitments made by the Company in the MOU to the City and the County with the commitments made to the State;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. Amendment to Section 2.2. Section 2.2 of the MOU is deleted in its entirety and is replaced with the following new Section 2.2:

> 2.2 In consideration of the performance by the State, the County and the City of their commitments set out in Articles III and IV, the Company commits that the Project will result in the following:
>
> (i) an investment of land, building and equipment of not less than Two Hundred Fifty Million Dollars ($250,000,000.00) by December 31, 2019 (with up to Eighty-Seven Million Five Hundred Thousand Dollars ($87,500,000.00) of capitalized Borrower costs for permits, fees,

design services or contractor fees ("Soft Costs") to be counted toward such investment amount), and

(ii) the creation of not less than Five Hundred (500) new full-time jobs by December 31, 2022, which number of jobs will be maintained for a period of ten (10) years (the "Maintenance Period") commencing on the earlier of (a) December 31, 2022, or (b) December 31 of the year during which the Company notifies the State that the Company has created at least Five Hundred (500) new full-time jobs, and

(iii) at all times during the Maintenance Period, said jobs shall have in the aggregate an average annual compensation, excluding benefits that are not subject to Mississippi income taxes, of at least Forty-three Thousand Dollars ($43,000.00); and

(iv) in this MOU, the terms "jobs" and "new full-time jobs" shall mean a job providing employment at the Project site for no less than thirty-five (35) hours per week and that did not exist in Mississippi before the creation of the Project and shall also be deemed to include such jobs held by a person (i) whose services are provided at the Project site on a contractual basis, whether directly with the Company or through a third party contracting service, and (ii) under the will and control of the Company.

2. **Amendment to Section 4.1(ii)(b).** Section 4.1(ii)(b) of the MOU is deleted in its entirety and is replaced with the following new Section 4.1(ii)(b):

(b) There will be no Project Support payments from the City and County so long as there remains any amount owed by the Company under the FIL. Project Support payments of the City and County will also be eliminated or reduced as follows:

(1) If the Project has not created 200 qualified jobs (new, full-time jobs with an average annual compensation, excluding benefits which are not subject to Mississippi income taxes, of $43,000) by the time the first FIL payment is to be made, there shall be no Project Support payment until 200 qualified jobs are created; and

(2) If the Project has not created 350 qualified jobs (determined on an average annual basis as of February 1st) by the time the fifth FIL payment is to be made, no further Project Support payments shall be made until 350 qualified jobs are created; and

(3) If the Project has created more than 350 but less than 500 qualified jobs (determined on an average annual basis as of February 1st) by February

1, 2023, the Project Support payments of the City and County will be reduced from 50% to 25%; and

(4) Once the qualified jobs described in subsections (1)-(3) above are created, the jobs must be maintained for the remainder of the Project Support period, and, if not maintained, the Project Support payments will be reduced or eliminated as provided above; and

(5) If, on December 31, 2018, the Company's capital investment in the Project is less than Two Hundred Fifty Million Dollars ($250,000,000.00) (with up to Eighty-Seven Million Five Hundred Thousand Dollars ($87,500,000.00) of Borrower costs for permits, fees, design services or contractor fees ("Soft Costs") to be counted toward such investment amount), no further Project Support payments shall be made.

(c) If Project Support payments are reduced or eliminated pursuant to subsection (b) above, the FIL agreement will remain in full force and effect.

3. **<u>Amendment to Section 5.2</u>.** Section 5.2 is deleted in its entirety and is replaced with the following new Section 5.2:

5.2 In the event that all or a portion of the funds provided for the benefit of the Project pursuant to Article III, 3.2(i) (the "State Funds") have been expended for the benefit of the Project, then the following shall apply if the Facility is in operation and the Lease payments are current:

(i) If the Company defaults on its jobs creation and/or maintenance commitments as set out in Article II, 2.2(ii) and (iii) of this MOU, then the Company shall repay the State all or a portion of the State Funds expended as a loan to the Company for the Project, as provided in this section and in Section 5.2(ii).

(a) If at the commencement of the Maintenance Period, the Company has created less than Five Hundred (500) qualified jobs but more than Three Hundred Fifty (350) qualified jobs, the Company shall pay to the State, on or before January 10 of the following year and of each year during the ten (10) years of the Maintenance Period, a sum equal to one percent (1%) of the outstanding balance of the Loan, which sum shall be applied to reduce the outstanding balance of the Loan; provided that such payments shall not be required for any year in which the Company's average annual employment is not less than five hundred (500) qualified jobs.

(b) Alternatively, if at the commencement of the Maintenance Period, the Company has created less than three hundred fifty (350) qualified jobs but more than two hundred (200) qualified jobs, the Company shall pay to the State on or before January 10 of the following year and of each year during the ten (10) years of the Maintenance Period, a sum equal to five percent (5%) of the outstanding balance of the Loan at the time of such payment, which sum shall be applied to reduce the outstanding balance of the Loan; provided that no such payment shall be required pursuant to this subsection for any year in which the Company's average annual employment is no less than three hundred fifty (350) qualified jobs.

(c) Alternatively, if at the Commencement of the Maintenance Period), the Company has created less than two hundred (200) qualified jobs but more than one hundred (100) qualified jobs, the Company shall pay to the State a sum sufficient to reduce the outstanding balance of the Loan by fifty percent (50%) (which outstanding balance includes all costs of issuance incurred by the State for the bonds issued by the State to fund the loan described in Section 3.2(i) hereof).

(d) Alternatively, if at the Commencement of the Maintenance Period, the Company created has less than one hundred (100) qualified jobs, the Company shall pay to the State a sum sufficient to reduce the outstanding balance of the Loan to zero (which outstanding balance includes all previously unreimbursed costs of issuance and interest incurred by the State to fund the loan described in Section 3.2(i) hereof).

(ii) During the Maintenance Period, the number of jobs at the Project will be verified on an average annual basis as of the anniversary of the commencement of the Maintenance Period and the amount due to the State under this Section, if any, will be adjusted accordingly. If during the Maintenance Period, on any anniversary of the commencement of the Maintenance Period, the Company's average employment for the preceding twelve month period shall be less than five hundred (500), the Company shall, for that year, be subject to a penalty calculated in the same manner as the penalty applied in Section 5.2(i)(a), (b), (c), or (d) for the first year of the Maintenance Period, with the applicable penalty to be determined by the average annual employment during the subject period.

(iii) The State shall provide the Company with notice of default of its job creation and/or maintenance commitments under Section 2.2 of this MOU and the Company will be given ninety (90) days following receipt of such notice to cure such default prior to the penalty becoming due and owing.

(iv) If the Company has defaulted on its investment commitment as set out in Article II, Section 2.2, then the Company shall repay the State all or a portion of the State Funds expended for the Project as set out herein:

(a) If on December 31, 2019, the Company's investment is less than Two Hundred Fifty Million Dollars ($250,000,000.00), the Company shall pay to the State the sum of Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00) as repayment of principal on the loan from the State to the Company within thirty (30) days of demand made by the State.

4. Amendment of Premises Statement to Conform to this Amendment. The first "Premises" statement beginning with the word "WHEREAS" in the MOU is hereby amended to conform in all respects to the provisions of this First Amendment to Memorandum of Understanding.

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by its Chief Executive Officer, the State has caused its name to be hereunto subscribed by the Executive Director of the Mississippi Development Authority, and the City has caused its name to be hereunto subscribed by the Mayor and Clerk of the City, and the County has caused its name to be hereunto subscribed by the President of the Board of Supervisors and the Clerk of the Board, as of the date hereinafter written.

STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY

__________ BY: ______________________________
DATE GLENN MCCULLOUGH
Executive Director

FORREST COUNTY, MISSISSIPPI

__________ BY: ______________________________
DATE DAVID HOGAN
President, on Behalf of the Board of Supervisors

ATTESTED BY:

____
Chancery Clerk

CITY OF HATTIESBURG, MISSISSIPPI

DATE

BY:

JOHNNY L. DUPREE, MAYOR

ATTESTED BY:

City Clerk

STION CORPORATION

DATE

BY:

CHESTER FARRIS, Chief Executive Officer

1864628

Executive Summary – Stion MOU Amendment

The original MOU with Stion was approved March 17, 2011. Stion initially projected investing a minimum of $400 million and hiring 1,000 within six years after the start of commercial production. Given global market conditions and other contributing factors, it has become apparent that Stion is unlikely to reach the thresholds outlined in the original MOU.

Thus, Stion has been working closely with the Mississippi Development Authority (MDA) to rework the terms ~~of their $75~~ million loan with the State of Mississippi. Stion and MDA have renegotiated their loan agreement. In addition to extending interest only payments, Stion's capital investment and job creation requirements have been lowered to realistic goals given current market conditions. The timeline associated with achieving these metrics has also been extended.

The modifications to the state loan have precipitated the need to modify various documents including the original MOU. The State of Mississippi, City of Hattiesburg, and Forrest County are all signatories to the MOU. Thus, we need to modify the MOU to mirror the revised thresholds referenced above. Proposed modifications to the MOU are enumerated below:

- Capital investment projection lowered to $250 million by December 31, 2019
- Job creation threshold lowered to 500 by December 31, 2022

In the current MOU, a rebate of 50% of non-educational FIL payments is contemplated for six years upon Stion meeting certain capital investment and job thresholds. Stion has been unable to make the first two FIL payments; thus, the rebate has been a moot point. The MOU Amendment references Stion's delinquency and indicates that the company intends to pay the arrearage by December 31, 2016. It is also states that project support payments from city and county will not occur as long as there is an amount owed by the company under the FIL. In February 2016, the company's third FIL payment will be due. Upon Stion becoming current with FIL payments, the requirements for the 50% non-educational reimbursements are modified as follows:

- Job creation must reach 200 at an average annual wage of $43,000 (same as initial Agreement) to be eligible for initial rebate
- Company must hire 350 by February 1, 2018, to receive additional project support payments (initial Agreement stipulated 500 jobs)
- If Stion has created 350 but less than 500 jobs by February 1, 2023, project support payments will be reduced from 50% to 25% (initial Agreement was for this reduction to occur between 500 and 800 jobs and total elimination of rebate if jobs totaled less than 500)
- Lowers capital investment requirement to $250 million by December 31, 2018 (initial Agreement required $300 million capital investment by December 31, 2016)

Since announcing their project in January 2011, Stion officials have worked diligently to develop the local facility. Stion has invested $125 million to date, which includes a $6 million upgrade in July 2015. The company currently employs 120, 97% of which are Mississippi residents, with the overwhelming percentage based in Greater Hattiesburg (i.e. Forrest, Lamar, and Perry counties). Chet Farris, CEO, Stion, has led the company's operations since inception here in our community. Stion projects hiring 20-30 employees by the end of 2016; which would take local employment to 140-150. Stion's current average annual wage is $48,000, which far exceeds local market average.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (the "Amendment") is made and entered into as of the last date of execution by and among the Mississippi Development Authority (the "MDA"), acting for and on behalf of the State of Mississippi (the "State"), the city of Hattiesburg, Mississippi, (the "City"), Forrest County, Mississippi, acting by and through its Board of Supervisors (the "County") (collectively, the "Inducers"), and Stion Corporation, a Delaware corporation (the "Company").

WHEREAS, the Inducers and the Company entered into that certain Memorandum of Understanding dated as of March 17, 2011 (the "MOU") setting out their commitments to each other concerning the locating, equipping and operating of a manufacturing plant in the City; and

WHEREAS, the manufacturing plant has been put into operation but economic factors in the Company's industry have slowed the Company in achieving its employment and investment goals; and

WHEREAS, the Company is willing to pledge additional collateral to MDA to provide further security for the loan made by the State to the Company as described in the MOU, and the MDA is willing to modify certain provisions of the MOU in exchange for such pledge; and

WHEREAS, the Company acknowledges that it is obligated to pay the City and the County amounts due under that certain Fee-in-Lieu of Ad Valorem Taxation Agreement dated May 23, 2013, (the "FIL") for payment in 2014 and 2015, with the intent to pay the arrearage by December 31, 2016; and

WHEREAS, the City and the County desire to align the commitments made by the Company in the MOU to the City and the County with the commitments made to the State;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. Amendment to Section 2.2. Section 2.2 of the MOU is deleted in its entirety and is replaced with the following new Section 2.2:

> 2.2 In consideration of the performance by the State, the County and the City of their commitments set out in Articles III and IV, the Company commits that the Project will result in the following:
>
> (i) an investment of land, building and equipment of not less than Two Hundred Fifty Million Dollars ($250,000,000.00) by December 31, 2019 (with up to Eighty-Seven Million Five Hundred Thousand Dollars ($87,500,000.00) of capitalized Borrower costs for permits, fees,

design services or contractor fees ("Soft Costs") to be counted toward such investment amount), and

(ii) the creation of not less than Five Hundred (500) new full-time jobs by December 31, 2022, which number of jobs will be maintained for a period of ten (10) years (the "Maintenance Period") commencing on the earlier of (a) December 31, 2022, or (b) December 31 of the year during which the Company notifies the State that the Company has created at least Five Hundred (500) new full-time jobs, and

(iii) at all times during the Maintenance Period, said jobs shall have in the aggregate an average annual compensation, excluding benefits that are not subject to Mississippi income taxes, of at least Forty-three Thousand Dollars ($43,000.00); and

(iv) in this MOU, the terms "jobs" and "new full-time jobs" shall mean a job providing employment at the Project site for no less than thirty-five (35) hours per week and that did not exist in Mississippi before the creation of the Project and shall also be deemed to include such jobs held by a person (i) whose services are provided at the Project site on a contractual basis, whether directly with the Company or through a third party contracting service, and (ii) under the will and control of the Company.

2. **Amendment to Section 4.1(ii)(b).** Section 4.1(ii)(b) of the MOU is deleted in its entirety and is replaced with the following new Section 4.1(ii)(b):

(b) There will be no Project Support payments from the City and County so long as there remains any amount owed by the Company under the FIL. Project Support payments of the City and County will also be eliminated or reduced as follows:

(1) If the Project has not created 200 qualified jobs (new, full-time jobs with an average annual compensation, excluding benefits which are not subject to Mississippi income taxes, of $43,000) by the time the first FIL payment is to be made, there shall be no Project Support payment until 200 qualified jobs are created; and

(2) If the Project has not created 350 qualified jobs (determined on an average annual basis as of February 1st) by the time the fifth FIL payment is to be made, no further Project Support payments shall be made until 350 qualified jobs are created; and

(3) If the Project has created more than 350 but less than 500 qualified jobs (determined on an average annual basis as of February 1st) by February

1, 2023, the Project Support payments of the City and County will be reduced from 50% to 25%; and

(4) Once the qualified jobs described in subsections (1)-(3) above are created, the jobs must be maintained for the remainder of the Project Support period, and, if not maintained, the Project Support payments will be reduced or eliminated as provided above; and

(5) If, on December 31, 2018, the Company's capital investment in the Project is less than Two Hundred Fifty Million Dollars ($250,000,000.00) (with up to Eighty-Seven Million Five Hundred Thousand Dollars ($87,500,000.00) of Borrower costs for permits, fees, design services or contractor fees ("Soft Costs") to be counted toward such investment amount), no further Project Support payments shall be made.

(c) If Project Support payments are reduced or eliminated pursuant to subsection (b) above, the FIL agreement will remain in full force and effect.

3. **Amendment to Section 5.2.** Section 5.2 is deleted in its entirety and is replaced with the following new Section 5.2:

5.2 In the event that all or a portion of the funds provided for the benefit of the Project pursuant to Article III, 3.2(i) (the "State Funds") have been expended for the benefit of the Project, then the following shall apply if the Facility is in operation and the Lease payments are current:

(i) If the Company defaults on its jobs creation and/or maintenance commitments as set out in Article II, 2.2(ii) and (iii) of this MOU, then the Company shall repay the State all or a portion of the State Funds expended as a loan to the Company for the Project, as provided in this section and in Section 5.2(ii).

(a) If at the commencement of the Maintenance Period, the Company has created less than Five Hundred (500) qualified jobs but more than Three Hundred Fifty (350) qualified jobs, the Company shall pay to the State, on or before January 10 of the following year and of each year during the ten (10) years of the Maintenance Period, a sum equal to one percent (1%) of the outstanding balance of the Loan, which sum shall be applied to reduce the outstanding balance of the Loan; provided that such payments shall not be required for any year in which the Company's average annual employment is not less than five hundred (500) qualified jobs.

(b) Alternatively, if at the commencement of the Maintenance Period, the Company has created less than three hundred fifty (350) qualified jobs but more than two hundred (200) qualified jobs, the Company shall pay to the State on or before January 10 of the following year and of each year during the ten (10) years of the Maintenance Period, a sum equal to five percent (5%) of the outstanding balance of the Loan at the time of such payment, which sum shall be applied to reduce the outstanding balance of the Loan; provided that no such payment shall be required pursuant to this subsection for any year in which the Company's average annual employment is no less than three hundred fifty (350) qualified jobs.

(c) Alternatively, if at the Commencement of the Maintenance Period), the Company has created less than two hundred (200) qualified jobs but more than one hundred (100) qualified jobs, the Company shall pay to the State a sum sufficient to reduce the outstanding balance of the Loan by fifty percent (50%) (which outstanding balance includes all costs of issuance incurred by the State for the bonds issued by the State to fund the loan described in Section 3.2(i) hereof).

(d) Alternatively, if at the Commencement of the Maintenance Period, the Company created has less than one hundred (100) qualified jobs, the Company shall pay to the State a sum sufficient to reduce the outstanding balance of the Loan to zero (which outstanding balance includes all previously unreimbursed costs of issuance and interest incurred by the State to fund the loan described in Section 3.2(i) hereof).

(ii) During the Maintenance Period, the number of jobs at the Project will be verified on an average annual basis as of the anniversary of the commencement of the Maintenance Period and the amount due to the State under this Section, if any, will be adjusted accordingly. If during the Maintenance Period, on any anniversary of the commencement of the Maintenance Period, the Company's average employment for the preceding twelve month period shall be less than five hundred (500), the Company shall, for that year, be subject to a penalty calculated in the same manner as the penalty applied in Section 5.2(i)(a), (b), (c), or (d) for the first year of the Maintenance Period, with the applicable penalty to be determined by the average annual employment during the subject period.

(iii) The State shall provide the Company with notice of default of its job creation and/or maintenance commitments under Section 2.2 of this MOU and the Company will be given ninety (90) days following receipt of such notice to cure such default prior to the penalty becoming due and owing.

(iv) If the Company has defaulted on its investment commitment as set out in Article II, Section 2.2, then the Company shall repay the State all or a portion of the State Funds expended for the Project as set out herein:

(a) If on December 31, 2019, the Company's investment is less than Two Hundred Fifty Million Dollars ($250,000,000.00), the Company shall pay to the State the sum of Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00) as repayment of principal on the loan from the State to the Company within thirty (30) days of demand made by the State.

4. **Amendment of Premises Statement to Conform to this Amendment.** The first "Premises" statement beginning with the word "WHEREAS" in the MOU is hereby amended to conform in all respects to the provisions of this First Amendment to Memorandum of Understanding.

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by its Chief Executive Officer, the State has caused its name to be hereunto subscribed by the Executive Director of the Mississippi Development Authority, and the City has caused its name to be hereunto subscribed by the Mayor and Clerk of the City, and the County has caused its name to be hereunto subscribed by the President of the Board of Supervisors and the Clerk of the Board, as of the date hereinafter written.

STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY

__________ BY: ______________________________

DATE

GLENN MCCULLOUGH
Executive Director

FORREST COUNTY, MISSISSIPPI

__________ BY: ______________________________

DATE

DAVID HOGAN
President, on Behalf of the Board of Supervisors

ATTESTED BY:

____

Chancery Clerk

CITY OF HATTIESBURG, MISSISSIPPI

BY: ______________________

JOHNNY L. DUPREE, MAYOR

____

DATE

ATTESTED BY:

____

City Clerk

STION CORPORATION

BY: ______________________

CHESTER FARRIS, Chief Executive Officer

____

DATE

1864628

City of Hattiesburg, MS

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

Master

File Number: 2015-2274

File ID:	2015-2274	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Authorize (MOU) between the City of Hattiesburg, Grove Transit, and SMPDD to collaborate and support the AmeriCorps Building Futures Program.			**Final Action:**	11/13/2015
				Minute Book Number:	MB2015-337

Title:

Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

Notes:

Sponsors:		**Enactment Date:**	11/10/2015
Attachments:	SMPDD-Hattiesburg-Grove MOU 11-17-2015, executed SMPDD-Hattiesburg-Grove MOU 11-17-2015	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
Drafter:	Jacquline McClain	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/13/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-2274

Title

Authorize the Mayor to execute in duplicate a Memorandum of Understanding (MOU) between The City of Hattiesburg, Southern Mississippi Planning and Development District (SMPDD) and Grove Transit for transportation support through the Job Access Reverse Commute (JARC) grant to the SMPDD AmeriCorps Building Futures Program through August 31, 2016, or until the MOU is redefined or the project funding is terminated.

Summary

Authorize (MOU) between the City of Hattiesburg, Grove Transit, and SMPDD to collaborate and support the AmeriCorps Building Futures Program.

Budget Information

50% of cost covered by JARC fund, SMPDD will commit to providing the funds to cover 75% of the rider fees, Grove Transit will commit to contributing at least 10% of cost as in-kind contribution.

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HATTIESBURG, GROVE TRANSIT

AND

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the City of Hattiesburg (City), Grove Transit (Grove) and Southern Mississippi Planning and Development District (SMPDD) for the SMPDD AmeriCorps Building Futures Program (Program). The SMPDD AmeriCorps Building Futures Program is funded through the Corporation for National and Community Service and the Mississippi Commission for Volunteer Service for the 2015-2016 program year. The SMPDD AmeriCorps Building Futures will engage 27 members in service to improve twenty (20) private residential housing units in the Hattiesburg area.

I. PURPOSE: The purpose of this MOU is to establish and maintain an effective working relationship between the City, Grove and SMPDD to collaborate and support the Program.

II. TERM: The MOU shall be in effect from the date of execution through August 31, 2016 or until such time as any of the parties request a meeting in writing to redefine the agreement or project funding is terminated. Any party may also terminate this agreement in 60 days by giving written notice.

III. GOALS OF THE PROGRAM: The SMPDD AmeriCorps Building Futures program, through the combined and sustained construction work of 27 members, will address housing needs in the Hattiesburg area. The Program will engage 10 full-time and 17 half-time or less members. The 10 full-time members will include youth from the community as well as graduates from the National Guard Youth Challenge Program. The 17 part-time members may be college students, local residents and retired seniors who are interested in serving housing needs in the local area.

IV. UNDERSTANDINGS:

A. The City will:

1. Collaborate with and provide support to Grove and SMPDD on the Program where appropriate to ensure a successful outcome.

2. Provide transportation assistance for the Program through the Job Access/Reverse Commute (JARC) program.

3. Waive age and income requirements of the JARC program for full time members of the SMPDD AmeriCorps Building Futures Program. The age waiver applies to those members that are 17 years of age.

B. Grove will:

1. Collaborate with and provide support to the City and SMPDD on the Program where appropriate to ensure a successful outcome.

2. Provide transportation assistance for the Program through the Job Access/Reverse Commute (JARC) program as outlined below:

    a. The daily average number of "JARC qualified" Program participants transported does not drop below 7 for longer than a one week period, unless the program can show the average will be back above 6 in the next few weeks.

    b. All Program participants are picked up at the same location and at the same time. The pick-up time will have to allow for some people being dropped off at the worksite early in order to allow for the last drop off group to be dropped off on time.

    c. All Program participants are picked up from their worksites in one "route" and dropped off at the same location at the same time. The pick-up times will have to allow for some people being picked up from their worksite a little after work ends to allow for the first pick up group to be picked up when work ends.

    d. The total number of drop off sites will not exceed 3 on any given day.

3. Provide funding for transportation costs as outlined in Section V of this MOU.

C. SMPDD will:

1. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision for the grant, will provide assistance to the collaborators and members in support of grant implementation, and will be the liaison between all involved parties.

2. Provide funding for transportation costs as outlined in Section V of this MOU.

3. Include Grove Transit as an in-kind contributor as appropriate and allowed in the grant documents.

V. <u>TRANSPORTATION COSTS</u>: Transportation costs will be structured as follows:

A. 50% by JARC program funds reimbursement

B. SMPDD will commit to providing the funds to cover 75% of the rider fees portion of the costs

C. Grove Transit will commit to contributing at least 10% of the costs as an in-kind contribution

D. SMPDD will commit to working with Grove Transit to find organizations or agencies to contribute the remainder of the transportation costs, with the understanding that if after good faith efforts the shortfall cannot be covered, Grove Transit will contribute any remaining shortfall as in-kind contributions

In witness whereof, this agreement has been executed by the parties hereto:

__________________________________ Date: ___________________

Honorable Johnny DuPree, Mayor
City of Hattiesburg

__________________________________ Date: ___________________

Dan Reid, President/Managing Member
Grove Transit

__________________________________ Date: ___________________

Leonard Bentz, Executive Director
Southern Mississippi Planning and Development District

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HATTIESBURG, GROVE TRANSIT

AND

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the City of Hattiesburg (City), Grove Transit (Grove) and Southern Mississippi Planning and Development District (SMPDD) for the SMPDD AmeriCorps Building Futures Program (Program). The SMPDD AmeriCorps Building Futures Program is funded through the Corporation for National and Community Service and the Mississippi Commission for Volunteer Service for the 2015-2016 program year. The SMPDD AmeriCorps Building Futures will engage 27 members in service to improve twenty (20) private residential housing units in the Hattiesburg area.

I. PURPOSE: The purpose of this MOU is to establish and maintain an effective working relationship between the City, Grove and SMPDD to collaborate and support the Program.

II. TERM: The MOU shall be in effect from the date of execution through August 31, 2016 or until such time as any of the parties request a meeting in writing to redefine the agreement or project funding is terminated. Any party may also terminate this agreement in 60 days by giving written notice.

III. GOALS OF THE PROGRAM: The SMPDD AmeriCorps Building Futures program, through the combined and sustained construction work of 27 members, will address housing needs in the Hattiesburg area. The Program will engage 10 full-time and 17 half-time or less members. The 10 full-time members will include youth from the community as well as graduates from the National Guard Youth Challenge Program. The 17 part-time members may be college students, local residents and retired seniors who are interested in serving housing needs in the local area.

IV. UNDERSTANDINGS:

A. The City will:

1. Collaborate with and provide support to Grove and SMPDD on the Program where appropriate to ensure a successful outcome.
2. Provide transportation assistance for the Program through the Job Access/Reverse Commute (JARC) program.
3. Waive age and income requirements of the JARC program for full time members of the SMPDD AmeriCorps Building Futures Program. The age waiver applies to those members that are 17 years of age.

B. Grove will:

1. Collaborate with and provide support to the City and SMPDD on the Program where appropriate to ensure a successful outcome.

2. Provide transportation assistance for the Program through the Job Access/Reverse Commute (JARC) program as outlined below:

   a. The daily average number of "JARC qualified" Program participants transported does not drop below 7 for longer than a one week period, unless the program can show the average will be back above 6 in the next few weeks.

   b. All Program participants are picked up at the same location and at the same time. The pick-up time will have to allow for some people being dropped off at the worksite early in order to allow for the last drop off group to be dropped off on time.

   c. All Program participants are picked up from their worksites in one "route" and dropped off at the same location at the same time. The pick-up times will have to allow for some people being picked up from their worksite a little after work ends to allow for the first pick up group to be picked up when work ends.

   d. The total number of drop off sites will not exceed 3 on any given day.

3. Provide funding for transportation costs as outlined in Section V of this MOU.

C. SMPDD will:

1. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision for the grant, will provide assistance to the collaborators and members in support of grant implementation, and will be the liaison between all involved parties.

2. Provide funding for transportation costs as outlined in Section V of this MOU.

3. Include Grove Transit as an in-kind contributor as appropriate and allowed in the grant documents.

V. <u>TRANSPORTATION COSTS</u>: Transportation costs will be structured as follows:

A. 50% by JARC program funds reimbursement

B. SMPDD will commit to providing the funds to cover 75% of the rider fees portion of the costs

C. Grove Transit will commit to contributing at least 10% of the costs as an in-kind contribution

D. SMPDD will commit to working with Grove Transit to find organizations or agencies to contribute the remainder of the transportation costs, with the understanding that if after good faith efforts the shortfall cannot be covered, Grove Transit will contribute any remaining shortfall as in-kind contributions

In witness whereof, this agreement has been executed by the parties hereto:

Johnny P DuPree

Date: 11-17-15

Honorable Johnny DuPree, Mayor
City of Hattiesburg

Date: ____________

Dan Reid, President/Managing Member
Grove Transit

Date: ____________

Leonard Bentz, Executive Director
Southern Mississippi Planning and Development District

City of Hattiesburg, MS

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

Master

File Number: 2015-2272

File ID: 2015-2272 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/10/2015

Brief Title: Authorize Mayor to execute agreement with Neel-Schaffer, Inc. for COMSWIP Task Order #10. **Final Action:** 11/17/2015

Minute Book Number: MB2015-337-338

Title:

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

Notes:

Sponsors: **Enactment Date:**

Attachments: Lagoon Sludge Testing Contract Task 10, executed
Lagoon Sludge Testing Contract Task 10 **Enactment Number:**

Contact: **Meeting Date:** 11/17/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

TEL-No Vote: 1 Council Member Delgado

Text of Legislative File 2015-2272

Title

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. to provide services under the Comprehensive Sewer and Water Investment Project (COMSWIP) for South Lagoon Wastewater Treatment Plant Sampling and Testing Services Task Order #10.

Summary

Authorize Mayor to execute agreement with Neel-Schaffer, Inc. for COMSWIP Task Order #10.

Budget Information

105695

Expenditure Type

2013 Bond

Purchasing Item

Publication Information

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

November 9, 2015

Mayor Johnny L. DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: SOUTH LAGOON WASTEWATER TREATMENT PLANT
SAMPLING AND TESTING SERVICES
TASK ORDER #10

Dear Mayor DuPree:

As you requested, Neel-Schaffer, Inc. is pleased to provide this Task Order for services related to the collection of sludge and water samples from the existing South Wastewater Lagoon cells and the associated laboratory testing to determine if there are any constituents present that may impact the City's proposed wastewater treatment solution. The services related to this Task Order will be considered to be Type 2 services in accordance with our current Agreement for Professional Services with the City of Hattiesburg.

In support of the City's efforts to plan for upcoming improvements to the wastewater treatment infrastructure, and in connection to other ongoing issues related to the overall wastewater system, we will collect samples from the existing sludge blanket within all four (4) cells of the South Lagoon Treatment Plant utilizing a pre-planned grid for sampling. A total of eighty (80) sludge samples will be collected and each sample will be a composite over the depth of the sludge blanket at each sample point. We will also collect twenty (20) water samples, five (5) in each cell, at random locations with each sample being a composite sample over the depth of the water. All samples will be transported to an environmental laboratory and tested for the parameters listed in the table below. A portion of each sample will be stored for up to four (4) months for additional testing, by others, should the City decide that any additional testing is warranted. The costs for transporting these samples, as well as the additional testing, are not included in this Task Order.

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

Parameters to be Tested

Semivolatiles

Acenaphthene
Acetophenone
Aniline
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(b)fluoranthene
Benzo(g,h,i)perylene
Benzo(k)fluoranthene
Benzyl alcohol
1,1'-Biphenyl
Di-n-butylphthalate
4-Chloro-3-methylphenol
2-Chlorophenol
Dibenzofuran
2,4-Dichlorophenol
2,6-Dichlorophenol
Diethylphthalate
2,4-Dimethylphenol
1,4-Dioxane
Diphenyl ether
bis(2-Ethylhexyl)phthalate
Fluoranthene
Hexachlorobenzene
Indeno(1,2,3-cd)pyrene
2-Methylnaphthalene
2-Methylphenol
3-Methylphenol and 4-methylphenol – combined total
Naphthalene
Phenanthrene
Phenol
Pyrene
2,3,4,6-Tetrachlorophenol
2,4,5-Trichlorophenol
2,4,6-Trichlorophenol
O,O,O-Triethylphosphorothioate

Pesticides/PCBs

Toxaphene

Wet Chemistry

Moisture

Field work related to the collection of sludge and water samples will be completed within thirty (30) calendar days of approval of this Task Order. A summary report of all findings will be prepared and submitted for the City's use within fourteen (14) calendar days of receipt of all laboratory results. Compensation for services related to this Task Order will be on an hourly basis with a not-to-exceed limit of $73,000, in accordance with the Agreement for Professional Services dated July 19, 2011.

Please indicate your acceptance of this Task Order by executing both original documents and returning one copy to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

NEEL-SCHAFFER, INC.

Jeff Pittman

Jeff Pittman, P.E.
Assistant Engineer Manager

ACCEPTED:

BY: ______________________________

DATE: ____________________________

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY of HATTIESBURG, MISSISSIPPI
AND
NEEL-SCHAFFER, INC.

This **AGREEMENT** made this 19 day of July, **2011**, by and between the **CITY OF HATTIESBURG, MISSISSIPPI**, after this called **"OWNER"**, and **NEEL-SCHAFFER, INC.**, having its principal place of business at 704 Hardy Street, Hattiesburg, Mississippi, 39401, and mailing address of Post Office Box 1487, Hattiesburg, Mississippi 39403-1487, after this called the **"CONSULTANT"**.

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONSULTANT** to provide professional services as requested. **Type 1** services will be performed as directed by the **OWNER** and will not exceed $10,000 per task. **Type 2** and **Type 3** services will be provided by **CONSULTANT** upon receipt of executed individual task orders from the **OWNER** which will contain specific scope of project, project requirements, and schedules for the work.

It is anticipated that the professional services performed by individual task orders will consist of the following three general types of work:

Type 1: **General Consultation** - Studies, reports, miscellaneous surveys, minor designs, cost estimates, public relations, etc.

Type 2: **Engineering** - Boundary and topographic surveys, design, preparation of contract documents, assistance with bidding, construction administration and consultation during project construction.

Type 3: **Planning and Landscape Architecture** - General planning and landscape architecture professional services as requested.

II. ADDITIONAL SERVICES

CONSULTANT will provide services in accordance with the Exhibit A, "General Provisions" which are attached to and made a part of this **AGREEMENT**. The **OWNER** will pay for **CONSULTANT** additional services specified in Section 2 of the General Provisions on the same basis as for Type 1, Type 2 and Type 3 services. For services of independent professional associates and consultants employed by **CONSULTANT**, **OWNER** will pay **CONSULTANT** the amount billed to **CONSULTANT** times a factor of 1.10. Performance of Additional Services and employment of independent professional associates and consultants by **CONSULTANT** will require prior written authorization from **OWNER**. **CONSULTANT** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

We propose to complete these services in accordance with the attached **EXHIBIT A – "General Terms and Conditions"**, at an hourly rate on the basis of direct labor cost times a factor of 2.9 plus reimbursable expenses.

Subconsultant expenses will be billed to **OWNER** at their actual cost to **CONSULTANT** times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **CONSULTANT**'s actual cost.

Both **OWNER** and **CONSULTANT** recognize that certain occasions may arise for which the methods of payment to **CONSULTANT** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

V. CHANGES TO AGREEMENT

This **AGREEMENT** and **EXHIBIT A – "General Terms and Conditions"**, represent the complete **AGREEMENT** between **OWNER** and **CONSULTANT** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Eddie R. Myers

ATTEST:

NEEL-SCHAFFER, INC.

Michael W. Essary

Michael W. Essary, P.E.
Engineer Manager, Neel-Schaffer, Inc.

TASK ORDER FORM
CITY OF HATTIESBURG, MISSISSIPPI

TASK ORDER NO.: ____________________ **DATE:** ______________

REQUESTED BY: ____

DESCRIPTION OF SERVICE: ____

____

ESTIMATED DELIVERY DATE: ____________________

OTHER COMMENTS: ____

____

ESTIMATED COST

PERSONNEL	HOURS	HOURLY RATE	TOTAL
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00

TOTAL DIRECT LABOR COST = $ -

LUMP SUM FEE = ______________

TOTAL FEE = $ -

OTHER RELATED COSTS

$ -

TOTAL OF OTHER RELATED COSTS $ -

TOTAL ESTIMATED COST $ -

SPECIAL CONDITIONS, SCHEDULES AND TERMS ATTACHED: ______________________

SUBMITTED BY: ______________________________ ______________

Neel-Schaffer, Inc. DATE

AUTHORIZED BY: ______________________________ ______________

City of Hattiesburg DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.

NEEL-SCHAFFER
Solutions you can build upon

EXHIBIT A
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Consultant and Client.** Consultant shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Client.

2. **Responsibility of the Consultant.** Consultant will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Consultant shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Consultant be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other Consultant, architect or consultant not under contract to the Consultant to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Consultant shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Consultant, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Consultant in connection with any or all of the services furnished hereunder shall be the property of Consultant. Consultant shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Consultant pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Consultant, shall be at Client's sole risk, and Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Consultant and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Consultant's services are delayed by the Client, or for other reasons beyond the Consultant's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Consultant may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Consultant, require Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client,

however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Consultant will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Consultant for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Consultant either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Consultant shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Consultant.

    Client shall indemnify and hold harmless Consultant from Consultant's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extend caused by the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Consultant and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Consultant, and the Consultant shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Consultant or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Consultant's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Consultant shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000. Client recognizes that insurance market is erratic and Consultant cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Consultant. In this case, the Client recognizes that the Consultant cannot assure the sufficiency of such information. Accordingly, the Consultant shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Consultant for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Consultant or Consultant's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Consultant properly inferred to exist between sampling points may differ significantly from those that actually exist.

    Consultant will locate utilities which will affect the project from information provided by the Client and utility companies and from Consultant's surveys. In that these utility locations are based, at least in part, on information from others, Consultant cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Consultant is

required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Consultant in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Consultant and agrees to indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Consultant's fee includes an allowance for funding a variety of risks which affect the Consultant by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Consultant's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Consultant's liability to the Client and all construction contractors arising from the Consultant's professional acts, errors or omissions, such that the total aggregate liability of the Consultant to all those named shall not exceed $50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Consultant provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Consultant for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Consultant for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Consultant will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Consultant shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Consultant's services is not contingent on any factor except Consultant's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Consultant brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Consultant must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Consultant shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Consultant shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Consultant.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

November 9, 2015

Mayor Johnny L. DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: SOUTH LAGOON WASTEWATER TREATMENT PLANT
SAMPLING AND TESTING SERVICES
TASK ORDER #10

Dear Mayor DuPree:

As you requested, Neel-Schaffer, Inc. is pleased to provide this Task Order for services related to the collection of sludge and water samples from the existing South Wastewater Lagoon cells and the associated laboratory testing to determine if there are any constituents present that may impact the City's proposed wastewater treatment solution. The services related to this Task Order will be considered to be Type 2 services in accordance with our current Agreement for Professional Services with the City of Hattiesburg.

In support of the City's efforts to plan for upcoming improvements to the wastewater treatment infrastructure, and in connection to other ongoing issues related to the overall wastewater system, we will collect samples from the existing sludge blanket within all four (4) cells of the South Lagoon Treatment Plant utilizing a pre-planned grid for sampling. A total of eighty (80) sludge samples will be collected and each sample will be a composite over the depth of the sludge blanket at each sample point. We will also collect twenty (20) water samples, five (5) in each cell, at random locations with each sample being a composite sample over the depth of the water. All samples will be transported to an environmental laboratory and tested for the parameters listed in the table below. A portion of each sample will be stored for up to four (4) months for additional testing, by others, should the City decide that any additional testing is warranted. The costs for transporting these samples, as well as the additional testing, are not included in this Task Order.

Post Office Box 1487 •Hattiesburg, MS 39403-1487 •601.545.1565 • Fax 601.545.2267

Parameters to be Tested

Semivolatiles

Acenaphthene
Acetophenone
Aniline
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(b)fluoranthene
Benzo(g,h,i)perylene
Benzo(k)fluoranthene
Benzyl alcohol
1,1'-Biphenyl
Di-n-butylphthalate
4-Chloro-3-methylphenol
2-Chlorophenol
Dibenzofuran
2,4-Dichlorophenol
2,6-Dichlorophenol
Diethylphthalate
2,4-Dimethylphenol
1,4-Dioxane
Diphenyl ether
bis(2-Ethylhexyl)phthalate
Fluoranthene
Hexachlorobenzene
Indeno(1,2,3-cd)pyrene
2-Methylnaphthalene
2-Methylphenol
3-Methylphenol and 4-methylphenol – combined total
Naphthalene
Phenanthrene
Phenol
Pyrene
2,3,4,6-Tetrachlorophenol
2,4,5-Trichlorophenol
2,4,6-Trichlorophenol
O,O,O-Triethylphosphorothioate

Pesticides/PCBs

Toxaphene

Wet Chemistry

Moisture

Field work related to the collection of sludge and water samples will be completed within thirty (30) calendar days of approval of this Task Order. A summary report of all findings will be prepared and submitted for the City's use within fourteen (14) calendar days of receipt of all laboratory results. Compensation for services related to this Task Order will be on an hourly basis with a not-to-exceed limit of $73,000, in accordance with the Agreement for Professional Services dated July 19, 2011.

Please indicate your acceptance of this Task Order by executing both original documents and returning one copy to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

NEEL-SCHAFFER, INC.

Jeff Pittman

Jeff Pittman, P.E.
Assistant Engineer Manager

ACCEPTED:

BY: Johnny L. DuPree

DATE: 11-17-15

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY of HATTIESBURG, MISSISSIPPI
AND
NEEL-SCHAFFER, INC.

This **AGREEMENT** made this 19 day of July, **2011**, by and between the **CITY OF HATTIESBURG, MISSISSIPPI**, after this called **"OWNER"**, and **NEEL-SCHAFFER, INC.**, having its principal place of business at 704 Hardy Street, Hattiesburg, Mississippi, 39401, and mailing address of Post Office Box 1487, Hattiesburg, Mississippi 39403-1487, after this called the **"CONSULTANT"**.

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **CONSULTANT** to provide professional services as requested. **Type 1** services will be performed as directed by the **OWNER** and will not exceed $10,000 per task. **Type 2** and **Type 3** services will be provided by **CONSULTANT** upon receipt of executed individual task orders from the **OWNER** which will contain specific scope of project, project requirements, and schedules for the work.

It is anticipated that the professional services performed by individual task orders will consist of the following three general types of work:

Type 1: **General Consultation** - Studies, reports, miscellaneous surveys, minor designs, cost estimates, public relations, etc.

Type 2: **Engineering** - Boundary and topographic surveys, design, preparation of contract documents, assistance with bidding, construction administration and consultation during project construction.

Type 3: **Planning and Landscape Architecture** - General planning and landscape architecture professional services as requested.

II. ADDITIONAL SERVICES

CONSULTANT will provide services in accordance with the Exhibit A, "General Provisions" which are attached to and made a part of this **AGREEMENT**. The **OWNER** will pay for **CONSULTANT** additional services specified in Section 2 of the General Provisions on the same basis as for Type 1, Type 2 and Type 3 services. For services of independent professional associates and consultants employed by **CONSULTANT**, **OWNER** will pay **CONSULTANT** the amount billed to **CONSULTANT** times a factor of 1.10. Performance of Additional Services and employment of independent professional associates and consultants by **CONSULTANT** will require prior written authorization from **OWNER**. **CONSULTANT** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

We propose to complete these services in accordance with the attached **EXHIBIT A – "General Terms and Conditions"**, at an hourly rate on the basis of direct labor cost times a factor of 2.9 plus reimbursable expenses.

Subconsultant expenses will be billed to **OWNER** at their actual cost to **CONSULTANT** times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **CONSULTANT**'s actual cost.

Both **OWNER** and **CONSULTANT** recognize that certain occasions may arise for which the methods of payment to **CONSULTANT** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

V. CHANGES TO AGREEMENT

This **AGREEMENT** and **EXHIBIT A – "General Terms and Conditions"**, represent the complete **AGREEMENT** between **OWNER** and **CONSULTANT** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Eddie R. Myers

ATTEST:

NEEL-SCHAFFER, INC.

Michael W. Essary

Michael W. Essary, P.E.
Engineer Manager, Neel-Schaffer, Inc.

TASK ORDER FORM
CITY OF HATTIESBURG, MISSISSIPPI

TASK ORDER NO.: ______________________ **DATE:** ______________

REQUESTED BY: ____

DESCRIPTION OF SERVICE: ____

____

ESTIMATED DELIVERY DATE: ______________________

OTHER COMMENTS: ____

____

ESTIMATED COST

PERSONNEL	HOURS	HOURLY RATE	TOTAL
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00
CLASSIFICATION	0	$0.00	$0.00

TOTAL DIRECT LABOR COST = $ -

LUMP SUM FEE = ______________

TOTAL FEE = $ -

OTHER RELATED COSTS

$ -

TOTAL OF OTHER RELATED COSTS $ -

TOTAL ESTIMATED COST $ -

SPECIAL CONDITIONS, SCHEDULES AND TERMS ATTACHED: ______________________

SUBMITTED BY: ______________________ ______________
Neel-Schaffer, Inc. DATE

AUTHORIZED BY: ______________________ ______________
City of Hattiesburg DATE

Note: Upon approval of this Task Order, the work will be performed as described. The City of Hattiesburg will be invoiced under the terms of the General Services Agreement, Type 2 or Type 3 Service.

NEEL-SCHAFFER
Solutions you can build upon

EXHIBIT A
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Consultant and Client.** Consultant shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Client.

2. **Responsibility of the Consultant.** Consultant will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Consultant shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Consultant be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other Consultant, architect or consultant not under contract to the Consultant to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

   Consultant shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Consultant, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Consultant in connection with any or all of the services furnished hereunder shall be the property of Consultant. Consultant shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Consultant pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Consultant, shall be at Client's sole risk, and Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Consultant and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Consultant's services are delayed by the Client, or for other reasons beyond the Consultant's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Consultant may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Consultant, require Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client,

however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Consultant will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Consultant for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Consultant either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Consultant shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Consultant.

    Client shall indemnify and hold harmless Consultant from Consultant's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extend caused by the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Consultant and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

    Client shall not be liable to the Consultant, and the Consultant shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Consultant or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Consultant's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Consultant shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $500,000/ $1,000,000; automotive liability with limits of at least $500,000/ $500,000; and professional liability insurance with an annual limit of at least $500,000. Client recognizes that insurance market is erratic and Consultant cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Consultant. In this case, the Client recognizes that the Consultant cannot assure the sufficiency of such information. Accordingly, the Consultant shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Consultant for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Consultant or Consultant's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Consultant properly inferred to exist between sampling points may differ significantly from those that actually exist.

    Consultant will locate utilities which will affect the project from information provided by the Client and utility companies and from Consultant's surveys. In that these utility locations are based, at least in part, on information from others, Consultant cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Consultant is

required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Consultant in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Consultant and agrees to indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Consultant's fee includes an allowance for funding a variety of risks which affect the Consultant by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Consultant's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Consultant's liability to the Client and all construction contractors arising from the Consultant's professional acts, errors or omissions, such that the total aggregate liability of the Consultant to all those named shall not exceed $50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Consultant provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Consultant for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Consultant for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Consultant will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Consultant shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Consultant's services is not contingent on any factor except Consultant's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Consultant brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Consultant must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Consultant shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Consultant shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Consultant.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

City of Hattiesburg, MS

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

Master

File Number: 2015-2266

File ID:	2015-2266	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Authorize Mayor to execute Section 3 Corrective Action Plan			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-338

Title:

Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Section 3 Corrective Action Plan, executed Section 3 Corrective Action Plan	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

TEL-No Vote: 1 Council Member Delgado

Text of Legislative File 2015-2266

Title

Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

Summary

Authorize Mayor to execute Section 3 Corrective Action Plan KCDBG-DRD Program for R-103-205-03-KED (USA Yeast) and R-110-205-02-GZ (James St. Water Well).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

KCDBG-DRD Program

SECTION 3 CORRECTIVE ACTION PLAN

Instructions

1. All Subrecipients who have received a final determination of non-complinace by MDA and/or have not met the applicable Section 3 minumum numerical goals for any program and/or projectmust complete this Section 3 Corrective Action Plan .
2. The Corrective Action Plan must represent the subrecipient's commitments to comply with Section 3 and include a description of efforts to accomplish this commitment.
3. Subrecipient must provide proof of its actions to implement this Section 3 Corrective Action Plan to the appropriate funding agency.
4. If Subrecipient has any reminiang active contracts on the KCDBG-DR program/project, then the subrecipient shall ensure all contractors implement this Corrective Action Plan immediatley and that this Corrective Action Plan is implemented on any future CDBG awards.

The Mississippi Development Authority (MDA) administers the Katrina Community Development Block Grant-Disaster Recovery (KCDBG-DR) Program which utilizes HUD funds for programs and projects covered by the Section 3 regulations (*See,* 24 CFR part 135). MDA requires compliance with all Section 3 regulations under its covered programs/projects. Accordingly, when a final determination is rendered by MDA that a Subrecipient is not in compliance with Section 3, the Subrecipient is required to enter into this Section 3 Corrective Action Plan.

Subrecipient Name: CITY OF HATTIESBURG, MISSISSIPPI

Program/Project Name: R-103-205-03-KED and R-110-205-02-GZ

Contact Person / Phone #: Lamar Rutland, Director of Engineering/601-545-4640

Subrecipient acknowledges that project(s) funded by the KCDBG funding have not met the Section 3 goals and that the efforts taken to meet those goals are not considered sufficient. As corrective action, Subrecipient will ensure immediate compliance with this Corrective Action Plan for any active KCDBG-DR program(s)/project(s) as directed by MDA and/or shall complete the following activities for any future CDBG funds awarded. In addition to the activities set forth below, Subrecipient may choose to complete any additional activities as included in Appendix A.

- Within 60 days of grant award, Subrecipient enacts new policies to ensure Section 3 compliance in the future, including enacting a specific Section 3 plan to achieve the Section 3 minimum numerical goals pertaining to CDBG projects and receives approval of its Section 3 plan from the funding agency.
- Within 60 days of grant award, Subrecipient shall designate a Section 3 coordinator.
- Within 180 days of grant award, Subrecipient will attend Section 3 training conducted by HUD, the State, or one of their partner organizations with expertise in the area of Section 3.
- Prior to the hiring of any full-time or part-time employees, the opportunity for which was created by the Section 3 covered funds, the Subrecipient shall develop and implement aggressive outreach and notification efforts to notify Section 3 residents of the available employment opportunity(ies). These efforts shall include, at a minimum, advertising in two(2) community newspapers. The advertisements and publications of the opportunities shall expressly include a statement publicizing the preference available to Section 3 residents.
- Subrecipient directly hires (either full-time or part-time) Section 3 residents, when possible, within its agencies or departments (such as for positions with local housing developments), if Subrecipient intends to hire staff related to the CDBG funded project.
- Prior to advertising for construction contractors, Subrecipient will conduct, host or otherwise participate in meetings, seminars, or local business fairs designed to train local businesses about Section 3 opportunities, and specifcally the preference available to the Section 3 businesses as well as the methods by which a business may certify as a Section 3 business.
- Subrecipient will provide economic opportunities to establish, stabilize or expand Section 3 business concerns, including micro-enterprises by including Section 3 preference information in advertisements for construction bids.

- If the total amount of Section 3 covered funds awarded to the recipient agency exceeds $200,000, then Subrecipient will require contractors with contracts in amounts over $100,000 to submit a complete Section 3 action plan to the Subrecipient for approval. Subrecipient must receive approval of all contractors' Section 3 plans from the funding agency.
- Subrecipient commits to the use of labor only contracts for building trades, where applicable.
- Subrecipient commits to the purchase of supplies and materials from housing authority resident-owned businesses for future contracts, where applicable.
- Subrecipient commits to provide incentives to non-section 3 contractors and/or subcontractors to provide economic opportunities to low- and very-low income persons and Section 3 business concerns by including Section 3 preference language in advertisements for construction bids. This language is found in Appendix A.
- Subrecipient shall ensure that the Section 3 clause as set forth in Appendix B (or the Section 3 clause as set forth in the regulations at the time of Subrecipient's future CDBG award(s)) is included verbatim in all contracts and subcontracts as applicable.

Subrecipient commits to the retention of all documents, reports and records demonstrating its compliance with these actions and the provisions herein.

Date

Signature of Subrecipient Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

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support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

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This Section ill provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than $25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section ill may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

-the section 3 covered contract to be awarded with sufficient specificity;

-the time within which quotations must be submitted; and

-the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than $100,000.............	10% of that bid or $9,000
When the lowest responsive bid is:	
At least $100,000, but less than $200,000....................	9% of that bid, or $16,000
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At least $400,000, but less than $500,000....................	6% of that bid, or $25,000
At least $500,000, but less than $1 million.................	5% of that bid, or $40,000
At least $1 million, but less than $2 million.................	4% of that bid, or $60,000
At least $2 million, but less than $4 million.................	3% of that bid, or $80,000
At least $4 million, but less than $7 million.................	2% of that bid, or $105,000
$7 million or more...	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) Procurement by sealed bids (Invitations tor Bids). Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For

contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

24 CFR § 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.
(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:
(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);
(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);
(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
(iv) Other section 3 residents.
(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:
(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and
(ii) Participants in HUD Youthbuild programs (category 2 residents).
(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;
(iv) Other section 3 residents.
(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.
(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.
(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

KCDBG-DRD Program

SECTION 3 CORRECTIVE ACTION PLAN

Instructions

1. All Subrecipients who have received a final determination of non-complinace by MDA and/or have not met the applicable Section 3 minumum numerical goals for any program and/or projectmust complete this Section 3 Corrective Action Plan .
2. The Corrective Action Plan must represent the subrecipient's commitments to comply with Section 3 and include a description of efforts to accomplish this commitment.
3. Subrecipient must provide proof of its actions to implement this Section 3 Corrective Action Plan to the appropriate funding agency.
4. If Subrecipient has any reminiang active contracts on the KCDBG-DR program/project, then the subrecipient shall ensure all contractors implement this Corrective Action Plan immediatley and that this Corrective Action Plan is implemented on any future CDBG awards.

The Mississippi Development Authority (MDA) administers the Katrina Community Development Block Grant-Disaster Recovery (KCDBG-DR) Program which utilizes HUD funds for programs and projects covered by the Section 3 regulations (*See,* 24 CFR part 135). MDA requires compliance with all Section 3 regulations under its covered programs/projects. Accordingly, when a final determination is rendered by MDA that a Subrecipient is not in compliance with Section 3, the Subrecipient is required to enter into this Section 3 Corrective Action Plan.

Subrecipient Name: CITY OF HATTIESBURG, MISSISSIPPI

Program/Project Name: R-103-205-03-KED and R-110-205-02-GZ

Contact Person / Phone #: Lamar Rutland, Director of Engineering/601-545-4640

Subrecipient acknowledges that project(s) funded by the KCDBG funding have not met the Section 3 goals and that the efforts taken to meet those goals are not considered sufficient. As corrective action, Subrecipient will ensure immediate compliance with this Corrective Action Plan for any active KCDBG-DR program(s)/project(s) as directed by MDA and/or shall complete the following activities for any future CDBG funds awarded. In addition to the activities set forth below, Subrecipient may choose to complete any additional activities as included in Appendix A.

- Within 60 days of grant award, Subrecipient enacts new policies to ensure Section 3 compliance in the future, including enacting a specific Section 3 plan to achieve the Section 3 minimum numerical goals pertaining to CDBG projects and receives approval of its Section 3 plan from the funding agency.
- Within 60 days of grant award, Subrecipient shall designate a Section 3 coordinator.
- Within 180 days of grant award, Subrecipient will attend Section 3 training conducted by HUD, the State, or one of their partner organizations with expertise in the area of Section 3.
- Prior to the hiring of any full-time or part-time employees, the opportunity for which was created by the Section 3 covered funds, the Subrecipient shall develop and implement aggressive outreach and notification efforts to notify Section 3 residents of the available employment opportunity(ies). These efforts shall include, at a minimum, advertising in two(2) community newspapers. The advertisements and publications of the opportunities shall expressly include a statement publicizing the preference available to Section 3 residents.
- Subrecipient directly hires (either full-time or part-time) Section 3 residents, when possible, within its agencies or departments (such as for positions with local housing developments), if Subrecipient intends to hire staff related to the CDBG funded project.
- Prior to advertising for construction contractors, Subrecipient will conduct, host or otherwise participate in meetings, seminars, or local business fairs designed to train local businesses about Section 3 opportunities, and specifcally the preference available to the Section 3 businesses as well as the methods by which a business may certify as a Section 3 business.
- Subrecipient will provide economic opportunities to establish, stabilize or expand Section 3 business concerns, including micro-enterprises by including Section 3 preference information in advertisements for construction bids.

- If the total amount of Section 3 covered funds awarded to the recipient agency exceeds $200,000, then Subrecipient will require contractors with contracts in amounts over $100,000 to submit a complete Section 3 action plan to the Subrecipient for approval. Subrecipient must receive approval of all contractors' Section 3 plans from the funding agency.
- Subrecipient commits to the use of labor only contracts for building trades, where applicable.
- Subrecipient commits to the purchase of supplies and materials from housing authority resident-owned businesses for future contracts, where applicable.
- Subrecipient commits to provide incentives to non-section 3 contractors and/or subcontractors to provide economic opportunities to low- and very-low income persons and Section 3 business concerns by including Section 3 preference language in advertisements for construction bids. This language is found in Appendix A.
- Subrecipient shall ensure that the Section 3 clause as set forth in Appendix B (or the Section 3 clause as set forth in the regulations at the time of Subrecipient's future CDBG award(s)) is included verbatim in all contracts and subcontracts as applicable.

Subrecipient commits to the retention of all documents, reports and records demonstrating its compliance with these actions and the provisions herein.

11-17-15
Date

Signature of Subrecipient Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

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(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

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-the section 3 covered contract to be awarded with sufficient specificity;

-the time within which quotations must be submitted; and

-the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than $100,000.............	10% of that bid or $9,000
When the lowest responsive bid is:	
At least $100,000, but less than $200,000....................	9% of that bid, or $16,000
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At least $400,000, but less than $500,000....................	6% of that bid, or $25,000
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At least $1 million, but less than $2 million.................	4% of that bid, or $60,000
At least $2 million, but less than $4 million.................	3% of that bid, or $80,000
At least $4 million, but less than $7 million.................	2% of that bid, or $105,000
$7 million or more...	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) Procurement by sealed bids (Invitations tor Bids). Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For

contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

24 CFR § 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

APPENDIX B

24 CFR § 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Hattiesburg, MS

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

Master

File Number: 2015-2273

File ID:	2015-2273	**Type:**	Regular Agenda Item	**Status:**	Tabled
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Approve Change Order No. 3 for the Eaton School Stabilization Phase and authorize Mayor to execute.			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-338

Title:

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by $3,852.37, resulting in contract amount of $66,119.63; Authorize Mayor to execute same in duplicate.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Change Order 3	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE to Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by $3,852.37, resulting in contract amount of $66,119.63; Authorize Mayor to execute same in duplicate.

Council Carroll stated that [the Council] is in contact with the State Auditor for guidance, and the State Auditor had advised that the Council table this item until it obtains additional information. Subsequent discussion related to why there was a change order to a change order; Mr. Rutland explained that the contractor offered to reduce the amount without a reason and the City did not want to object.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

TEL-No Vote:	1	Council Member Delgado

Text of Legislative File 2015-2273

Title

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by $3,852.37, resulting in contract amount of $66,119.63; Authorize Mayor to execute same in duplicate.

Summary

Approve Change Order No. 3 for the Eaton School Stabilization Phase decreasing the contract amount by $3,852.37, resulting in contract amount of $66,119.63; Authorize Mayor to execute same in duplicate.

Budget Information

1207.7150.38

Expenditure Type

Purchasing Item

Publication Information

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Eaton School Historic Building Phase 1 – Temporary Building Stabilization

CHANGE ORDER NUMBER: 3

DATE: 11.6.2015

TO CONTRACTOR: (name, address)

Finlo Construction Co.
P. O. Box 86
Hattiesburg, Ms. 39403

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 6.22.2015

CONTRACT FOR: All Construction Work for Temporary Stabilization

The Contract is changed as follows:

Decrease by $ 3,852.37 resulting from cost savings during construction.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was . . . . $ 40,978.00
Net change by previously authorized Change Orders . . . . $ 28,994.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was . . . . $ 69,972.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order in the amount of . . . . $(-) 3,852.37
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be . . . $ 66,119.63

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

McCleskey Associates, Archt.	Finlo Construction Co., Inc.	City of Hattiesburg
ARCHITECT	CONTRACTOR	OWNER
P. O. Box 449	P. O. Box 86	P. O. 1898
Address	Address	Address
Hattiesburg, Ms 39403	Hattiesburg, Ms 39403	Hattiesburg, Ms 39403
BY Donald O McCleskey	BY [signature]	BY
DATE 11.6.2015	DATE 11-9-15	DATE

Master

File Number: 2015-2250

File ID: 2015-2250 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/05/2015

Brief Title: Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase; Authorize Mayor to enter into a software maintenance agre

Final Action: 11/17/2015

Minute Book Number: MB2015-338-339

Title:

Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

Notes:

Sponsors: **Enactment Date:**

Attachments: 11-17-Energov Sole Source, executed
11-17-Energov Sole Source

Enactment Number:

Contact: **Meeting Date:** 11/17/2015

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-2250

Title

Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached letter; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

Summary

Approve and declare the purchase of Six (6) iG Workforce Mobile user licenses for Energov Software for the Hattiesburg Code Enforcement Department from Tyler Technologies as a sole source purchase; Authorize Mayor to enter into a software maintenance agreement with Tyler Technologies for the above referenced licenses.

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	**Council - Ward 2**	**Council - Ward 3**	**Council - Ward 4**	**Council - Ward 5**
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and Council

FROM: Angie Sanford, Information Technology Manager

DATE: November 4, 2015

SUBJECT: iG Workforce Mobile Sole Source Purchase

Based on information contained in the attached letter and quote from Tyler Technologies, I am requesting the council approve the purchase of six (6) iG Workforce Mobile user licenses for the Code Enforcement division. The Code Enforcement division already uses Energov software, and the iG Workforce application would enable the officers to do their job from the field. This is the only application that will work with the existing Energov software, and is only available from Tyler Technologies.

Please do not hesitate to contact my office with any questions.

AS

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

November 4, 2015

City of Hattiesburg, Mississippi
Attn: Sherry Gipson
PO Box 1898
Hattiesburg, MS 39403-1898

RE: iG Workforce Upgrade

Dear Sherry,

The intent of this letter is to provide verification to the City of Hattiesburg of the following facts:

1. iG Workforce is a product developed and sold by Tyler.
2. Tyler is the only provider of the iG Workforce software. It cannot be purchased from any other source.

We have put a tremendous amount of effort into our iG Workforce product. We sincerely hope that you will find that it simplifies many aspects of your staff's responsibilities.

Tyler appreciates the trust that the City of Hattiesburg has placed in our company and will continue to work to earn your business. If there is anything else we can do, please do not hesitate to call.

Sincerely,

Abigail Diaz
Associate General Counsel

energov
a tyler planning, permitting & licensing solution

Quote

EXPIRATION 12/30/2015

PLEASE EMAIL SIGNED ORDER TO:
GARTH.MAGNESS@TYLERTECH.COM
ATTN: GARTH MAGNESS

Tyler Technologies, Inc.

2160 Satellite Boulevard Suite 300
Duluth, Georgia 30097
Phone 888.355.1093 Fax 678.474.1002

TO City of Hattiesburg, MS
Sherry Gipson
City of Hattiesburg
Systems Analyst
601-545-4656

[For internal use only]

Proposed Software

Description	Qty Licenses	Cost / Rate	Total Cost	Annual Maintenance	Notes/Comments
iG Workforce Mobile (includes iG Inspect / Enforce)	6	$999 / user	$5,994	$1,199	
Total Cost			$5,994	$1,199/ year	

Applicable Terms

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. All services and travel expenses are billed as incurred. Invoice terms are Net 30.

Authorized Signature: ______________________
Printed Name: ______________________
Title: ______________________
PO #: ______________________
Date: ______________________

energov
a tyler planning, permitting & licensing solution

Quote

EXPIRATION 12/30/2015

PLEASE EMAIL SIGNED ORDER TO:
GARTH.MAGNESS@TYLERTECH.COM
ATTN: GARTH MAGNESS

Tyler Technologies, Inc.

2160 Satellite Boulevard Suite 300
Duluth, Georgia 30097
Phone 888.355.1093 Fax 678.474.1002

TO City of Hattiesburg, MS
Sherry Gipson
City of Hattiesburg
Systems Analyst
601-545-4656

[For internal use only]

Proposed Software

Description	Qty Licenses	Cost / Rate	Total Cost	Annual Maintenance	Notes/Comments
iG Workforce Mobile (includes iG Inspect / Enforce)	6	$999 / user	$5,994	$1,199	
Total Cost			$5,994	$1,199/ year	

Applicable Terms

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. All services and travel expenses are billed as incurred. Invoice terms are Net 30.

Authorized Signature: Johnny L. DuPree
Printed Name: Johnny L. DuPree
Title: Mayor
PO #:
Date: 11-17-15

City of Hattiesburg, MS

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

Master

File Number: 2015-2280

File ID:	2015-2280	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/12/2015
Brief Title:	Maintenance agreement for city generators.			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-339

Title:

Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Generator Agreement, Generator Agreement - Revised, executed Generator Agreement	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Council President Bradley had a question, and his question was if this item was bid? The answer was no. Since there are four parts to this agreement, Council President Bradley wanted to know if the Council can just approve the first part of the agreement for the December inspection.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	1	Council Member Delgado

Text of Legislative File 2015-2280

Title

Approve and authorize execution of professional services agreement between the City of Hattiesburg and Chain Electric Company for maintenance on generators at City owned facilities, per terms outlined in the agreement.

Summary

Maintenance of Generators

Budget Information

Expenditure Type

Purchasing Item

Publication Information

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

November 2, 2015

Kermas Eaton
City of Hattiesburg

Re: Maintenance Contract Proposal for City Generators

Please accept this proposal for consideration that Chain Electric Company continue the maintenance of the City's generators with the terms as follows:

1) Chain Electric is the first responder in all instances and will handle electrical issues at hourly rates per separately attached rate sheet.
2) Chain Electric will incorporate and manage the use of certified generator technicians from Patco Electric for maintenance of generators, who have been responsible for servicing the generators in the past and who currently have all the records on the generators.
3) Included in the annual maintenance pricing, Chain Electric will use one man and one truck to assist Patco with maintenance issues as needed.
4) There will be a separate field maintenance/inspection report turned in for each generator.
5) This service option listed is for Annual services only, performed prior to hurricane season each year.
6) Pricing includes manufacturers recommended minimum service requirements (every 200 run hours or once yearly) and/or scope of work as listed on City's specified maintenance checklist for 56 total generator units.
7) Some of the most common repairs not included in the service contract that would require additional charges are battery replacements, battery charger replacements, radiator service-coolant/antifreeze replacement, leaking hoses, worn/broken belts, burned out engine blocks, block/coolant heaters, and rusted exhaust piping.
8) Also recommended is a full load bank test and radiator flush/fill every four years, which is not included in this proposal.
9) Pricing is based on all of the services being performed on a routine scheduled basis during normal working hours (Monday-Thursday, 7:00am-5:00pm).
10) Chain Electric will manage all call outs for necessary/emergency maintenance work and if assistance from Patco Electric is required, Chain Electric will be allowed a 10% markup on all Patco invoices.
11) Any materials supplied by Chain Electric will be allowed a 15% markup.
12) Please note that the charges listed are for the required maintenance items only. All additional services and repairs that are required or recommended will be submitted to and approved by the City of Hattiesburg prior to work being done.

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

COST FOR YEARLY CONTRACTS 2016-2018

December 2015 Semi-Annual Services	$ 19,043.00
June 2016 Annual Services	$ 58,614.00
June 2017 Annual Services	$ 60,667.00
June 2018 Annual Services	$ 62,791.00

All pricing includes 3.5% Contractors Tax

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,

Harvey Simmons
Manager, Commercial and Industrial Division

Accepted By:____________________________ Date:____________________
City of Hattiesburg

SINCE 1955

CHAIN ELECTRIC COMPANY

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

LABOR AND EQUIPMENT RATES FOR ADDITIONAL NECESSARY/EMERGENCY REPAIRS AND SERVICES

CHAIN ELECTRIC COMPANY

Electrical Foreman	$ 50.00/hr
Electrician	$ 44.00/hr
Apprentice/Helper	$ 37.00/hr
Crew Truck	$ 16.00/hr
Line Truck	$ 30.50/hr
Bucket Truck	$ 30.50/hr
Mini Excavator	$ 18.00/hr
Equipment Trailer	$ 2.50/hr

PATCO ELECTRICAL CONTRACTORS

Master Generator Tech	$ 98.00/hr
Certified Generator Tech	$ 92.00/hr
Engine Mechanic	$ 75.00/hr
Electrician	$ 75.00/hr
Helper/Apprentice	$ 55.00/hr
Service Truck	$ 15.00/hr

*Above labor rates are regular time rates.
*Overtime labor rates at 1 ½ X regular rates will be charged for weekends, after normal working hours, and over 40 hours; and 2 ½ X regular rates will be charged for Holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day).
*Normal working hours are Monday-Thursday, 7:00am-5:00pm.
*All labor and equipment rates include 3.5% Contractors Tax.

SINCE 1955
CHAIN ELECTRIC
COMPANY

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

November 23, 2015

Kermas Eaton
City of Hattiesburg

Re: Maintenance Contract Proposal for City Generators

Please accept this proposal for consideration that Chain Electric Company continue the maintenance of the City's generators with the terms as follows:

1) Chain Electric is the first responder in all instances and will handle electrical issues at hourly rates per separately attached rate sheet.
2) Chain Electric will incorporate and manage the use of certified generator technicians from Patco Electric for maintenance of generators, who have been responsible for servicing the generators in the past and who currently have all the records on the generators.
3) Included in the Semi-Annual maintenance pricing, Chain Electric will use one man and one truck to assist Patco with maintenance issues as needed.
4) There will be a separate field maintenance/inspection report turned in for each generator.
5) This service option listed is for Semi-Annual service only.
6) Pricing includes manufacturers recommended minimum service requirements and/or scope of work as listed on City's specified maintenance checklist for 56 total generator units.
7) Some of the most common repairs not included in the service contract that would require additional charges are battery replacements, battery charger replacements, radiator service-coolant/antifreeze replacement, leaking hoses, worn/broken belts, burned out engine blocks, block/coolant heaters, and rusted exhaust piping.
8) Also recommended is a full load bank test and radiator flush/fill every four years, which is not included in this proposal.
9) Pricing is based on all of the services being performed on a routine scheduled basis during normal working hours (Monday-Thursday, 7:00am-5:00pm).
10) Chain Electric will manage all call outs for necessary/emergency maintenance work and if assistance from Patco Electric is required, Chain Electric will be allowed a 10% markup on all Patco invoices.
11) Any materials supplied by Chain Electric will be allowed a 15% markup.
12) Please note that the charges listed are for the required maintenance items only. All additional services and repairs that are required or recommended will be submitted to and approved by the City of Hattiesburg prior to work being done.

SINCE 1955 CHAIN ELECTRIC COMPANY

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

COST FOR SEMI-ANNUAL SERVICE
December 2015 Semi-Annual Services $ 19,043.00

Price includes 3.5% Contractors Tax

NOTE: Semi-Annual Service does not include fluid or filter replacement.

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,

Harvey Simmons
Manager, Commercial and Industrial Division

Accepted By:______________________ Date:______________
City of Hattiesburg

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

LABOR AND EQUIPMENT RATES FOR ADDITIONAL NECESSARY/EMERGENCY REPAIRS AND SERVICES

CHAIN ELECTRIC COMPANY

Electrical Foreman	$ 50.00/hr
Electrician	$ 44.00/hr
Apprentice/Helper	$ 37.00/hr
Crew Truck	$ 16.00/hr
Line Truck	$ 30.50/hr
Bucket Truck	$ 30.50/hr
Mini Excavator	$ 18.00/hr
Equipment Trailer	$ 2.50/hr

PATCO ELECTRICAL CONTRACTORS

Master Generator Tech	$ 98.00/hr
Certified Generator Tech	$ 92.00/hr
Engine Mechanic	$ 75.00/hr
Electrician	$ 75.00/hr
Helper/Apprentice	$ 55.00/hr
Service Truck	$ 15.00/hr

*Above labor rates are regular time rates.
*Overtime labor rates at 1 ½ X regular rates will be charged for weekends, after normal working hours, and over 40 hours; and 2 ½ X regular rates will be charged for Holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day).
*Normal working hours are Monday-Thursday, 7:00am-5:00pm.
*All labor and equipment rates include 3.5% Contractors Tax.

SINCE 1955
CHAIN ELECTRIC
COMPANY

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

November 23, 2015

Kermas Eaton
City of Hattiesburg

Re: Maintenance Contract Proposal for City Generators

Please accept this proposal for consideration that Chain Electric Company continue the maintenance of the City's generators with the terms as follows:

1) Chain Electric is the first responder in all instances and will handle electrical issues at hourly rates per separately attached rate sheet.
2) Chain Electric will incorporate and manage the use of certified generator technicians from Patco Electric for maintenance of generators, who have been responsible for servicing the generators in the past and who currently have all the records on the generators.
3) Included in the Semi-Annual maintenance pricing, Chain Electric will use one man and one truck to assist Patco with maintenance issues as needed.
4) There will be a separate field maintenance/inspection report turned in for each generator.
5) This service option listed is for Semi-Annual service only.
6) Pricing includes manufacturers recommended minimum service requirements and/or scope of work as listed on City's specified maintenance checklist for 56 total generator units.
7) Some of the most common repairs not included in the service contract that would require additional charges are battery replacements, battery charger replacements, radiator service-coolant/antifreeze replacement, leaking hoses, worn/broken belts, burned out engine blocks, block/coolant heaters, and rusted exhaust piping.
8) Also recommended is a full load bank test and radiator flush/fill every four years, which is not included in this proposal.
9) Pricing is based on all of the services being performed on a routine scheduled basis during normal working hours (Monday-Thursday, 7:00am-5:00pm).
10) Chain Electric will manage all call outs for necessary/emergency maintenance work and if assistance from Patco Electric is required, Chain Electric will be allowed a 10% markup on all Patco invoices.
11) Any materials supplied by Chain Electric will be allowed a 15% markup.
12) Please note that the charges listed are for the required maintenance items only. All additional services and repairs that are required or recommended will be submitted to and approved by the City of Hattiesburg prior to work being done.

SINCE 1955
CHAIN ELECTRIC
COMPANY

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

LABOR AND EQUIPMENT RATES FOR ADDITIONAL NECESSARY/EMERGENCY REPAIRS AND SERVICES

CHAIN ELECTRIC COMPANY

Electrical Foreman	$ 50.00/hr
Electrician	$ 44.00/hr
Apprentice/Helper	$ 37.00/hr
Crew Truck	$ 16.00/hr
Line Truck	$ 30.50/hr
Bucket Truck	$ 30.50/hr
Mini Excavator	$ 18.00/hr
Equipment Trailer	$ 2.50/hr

PATCO ELECTRICAL CONTRACTORS

Master Generator Tech	$ 98.00/hr
Certified Generator Tech	$ 92.00/hr
Engine Mechanic	$ 75.00/hr
Electrician	$ 75.00/hr
Helper/Apprentice	$ 55.00/hr
Service Truck	$ 15.00/hr

*Above labor rates are regular time rates.
*Overtime labor rates at 1 ½ X regular rates will be charged for weekends, after normal working hours, and over 40 hours; and 2 ½ X regular rates will be charged for Holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day).
*Normal working hours are Monday-Thursday, 7:00am-5:00pm.
*All labor and equipment rates include 3.5% Contractors Tax.

1308 W. Pine Street
P. O. Box 2058
Hattiesburg, MS 39403-2058
Telephone (601) 545-3800
FAX (601) 584-8320
e-mail: bchain@bchain.com

COST FOR SEMI-ANNUAL SERVICE
December 2015 Semi-Annual Services $ 19,043.00

Price includes 3.5% Contractors Tax

NOTE: Semi-Annual Service does not include fluid or filter replacement.

If you have any questions or concerns, please call me at 601-545-3800 or 601-596-5152.

Thank you,

Harvey Simmons
Manager, Commercial and Industrial Division

Accepted By: ______________________ Date: 11/23/15
City of Hattiesburg

City of Hattiesburg, MS

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

Master

File Number: 2015-2269

File ID: 2015-2269 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/10/2015

Brief Title: Cancellation of Deed of Trust - DPA **Final Action:** 11/17/2015

Minute Book Number: MB2015-339

Title:

Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

Notes:

Sponsors: **Enactment Date:**

Attachments: Cancellation of Deed of Trust Brittany Hinton 11.09.15, executed Cancellation of Deed of Trust Brittany Hinton 11.09.15 **Enactment Number:**

Contact: **Meeting Date:** 11/17/2015

Drafter: Kevin Jordan **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

TEL-No Vote: 1 Council Member Delgado

Text of Legislative File 2015-2269

Title

Approve and authorize Mayor to execute the Cancellation of Deed of Trust on 315 Vernon Dahmer Drive - Brittany Hinton. {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CANCELLATION OF DEED OF TRUST

Prepared by:
Sharon Mark
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Return to:
Sharon Mark
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Grantor/Mortgagor: Brittany Hinton
315 Vernon Dahmer Drive
Hattiesburg, Mississippi 39401
(601) 447-2884

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Abbreviated Legal Description: LOT 90 PINEVIEW HEIGHTS FIRST ADDITION

STATE OF MISSISSIPPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF HATTIESBURG,**

the beneficiary in that certain lien of deed of trust executed by **Brittany Hinton** as follows:

FILED:	February 3, 2006
BOOK:	1476
PAGE:	0733-0735
GRANTOR:	Brittany Hinton
TRUSTEE:	Charles E. Lawrence, Jr.
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$5,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:
Lot 90 in the Pineview Heights First Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 17th day of November, 2015.

CITY OF HATTIESBURG

BY: ___________________________
JOHNNY L. DUPREE, MAYOR

ATTEST:

____
KERMAS EATON

STATE OF MISSISSIPPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 17th day of November, 2015, the within named **JOHNNY L. DUPREE**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

____

CANCELLATION OF DEED OF TRUST

Prepared by:
Sharon Mark
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Return to:
Sharon Mark
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Grantor/Mortgagor: Brittany Hinton
315 Vernon Dahmer Drive
Hattiesburg, Mississippi 39401
(601) 447-2884

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 545-4597

Abbreviated Legal Description: LOT 90 PINEVIEW HEIGHTS FIRST ADDITION

STATE OF MISSISSIPPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF HATTIESBURG,**

the beneficiary in that certain lien of deed of trust executed by **Brittany Hinton** as follows:

FILED:	February 3, 2006
BOOK:	1476
PAGE:	0733-0735
GRANTOR:	Brittany Hinton
TRUSTEE:	Charles E. Lawrence, Jr.
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$5,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:
Lot 90 in the Pineview Heights First Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 17th day of November, 2015.

CITY OF HATTIESBURG

BY: Johnny L. DuPree

JOHNNY L. DUPREE, MAYOR

ATTEST:

____
KERMAS EATON

STATE OF MISSISSIPPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 17th day of November, 2015, the within named **JOHNNY L. DUPREE**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
11/05/2018
NOTARY PUBLIC
FORREST COUNTY

____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

____

City of Hattiesburg, MS

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

Master

File Number: 2015-2275

File ID:	2015-2275	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Wage change request			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-339-340

Title:

Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Council Wage Requests 111715, Somner Document	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve changes to wages and salareis proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-2275

Title

Approve or Deny changes to wages and salaries proposed in accordance with ordinance

3154 Section III-H, in the attached documents.

Summary

Changes to Wages/ Salaries.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

COUNCIL WAGE CHANGE REQ

Request No.	First Name	Last Name	Current Department	Current Position
1	Shaun	Sumner	Customer Accts	Crew Worker

UESTS **11/17/2015**

Current Annual ROP	New Department	New Position	New Annual ROP	Budgeted	Budget Amendment
$20,800.00	Traffic Maint	FMR	$22,880.00	Yes	No

CITY OF HATTIESBURG
COUNCIL WAGE CHANGE REQUEST FORM

Request Number	1
Date of Request	11/17/2015
Employee Name	MICHAEL SUMNER

CURRENT

Department	CUSTOMER ACCOUNTS
Position Title	CREW WORKER
Position Number	249-102
Annual Rate of Pay	$20,800.00

CHANGE

Department	TRAFFIC MAINTENANCE
Position Title	FACILITY MAINTENANCE REPAIRER (FMR)
Position Number	268-62
Annual Rate of Pay	$22,880.00
This Position became Vacant on:	9/30/2015
Reason for Requested Change	REQUESTED TO TRANSFER TO ANOTHER POSITION - PROMOTION

BUDGET

Request Currently Budgeted?	**YES**
Is a Budget Amendment Required?	**NO**

City of Hattiesburg, MS

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

Master

File Number: 2015-2283

File ID:	2015-2283	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/13/2015
Brief Title:	Designate Sacred Heart School's Neon Knights 5K Run to Remember December 5, 2015, as a city-approved event for the purposes described in Ordinance Number 3148.			**Final Action:**	
				Minute Book Number:	MB2015-340

Title:

Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	SHS Letter, Neon Knights 5K	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
Drafter:	Debbie Bernardo	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015	Designate				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

Text of Legislative File 2015-2283

Title
Designate Sacred Heart School's Neon Knights 5K Run to Remember, to be held Saturday, December 5, 2015, at Town Square Park, as a city-approved event for the purposes described in Ordinance Number 3148.

Summary
Designate Sacred Heart School's Neon Knights 5K Run to Remember December 5, 2015, as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

November 11, 2013

Mr. Kim Bradley, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Mr. Bradley and Council:

On behalf of Sacred Heart School and PTO, I am asking that the Council designate the Sacred Heart School Neon Knights 5K event, to be help on December 5th at Town Square Park, a city- approved event for the purpose described in Ordinance number 3148.

As part of the 5K event, the school would like to be able to sell beer and food on public property in the Park.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,
Aaron Brackett
President, Sacred Heart School PTO

cell: 228-265-4395
email: brackett.aaron@gmail.com

City of Hattiesburg, MS

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

Master

File Number: 2015-2246

File ID: 2015-2246 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 10/29/2015

Brief Title: Engagemet for Legal Representation. **Final Action:**

Minute Book Number: MB2015-341

Title:

Acknowledge receipt of engagement letter form Wise Carter Child & Caraway,P.A. to provide legal services as required by the City of Hattiesburg, for the purpose of reviewing the contract with vidmic and offering analysis specifically as to the viability of pursuing claims against Vidmic, Inc. or its apparent successor, Safety Innovations.

Notes:

Sponsors: **Enactment Date:**

Attachments: Engagement Letter-Wise Carter **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/13/2015					

Text of Legislative File 2015-2246

Title

Acknowledge receipt of engagement letter form Wise Carter Child & Caraway,P.A. to provide legal services as required by the City of Hattiesburg, for the purpose of reviewing the contract with vidmic and offering analysis specifically as to the viability of pursuing claims against Vidmic, Inc. or its apparent successor, Safety Innovations.

Summary

Engagement for legal representation.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

JOE D. STEVENS
HATTIESBURG OFFICE

JDS@WISECARTER.COM
DIRECT LINE: (601)582-5551
FACSIMILE: (601)582-5556

October 23, 2015

The City of Hattiesburg, Mississippi
P.O. Box 1898
Hattiesburg, MS 39403-1898
Attn: Annie L. Amos, City Attorney

RE: Engagement for Legal Representation

Dear Ms. Amos:

I want to take this opportunity to personally thank you for selecting our firm to assist in the representation of The City of Hattiesburg, Mississippi (hereafter "City," "client" or "you") in connection with the review and analysis of the contact between the City and Vidmic, Inc. This letter will serve to confirm the basic terms on which our firm has agreed to undertake this representation.

It is our understanding that we are being engaged as counsel for the purpose of reviewing the contract referenced above and related documentation supplied by you and offering our analysis of same, specifically as to the viability of pursuing any claims against Vidmic, Inc., or its apparent successor, Safety Innovations. While we will endeavor to represent the City in this matter to the best of our ability, we make no representation or guarantee that our analysis will result in a certain outcome should this matter be contested in a court of law. At this time, we do not commit to represent the client in civil litigation. However, should our analysis suggest litigation as a viable remedy for the client to pursue, we are open to discussing our representation at that time. As compensation for our services, this firm will charge hourly rates for services rendered. My hourly rate for this matter will be $250.00 per hour. I may also give partial responsibility for this file to another attorney in our office, Damon Carpenter, whose time will be billed at a rate of $210.00 per hour. We may also utilize other attorneys in our firm, if deemed necessary, but their hourly rates will not exceed $250.00 per hour unless we give you advance notice of same.

We will bill the City on a monthly basis. You will be supplied with an itemized statement reflecting the amount of time and services rendered on your behalf. Our statements will also reflect charges for long distance telephone, facsimile, express delivery, postage, photocopies, filing fees and similar other costs incurred on your behalf. Our statements are payable in full upon receipt. We are aware of and acknowledge the City's Claims Docket schedule and agree to abide by those terms.

This firm represents many different clients with diverse interests. Many of these clients compete with one another and do business with one another. We are not currently aware of any existing clients of the firm whom we represent with respect to interests that are currently adverse to the City. We hereby request, however, that the City consent to the firm's representation of other clients whose interests may be adverse or competitive to you and request assurances that the City will not attempt to disqualify us from representing such other clients, as long as the subject matter of our representation of the other clients is not substantially related to the scope of services described in this letter and so long as we do not disclose or otherwise use any confidences we learn from you to the City's disadvantage.

We recognize that this engagement may be terminated at any time by the client upon giving us reasonable notice. The firm, likewise, has the right to withdraw from our representation if, among other things, you do not pay our statements promptly or if you misrepresent or fail to disclose material facts to us, or fail to cooperate, or if anything else occurs which, in our reasonable discretion, impairs our attorney/client relationship or would render our continued representation unlawful or unethical. If we cease to represent the City, you agree to and will cooperate and take all reasonable steps necessary to free this firm of any further obligation to perform hereunder. We will take all reasonable steps necessary to transfer representation in this matter to counsel of your choosing.

In order to confirm our engagement as described herein, please have Mayor Dupree sign and date the enclosed copy of this letter on behalf of the City and return same to us. If you have any questions concerning the above, please do not hesitate to contact me. We look forward to working with you.

With kindest regards, I remain

Sincerely,

WISE CARTER CHILD & CARAWAY

Joe D. Stevens
For the Firm

THE CITY OF HATTIESBURG, MISSISSIPPI

By: ______________________
Johnny L. DuPree, Ph.D, Mayor

Date: 10/26/15

City of Hattiesburg, MS

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

Master

File Number: 2015-2241

File ID:	2015-2241	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/28/2015
Brief Title:	Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and GovConnection, Inc for Unitrends Annual Support.			**Final Action:**	
				Minute Book Number:	MB2015-341

Title: Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and GovConnection, Inc for Unitrends Annual Support.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	11-03-Unitrends Support	**Enactment Number:**	
Contact:		**Meeting Date:**	11/03/2015
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015					

Text of Legislative File 2015-2241

Title
Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and GovConnection, Inc for Unitrends Annual Support.

Summary
Annual Support for Unitrends Backup System

Budget Information
001091.6365 $4,127.67

Expenditure Type
Regular Budget Item

GovConnection™ | we solve IT™
A PC CONNECTION COMPANY

SALES QUOTE

23965435.01-W1

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: David Conway
Phone: (800) 800-0019 ext. 75604
Fax: (603) 683-0465
Email: dconway@govconnection.com

Date: 10/20/2015
Valid Through: 11/19/2015
Account #: 1688697

Account Manager:
Phone:
Fax:
Email:

Customer Contact: robert friend
Email: rfriend@hattiesburgms.com
Phone: (601) 545-4565
Fax: (601) 545-4566

QUOTE PROVIDED TO:	SHIP TO:
AB#: 1688697	AB#: 14164593
CITY OF HATTIESBURG	**CITY OF HATTIESBURG**
ACCOUNTING DEPT	ROBERT FRIEND
PO BOX 1898	200 FORREST ST
HATTIESBURG, MS 39403	HATTIESBURG, MS 39401
(601) 545-4512	(601) 545-4565

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	3760

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our State of Mississippi EPL Contract #3760. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	1		r-rc822-3	Unitrends Recovery-822 Or its Legacy Models 3 year support for the 822		$ 10,421.06	$ 10,421.06
	2	1	17557041	R-RC822	Support for RC822 1 year Unitrends - Services	Unitrends - Services	$ 4,127.67	$ 4,127.67

Subtotal	**$ 14,548.73**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 14,548.73**

***Lease for as low as:**	$454.94/Mo.

See Robert

City of Hattiesburg, MS

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

Master

File Number: 2015-2238

File ID:	2015-2238	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	10/27/2015
Brief Title:	Renewal of Contract			**Final Action:**	
				Minute Book Number:	MB2015-341

Title:

Authorize Mayor to execute a contract with RJ Young for a copier/printer located in the Detective Division and the Crime Scene Unit in the amount of $492.00 per month; for a period beginning October 2015 and ending October 2018.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RJ YOUNG, executed RJ YOUNG	**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	11/17/2015					

Text of Legislative File 2015-2238

Title

Authorize Mayor to execute a contract with RJ Young for a copier/printer located in the Detective Division and the Crime Scene Unit in the amount of $492.00 per month; for a period beginning October 2015 and ending October 2018.

Summary

Rental Agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RJYoung | *Your productivity is our mission.*

Sales Proposal

CITY OF HATTIESBURG – POLICE DEPT.

BUDDY WADE
601-408-1899

BUDDY WADE
d: 601-705-1205
c: 601-408-1899
e: buddy.wade@rjyoung.com

CURRENT MONTHLY BASE CONTRACT: $518.00
WITH SERVICE FOR TWO MACHINES

PROPOSED SOLUTION: 1 –CANON IRC5240A COPIER/PRINTER: DETECTIVES
1 – CANON IRC3325IF COPIER/PRINTER: OFFICE #2

CANON IR C5240 DIGITAL COLOR COPIER
With
- **AUTOMATIC DOCUMENT FEEDER**
- **40 COPIES PER MINUTE**
- **2 PAPER TRAYS PLUS BYPASS**
- **INTERNAL STAPLE FINISHER**
- **FAX BOARD**
- **PRINT / SCAN**

CANON IRC3325IF DIGITAL COLOR COPIER
With
- **AUTOMATIC DOCUMENT FEEDER**
- **25 COPIES PER MINUTE**
- **2 PAPER TRAYS PLUS BYPASS**
- **FAX BOARD**
- **PRINT/ SCAN**

48 MONTH STATE RENTAL AGREEMENT : $ 492.00 PER MONTH

*RENTAL AGREEMENT INCLUDES EQUIPMENT, SERVICE, AND TONER FOR:
9,000 BLACK/WHITE COPIES PER MONTH (overage at $.00885)
3,000 COLOR COPIES PER MONTH (overage at $.04715)
OVERAGE RECONCILED QUARTERLY.

PRICES ARE LOCKED IN FOR THE TERM OF THE AGREEMENT.

CANON STATE CONTRACT # 8200005146

PLEASE FEEL FREE TO GIVE ME A CALL IF YOU NEED ADDITIONAL INFORMATION.

BUDDY WADE
601-408-1899

Buddy Wade
10/27/15

Your productivity is our mission.

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Hattiesburg ____ (hereinafter referred to as Customer), and R J Young _________ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which *was* produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12 ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16 WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if hinds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _______________day of __________________ , 20____

Vendor: RJ YOUNG COMPANY

By: Buddy Wade
Authorized Signature

Printed Name:

Title:

Witness my signature this the _____________ day of _______________,20 _____

Customer: CITY OF HATTIESBURG

By: X_________________________________
Authorized Signature

Printed Name: X____________________________
Title:

X___________________________________

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: R J Young

Customer Agency Name: CITY OF HATTIESBURG – POLICE DEPARTMENT

Bill to Address: P.O. Box 1898….. 200 FORREST STREET

HATTIESBURG, MS. 39401

Ship to Address HATTIESBURG POLICE DEPARTMENT

#1 GOVERNMENT PLAZA
HATTIESBURG, MS. 39401
ATTN: DETECTIVE BRANDEN MCLEMORE

Description of Equipment,Software, or Services	Price
CANON IR C5240A DIGITAL COLOR COPIER	**$492.00 per month***
With Cabinet, Internal Finisher, Fax	
CANON IR C3325I DIGITAL COLOR COPIER	
With Cabinet, Fax	

*Monthly price includes parts, labor and toner for 9,000 black/white copies and 3,000 color copies per month… overage billed quarterly at $.00885 for b/w and $.0417 for color. Combined for both machines.

Term: (Number of Months) 48 Months

Start Date:
End Date:

Modifications: Canon State Contract # 8200005146

Buddy Wade
Vendor Signature

X
Customer Signature

RJYoung | *Your productivity is our mission.*

Sales Proposal

CITY OF HATTIESBURG – POLICE DEPT.

BUDDY WADE
601-408-1899

RJYoung

BUDDY WADE
d: 601-705-1205
c: 601-408-1899
e: buddy.wade@rjyoung.com

CURRENT MONTHLY BASE CONTRACT: $518.00
WITH SERVICE FOR TWO MACHINES

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48 MONTH STATE RENTAL AGREEMENT : $ 492.00 PER MONTH

*RENTAL AGREEMENT INCLUDES EQUIPMENT, SERVICE, AND TONER FOR:
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OVERAGE RECONCILED QUARTERLY.

PRICES ARE LOCKED IN FOR THE TERM OF THE AGREEMENT.

CANON STATE CONTRACT # 8200005146

PLEASE FEEL FREE TO GIVE ME A CALL IF YOU NEED ADDITIONAL INFORMATION.

BUDDY WADE
601-408-1899

Buddy Wade
10/27/15

Your productivity is our mission.

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Hattiesburg (hereinafter referred to as Customer), and R J Young (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

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E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which *was* produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9 USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10 MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11 HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12 ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name Title Address City, State, & Zip Code	Name Title Address City, State, & Zip Code

16 WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if hinds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the ______________ day of __________________ , 20____

Vendor: RJ YOUNG COMPANY

By: ______________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the 17th day of November ,20 15

Customer: CITY OF HATTIESBURG

By: X ______________________________

Authorized Signature

Printed Name: X Johnny L. DuPree

Title:

X Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: R J Young

Customer Agency Name: CITY OF HATTIESBURG – POLICE DEPARTMENT

Bill to Address: P.O. Box 1898….. 200 FORREST STREET

HATTIESBURG, MS. 39401

Ship to Address HATTIESBURG POLICE DEPARTMENT

#1 GOVERNMENT PLAZA
HATTIESBURG, MS. 39401
ATTN: DETECTIVE BRANDEN MCLEMORE

Description of Equipment,Software, or Services	Price
CANON IR C5240A DIGITAL COLOR COPIER	**$492.00 per month***
With Cabinet, Internal Finisher, Fax	
CANON IR C3325I DIGITAL COLOR COPIER	
With Cabinet, Fax	

*Monthly price includes parts, labor and toner for 9,000 black/white copies and 3,000 color copies per month… overage billed quarterly at $.00885 for b/w and $.0417 for color. Combined for both machines.

Term: (Number of Months) 48 Months

Start Date:
End Date:

Modifications: Canon State Contract # 8200005146

Buddy Wade
Vendor Signature

Johnny L. DuPree
Customer Signature

City of Hattiesburg, MS

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

Master

File Number: 2015-2276

File ID:	2015-2276	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	City's purchase of two(2) grave spaces			**Final Action:**	
				Minute Book Number:	MB2015-341

Title:

Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter (SE1/4) Lot 9 Section 26, of Highland Cemetery, in the amount of $350.00 to Jennifer J. Willoughby; authorize manual check for the same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Willoughby-Supporting Documents	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015					

Text of Legislative File 2015-2276

Title

Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter (SE1/4) Lot 9 Section 26, of Highland Cemetery, in the amount of $350.00 to Jennifer J. Willoughby; authorize manual check for the same.

Summary

Grave space buyback,

Budget Information

Expenditure Type

Purchasing Item

Publication Information

I wish to sell back to the City of Hattiesburg two (2) cemetery plots located in Highland Cemetery in the name of Wanda I. Jackson in Section 26, Lot 9 SE 1/4.

I am the Executrix of Wanda I. Jackson's will

Jennifer J. Willoughby

10-19-15

2008 Eddy St.
Hattiesburg, MS
39402

601-268-6119

OK
Robert [illegible] 10/20/15

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-1- 1999

SOLD TO:

~~Mr. Mrs.~~ Miss Wanda T. Jackson

ADDRESS 2008 Eddy St Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ and SE¼ Lot No. 9 Section No. 26 in Highland Cemetery.

Number of grave spaces 3. Price per grave space $ 175.00.

Price Received $ 525.00

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

4-94-1M-Geiger

check 3513

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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), 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 Wanda T. Jackson, 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 Northeast Quarter (NE¼)

and the

Southeast Quarter (SE¼)

Lot Number : 9 Section Number: 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) 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.

LAST WILL AND TESTAMENT

OF

WANDA TURNER JACKSON

I, **WANDA TURNER JACKSON**, an adult resident citizen of Hattiesburg, Forrest County, Mississippi, being of sound and disposing mind and memory, realizing the uncertainty of life and the certainty of death, do hereby make, utter, declare and constitute this document as being my Last Will and Testament, hereby revoking all prior Wills and Codicils by me heretofore made and executed.

I.

I provide that all of my just debts due and owing at the time of my death, including expenses of my last illness, and a suitable grave marking, shall be paid by my Executrix as soon as it is expeditious next following my death.

II.

I name, nominate, and appoint my daughter, **JENNIFER J. WILLOUGHBY,** as Executrix of this my Last Will and Testament, and I provide that she serve without bond or accounting. If, however, she should predecease me or should otherwise be unable or unwilling to serve or to continue to serve as Executrix, then I nominate and appoint **ERIK M. LOWREY** to serve as alternate Executor, and I provide that he serve without bond or accounting. Further, I hereby empower my Executrix to make all funeral arraignments in accordance with my wishes which I have shared with the Executrix.

III.

I hereby give, devise and bequeath the entirety of my personal Estate, wheresoever located, to my two daughters, JENNIFER J. WILLOUGHBY and JUDY J. WHISNANT, with specific bequeaths in personal property as follows:

(1) To JENNIFER J. WILLOUGHBY, I leave to Jennifer the china in my home, the diamond ring in its original setting, one-half (1/2) of the service trays, the secretary desk, cedar chest and the school book case.

(2) To Judy, I specifically bequeath the silver serving, the school antique desk, the dining room furniture, the bed dresser and chest which is located in the front bedroom, the piano, glass dishes, one-half (1/2) of the silver trays, cameo, gold chain and hand made table.

I have previously conveyed to Jennifer a future interest in my home located at 2008 Eddy Street, Hattiesburg, Mississippi, reserving a life estate unto myself. I am leaving the house to Jennifer because she has been here for me, and I am sure she will continue to be here for me until my death.

IV.

If any heir under this Will or any person claiming under or through any beneficiary, or any person who would be entitled to share in my estate, shall in any manner whatsoever, directly or indirectly, contest this Will or attach, oppose, or in any manner seek to impair or invalidate any provision of it , or in any manner conspire or cooperate with any person engaging in such acts or proceedings, then such person shall acquire no interest in my estate and any bequest or devise shall not be utilized for such person, but instead such bequest shall inure to the benefit of the other beneficiaries of my Will.

IN WITNESS hereof, I have hereto affixed my signature on this the 29th day of April, 2002, in the presence of the witnesses whose names are hereto subscribed, and who sign as witness at my special instance and request, I first signing this document in their presence and then they signing in my presence, and all in the presence of each other, on this the day and date named.

Wanda Turner Jackson
WANDA TURNER JACKSON

WITNESSES:

DeAnna Williams

Kathryn C Purvis

CERTIFICATE

WE, the undersigned subscribing witnesses to the foregoing Last Will and Testament of **WANDA TURNER JACKSON**, do hereby certify that she signed, published, and declared the same as her Last Will and Testament in our presence, and that we have signed the same as subscribing witnesses thereto at her request and in her presence and in the presence of each other.

WITNESS OUR SIGNATURES on this, the 29 day of April, A.D., 2002.

DeAnna Williams of 609 Ronie St. Hattiesburg, MS 39401
NAME ADDRESS

Kathryn C Purvis of 507 Short Ford Dr., Petal MS 3941
NAME ADDRESS

Will Prepared By:

ERIK M. LOWREY, P.A.
Attorneys at Law
Erik M. Lowrey MSB #1466
Robert R. Marshall MSB #1880
David A. Pumford MSB #99650
Richard A. Filce MSB #100554
525 Corinne Street
Hattiesburg, MS 39401
601.582.5015
601.582.5046 (Fax)

October 25, 2015

To Whom it May Concern

I wish to sell to the City of Hattiesburg 2 cemetery plots in Highland Cemetery, in the name of: Wanda T. Jackson

Section 26
Lot 9, SE 1/4

The check should be made payable To Jennifer J. Willoughby only

Judy J. Whisnant
10/28/15

Sincerely,

Judy J. Whisnant
510 W. Poplar Street
Johnson City, TN 37604
(423) 202-0546

State of Tennessee County of Washington
On this 28th day of October, 20 15
before me the undersigned notary public personally appeared
Judy J. Whisnant
personally known or proved to me through satisfactory evidence of identification to be the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.
Linsey Tucker
Signature of Notary Public
My Commission Expires: 3/28/2018

LINSEY TUCKER STATE OF TENNESSEE NOTARY PUBLIC WASHINGTON COUNTY

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

City of Hattiesburg, MS

Master

File Number: 2015-2277

File ID:	2015-2277	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	Sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2015-341

Title:

Approve the sale of grave spaces; per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cemetery Receipts-11-17-2015, Cemetery Deeds-11-17-2015, executed Cemetery Deeds-11-17-2015	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015					

Text of Legislative File 2015-2277

Title
Approve the sale of grave spaces; per attached memo.

Summary
Sale of grave spaces.

Budget Information
Expenditure Type
Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-26- 2015

SOLD TO:

Mr.. Mrs. Miss Minh Hoang Le

ADDRESS 122 Twin Oak Ln, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 86 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 Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-26- 2015

SOLD TO:

Mr.. Mrs. Miss Addie Powe

ADDRESS 710 Hall Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 90 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# M.O. 577355

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-05 2015

SOLD TO:

Mr.. Mrs. Miss James W. Miles

ADDRESS 30 Mill Creek Point, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

—— 1/2 SE 1/4 Lot No. 60 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck #2012

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-26- 20 15

SOLD TO:

Mr.. Mrs. Miss Marilyn Chambers

ADDRESS 700 Magnolia Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 76 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 5724

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boune
Supt. of City Cemeteries

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mail to!
79 Tidewater Rd
Hattiesburg, MS. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10- 30- 20 15

SOLD TO:

Mr.. Mrs. Miss Rich & Kimberly Sundland

ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 21 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck # 3581

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boune
Supt. of City Cemeteries

---

mail to!
1 Ridge Side
Hattiesburg, MS. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10- 30- 20 15

SOLD TO:

Mr.. Mrs. Miss William + Kathleen Hutchison

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 21 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck # 7953

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boune

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-02- 2015

SOLD TO:

Mr.. Mrs. Miss Betty Davis

ADDRESS 5752 Hwy 49 S. P.O. Box 245, Hattiesburg, ms 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 61 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 7546 (A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-02- 2015

SOLD TO:

Mr.. Mrs. Miss Eddie Howard

ADDRESS 622 New Orleans St, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 69 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck# 2248

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

mail to:
217 Tucker DR
Brandon, ms 39042

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

601-408-4699

Hattiesburg, Miss., 10-29- 2015

SOLD TO:

Mr.. Mrs. Miss Julius Campbell & Vickey Campbell

ADDRESS [redacted], 109 Bellair DR, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 58 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

ck# 3028

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-26- 20 15

SOLD TO:

Mr.. Mrs. Miss Shatara Tate

ADDRESS 5752 Hwy 49 S. P.O Box 245 Hattiesburg ms. 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 58 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Ck# 7519

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
107 River Rd
Hattiesburg ms 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-27- 20 15

SOLD TO:

Mr.. Mrs. Miss Eddie Hilton

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 16 Section No. 24 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CASh

Mail to!
79 Tidewater Rd.
Hattiesburg, ms. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10- 30- 20 15

SOLD TO:

Mr.. Mrs. Miss Rich & Kimberly Sundland

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 16 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

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 Minh Houng Le subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 86 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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 Addie Powe 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 (E ½) of the Southeast Quarter (SE ¼)

Lot 90 Section 29

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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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 Marilyn Chambers subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 76 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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 Shatara Tate subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 58 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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, Eddie Hilton 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 16 Section Number 24

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 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

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 Rich & Kimberly Sundland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 16 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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 Betty 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:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 61 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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 Eddie Howard subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 69 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

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, Julius Campbell & Vickey Campbell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 58 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

____________________ ____________________
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

My Commission Expires: ____________________
NOTARY PUBLIC

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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, William & Kathleen Hutchison 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 21 Section Number 35

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 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

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, Rich & Kimberly Sundland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 21 Section Number 35

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 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

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, James W. Miles subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 60 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

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 Addie Powe 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 (E ½) of the Southeast Quarter (SE ¼)

Lot 90 Section 29

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 17th day of November, 2015..

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

My Commission Expires:

11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Minh Houng Le subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 86 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this the 17th day of November, 2015.

My Commission Expires: NOTARY PUBLIC

11-6-16

STATE OF MISSISSIPPI ★ PEARLINE MCSWAIN MARTIN ★ NOTARY PUBLIC ID No. 64973 Commission Expires November 6, 2016 FORREST COUNTY

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 Marilyn Chambers subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 76 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this the 17th day of November, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Shatara Tate subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 58 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015..

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, Eddie Hilton 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 16 Section Number 24

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 17th day of November, 2015.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI ★ PEARLINE MCSWAIN MARTIN NOTARY PUBLIC ID No. 64973 Commission Expires November 6, 2016 FORREST COUNTY

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 Rich & Kimberly Sundland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 16 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

My Commission Expires: NOTARY PUBLIC

11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Betty 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:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 61 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 17th day of November, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Eddie Howard subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 69 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 17th day of November, 2015..

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015.

My Commission Expires:
11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, Julius Campbell & Vickey Campbell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 58 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 54973
Commission Expires
November 6, 2016
FORREST COUNTY

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, William & Kathleen Hutchison 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 21 Section Number 35

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 17th day of November, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, Rich & Kimberly Sundland subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 21 Section Number 35

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 17th day of November, 2015.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of November, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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, James W. Miles subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 60 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of November, 2015.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2015-2263

File ID:	2015-2263	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/09/2015
Brief Title:	CDBG Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-341

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Manual Check for CDBG	**Enactment Number:**	
Contact:		**Meeting Date:**	11/17/2015
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	11/17/2015					

Text of Legislative File 2015-2263

Title

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

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program Claims

DATE: November 17, 2015

Recipient:	**Hollimon Construction**
Activity:	Residential Rehabilitation
Program:	CDBG
Project Site:	1300 Penton Street
Amount Requested:	**$15,325.00**
Purpose of Request:	Payment Request Final
Work Provided by:	**Hollimon Construction**

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Joyce Merritt
1300 Penton Street
Hattiesburg, MS 39401

- Hot water heater installed
- All cabinets installed
- All interior doors installed and painted
- Everything is complete
  $15,325.00

Curtis Hollimon

10/29/15

10-26-15A10:14 RCVD

City of Hattiesburg, MS

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

Master

File Number: 2015-2268

File ID:	2015-2268	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/10/2015
Brief Title:	HOME Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-342

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Manual Check for HOME Program	**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	11/17/2015					

Text of Legislative File 2015-2268

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

Summary
HOME Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: November 17, 2015

Recipient:	**Havard Pest Control**
Activity:	Sentricon Installation
Program:	HOME
Project Site:	222 J. D. Randolph Street
Amount Requested:	**$957.65**
Purpose of Request:	Payment Request
Work Provided by:	**Havard Pest Control**

Recipient:	**Hollimon Construction**
Activity:	Residential Rehabilitation
Program:	HOME
Project Site:	121 Tuscan Avenue
Amount Requested:	**$2,100.00**
Purpose of Request:	Payment Request #3
Work Provided by:	**Hollimon Construction**

Recipient:	**Hollimon Construction**
Activity:	Residential Rehabilitation
Program:	HOME
Project Site:	121 Tuscan Avenue
Amount Requested:	**$12,000.00**
Purpose of Request:	Payment Request #4
Work Provided by:	**Hollimon Construction**

Havard Pest Control
P.O. Box 447
Hattiesburg, MS 39403
(800) 898-0264
hpc1@havardpest.com
www.havardpest.com

ACCOUNT	STATEMENT DATE
141302	10/22/15

ACCOUNT	STATEMENT DATE
141302	10/22/15

CITY OF HATTIESBURG
ROBERT JONES
222 J D RANDOLPH ST
HATTIESBURG MS 39401-2051

2

Visit www.havardpest.com for account access and online payment.

RETURN THIS PORTION WITH PAYMENT

DATE	ORDER	INVOICE	SERVICE	AMOUNT	BALANCE	INVOICE	DUE
Location Name: 222 J D RANDOLPH ST, HATTIESBURG, MS, 39401							
10/06/15	913474	913474	Sentricon Installation	957.65	957.65	913474	957.65

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS	TOTAL	TOTAL AMOUNT DUE
957.65	0.00	0.00	0.00	957.65	957.65

Visit our website today and sign up for e-statements. Thank you for your business.

CHECK ITEMS BEING PAID

AMOUNT REMITTED ________

10-28-15P03:35 RCVD

Change Order

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401

Mr. & Mrs. Payton
121 Tuscan Ave
Hattiesburg, MS 39401

- Replace 3 sheets of decking on roof
- Replace 2ft decking around front of house
- Replace 22ft of fascia board on roof of house
- Replace 3 entrance doors
- Replace 20 ft of soffit on front of house
- Put coating on wall for mildew

  Material & Labor: $2,100.00

Curtis Hollimon

3

11-02-15A09:53 RCVD

11/02/15

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Mr. & Mrs. Payton
121 Tuscan Ave
Hattiesburg, Ms 39401

- All electric is roughed in
- Outside service is ready to be changed over
- Utility room is framed up and completed
- Roof and siding is completed
- Plumbing for washing machine and hot water is completed
  Material & Labor: $12,000.00

Curtis Hollimon

11/09/15

City of Hattiesburg, MS

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

Master

File Number: 2015-2279

File ID: 2015-2279 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/12/2015

Brief Title: October privilege license report **Final Action:**

Minute Book Number: MB2015-342

Title:
Acknowledge receipt of privilege license report for the month of October 2015.

Notes:

Sponsors: **Enactment Date:**

Attachments: Renewals-11-17-2015, New License-11-17-2015, Memo **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015					

Text of Legislative File 2015-2279

Title
Acknowledge receipt of privilege license report for the month of October 2015.

Summary
Privilege License Report

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152113	20.00		ELEGANT CREATIONS SALON & BOUTIQUE 2625 LINCOLN ROAD HATTIESBURG, MS 39401
0152114	45.00	10.80	VICKI'S ON WALNUT 115 WALNUT STREET HATTIESBURG, MS 39402
0152115	20.00		LUXE NAIL SALON, LLC 6414 US HWY 98 WEST, STE 50 HATTIESBURG, MS 39402
0152116	48.00		WATERS INTERNATIONAL TRUCKS, INC. 80 S & K DRIVE HATTIESBURG, MS 39403
0152117	40.00		COMMERCIAL STATIONERY COMPANY, INC 723 SCOOBA STREET HATTIESBURG, MS 39401
0152118	50.00		TALBOTS #1160 6156 HIGHWAY 98 WEST SUITE E HINGHAM, MA 02043
0152119	30.00		OPTOMETRIC CLINIC P.A. 600 W. PINE ST. HATTIESBURG, MS 39401
0152120	90.00		JAY-VAN COMPANY 24 BONHOMIE ST HATTIESBURG, MS 39404
0152121	20.00		TREASURES 1000 TURTLE CREEK DR., UNIT K-6 SUGAR LAND, TX 77478
0152122	20.00		D'OR INTERNATIONAL 1000 TURTLE CRRK DR., UNIT K-1 SUGAR LAND, TX 77478
0152123	20.00	5.20	DOBA ELECTRIC, LLC 36 BUD ELLIOT SUBDIVISION PURVIS, MS 39475
0152124	20.00	2.40	DOBA ELECTRIC, LLC 36 BUD ELLIOT SUBDIVISION PURVIS, MS 39475
0152126	60.00		WHLT-22 MEDIA GENERAL, INC. 5912 HWY 49 SUITE A JACKSON, MS 39204

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152129	20.00		THANK YOU 202 WEST 4TH ST. HATTIESBURG, MS 39401
0152130	20.00		PERRY OFFICE MACHINES, INC 1068 W.PINE ST. HATTIESBURG, MS 39401
0152131	20.00		MID SOUTH GLASS 609 EMERALD LANE HATTIESBURG, MS 39401
0152132	62.50		DOLLAR GENERAL STORE #9731 2603 OAK GROVE ROAD GOODLETTSVILLE, TN 37072
0152133	77.50		DOLLAR GENERAL #16015 5306 US HWY 49 GOODLETTSVILLE, TN 37072
0152135	20.00		AMERICAN AIR SPECIALIST OF MS 199 SULLIVAN-KILRAW RD. HATTIESBURG, MS 39403
0152136	20.00	2.40	HATTIESBURG AMERICAN DISTRIBUTION 1000 BROADWAY DR. #20 HATTIESBURG, MS 39402
0152139	20.00		FLOWERS LAW FIRM 341 N. 25TH AVE. HATTIESBURG, MS 39403
0152140	30.00		RETINA SPECIALTY INSTITUTE 109 MILLSAPS DR. STE B HATTIESBURG, MS 39402
0152141	20.00	3.00	EYEMART EXPRESS LLC 6117 US HWY 98 SUITE 10 FARMERS BRANCH, TX 75234
0152142	30.00		ACADEMY OF HAIR DESIGN 6552 HWY 49 NORTH JACKSON, MS 39204
0152143	50.00		VERIZON WIRELESS 6123 HWY 98 WEST MONSEY, NY 10952
0152144	20.00		BREADSMITH 3705 HARDY ST, STE 20 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152146	20.00	4.40	MUMBLING BROTHERS, INC 113 NEWMAN ST. HATTIESBURG, MS 39401
0152147	20.00		MUMBLING BROTHERS, INC 113 NEWMAN ST. HATTIESBURG, MS 39401
0152148	20.00		MISSISSIPPI MOTORS 1600 WEST PINE STREET HATTIESBURG, MS 39401
0152149	30.00		CORNERSTONE CONTROL SYSTEMS 5600 OAKBROOK PARKWAY, STE 240 NORCROSS, GA 30093
0152150	63.00		HATTIESBURG CLINIC 104 MILLSAPS DR. HATTIESBURG, MS 39401
0152151	20.00		EMERGENCY VETS 6335 US HWY 49 STE 40 HATTIESBURG, MS 39401
0152152	30.00		DOWNTOWN MEDICAL ASSOCIATES 511 WEST LAUREL AVE. HATTIESBURG, MS 39401
0152153	150.00		HATTIESBURG CLINIC P.A. 415 S. 28TH AVE. HATTIESBURG, MS 39401
0152154	20.00		CAMPER CITY 7166 HWY 49 N HATTIESBURG, MS 39402
0152155	80.00		EXCEL INJECTION MOLDING INC 977 SULLIVAN DR HATTIESBURG, MS 39401
0152156	50.00		DRESS BARN #0394/2394 6143 HWY 98 SUITE 60 DULUTH, MN 55816
0152160	20.00	3.80	BIJOU HAIR BRAIDING 1000 S 17TH AVE., STE 5 HATTIESBURG, MS 39401
0152161	45.00	10.80	SUPER KING BUFFET, INC. 4591 HARDY STREET HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152162	20.00		ACCEPTANCE NOW #06728 6143 U.S. HWY 98, SUITE 110 PLANO, TX 75024
0152163	35.00		LAST CALL BAR & GRILL 7308 US HWY 49 N PURVIS, MS 39475
0152164	20.00		SUNGLASS HUT #4753 1000 TURTLE CREEK DR. MASON, OH 45040
0152165	36.00		KOOL SMILES 3720 HARDY ST SUITE 23 MARIETTA, GA 30067
0152166	20.00		COMFORT KEEPERS 2111 OAK GROVE RD HATTIESBURG, MS 39402
0152167	20.00		EXPRESS CHECK ADVANCE OF MS, LLC 3901 HARDY STREET SUITE 20 SPARTANBURG, SC 29304
0152168	35.00	12.10	BENNY'S BOOM BOOM ROOM 142 EAST FRONT STREET HATTIESBURG, MS 39403
0152169	35.00	9.70	BENNY'S BOOM BOOM ROOM 142 EAST FRONT STREET HATTIESBURG, MS 39403
0152170	90.00	20.70	DAIRY QUEEN GRILL AND CHILL 6370 US HWY 98 MERIDIAN, MS 39305
0152171	90.00	9.90	DAIRY QUEEN GRILL AND CHILL 6370 US HWY 98 MERIDIAN, MS 39305
0152172	30.00		THE CATERERS 5912 HWY 49 S, FC5 (CLOVERLEAF MALL HATTIESBURG, MS 39402
0152174	20.00		CLASSY TATZ TATTOO & BODY PIERCING 6086 HWY 98, SUITE 9 HATTIESBURG, MS 39402
0152175	20.00	5.20	TRIPLE J CONSTRUCTION 1728 MT. ZION RD MAGEE, MS 39111

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152176	20.00	2.80	TRIPLE J CONSTRUCTION 1728 MT. ZION RD MAGEE, MS 39111
0152177	20.00		VANITY BEAUTY SALON 104 S 37TH AVE, STE 30 HATTIESBURG, MS 39402
0152179	45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG, MS 39401
0152180	30.00		HAIR WORX 6565 HWY 98 W HATTIESBURG, MS 39402
0152181	20.00		JAMES DILLON, PLUMBING 85 SCENIC DRIVE HATTIESBURG, MS 39403
0152182	30.00		WALKER ASSOCIATES 2203 HARDY STREET HATTIESBURG, MS 39404
0152184	50.00		THE FIREPLACE AND STONE CENTER 1505 NORTH MAIN STREET HATTIESBURG, MS 39401
0152185	20.00	2.60	LANDARC CONSULTING GROUP, INC 607 CORINNE #B-1 HATTIESBURG, MS 39401
0152189	20.00	2.80	COHEN, EDWARD 905-B HARDY ST. GULFPORT, MS 39503
0152190	20.00	2.20	GREEN ENTERPRISES 808 HILLENDALE DR. HATTIESBURG, MS 39402
0152191	20.00	5.00	AUTOMOTIVE PERFORMANCE & REPAIR 405 PROVIDENCE ST HATTIESBURG, MS 39401
0152192	20.00	2.60	AUTOMOTIVE PERFORMANCE & REPAIR 405 PROVIDENCE ST HATTIESBURG, MS 39401
0152193	20.00		DALEY CONSTRUCTION MANAGEMENT 425 CHOCKTAW ROAD CARSON, MS 39427

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152194	30.00	3.30	INNOVATIVE INK, LLC 515 SCOOBA STREET HATTIESBURG, MS 39401
0152195	30.00		SECURITY BLANKET, INC 48 LIBERTY PLACE, STE 3 HATTIESBURG, MS 39404
0152196	35.00		JAKE'S HATTIESBURG LLC 927 RICHBURG RD HATTIESBURG, MS 39402
0152197	20.00		STORAGE CHOICE HATTIESBURG LLC 70 OLD RAWLS SPRING LOOP RD HATTIESBURG, MS 39402
0152198	30.00	4.50	VILLAGE HAIR DESIGN 560 WEATHERSBY ROAD SUITE 90 HATTIESBURG, MS 39402
0152199	310.00	40.30	MOBILE ONE NET 6 BLACKWELL BLVD HATTIESBURG, MS 39902
0152200	20.00		FIREHOUSE SUBS 2401 HARDY STREET HATTIESBURG, MS 39401
0152201	25.00		DSW LEASED BUSINESS DIVISION LLC 1000 TURTLE CREEK DR. COLUMBUUS, OH 43219
0152202	20.00	4.40	GADSBY'S GOOD GRUB 1170 RICHBURG RD HATTIESBURG, MS 39402
0152203	20.00		GADSBY'S GOOD GRUB 1170 RICHBURG RD HATTIESBURG, MS 39402
0152205	20.00	2.20	T J AUTO REPAIR 2800 EDWARDS ST HATTIESBBURG, MS 39401
0152206	35.00	9.70	ZO'S CORNA 104 J C KILLINGSWORTH DRIVE HATTAIESBURG, MS 39401
0152207	25.00	4.75	SOCCER LOCKER & CITY RUNNERS 6098 US HWY 98 WEST SUITE 3 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152208	200.00		VISIONWORKS #225 1000 TURTLE CREEK DR #450 SAN ANTONIO, TX 78205
0152210	20.00		MOTHERHOOD MATERNITY #1306 1000 TURTLE CREEK DRIVE MOORESTOWN, NJ 08057
0152211	20.00	2.20	CONVILLE & CONVILLE, PLLC 1301 WEST PINE STREET HATTIESBURG, MS 39403
0152212	30.00		J & J CAJUN GRILL 1000 TURTLE CREEK DRIVE STE 240 HATTIESBURG, MS 39402
0152213	20.00	3.80	SUSAN'S SHOPPE 5317 HWY 11, STE 6 & 7 BROOKHAVEN, MS 39601
0152215	150.00	16.50	MANHEIM MISSISSIPPI 7510 US HWY 49 NORTH HATTIESBURG, MS 39402
0152216	20.00	3.80	COMPUTER KARMA 2100 HARDY STREET HATTIESBURG, MS 39401
0152217	20.00	2.20	ARDY'S AUTO SPA 6487 HWY 49 NORTH HATTIESBURG, MS 39402
0152219	20.00	6.60	MARATHON ELECTRICAL CONTRACTORS INC 614 38TH ST., SOUTH BIRMINGHAM, AL 35222
0152220	20.00	4.20	MARATHON ELECTRICAL CONTRACTORS INC 614 38TH ST., SOUTH BIRMINGHAM, AL 35222
0152221	20.00		MARATHON ELECTRICAL CONTRACTORS INC 614 38TH ST., SOUTH BIRMINGHAM, AL 35222
0152222	20.00	6.20	REAL CUTTERS 2216 ALICE DRIVE HATTIESBURG, MS 39401
0152223	20.00	3.80	REAL CUTTERS 2216 ALICE DRIVE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152224	20.00	2.20	GREEN'S GRILL 1017 FAIRLEY ST. HATTIESBURG, MS 39401
0152225	20.00		JAMES & JAMES AUTO EXCHANGE, LLC 5748 U.S. HWY 49 HATTIESBURG, MS 39401
0152226	20.00		JOHNSON, RATLIFF & WAIDE, PLLC 1300 HARDY ST HATTIESBURG, MS 39404
0152227	345.00	43.80	CLUB ELITE 6720 HWY 49 N HATTIESBURG, MS HATTIESBURG, MS 39401
0152229	35.00	9.70	JERRY'S SEASONED FOOD 800 BOUIE ST HATTIESBURG, MS 39401
0152232	20.00		RICHARD & THOMAS, PLLC 132 WESTOVER DR. HATTIESBURG, MS 39402
0152233	20.00	2.20	VAPORIZED INC. 4700 HARDY, STE DD HATTIESBURG, MS 39402
0152234	20.00		MOLLY MAID OF HATTIESBURG 1513 HARDY ST HATTIESBURG, MS 39401
0152235	20.00	2.40	SLEEP NUMBER BY SELECT COMFORT 6156 HWY 98 WEST, STE 90 MINNEAPOLIS, MN 55442
0152237	37.50	10.95	END ZONE 2505 WEST 4TH ST. HATTIESBURG, MS 39402
0152239	35.00	9.70	TONY'S TOBACCO 4400 HARDY ST., STE B8 HATTIESBURG, MS 39402
0152240	69.00	13.44	THE MEXICAN KITCHEN 406 CLASSIC DRIVE HATTIESBURG, MS 39402
0152241	20.00	2.20	MCCARTHY CPA 1403 ADELINE ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152242	20.00	2.40	TAYLOR TOWING 5582 HWY 42 BYPASS HATTIESBURG, MS 39401
0152244	30.00	5.70	OAK GROVE HEATING & AIR INC. 2855 OAK GROVE ROAD HATTISBURG, MS 39402
0152246	20.00	2.60	PIT CREW DETAIL 2212 ALICE DR. HATTIESBURG, MS 39401
0152248	20.00	2.60	B & D TOWING 5582 HWY 42 BY PASS PURVIS, MS 39475
0152249	20.00	3.00	BOOK RACK 105 S. 13TH AVE. HATTIESBURG, MS 39401
0152250	30.00	4.80	GOLDEN TOUCH ADULT DAY CENTER 6050 HWY 49 S HATTIESBURG, MS 39404
0152251	25.00	5.25	IRIE BOUTIQUE, LLC 6059 US HWY 98 STE #50 HATTIESBURG, MS 39402
0152252	25.00		IRIE BOUTIQUE, LLC 6059 US HWY 98 STE #50 HATTIESBURG, MS 39402
0152253	92.50		HIBBETT SPORTS #69 1000 TURTLE CREEK DRIVE BIRMINGHAM, AL 35211
0152254	75.00		HIBBETT SPORTS #440 5912 HWY 49 SPACE A2 BIRMINGHAM, AL 35211
0152255	45.00	10.80	MARLINS 6208 US HWY 49 HATTIESBURG, MS 39402
0152256	30.00		NAILSHOP 1000 TURTLE CREEK DR. #720 HATTIESBURG, MS 39402
0152257	20.00		CURRY & CURRY PLLC 108 NORTH 38TH AVENUE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152258	20.00	2.40	JAZZY STYLES 1803 LOUISE ST HATTIESBURG, MS 39401
0152259	20.00		THRASH DEVELOPMENT 18 BELLEGRASS BLVD HATTIESBURG, MS 39402
0152260	30.00	3.60	LEE'S ELECTRIC CO., INC. BOX 701 RIFLE RANGE RD. PETAL, MS 39465
0152261	105.00	17.40	HALF SHELL OYSTER HOUSE HATTIESBURG 6555 HWY 98 W STE 1 GULFPORT, MS 39506
0152262	20.00	2.20	DIXIE PLUMBING, LLC 4845 OLD HWY 11 HATTIESBURG, MS 39402
0152263	75.00		WATTS BROTHERS TRACTOR COMPANY 7061 US HWY 49 HATTIESBURG, MS 39402
0152264	30.00		MASON FOREST PRODUCTS, INC. 6975 HWY 49 N. HATTIESBURG, MS 39404
0152265	20.00	2.60	SOUTH CENTRAL HEATING INC 5542 HWY 42 HATTIESBURG, MS 39401
0152266	25.00	6.75	CAMERON'S FURNITURE GALLERY 1305 HARDY ST. PETAL, MS 39465
0152267	25.00	3.75	CAMERON'S FURNITURE GALLERY 1305 HARDY ST. PETAL, MS 39465
0152268	20.00		ADVANTAGE MEDICAL & PHARMACEUTICAL 6375 HWY 98 W, SUITE 20, 30 & 40 HATTIESBURG, MS 39402
0152269	20.00		HERZOG CPA COMPANY, PLLC #12 98 PLACE BOULEVARD HATTIESBURG, MS 39404
0152270	20.00	5.60	HATTIESBURG CHIROPRACTIC ACCIDENT 4700 HARDY ST., SUITE M HATTIESBURG, MS 39402

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0152271	20.00	3.20	HATTIESBURG CHIROPRACTIC ACCIDENT 4700 HARDY ST., SUITE M HATTIESBURG, MS 39402
0152272	35.00		AUSTIN ENTERTAINMENT LLC 811 TIMOTHY LANE PETAL, MS 39465
0152273	30.00	8.10	ADVANTAGE SIGN CO INC. 5819 I 10 INDUSTRIAL PRKWY THEODORE, AL 36582
0152274	30.00	4.50	ADVANTAGE SIGN CO INC. 5819 I 10 INDUSTRIAL PRKWY THEODORE, AL 36582
0152275	150.00		MERIT HEALTH WESLEY 5001 HARDY STREET HATTIESBURG, MS 39404
0152276	30.00	4.50	MONTESSORI CHILDREN'S HOUSE OF 323 SOUTH 23RD AVE. HATTIESBURG, MS 39401
0152278	30.00	3.30	N.E.E.D.S. II 166 OLD AIRPORT RD HATTIESBURG, MS 39401
0152279	100.00		JOE'S VENDING 137 RICHBURG RD PURVIS, MS 39475
0152280	20.00		CELEBRATIONS,ETC.,LLC 102 LUNDY LANE, SUITE 10 HATTIESBURG, MS 39404
0152281	75.00	12.75	SUNBELT FANS & LIGHTING 201 THORNHILL DR. HATTIESBURG, MS 39401
0152282	440.00		SHOE CARNIVAL #260 5044 HARDY STREET EVANSVILLE, IN 47715
0152283	20.00		CMF REALTY 1820 FULLER ST. HATTIESBURG, MS 39401
0152284	20.00	3.40	FIRST CALL HEATING & AIR LLC 751 EATONVILLE RD HATTIESBURG, MS 39402

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0152286	35.00	9.70	CLUB XCLUSIVE 5729 HWY 49 SOUTH HATTIESBURG, MS 39401
0152287	32.50		BATH & BODY WORKS #788 1000 TURTLE CREEK DRIVE SPACE #410 COLUMBUS, OH 43218
0152288	150.00		VICTORIA'S SECRET #616 1000 TURTLE CREEK DR, SUITE 150 COLUMBUS, OH 43218
0152289	30.00		CURVES BROW BAR 1000 TURTLE CREEK DR., STE 615 SUGARLAND, TX 77479
0152290	20.00		MCSWAIN & MYERS 1317 HARDY ST HATTIESBURG, MS 39401
0152291	36.00		MCHARD & ASSOCIATES, PLLC 15 MILLBRANCH RD HATTIESBURG, MS 39402
0152292	62.50		AUTOMOTIVE GLASS SPECIALIST, INC 607 ADELINE STREET HATTIESBURG, MS 39401
0152293	20.00		MAIN STREET BOOKS 210 SOUTH MAIN STREET HATTIESBURG, MS 39401
0152294	72.00		PRIORITYONE BANK 6276 HWY 98 WEST HATTIESBURG, MS 39402
0152295	33.00		MOVIE STAR RESTAURANT 5213 OLD HWY 11 HATTIESBURG, MS 39402
0152296	20.00	2.40	RE/MAX REAL ESTATE PARTNERS 119 MAYFAIR ROAD HATTIESBURG, MS 39401
0152298	62.50		ADVANTAGE PHARMACY LLC 6375 HWY 98 W. SUITE 50 HATTIESBURG, MS 39402
0152299	20.00	3.40	J & J CONSTRUCTION 1115 N. 25TH #C HATTIESBURG, MS 39401

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0152300	50.00		RUE 21 (STORE #478) 6055 HIGHWAY 98 WEST WARRENDALE, PA 15086
0152301	20.00		ROBERT ARINDER CONSTRUCTION 100 MCNEESE RD COLUMBIA, MS 39429
0152302	35.00		FAST TRAC #16 6061 HARDY STREET HATTIESBURG, MS 39402
0152303	35.00		FAST TRAC #19 2782 OAK GROVE ROAD HATTIESBURG, MS 39402
0152304	30.00	12.00	SERVICE ELECTRICAL & MECHANICAL LLC 879 SCR 150 MORTON, MS 39117
0152305	30.00	8.40	SERVICE ELECTRICAL & MECHANICAL LLC 879 SCR 150 MORTON, MS 39117
0152306	30.00	4.80	SERVICE ELECTRICAL & MECHANICAL LLC 879 SCR 150 MORTON, MS 39117
0152307	20.00		JAVA MOE'S COFFEE COMPANY 4400 HARDY ST HATTIESBURG, MS 39402
0152308	30.00	3.90	WALKER-HILL ENVIRONMENTAL, INC 4 SOUTH POPLAR ST. FOXWORTH, MS 39483
0152309	20.00	2.20	SOUTHERN SURGICAL ASSOCIATES 139 FAIRFIELD DRIVE HATTIESBURG, MS 39402
0152310	30.00	3.30	SOUTHERN SURGERY WOUND CARE CLINIC 139 FAIRFIELD DRIVE HATTIESBURG, MS 39402
0152311	345.00	43.80	CLUB MEMORIES 1720 NORTH 31ST AVE. HATTIESBURG, MS 39402
0152312	40.00	11.30	ERIC'S SALON 109 SOUTH 41 AVE (BIG BUCKS) HATTIESBURG, MS 39402

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0152313	40.00		ERIC'S SALON 109 SOUTH 41 AVE (BIG BUCKS) HATTIESBURG, MS 39402
0152314	20.00		CHARLEY'S PHILLY STEAK 1000 TURTLE CREEK DR SUITE 310 BATON ROUGE, LA 70817
0152315	69.00		NEEL-SCHAFFER, INC. 704 HARDY ST. HATTIESBURG, MS 39403
0152323	25.00	2.75	THE KITCHEN TABLE, LLC 3720 HARDY ST. STE 3 & 4 HATTIESBURG, MS 39404
0152324	800.00		BOOKS-A-MILLION#431 4600 HARDY STREET BIRMINGHAM, AL 35219
0152325	440.00		STEIN MART, INC #353 1000 TURTLE CREEK DR, BLDG G JACKSONVILLE, FL 32207
0152326	32.50		NEW YORK & CO. #243 1000 TURTLE CREEK DRIVE NEW YORK, NY 10001
0152328	20.00		HAMMOND, JAN 112 SHEFFIELD LOOP SUITE D-1 HATTIESBURG, MS 39402
0152329	20.00	2.20	360 CUSTOM WHEEL & TIRE 1 CHURCHILL ST HATTIESBURG, MS 39402
0152330	20.00	5.60	WALKER ELECTRIC 1410 TRACEWOOD DR. JACKSON, MS 39211
0152331	20.00	3.20	WALKER ELECTRIC 1410 TRACEWOOD DR. JACKSON, MS 39211
0152332	20.00	2.20	THE LOTUS DOWNTOWN 221 WEST PINE ST HATTIESBURG, MS 39401
0152333	20.00		ELLEN M SUNDBERG PHD 312 SO 25TH AVE HATTIESBURG, MS 39404

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0152334	25.00	2.75	WARRIOR TIRE & SERVICE 5279 OLD HWY 11 HATTIESBURG, MS 39402
0152335	335.00	42.70	SPORTS 22 108 HALL AVENUE HATTIESBURG, MS 39401
0152336	20.00		WALTER DIDLAKE 593 RALSTON RD HATTIESBURG, MS 39403
0152337	20.00		WALTER DIDLAKE 593 RALSTON RD HATTIESBURG, MS 39403
0152338	32.50	9.10	ANGELLE'S, LLC 5020 HARDY STREET HATTIESBURG, MS 39402
0152339	32.50	5.20	ANGELLE'S, LLC 5020 HARDY STREET HATTIESBURG, MS 39402
0152340	20.00		LIFE CHANGING CENTER DEVELOPMENT 120 BARKLEY ROAD HATTIESBURG, MS 39401
0152341	20.00		FORGET-ME-NOT CHRISTIAN BOOKS & 28 MARKET COURT STE 10 HATTIESBURG, MS 39402
0152342	75.00	14.10	CONESTOGA STEAK HOUSE 6313 US HWY 49 HATTIESBURG, MS 39401
0152343	35.00	9.70	TAQUERIA Y PUPUSERIA 831 HARDY STREET HATTIESBURG, MS 39401
0152344	20.00	3.00	TAMCO MECHANICAL SERVICES 1930 CORBIT BLVD. PETAL, MS 39465
0152345	20.00		ASSOCIATED CONTRACTORS INC 5729 HWY 49S STE 11 HATTIESBURG, MS 39404
0152346	20.00		TAYLOR MOTOR SALES, INC 600 BROADWAY DR. HATTIESBURG, MS 39401

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0152347	30.00		GRAND BANK FOR SAVINGS FSB 204 WESTOVER DR HATTIESBURG, MS 39404
0152348	62.50		HOLLISTER #577 1000 TURTLE CREEK MALL SUITE 90 LISLE, IL 60532
0152349	20.00	4.20	MATERIAL GIRLS LLC 24 CROSSCREEK PKWY, STE 240 FLOWOOD, MS 39232
0152350	20.00		MATERIAL GIRLS LLC 24 CROSSCREEK PKWY, STE 240 FLOWOOD, MS 39232
0152351	20.00		BACKSTAGE & CO. HAIR SALON 1715 HARDY ST. STE #10 HATTIESBURG, MS 39401
0152352	20.00		PATTERSON AUTO ELECTRIC, LLC 5436 HWY 42 HATTIESBURG, MS 39401
0152353	20.00		BARGAINS & BLESSINGS 301 E 2ND STREET HATTIESBURG, MS 39401
0152354	54.00		ANDERSON CARPET ONE FLOOR & HOME 11 OFFICE PARK DR. STE 40 & 50 HATTIESBURG, MS 39404
0152355	30.00		CHICK-FIL-A 6099 US HWY 98 WEST HATTIESBURG, MS 39402
0152356	300.00	60.00	NAPA AUTO PARTS OF HATTIESBURG 301 MCLEOD STREET NORCROSS, GA 39232
0152357	20.00	3.60	BELTONE HEARING CENTER 105 N 40TH AVE PENSACOLA, FL 32506
0152358	62.50	10.00	FETICHE LLC 24 CROSSCREEK PARKWAY STE 70 HATTIESBURG, MS 39402
0152359	54.00	9.72	HATTIESBURG HAMPTON INN 4301 HARDY STREET IRVING, TX 75039

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0152360	78.00	13.26	ERMC 1000 TURTLE CREEK DRIVE, STE. 290 CHATANOOGA, TN 37421
0152361	40.00		BORAL BRICKS-BRICK STUDIO 221 THORNHILL DR. HATTIESBURG, MS 39401
0152362	60.00		UNIVERSAL SERVICES 1241 HWY 63 N LEAKESVILLE, MS 39451
0152363	20.00		NEW LIFE ENTERPRISES,BOOKS & GIFTS 604 LAFAYETTE AVE. HATTIESBURG, MS 39403
0152364	20.00	4.00	BENNETT HEATING & AIR LLC 1176 CARTER CIRCLE PURVIS, MS 39475
0152365	32.50		HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG, MS 39402
0152366	20.00	3.40	HI-TECH TOWER SERVICES, INC. 75412 HWY 25 COVINGTON, LA 70435
0152367	30.00		PINE BELT VETERINARY HOSPITAL 7436 HWY 49N HATTIESBURG, MS 39402
0152368	20.00		BENNETT'S LOCK & KEY SHOP 120 EVAN ST. HATTIESBURG, MS 39403
0152369	20.00		SELPHI 1000 TURTLE CREEK DRIVE, STE 80 NEW ORLEANS, LA 70115
0152370	30.00		EYE EXAMINERS, INC 6117 US HWY 98 STE 20 HATTIESBURG, MS 39404
0152371	96.00		SOUTHERN CARE, INC. 4700 HARDY STREET,SUITE Y MONSEY, NY 10952
0152372	20.00		SOAP & SUDS 1900 HILL STREET HATTIESBURG, MS 39402

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0152373	20.00		SOUTHFORK INVESTMENTS LLC 25 FAIR LAKE DRIVE HATTIESBURG, MS 39402
0152374	36.00		ADVANCED COLLISION OF HATTIESBURG 6368 HWY 98 WEST GULFPORT, MS 39501
0152375	92.50		COWBOY MALONEY'S ELECTRIC CITY 4700 J HARDY ST. JACKSON, MS 39202
0152376	20.00		JML MULTIMEDIA 817 CRESTVIEW DR. HATTIESBURG, MS 39401
0152377	20.00		JERRY WATTS 362 LYNN RAY ROAD PETAL, MS 39465
0152378	20.00		JERRY WATTS 362 LYNN RAY ROAD PETAL, MS 39465
0152379	30.00	4.80	OVERLOOK APARTMENTS 3610 CAMPBELL DRIVE HATTIESBURG, MS 39401
0152380	62.50		EB GAMES #4098 1000 TURTLE CREEK DRIVE SUITE 220 GRAPEVINE, TX 76051
0152381	92.50		GAMESTOP #2575 5819 HWY 49 STE 70 GRAPEVINE, TX 76051
0152382	30.00	4.20	THE BARBER STUDIO 102 N 38TH AVE STE F HATTIESBURG, MS 39401
0152383	35.00	9.70	LOS COMPADRES GROCERY 4400 HARDY ST., STE 14 & 15 HATTIESBURG, MS 39401
0152384	29.20		THE BREW KETTLE BEER & TOBACCO, LLC 6242 US HWY 98, STE 30 HATTIESBURG, MS 39402
0152385	20.00	3.00	AWA AFRICAN HAIR BRAIDING 2617 LINCOLN RD. HATTIESBURG, MS 39401

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0152386	20.00		GRATEFULL SOUL 205 MAIN ST. HATTIESBURG, MS 39401
0152387	230.00		HATTIESBURG COCA COLA BOTTLING CO 201 COC COLA AVE HATTIESBURG, MS 39402
0152389	30.00		LAMBERT, TERRY 814 S.28TH AVE. HATTIESBURG, MS 39402
0152390	30.00		THE UROLOGY CENTER, P.A. 101 ALDERSGATE CIRCLE HATTIESBURG, MS 39402
0152391	20.00		BEAUTY LAND 716 BARTUR ST. HATTIESBURG, MS 39401
0152392	20.00		STACO DECORATIVE IRON, LLC 5243 OLD HWY 11 HATTIESBURG, MS 39402
0152393	20.00		DOCTORS CARE CENTER 201 S 27TH AVE GULFPORT, MS 39505
0152394	20.00		U-NEEK VENDING 231 MCINNIS SPRINGS RD. HATTIESBURG, MS 39401
0152395	20.00		OUTBACK 98 WEST CC, LLC 6371 HWY 98, STE 10 HATTIESBURG, MS 39402
0152396	20.00	2.20	PINEBELT VAC & REPAIR 2409 W. FOURTH ST. HATTIESBURG, MS 39401
0152397	20.00		OUTBACK CAR WASH 107 WEST PARK DR. MADISON, MS 39130
0152398	20.00		DENTAL SERVICES OF SOUTH MS P.A. 2019 HARDY ST. HATTIESBURG, MS 39401
0152399	20.00	3.00	FIDELITY PROCESS 105 ST. PAUL ST. HATTIESBURG, MS 39401

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0152400	20.00		HEAVEN'S GATES MINI STORAGE 929 RICHBURG RD HATTIESBURG, MS 39402
0152401	20.00		SYLVANIA LIGHTING SERVICES CORP 100 ENDICOTT ST DANVERS, MA 01923
0152402	20.00		GREGS AUTO SALES & LEASING INC 2772 OAK GROVE ROAD HATTIESBURG, MS 39402
0152403	20.00	3.60	DAVID ALLEN GOLF SHOP 61 CLASSIC DRIVE HATTIESBURG, MS 39402
0152404	30.00	3.30	CRIMSON ELECTRICAL CONTRACTOR 21 CRESTWICK CIRCLE HATTIESBURG, MS 39404
0152407	575.00	69.10	CVS PHARMACY #3124 2507 HARDY ST WOONSOCKET, RI 02895
0152408	30.00		REGIONS BANK 110 S. 37TH AVENUE HATTIESBURG, MS 39402
0152409	45.00		REDBOX AUTOMATED RETAIL, LLC 4400 HARDY STREET (INSIDE SAVE-RITE OAKBROOK TERRACE, IL 60181
0152410	45.00		REDBOX AUTOMATED RETAIL, LLC 2800 LINCOLD ROAD (INSIDE WINN-DIXI OAKBROOK TERRACE, IL 60181
0152411	20.00		JAMES CHANNELL SALON AND SPA, LLC 310 2ND AVE HATTIESBURG, MS 39401
0152412	30.00		TERRY SERVICE INC. 500 CAMPBELL LOOP SUITE 80 RIDGELAND, MS 39158
0152413	40.00	10.25	SULLIVAN'S GROCERY #6 1224 N. MAIN ST. NEW HEBRON, MS 39140
0152414	40.00	10.25	SULLIVAN'S GROCERY #7 810 JAMES ST. NEW HEBRON, MS 39140

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0152415	657.00	316.80	KINGSPINS 709 BARTUR STREET HATTIESBURG, MS 39401
0152416	45.00		REDBOX AUTOMATED RETAIL, LLC 3910 HARDY STREET (INSIDE CVS PHARM OAKBROOK TERRACE, IL 60181
0152417	20.00		L & D PAINTING 29 SHARMONT DR. HATTIESBURG, MS 39402
0152418	20.00		STUDIO WEST HAIR SALON 6374 HWY 98 WEST STE A HATTIESBURG, MS 39402
0152419	20.00	8.20	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0152420	20.00	5.80	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0152421	20.00	3.40	CLARK ELECTRIC 188 ROY TUCKER ROAD HATTIESBURG, MS 39401
0152422	20.00	4.00	1A AWESOME BAIL BONDS 524 E 9TH ST HATTIESBURG, MS 39401
0152423	20.00		1A AWESOME BAIL BONDS 524 E 9TH ST HATTIESBURG, MS 39401
0152424	35.00	9.70	HUB CITY CLOTHING BEER & TOBACCO 616 MOBILE ST. HATTIESBURG, MS 39401
0152425	30.00		UNITED RENTALS (NORTH AMERICA), INC 5595 HWY 49 SOUTH TEMPLE TERRACE, FL 33637
0152426	200.00		HUGHES SUPPLY 103 INDUSTRIAL BLVD ARDMORE, PA 19003
0152427	32.50		PAYLESS SHOE SOURCE #203 712 BARTUR ST. TOPEKA, KS 66601

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0152428	30.00		THE ACADEMY OF KIDS 339 NORTH 25TH AVE. HATTIESBURG, MS 39401
0152429	75.00		FIVE GUYS BURGERS & FRIES 6095 US HWY 98 WEST JACKSON, MS 39211
0152430	20.00		FORREST FUNERAL HOME, LLC 1258 RICHBURG RD. HATTIESBURG, MS 39404
0152431	30.00		LAMAR ADVERTISING OF HATTIESBURG 2055 OAK GROVE RD BATON ROUGE, LA 70896
0152432	62.50	7.50	BOMBSHELL COMICS & STUFF LLC 2103 HARDY ST HATTIESBURG, MS 39401
0152433	20.00		THE DANCE PLACE 99 N 25TH AVE HATTIESBURG, MS 39401
0152434	20.00		LANE'S SOUTHERN HOME STYLE COOKING 815 IDA AVE HATTIESBURG, MS 39403
0152435	20.00	2.20	TARA JANIQUE AND THE ART LLC 4124 W 4TH ST. STE 709 HATTIESBURG, MS 39402
0152436	20.00	2.60	HUB CITY HAIR SALON 100 WEST 4TH ST. HATTIESBURG, MS 39401
0152437	20.00	17.20	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152438	20.00	14.80	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152439	20.00	12.40	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152440	20.00	10.00	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401

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0152441	20.00	7.60	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152442	20.00	5.20	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152443	20.00	2.80	DAVENPORT BODY SHOP 5238 HWY 42 HATTIESBURG, MS 39401
0152444	20.00	4.00	CLINT'S A/C & HEATING RT. 1, BOX 75/NEWHEBRON, MS PRENTISS, MS 39474
0152445	20.00	8.80	CALICO MALL 309 EAST PINE ST. HATTIESBURG, MS 39401
0152446	20.00	6.40	CALICO MALL 309 EAST PINE ST. HATTIESBURG, MS 39401
0152447	20.00	4.00	CALICO MALL 309 EAST PINE ST. HATTIESBURG, MS 39401
0152448	20.00		CALICO MALL 309 EAST PINE ST. HATTIESBURG, MS 39401

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0152125	20.00		DEAN MCCRARY KIA 609 BROADWAY DR. HATTIESBURG, MS 39401
0152127	20.00		TONY CHINA EXPRESS, INC. 3407 HARDY ST HATTIESBURG, MS 39402
0152128	20.00		GLITTZ & GLAM BOUTIQUE 6220 US HWY 49 WAYNESBORO, MS 39367
0152134	20.00		PROMISE CAREGIVERS, LLC 300 WHISPERING PINES BLVD RIDGELAND, MS 39157
0152137	.00		HARVEST WORSHIP CENTER 5317 OLD HWY 11 HATTIESBURG, MS 39402
0152138	30.00		SOUTHERN GROUP 6152 US HWY 98, STE 50 FAYETTEVILLE, AR 72703
0152157	20.00		HOLLYWOOD TOOLS AND TALENTS 614 DUKE AVE HATTIESBURG, MS 39401
0152158	20.00		BAGS & BLINGS 1000 TURTLE CREEK DR., KIOSK T32 SUGAR LAND, TX 77478
0152159	20.00		TRENDY PERFUMES 1000 TURTLE CREEK DRIVE #T-75 SUGAR LAND, TX 77478
0152173	32.50		SCRUBS N MORE, INC. 4607 HARDY ST. HATTIESBURG, MS 39402
0152178	60.00		LEO'S CUBAN KITCHEN, LLC 124 GRAND DR STE 1000 HATTIESBURG, MS 39402
0152183	.00		NEW YORK LIFE INSURANCE COMPANY 132 MAYFAIR RD STE 3 HATTIESBURG, MS 39402
0152186	20.00		WOOLWINE AUTOPLEX DETAIL SHOP 1508 WEST PINE STREET HATTIESBURG, MS 39401

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0152187	30.00		RAANES CAPITAL ADVISORS, LLC 22 MILLBRANCH ROAD, STE 500 HATTIESBURG, MS 39402
0152188	20.00		SPRINT/UNITED CELLULAR, INC. 3901 HARDY ST. STE 30 GRAPEVINE, TX 76051
0152204	20.00		WEENIE KING 2427 W 4TH ST. HATTIESBURG, MS 39401
0152214	.00		MISSISSIPPI CHILDREN'S HOME SERVICE 105 ASBURY CIRCLE, STE A JACKSON, MS 39215
0152218	20.00		99 CENT FASHION 6096 HWY 98 W HATTIESBURG, MS 39402
0152228	20.00		THE CAR HUB, LLC 1305 WEST PINE STREET HATTIESBURG, MS 39401
0152230	335.00		VISION 20 BROADACRES DR HATTIESBURG, MS 39404
0152231	250.00		MISSISSIPPI DELTA SHOWS, LLC 1000 TURTLE CREEK DRIVE LUMBERTON, MS 39455
0152236	35.00		EDO SUSHI ASIAN RESTAURANT, INC. 6414 HWY 98 W STE 150 HATTIESBURG, MS 39402
0152238	30.00		TOTAL KIDS ZONE LLC 6054 U S HWY 49 HATTIESBURG, MS 39401
0152243	20.00		JED'S PERFECT ENDURANCE BIKES LLC 37 KING ROAD HATTIESBURG, MS 39402
0152245	20.00		ASIAGO 6565 HWY 98 W STE 120 HATTIESBURG, MS 39402
0152247	20.00		CASABELLA'S SLEEPSTORE 6142 HWY 98 STE 30 HATTIESBURG, MS 39402

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New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152277	20.00		HATTIESBURG SELF STORAGE 618 CAMPBELL LOOP PLACENTIA, CA 92870
0152285	20.00		THE GW SALON OF HATTIESBURG 5215 OLD HWY 11 STE 82 HATTIESBURG, MS 39402
0152297	20.00		CLAIRE'S #6089 1000 TURTLE CREEK DR #50 PEMBROKE PINES, FL 33027
0152316	30.00		MSB CONSTRUCTION, LLC 4908 HARDY STREET (TACO BELL) JACKSON, TN 38305
0152317	65.00		CIRCLE K STORE #2723385 7060 HWY 49 NORTH PENSACOLA, FL 32502
0152318	65.00		CIRCLE K STORE #2723845 103 CAMPBELL LOOP PENSACOLA, FL 32502
0152319	65.00		CIRCLE K STORE #2723395 4050 U S HWY 11 PENSACOLA, FL 32502
0152320	55.00		CIRCLE K STORE #2723399 4904 HARDY ST PENSACOLA, FL 32502
0152321	30.00		SUBWAY #2723395 4050 U S HWY 11 PENSACOLA, FL 32502
0152322	30.00		SUBWAY #2723399 4904 HARDY ST PENSACOLA, FL 32502
0152327	30.00		DUFF AMUSEMENT CO. INC 5194 HWY 49 SOUTH HATTIESBURG, MS 39401
0152388	20.00		EHN MERCHANDISING, LLC 1151 RICHBURG RD. HATTIESBURG, MS 39402
0152405	.00		IGLESIA PROFETICA DE DIOS FUENTE DE 5224 OLD HWY 42 SUITE 2 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2015

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0152406	20.00		A & A PRIMARY CARE SERVICES, LLC 134 JERVIS MIMS RD. HATTIESBURG, MS 39401
40	1,572.50	.00	

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	**Council - Ward 2**	**Council - Ward 3**	**Council - Ward 4**	**Council - Ward 5**
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

November 10, 2015

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of August, 2015. The breakdown for this month's collection is as follows:

New Licenses	$ 1,572.500
Renewed Licenses	$ 14,370.20
Penalties	$ 1,347.32

The grand total collected for October was $17,290.02
Respectfully,

Kermas Eaton
City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2015-2260

File ID: 2015-2260 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/09/2015

Brief Title: Claims Docket **Final Action:**

Minute Book Number: MB2015-342

Title:

Approve claims docket for the period ending November 13, 2015.

Notes:

Sponsors: **Enactment Date:**

Attachments: 11-17-15 CLAIMS DOCKET, ADDENDUM TO THE 11-17-15 CLAIMS DOCKET, ADDENDUM PART 2 TO THE 11-17-15 CLAIMS DOCKET **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/17/2015					

Text of Legislative File 2015-2260

Title

Approve claims docket for the period ending November 13, 2015.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADVANCE AUTO PARTS	560453067346	00156348	15000663	RESCUE TOOLS FIRE DEPT	11/13/15	247934	524.01-
ADVANCE AUTO PARTS							
Sum							524.01-
00001 AIRGAS USA LLC (NORDAN S	9045157394	00156549	15000810	COVERALL SANIT DEPT	11/13/15	247936	145.00-
AIRGAS USA LLC (NORDAN S							
Sum							145.00-
00001 AIRPORT LIGHTING CO	38438	00156211	15000786	ELEC SUPP AIRPT PAPI LIGHTS	11/13/15	247937	791.36-
AIRPORT LIGHTING CO							
Sum							791.36-
00001 ALLBRITTON CHAIN SAW & L	41602	00156403	15000667	SAW REPAIR STREET DEPT	11/13/15	247941	76.37-
ALLBRITTON CHAIN SAW & L							
Sum							76.37-
00001 AMERICAN CONCRETE PRODUC	63634	00156461	15000652	BRICKS FOR SHOP PROJECT	11/13/15	247942	521.60-
00001 AMERICAN CONCRETE PRODUC	63635	00156467	15000664	MORTAR MIX SHOP PROJECT	11/13/15	247942	61.20-
AMERICAN CONCRETE PRODUC							
Sum							582.80-
00001 ANOINTED HANDS SERVICES,	1611	00156551	15000674	SERV 11/15 EMP MED CLINIC	11/13/15	247945	280.00-
ANOINTED HANDS SERVICES,							
Sum							280.00-
00001 ARNOLD LINE WATER ASSN I	2145 10/19/1	00020162	15000657	SERV 9/21-10/19/15 #8 FIRE STA	11/13/15	247947	26.00-
ARNOLD LINE WATER ASSN I							
Sum							26.00-
00001 AT&T	601M23905500	00020162	15000669	VEHICLE LOC 10/28-11/27 POLICE	11/13/15	247948	202.00-
AT&T							
Sum							202.00-
00001 AT&T CAPITAL SERVICES	2970545 11/0	00156718	15000820	INTERACT SOFTWARE POLICE	11/13/15	247949	12,556.56-
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AUTO ARMATURE SERVICE IN	00852	00155535	15000640	BATTERY U#15922 CONSTR	11/13/15	247950	141.95-
00001 AUTO ARMATURE SERVICE IN	01594	00156332	15000705	BATTERY U#18314 POLICE	11/13/15	247950	163.95-
00001 AUTO ARMATURE SERVICE IN	01606	00156451	15000748	BATTERIES U#17704/17742	11/13/15	247950	292.90-
00001 AUTO ARMATURE SERVICE IN	00635	00155291	15000765	BATTERY U#9609 STREET	11/13/15	247950	117.95-
AUTO ARMATURE SERVICE IN							
Sum							716.75-
00001 AUTOMOTIVE GLASS SPECIAL	I154688	00155707	15000678	WINDSHIELD REPR U#18315	11/13/15	247951	50.00-

00001	AUTOMOTIVE GLASS SPECIAL	I155056	00152990	15000812	WINDSHIELD U#19704 POLICE	11/13/15	247951	295.00-
AUTOMOTIVE GLASS SPECIAL								
Sum								345.00-
00001	BATTERY WORLD	BH-43922	00155524	15000614	ALARM BATTERIES #8 FIRE STA	11/13/15	247954	59.90-
BATTERY WORLD								
Sum								59.90-
00001	BIG 10 TIRE COMPANY INC	003-14615	00153984	15000658	BRAKE PADS POLICE STOCK	11/13/15	247955	500.00-
BIG 10 TIRE COMPANY INC								
Sum								500.00-
00001	BIGGS, INGRAM & SOLOP, P	22517	00156687	15000804	SRV 8/31-9/4/15 WASTEWTR FACL	11/13/15	247956	11,077.41-
00001	BIGGS, INGRAM & SOLOP, P	22572	00156687	15000805	SRVS 9/30-10/8/15 WASTEWTR	11/13/15	247956	1,102.00-
00001	BIGGS, INGRAM & SOLOP, P	22706	00156687	15000806	SRV 10/31-11/6/15 WASTEWTR	11/13/15	247956	203.00-
BIGGS, INGRAM & SOLOP, P								
Sum								12,382.41-
00001	BODY TECH INC	0377	00156464	15000650	TOWING U#22 POLICE	11/13/15	247957	70.00-
00001	BODY TECH INC	0382	00156504	15000680	TOWING U#1306 STREET	11/13/15	247957	140.00-
BODY TECH INC								
Sum								210.00-
00001	BRACKMAN SERVICE CO	2936	00154477	15000626	REPR PTS U#19292 STREET	11/13/15	247961	444.10-
BRACKMAN SERVICE CO								
Sum								444.10-
00001	BRAND IT, LLC	647	00156420	15000679	COVERALLS P/F ACDMY STAFF	11/13/15	247963	387.40-
BRAND IT, LLC								
Sum								387.40-
00001	C SPIRE (MEGAGATE)	205876-00 10	00156720	15000819	INET/NETWORK 11/15 INFO TECH	11/13/15	247968	14,382.40-
C SPIRE (MEGAGATE)								
Sum								14,382.40-
00001	CANON FINANCIAL SERVICES	4017467593	00156683	15000800	COPIER MAINT PURCHASING	11/13/15	247971	47.53-
CANON FINANCIAL SERVICES								
Sum								47.53-
00001	CARQUEST AUTO PARTS STOR	14758-58999	00156245	15000599	RADIATOR U#17571 POLICE	11/13/15	247972	179.34-
00001	CARQUEST AUTO PARTS STOR	14758-59001	00156245	15000600	REPR PTS U#17321 POLICE	11/13/15	247972	56.91-
00001	CARQUEST AUTO PARTS STOR	14758-59002	00156245	15000601	REPR PTS U#19071 POLICE	11/13/15	247972	211.36-
00001	CARQUEST AUTO PARTS STOR	14758-59003	00156245	15000602	REPR PTS POLICE UNIT	11/13/15	247972	174.98-
00001	CARQUEST AUTO PARTS STOR	14758-59004	00156245	15000603	REPR PTS U#19071 POLICE	11/13/15	247972	63.36-
00001	CARQUEST AUTO PARTS STOR	14758-59094	00156284	15000747	REPR PTS U#15212 POLICE	11/13/15	247972	56.40-
CARQUEST AUTO PARTS STOR								
Sum								742.35-
00001	CERTIFIED LABORATORIES	2058975	00155554	15000636	PREMALUBE PUB WORKS TRUCKS	11/13/15	247974	1,500.00-
00001	CERTIFIED LABORATORIES	2065329	00155642	15000668	LUBRICANTS SANIT UNITS	11/13/15	247974	696.00-

CERTIFIED LABORATORIES								
Sum								2,196.00-
00001	CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201696	15000818	TRF 1ST 11/15 PAYROLL	11/10/15	110326	918,867.33-
								---------------
CITY OF HATTIESBURG FUND								
Sum								918,867.33-
00001	COMCAST CABLEVISION OF H	095777456110	00156463	15000649	CONVERTER BOX POLICE ADM	11/13/15	247981	13.41-
00001	COMCAST CABLEVISION OF H	095776209390	00156546	15000702	CABLE FOR EMP MED CLINIC	11/13/15	247981	124.02-
00001	COMCAST CABLEVISION OF H	095777456450	00156644	15000770	CABLE SERV SANIT DEPT	11/13/15	247981	23.47-
00001	COMCAST CABLEVISION OF H	095777456130	00156644	15000771	CABLE SERVICE PUBLIC WORKS	11/13/15	247981	10.05-
								---------------
COMCAST CABLEVISION OF H								
Sum								170.95-
00001	COMMERCIAL STATIONERY CO	380625-0	00156465	15000708	OFFICE SUPP P/F ACADEMY	11/13/15	247982	890.48-
00001	COMMERCIAL STATIONERY CO	378398-0	00155079	15000749	JANIT SUPP P/F ACADEMY	11/13/15	247982	103.06-
00001	COMMERCIAL STATIONERY CO	378398-1	00155079	15000750	JANIT SUPP P/F ACADEMY	11/13/15	247982	62.37-
								---------------
COMMERCIAL STATIONERY CO								
Sum								1,055.91-
00001	CUSTOM PRODUCTS CORP	266847	00155414	15000762	VARI SIGNS TRAFFIC DEPT	11/13/15	247989	399.98-
								---------------
CUSTOM PRODUCTS CORP								
Sum								399.98-
00001	D P S CRIME LAB	90034872	00156701	15000809	FIRE SCENE EVIDENCE ANALYSIS	11/13/15	247991	50.00-
00001	D P S CRIME LAB	90034873	00156750	15000836	ANLYTICAL SERVS 11/15 POLICE	11/13/15	247991	150.00-
								---------------
D P S CRIME LAB								
Sum								200.00-
00001	ECONOMY SUPPLY CO	241450	00156534	15000681	SUPP NEW ENGR DEPT CABINETS	11/13/15	247997	38.32-
00001	ECONOMY SUPPLY CO	241376	00156404	15000684	MAILBOXES/POSTS	11/13/15	247997	194.50-
00001	ECONOMY SUPPLY CO	241463	00155895	15000689	OPER MATLS AIRPORT	11/13/15	247997	50.00-
00001	ECONOMY SUPPLY CO	240549	00156098	15000769	CABINET BLDG MATLS EMER TRLR	11/13/15	247997	791.07-
00001	ECONOMY SUPPLY CO	241546	00156632	15000783	BLDG SUPP ENGR DEPT KITCHEN	11/13/15	247997	44.50-
								---------------
ECONOMY SUPPLY CO								
Sum								1,118.39-
00001	EQUIFAX INFORMATION SERV	9379555 11/0	00156543	15000706	ONLINE SERVS DETECTIVES	11/13/15	248001	211.96-
								---------------
EQUIFAX INFORMATION SERV								
Sum								211.96-
00001	FAIRLEY, BILLY RAY	284824	00156468	15000766	BLD HOLDING TANK/CLEAN UP	11/13/15	248004	850.00-
								---------------
FAIRLEY, BILLY RAY								
Sum								850.00-
00001	FARRELL-CALHOUN	12205	00156337	15000635	PAINT SUPP ENGR DEPT CABINETS	11/13/15	248005	105.39-
00001	FARRELL-CALHOUN	12002	00155799	15000672	PAINT SUPP 1ST FLR CONF ROOM	11/13/15	248005	44.00-
								---------------
FARRELL-CALHOUN								
Sum								149.39-
00001	FARRIS, JONATHAN M ATTOR	20220	00156685	15000798	PRO TEMP JUDGE 4/14-9/30/15	11/13/15	248006	6,278.00-
								---------------
FARRIS, JONATHAN M ATTOR								

Sum								6,278.00-
00001	FASTENAL COMPANY	MSHAT184935	00155478	15000641	OPER SUPP PUBLIC WORKS	11/13/15	248007	920.40-
FASTENAL COMPANY								
Sum								920.40-
00001	FEDEX OFFICE AND PRINT S	5-183-20234	00156584	15000712	SHIP EQUIP FOR REPR ENGR DEPT	11/13/15	248008	95.70-
00001	FEDEX OFFICE AND PRINT S	5-198-19421	00156584	15000713	SERV 10/12/15 ENGR DEPT	11/13/15	248008	15.47-
00001	FEDEX OFFICE AND PRINT S	5-175-92471	00156584	15000714	SERV 9/28/15 ENGR DEPT	11/13/15	248008	12.83-
FEDEX OFFICE AND PRINT S								
Sum								124.00-
00001	FERRARA FIRE APPARATUS I	JC108837	00156659	15000831	FIRE APPARATUS MODIFICATIONS	11/13/15	248009	1,554.00-
FERRARA FIRE APPARATUS I								
Sum								1,554.00-
00001	FORERUNNER TECHNOLOGIES,	INV183597	00156242	15000740	PHONE/PAGING SYSTEMS MAINT	11/13/15	248010	7,440.00-
FORERUNNER TECHNOLOGIES,								
Sum								7,440.00-
00001	FORREST COUNTY REPUBLICA	DAMAGE DEP R	00201689	15000795	DAMAGE DEPOSIT REFUND	11/13/15	248011	100.00-
FORREST COUNTY REPUBLICA								
Sum								100.00-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 1	00156450	15000595	EAP CHARGE 11/15	11/13/15	248012	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP4	00156529	15000704	FUEL CHGS 10/19-25/15 POLICE	11/13/15	248013	58.81-
00001	FUELMAN OF MS	BG127044 NP4	00156671	15000754	FUEL CHGS 10/30-31/15 FIRE	11/13/15	248013	149.82-
00001	FUELMAN OF MS	BG127044 NP4	00156642	15000763	FUEL CHG MCKINLEY 10/23/15	11/13/15	248013	28.81-
FUELMAN OF MS								
Sum								237.44-
00001	G & K SERVICES	1035658140	00156408	15000621	MATS 10/26 TRAFFIC	11/13/15	248020	6.40-
00001	G & K SERVICES	1035658143	00156408	15000622	MATS 10/26 CITY BARN	11/13/15	248020	24.80-
00001	G & K SERVICES	1035658142	00156408	15000623	MATS 10/26 PUBLIC WORKS	11/13/15	248020	16.65-
00001	G & K SERVICES	1035658146	00156408	15000624	MATS 10/26 AIRPORT	11/13/15	248020	4.70-
00001	G & K SERVICES	1035658185	00156411	15000627	UNIFORMS 10/26 STREET	11/13/15	248020	70.20-
00001	G & K SERVICES	1035658178	00156411	15000628	UNIFORMS 10/26 PUBLIC WORKS	11/13/15	248020	19.50-
00001	G & K SERVICES	1035658194	00156411	15000629	UNIFORMS 10/26 PUBLIC WORKS	11/13/15	248020	81.54-
00001	G & K SERVICES	1035658183	00156411	15000630	UNIFORMS 10/26 SHOP	11/13/15	248020	50.70-
00001	G & K SERVICES	1035658180	00156411	15000631	UNIFORMS 10/26 TRAFFIC	11/13/15	248020	32.26-
00001	G & K SERVICES	1035658181	00156411	15000632	UNIFORMS 10/26 CONSTR	11/13/15	248020	54.78-
00001	G & K SERVICES	1035658182	00156411	15000633	UNIFORMS 10/26 SANIT	11/13/15	248020	153.35-
00001	G & K SERVICES	1035658186	00156411	15000634	UNIFORMS 10/26 HEALTH	11/13/15	248020	35.28-
00001	G & K SERVICES	1035652140	00156515	15000690	UNIFORMS 10/06 CEM/FORESTRY	11/13/15	248020	55.31-
00001	G & K SERVICES	1035654349	00156515	15000691	UNIFORMS 10/13 CEM/FORESTRY	11/13/15	248020	55.31-
00001	G & K SERVICES	1035656555	00156515	15000692	UNIFORMS 10/20 CEM/FORESTRY	11/13/15	248020	55.31-
00001	G & K SERVICES	1035658170	00156515	15000693	UNIFORMS 10/26 CEM/FORESTRY	11/13/15	248020	55.31-
00001	G & K SERVICES	1035652160	00156515	15000694	MOP/MAT 10/06 CEM/FORESTRY	11/13/15	248020	22.70-
00001	G & K SERVICES	1035654369	00156515	15000695	MOP/MAT 10/13 CEM/FORESTRY	11/13/15	248020	22.70-
00001	G & K SERVICES	1035656574	00156515	15000696	MOP/MAT 10/20 CEM/FORESTRY	11/13/15	248020	22.70-

00001 G & K SERVICES	1035658138	00156515 15000697 MOP/MAT 10/26 CEM/FORESTRY	11/13/15	248020	22.70-
00001 G & K SERVICES	1035660345	00156530 15000722 UNIFORMS 11/02 TRAFFIC	11/13/15	248020	6.40-
00001 G & K SERVICES	1035660389	00156530 15000723 UNIFORMS 11/02 STREETS	11/13/15	248020	70.20-
00001 G & K SERVICES	1035660388	00156530 15000724 UNIFORMS 11/02 PUBLIC WORKS	11/13/15	248020	77.64-
00001 G & K SERVICES	1035660382	00156530 15000725 UNIFORMS 11/02 PUBLIC WORKS	11/13/15	248020	19.50-
00001 G & K SERVICES	1035660387	00156530 15000726 UNIFORMS 11/02 SHOP	11/13/15	248020	50.70-
00001 G & K SERVICES	1035660348	00156530 15000727 MOP/MAT 11/02 CITY BARN	11/13/15	248020	24.80-
00001 G & K SERVICES	1035660384	00156530 15000728 UNIFORMS 11/02 TRAFFIC	11/13/15	248020	31.20-
00001 G & K SERVICES	1035660385	00156530 15000729 UNIFORMS 11/02 CONSTR	11/13/15	248020	54.88-
00001 G & K SERVICES	1035660386	00156530 15000730 UNIFORMS 11/02 SANIT	11/13/15	248020	151.40-
00001 G & K SERVICES	1035660347	00156530 15000731 MOP/MAT 11/02 PUBLIC WORKS	11/13/15	248020	16.65-
00001 G & K SERVICES	1035660390	00156530 15000732 UNIFORMS 11/02 HEALTH	11/13/15	248020	35.28-
00001 G & K SERVICES	1035660351	00156530 15000733 MOP/MAT 11/02 AIRPORT	11/13/15	248020	4.70-
00001 G & K SERVICES	1035656575	00156740 15000832 MATS 10/20 TRAFFIC	11/13/15	248020	6.40-
00001 G & K SERVICES	1035656580	00156740 15000833 MATS 10/20 CITY BARN	11/13/15	248020	24.80-
00001 G & K SERVICES	1035656579	00156740 15000834 MATS 10/20 PUBLIC WORKS	11/13/15	248020	16.65-
00001 G & K SERVICES	1035656581	00156740 15000835 MATS 10/20 AIRPORT	11/13/15	248020	4.70-
G & K SERVICES					
Sum					1,458.10-
00001 GARNER LUMLEY ELECTRIC S	518403	00156519 15000775 ELEC CORD SUPP P/F ACADEMY	11/13/15	248021	171.60-
GARNER LUMLEY ELECTRIC S					
Sum					171.60-
00001 GMC DISTRIBUTORS (FORMER	133007	00156728 15000823 DRINKING WATER POLICE DEPT	11/13/15	248025	221.95-
GMC DISTRIBUTORS (FORMER					
Sum					221.95-
00001 GREEN, WALTER	TRAVEL RIEMB	00156650 15000753 EXPNS FIRE TRAINING CLASSES	11/13/15	248027	37.77-
GREEN, WALTER					
Sum					37.77-
00001 GULF COAST OFFICE PRODUC	24368-0	00156239 15000637 JANIT SUPP GO&FS	11/13/15	248030	170.98-
00001 GULF COAST OFFICE PRODUC	24053-0	00155076 15000777 COPY PAPER LAND CODE DEV	11/13/15	248030	319.00-
00001 GULF COAST OFFICE PRODUC	24052-0	00155076 15000778 OFFICE SUPP LAND CODE DEV	11/13/15	248030	910.22-
GULF COAST OFFICE PRODUC					
Sum					1,400.20-
00001 H'BURG COCA COLA BOTTLIN	1097204417	00156392 15000772 BOTTLED WATER COUNCIL OFFICE	11/13/15	248032	45.50-
H'BURG COCA COLA BOTTLIN					
Sum					45.50-
00001 H'BURG HYDRAULICS INC	61849	00155821 15000665 REPR PTS VARI STREET UNITS	11/13/15	248033	339.00-
00001 H'BURG HYDRAULICS INC	61917	00155821 15000666 REPR PTS VARI STREET UNITS	11/13/15	248033	143.11-
00001 H'BURG HYDRAULICS INC	62242	00156513 15000828 REPR PTS U#16010 CEMETERY	11/13/15	248033	100.52-
H'BURG HYDRAULICS INC					
Sum					582.63-
00001 H'BURG PAINT AND DECORAT	WO154820	00155074 15000683 PAINT ENGR BATH/KITCHEN RENOV	11/13/15	248034	939.70-
H'BURG PAINT AND DECORAT					
Sum					939.70-

00001	HATTIESBURG CLASS OF 195	DAMAGE DEP R	00201689	15000794	DAMAGE DEPOSIT REFUND	11/13/15	248038	300.00-
HATTIESBURG CLASS OF 195								
Sum								300.00-
00001	HOL-MAC CORPORATION	330303	00155121	15000656	CHASSIS U#14408 KNUCKLEBOOM	11/13/15	248042	4,980.00-
HOL-MAC CORPORATION								
Sum								4,980.00-
00001	HOLLAND VETERINARY HOSPI	3054 263723	00155581	15000596	DOG FOOD POLICE K-9	11/13/15	248043	498.00-
HOLLAND VETERINARY HOSPI								
Sum								498.00-
00001	HUGHES SUPPLY	S146553148.0	00156224	15000617	PLUMB SUPP #6 FIRE STA	11/13/15	248045	23.98-
00001	HUGHES SUPPLY	S146631483.0	00156532	15000682	SINK FAUCET ENGR DEPT	11/13/15	248045	62.50-
00001	HUGHES SUPPLY	S146541469.0	00156189	15000774	PLUMB SUPP 3RD FLR RESTROOM	11/13/15	248045	48.62-
HUGHES SUPPLY								
Sum								135.10-
00001	IGNATIEV, ALEXANDER ATTO	1018	00156491	15000673	SRV 8/19-10/12 DYNASTY HAIR	11/13/15	248047	1,650.00-
IGNATIEV, ALEXANDER ATTO								
Sum								1,650.00-
00001	IMG COLLEGE LLC	4410163	00156673	15000739	MARKETING/ADVERTISING AGRMNT	11/13/15	248048	27,562.50-
IMG COLLEGE LLC								
Sum								27,562.50-
00001	INDOFF INC	2705306	00156209	15000610	PRINTER SUPP FIRE DEPT	11/13/15	248049	127.96-
00001	INDOFF INC	2705638	00156261	15000620	OFFICE SUPP TRAFFIC	11/13/15	248049	95.95-
00001	INDOFF INC	2711186	00156489	15000776	JANIT SUPP FIRE DEPT	11/13/15	248049	840.51-
00001	INDOFF INC	2711180	00156492	15000787	OFFICE SUPP CEMETERY	11/13/15	248049	186.42-
00001	INDOFF INC	2711201	00156505	15000814	OFFICE SUPP FIRE DEPT	11/13/15	248049	179.94-
INDOFF INC								
Sum								1,430.78-
00001	INGRAM EQUIPMENT CO LLC	37177A-IN	00156485	15000817	REPR PTS U#13982/18907	11/13/15	248050	2,911.78-
INGRAM EQUIPMENT CO LLC								
Sum								2,911.78-
00001	INTL SOCIETY OF ARBORICU	2016 MBRSHP	00156435	15000643	2016 MBRSHP DUES PARKER	11/13/15	248051	160.00-
INTL SOCIETY OF ARBORICU								
Sum								160.00-
00001	IRBY, STUART C CO	S009254905.0	00156393	15000685	ELEC SUPP CONSTR STOCK	11/13/15	248052	190.20-
00001	IRBY, STUART C CO	S009121581.0	00154449	15000686	LIGHT GLOBE STORM 8/8/15	11/13/15	248052	350.00-
00001	IRBY, STUART C CO	S009121580.0	00154449	15000698	LIGHT GLOBE STORM 8/8/15	11/13/15	248052	4,153.00-
00001	IRBY, STUART C CO	S009218318.0	00155865	15000801	ELEC SUPP C HALL EMP BREAKRM	11/13/15	248052	9.26-
00001	IRBY, STUART C CO	S009218318.0	00155865	15000802	ELEC SUPP C HALL EMP BREAKRM	11/13/15	248052	12.00-
00001	IRBY, STUART C CO	S009218318.0	00155865	15000803	ELEC SUPP C HALL EMP BREAKRM	11/13/15	248052	84.90-
IRBY, STUART C CO								
Sum								4,799.36-
00001	JACKSON BOWMAN & ARRINGT	58171	00156637	15000784	SERVS LINCOLN ROAD INVESTMNTS	11/13/15	248053	330.00-

JACKSON BOWMAN & ARRINGT								
Sum								330.00-
00001	JORDAN, DARRYL	TRAV ADVANCE	00156542	15000710	TRAV ADV FIRE INSPECT SCHOOL	11/13/15	248061	464.45-
JORDAN, DARRYL								
Sum								464.45-
00001	K & K TRUCK-TRAILER PART	62738	00156204	15000779	UTILITY TRAILER WHEELS	11/13/15	248062	312.00-
00001	K & K TRUCK-TRAILER PART	62737	00156222	15000780	REPR PTS STREET DEPT	11/13/15	248062	660.00-
K & K TRUCK-TRAILER PART								
Sum								972.00-
00001	KILLINGSWORTH, CHARLIE	TRAV ADVANCE	00156526	15000676	TRAV ADV ANALYTICAL MEETING	11/13/15	248066	459.90-
KILLINGSWORTH, CHARLIE								
Sum								459.90-
00001	LARD OIL COMPANY	0743152-IN	00155700	15000612	MOTOR OIL FIRE MECHANIC SHOP	11/13/15	248069	3,388.45-
LARD OIL COMPANY								
Sum								3,388.45-
00001	LEXISNEXIS MATTHEW BENDE	76384721	00156407	15000607	SUBSCRIPT MS CRIMINAL LAW	11/13/15	248072	69.08-
LEXISNEXIS MATTHEW BENDE								
Sum								69.08-
00001	LINEBARGER GOGGAN BLAIR	10/30/2015	00201691	15000788	POLICE FINES COLL.FEE	11/13/15	248073	112.63-
LINEBARGER GOGGAN BLAIR								
Sum								112.63-
00001	LOWE'S OF HATTIESBURG IN	909042	00156030	15000605	STORAGE TOTES P/F ACADEMY	11/13/15	248076	113.96-
00001	LOWE'S OF HATTIESBURG IN	96794	00155881	15000611	BATH ACCESSORIES #8 FIRE	11/13/15	248076	56.96-
00001	LOWE'S OF HATTIESBURG IN	953423	00156236	15000618	PLUMB SUPP #6 FIRE STA	11/13/15	248076	75.96-
00001	LOWE'S OF HATTIESBURG IN	967956	00155922	15000638	HAND TOOLS CONSTR DEPT	11/13/15	248076	2,285.15-
00001	LOWE'S OF HATTIESBURG IN	967999	00155922	15000639	HAND TOOLS CONSTR DEPT	11/13/15	248076	8.52-
00001	LOWE'S OF HATTIESBURG IN	967998	00155922	15000645	CREDIT	11/13/15	248076	12.78
LOWE'S OF HATTIESBURG IN								
Sum								2,527.77-
00001	MARVIN'S INC	15476457-422	00155713	15000598	POWER POLE/METER LAKEVW RANGE	11/13/15	248077	459.70-
00001	MARVIN'S INC	15477935-422	00156168	15000642	SHEATHING CEMETERY/FORESTRY	11/13/15	248077	60.08-
MARVIN'S INC								
Sum								519.78-
00001	MCCAIN UNIFORMS	324026-1	00155862	15000746	MENS BOOTS POLICE STOCK	11/13/15	248080	373.92-
00001	MCCAIN UNIFORMS	323721-1	00154783	15000755	UNIFORM DRESS COAT FIRE DEPT	11/13/15	248080	238.40-
00001	MCCAIN UNIFORMS	323697-1	00155753	15000756	RED CAPS FIRE RECRUITS	11/13/15	248080	680.00-
MCCAIN UNIFORMS								
Sum								1,292.32-
00001	MCLEMORE, BRANDON	TRAV ADVANCE	00156522	15000677	TRAV ADV ANALYTICAL MEETING	11/13/15	248082	459.90-
MCLEMORE, BRANDON								
Sum								459.90-

00001	MCMULLAN EQUIPMENT CO	364072	00156206	15000619	DAMAGE REPR U#18489 FIRE DEPT	11/13/15	248084	812.00-
00001	MCMULLAN EQUIPMENT CO	162170P	00155783	15000659	REPR PTS POLICE STOCK	11/13/15	248084	53.71-
00001	MCMULLAN EQUIPMENT CO	162171P	00155783	15000660	REPR PTS POLICE STOCK	11/13/15	248084	378.00-
MCMULLAN EQUIPMENT CO								
Sum								1,243.71-
00001	METRO CRIMESTOPPERS INC	110215	00201671	15000584	CITY COURT COSTS 10/15	11/02/15	110316	879.99-
METRO CRIMESTOPPERS INC								
Sum								879.99-
00001	MID SOUTH UNIFORM & SUPP	537929	00154969	15000648	HELMETS FOR ENTRY TEAM	11/13/15	248085	6,763.20-
MID SOUTH UNIFORM & SUPP								
Sum								6,763.20-
00001	MISSISSIPPI AG COMPANY,	W65346	00156638	15000781	REPRS U#16201 STREET	11/13/15	248104	981.75-
MISSISSIPPI AG COMPANY,								
Sum								981.75-
00001	MOLLY MAID	SERV 11/15 C	00156578	15000717	SERV 11/15 HIGHLND CEMETERY	11/13/15	248105	245.00-
MOLLY MAID								
Sum								245.00-
00001	MOORE MEDICAL	98852450 I	00156352	15000751	MEDICAL SUPP P/F ACADEMY	11/13/15	248106	219.54-
MOORE MEDICAL								
Sum								219.54-
00001	MORPHOTRUST USA	10816	00156710	15000825	FINGERPRINT MACH MAINT POLICE	11/13/15	248108	6,433.00-
MORPHOTRUST USA								
Sum								6,433.00-
00001	MS ASSN GOVT PURCH/PROP	2016 MBRSHP	00156633	15000741	2016 MBRSHP PERKINS	11/13/15	248109	35.00-
00001	MS ASSN GOVT PURCH/PROP	2016 MBRSHP	00156633	15000742	2016 MBRSHP UNDERWOOD	11/13/15	248109	35.00-
00001	MS ASSN GOVT PURCH/PROP	2016 MBRSHP	00156633	15000743	2016 MBRSHP LONDON	11/13/15	248109	35.00-
00001	MS ASSN GOVT PURCH/PROP	REG UNDERWOO	00156721	15000822	REG UNDERWOOD MEET MERIDIAN	11/13/15	248109	20.00-
MS ASSN GOVT PURCH/PROP								
Sum								125.00-
00001	MS ASSN OF CHIEFS OF POL	PARKER/MISEN	00156726	15000826	REG PARKER/MISENHELTER-OXFOR	11/13/15	248110	650.00-
MS ASSN OF CHIEFS OF POL								
Sum								650.00-
00001	MS ASSN OF CODE ENFORCEM	REG MCKINLEY	00156470	15000654	REG MCKINLEY MACE CNF CORINTH	11/13/15	248111	50.00-
MS ASSN OF CODE ENFORCEM								
Sum								50.00-
00001	MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00156639	15000758	ASBESTOS CERTIF KIDD	11/13/15	248113	200.00-
00001	MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00156639	15000759	ASBESTOS CERTIF JORDAN	11/13/15	248113	200.00-
00001	MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00156639	15000760	ASBESTOS CERTIF HALL	11/13/15	248113	200.00-
00001	MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00156639	15000761	ASBESTOS CERTIF RUSSELL	11/13/15	248113	200.00-
MS DEPARTMENT OF ENVIRON								
Sum								800.00-

00001	MS FIRE CHIEFS ASSN	2016 MBRSHP	00156484	15000651	2016 MBRSHP CHIEF OFFICERS	11/13/15	248114	270.00-
MS FIRE CHIEFS ASSN								
Sum								270.00-
00001	MS MUNICIPAL COURT CLERK	2015/2016 DU	00156684	15000799	2015/16 DUES COURT CLERKS	11/13/15	248115	170.00-
MS MUNICIPAL COURT CLERK								
Sum								170.00-
00001	MS MUNICIPAL LIABILITY P	6794	00156527	15000675	LIABILITY COVERAGE 2016	11/13/15	248116	435,387.00-
MS MUNICIPAL LIABILITY P								
Sum								435,387.00-
00001	MS POWER COMPANY	11/15 GENERA	00020163	15000790	MNTHLY ELEC-GENERAL	11/13/15	248117	6,501.93-
MS POWER COMPANY								
Sum								6,501.93-
00001	MS STATE/EMP SECURITY CO	9200131000 G	00156575	15000699	UNEMP CLAIMS 3RD QTR 2015	11/13/15	248119	7,748.10-
MS STATE/EMP SECURITY CO								
Sum								7,748.10-
00001	MS STATE/TREASURER/FINAN	10/15	00201672	15000589		11/03/15	110321	145,618.28-
MS STATE/TREASURER/FINAN								
Sum								145,618.28-
00001	MS URBAN FOREST COUNCIL	2016 MBRSHP	00156433	15000644	2016 MBRSHP DUES PARKER	11/13/15	248120	100.00-
MS URBAN FOREST COUNCIL								
Sum								100.00-
00001	N & H ELECTRONIC DISTRIB	151198	00156273	15000606	SOUND SYS CABLE ASSEMBLY ROOM	11/13/15	248122	67.00-
N & H ELECTRONIC DISTRIB								
Sum								67.00-
00001	NADA APPRAISAL GUIDES	000536395	00156434	15000671	USED CAR GUIDE RNWL LOSS CTRL	11/13/15	248123	105.00-
NADA APPRAISAL GUIDES								
Sum								105.00-
00001	NATL RIFLE ASSN SALES OF	CD-001	00156587	15000709	RECERT DUES T FONTAINE	11/13/15	248124	30.00-
NATL RIFLE ASSN SALES OF								
Sum								30.00-
00001	NEWELL PAPER COMPANY	851692	00155285	15000744	JANIT SUPP 9/15 POLICE DEPT	11/13/15	248126	974.89-
00001	NEWELL PAPER COMPANY	853272	00155285	15000745	JANIT SUPP 9/15 POLICE DEPT	11/13/15	248126	57.40-
00001	NEWELL PAPER COMPANY	852236	00155304	15000768	CLEANING SUPP GO&FS	11/13/15	248126	206.97-
NEWELL PAPER COMPANY								
Sum								1,239.26-
00001	O'REILLY AUTO PARTS	0943-491241	00153985	15000661	ALTERNATOR U#17576 POLICE	11/13/15	248128	197.10-
00001	O'REILLY AUTO PARTS	0943-495135	00156101	15000662	REPR PTS U#17596 POLICE	11/13/15	248128	641.98-
O'REILLY AUTO PARTS								
Sum								839.08-
00001	PARKER, ANTHONY	TRAV ADVANCE	00156725	15000824	TRAV ADV MACP CONF OXFORD,MS	11/13/15	248133	728.00-

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PARKER, ANTHONY
Sum                                                                                                                          728.00-
 00001 PEARL RIVER VALLEY EPA ( 11/15 GENERA 00020163 15000792 MNTHLY 11/15 PUBLIC SERVICES        11/13/15   248134       5,363.99-
                                                                                                                     ---------------
PEARL RIVER VALLEY EPA (
Sum                                                                                                                        5,363.99-
 00001 PENNEY, J C  COMMERCIAL  P9119008S00Y 00155883 15000807 CLOTH ALLOW MOORE POLICE            11/13/15   248135         173.27-
                                                                                                                     ---------------
PENNEY, J C  COMMERCIAL
Sum                                                                                                                          173.27-
 00001 PINE BELT OIL COMPANY IN 937047       00156582 15000711 FUEL CARD SERVICE                   11/13/15   248137         475.70-
 00001 PINE BELT OIL COMPANY IN POLICE 10/1- 00156625 15000734 REMOTE SITE FUEL CHGS 10/15         11/13/15   248137         879.32-
 00001 PINE BELT OIL COMPANY IN FIRE 10/1-10 00156625 15000735 REMOTE SITE FUEL CHGS 10/15         11/13/15   248137       1,257.49-
 00001 PINE BELT OIL COMPANY IN EMER MGT 10/ 00156625 15000736 REMOTE SITE FUEL CHGS 10/15         11/13/15   248137         527.18-
 00001 PINE BELT OIL COMPANY IN 1029698      00154977 15000737 GAS FOR FUEL STATION                11/13/15   248137      10,154.30-

 00001 PINE BELT OIL COMPANY IN 1028468      00154977 15000738 DIESEL FOR FUEL STATION             11/13/15   248137       6,640.65-
                                                                                                                     ---------------
PINE BELT OIL COMPANY IN
Sum                                                                                                                       19,934.64-
 00001 PROULX, ERIC             TRAVEL REIMB 00156649 15000752 EXPNS FIRE TRAINING CLASSES         11/13/15   248140          12.86-
                                                                                                                     ---------------
PROULX, ERIC
Sum                                                                                                                           12.86-
 00001 QUILL CORPORATION        9278723      00156483 15000811 ENVELOPES HUMAN RES                 11/13/15   248142         128.97-
                                                                                                                     ---------------
QUILL CORPORATION
Sum                                                                                                                          128.97-
 00001 REDONDO, ALEXANDER       TRAVEL REIMB 00156424 15000608 EXPNS MSFA TRAINING JACKSON         11/13/15   248144         194.92-
 00001 REDONDO, ALEXANDER       TRAVEL REIMB 00156424 15000609 EXPNS MSFA TRAINING JACKSON         11/13/15   248144         177.37-
                                                                                                                     ---------------
REDONDO, ALEXANDER
Sum                                                                                                                          372.29-
 00001 RICOH CORP               1058553228   00156262 15000592 PRINTER SUPP INFO TECH              11/13/15   248145       2,583.63-
 00001 RICOH CORP               1058513439   00156265 15000593 PRINTER SUPP INFO TECH              11/13/15   248145         645.81-
 00001 RICOH CORP               5038653436   00156409 15000594 COPIER 7/22-10/21 INFO TECH         11/13/15   248145          94.36-
                                                                                                                     ---------------
RICOH CORP
Sum                                                                                                                        3,323.80-
 00001 ROGERS, KEVIN & ASSOCIAT TITLE OPINIO 00156648 15000757 3 TITLE OPINIONS LAND CODE          11/13/15   248148         750.00-
                                                                                                                     ---------------
ROGERS, KEVIN & ASSOCIAT
Sum                                                                                                                          750.00-
 00001 RUSSELL & ASSOCIATES LEA 110315       00156715 15000793 PURCHASE PROPERTY/300 KLONDYKE      11/10/15   110325      12,453.48-
                                                                                                                     ---------------
RUSSELL & ASSOCIATES LEA
Sum                                                                                                                       12,453.48-
 00001 SACKS OUTDOOR SUPPLY     19653        00155875 15000597 CLOTH ALLOW ROBINSON POLICE         11/13/15   248151         499.92-
                                                                                                                     ---------------
SACKS OUTDOOR SUPPLY
Sum                                                                                                                          499.92-
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00001	SALVAGE WORLD	PO#156533 10	00156533	15000773	FURNITURE C HALL EMP BREAKRM	11/13/15	248152	1,700.00-
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SALVAGE WORLD								
Sum								1,700.00-
00001	SANSOM EQUIPMENT CO	46503	00156486	15000782	REPRS U#20067 STREET	11/13/15	248153	2,003.30-
00001	SANSOM EQUIPMENT CO	46493	00156397	15000785	REPR PTS U#20091 SANIT	11/13/15	248153	158.11-
								---------------
SANSOM EQUIPMENT CO								
Sum								2,161.41-
00001	SHEMPER, MICHAEL J PLLC	SERVICES 9/1	00156682	15000796	PROSECUTOR PRO TEM 9/15-10/15	11/13/15	248156	1,612.50-
								---------------
SHEMPER, MICHAEL J PLLC								
Sum								1,612.50-
00001	SHERWIN-WILLIAMS COMPANY	2316-7	00156180	15000613	PAINT CANS EVIDENCE SUPP	11/13/15	248157	81.40-
								---------------
SHERWIN-WILLIAMS COMPANY								
Sum								81.40-
00001	SHOWS DEARMAN & WAITS IN	18771	00156559	15000715	SERVS 9/27-10/24 EPA RESPONSE	11/13/15	248158	3,450.00-
00001	SHOWS DEARMAN & WAITS IN	18765	00156560	15000716	SRV 9/27-10/24 WAREHSE PLT#2	11/13/15	248158	1,300.00-
								---------------
SHOWS DEARMAN & WAITS IN								
Sum								4,750.00-
00001	SIGMA CONSULTING AND TRA	REG FEES 8 E	00156442	15000655	REG CHEM SPILL RESPONSE CLASS	11/13/15	248159	1,000.00-
								---------------
SIGMA CONSULTING AND TRA								
Sum								1,000.00-
00001	SOLAR SUPPLY INC	3473406	00156213	15000646	A/C FILTERS #4 FIRE STA	11/13/15	248161	28.56-
00001	SOLAR SUPPLY INC	3473407	00156213	15000647	CREDIT	11/13/15	248161	28.56
00001	SOLAR SUPPLY INC	3473604	00156398	15000767	HVAC REPR PTS ENGR DEPT	11/13/15	248161	45.14-
00001	SOLAR SUPPLY INC	3473825	00156634	15000830	A/C REPR PTS C HALL 1ST FLR	11/13/15	248161	41.01-
								---------------
SOLAR SUPPLY INC								
Sum								86.15-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 10/16	00201685	15000719	POLICE FINES COLL.FEE	11/13/15	248164	218.05-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/1	00201686	15000720	POLICE FINES COLL.FEE	11/13/15	248164	482.35-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 10/1	00201687	15000721	POLICE FINES COLL.FEE	11/13/15	248164	850.43-
								---------------
SOUTHERN FINANCIAL SYSTE								
Sum								1,550.83-
00001	SOUTHERN INSPIRATION OF	SPONSORSHIP	00156430	15000590	SPONSORSHIP PREFORMING ARTS	11/13/15	248165	500.00-
								---------------
SOUTHERN INSPIRATION OF								
Sum								500.00-
00001	SOUTHERN PINE ELECTRIC P	11/15 GENERA	00020163	15000789	MNTHLY 11/15 PUBLIC SERVICES	11/13/15	248166	1,233.89-
								---------------
SOUTHERN PINE ELECTRIC P								
Sum								1,233.89-
00001	SOUTHERN PIPE & SUPPLY C	9101714-00	00155945	15000764	CONCRETE PARKING STOPS	11/13/15	248167	900.00-
								---------------
SOUTHERN PIPE & SUPPLY C								
Sum								900.00-
00001	SOUTHERN TIRE MART LLC	9004180	00155714	15000604	ALIGNMENT U#16654 POLICE	11/13/15	248168	59.95-

SOUTHERN TIRE MART LLC								
Sum								59.95-
00001	STANDARD OFFICE SUPPLY C	0057471-001	00156300	15000591	COPY PAPER HUMAN RES	11/13/15	248171	419.90-
00001	STANDARD OFFICE SUPPLY C	0056063-001	00155036	15000670	OFFICE SUPP MUN COURT	11/13/15	248171	1,252.51-
00001	STANDARD OFFICE SUPPLY C	0056291-001	00155283	15000700	DESK/FILE INFO TECH DEPT	11/13/15	248171	1,588.00-
00001	STANDARD OFFICE SUPPLY C	0056337-001	00155328	15000703	OFFICE SUPP LIFE OF S MS	11/13/15	248171	605.98-
STANDARD OFFICE SUPPLY C								
Sum								3,866.39-
00001	TASER INTERNATIONAL, INC	S11417661	00156474	15000813	TRAINING TARGETS P/F ACADEMY	11/13/15	248174	146.21-
TASER INTERNATIONAL, INC								
Sum								146.21-
00001	THORNTON, BENJAMIN	TRANSLATOR 1	00156686	15000797	TRANSLATOR SERVS MUN COURT	11/13/15	248176	225.00-
THORNTON, BENJAMIN								
Sum								225.00-
00001	THYSSENKRUPP ELEVATOR CO	3002178736	00156576	15000718	MAINT 11/15 PINE ST GARAGE	11/13/15	248177	437.59-
THYSSENKRUPP ELEVATOR CO								
Sum								437.59-
00001	TRANSUNION RISK AND ALTE	362606 11/01	00156550	15000707	ONLINE INVESTIGATIONS 10/15	11/13/15	248178	126.00-
TRANSUNION RISK AND ALTE								
Sum								126.00-
00001	TRUCK SERVICE & EQUIPMEN	164-0002971	00154416	15000687	REPRS U#12956 SANIT	11/13/15	248182	876.39-
00001	TRUCK SERVICE & EQUIPMEN	164-0002970	00154407	15000688	WHEEL REPR U#12956 SANIT	11/13/15	248182	1,005.21-
00001	TRUCK SERVICE & EQUIPMEN	164-0002778	00154280	15000815	REPR PTS U#11100 FIRE DEPT	11/13/15	248182	63.76-
00001	TRUCK SERVICE & EQUIPMEN	164-0002779	00154280	15000816	REPR PTS U#11100 FIRE DEPT	11/13/15	248182	359.30-
TRUCK SERVICE & EQUIPMEN								
Sum								2,304.66-
00001	UNDERWOOD, VERLINA	TRAVEL RIMB	00156722	15000821	EXPNS MAGPPA CONF BILOXI	11/13/15	248183	123.93-
UNDERWOOD, VERLINA								
Sum								123.93-
00001	UNITED FENCE COMPANY	PO#156152 10	00156152	15000625	FENCING ARLEDGE ST DITCH	11/13/15	248184	657.40-
UNITED FENCE COMPANY								
Sum								657.40-
00001	VERIZON WIRELESS	9753998689	00156588	15000701	SERV 9/16-10/16 MPO DEPT	11/13/15	248187	40.01-
VERIZON WIRELESS								
Sum								40.01-
00001	VERMEER MIDSOUTH INC "c	PO#156640 11	00156640	15000829	STUMP GRINDER FORESTRY	11/13/15	248188	46,743.00-
VERMEER MIDSOUTH INC "c								
Sum								46,743.00-
00001	WASTE MANAGEMENT OF SOUT	0008556-2526	00156717	15000827	REFUSE DISPOSAL SANIT DEPT	11/13/15	248190	4,574.24-
WASTE MANAGEMENT OF SOUT								

Sum								4,574.24-
00001	WATTS BROTHERS TRACTOR C	01-9957	00156057	15000653	FUEL FILTERS U#16722 STREET	11/13/15	248192	61.06-
WATTS BROTHERS TRACTOR C								
Sum								61.06-
00001	WILLMUT GAS & OIL COMPAN	11/15 GENERA	00020163	15000791	MNTHLY GAS-GENERAL	11/13/15	248196	1,367.48-
WILLMUT GAS & OIL COMPAN								
Sum								1,367.48-
00001	WORKWELL SERVICES (NEW V	24314	00156702	15000808	NEW HIRE PHYSICAL FIRE DEPT	11/13/15	248197	275.00-
WORKWELL SERVICES (NEW V								
Sum								275.00-
00001	1ST SOURCE SERVALL	JF8401730	00156336	15000615	A/C REPR PTS #7 FIRE STA	11/13/15	248198	82.15-
00001	1ST SOURCE SERVALL	JF8401865	00156354	15000616	ADDL AMT DUE PO#156306	11/13/15	248198	129.62-
1ST SOURCE SERVALL								
Sum								211.77-
Sum								1,785,945.87-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 ADAMS NURSERY	915352	00156627	15000226	GINKO TREES VETERANS PARK	11/13/15	247932	44.00-
ADAMS NURSERY							
Sum							44.00-
00002 ADCOCK POOLS AND SPA	07765	00154944	15000178	PUMP REPR VETERAN'S PARK	11/13/15	247933	130.00-
ADCOCK POOLS AND SPA							
Sum							130.00-
00002 AGRI-AFC LLC	5185063	00156342	15000171	FERTILIZER CITY WIDE USE	11/13/15	247935	1,324.54-
00002 AGRI-AFC LLC	5185086	00156342	15000172	FERTILIZER CITY WIDE USE	11/13/15	247935	3,161.42-
00002 AGRI-AFC LLC	5184992 & 51	00156321	15000181	RYE GRASS SEED CITY WIDE USE	11/13/15	247935	10,800.00-
00002 AGRI-AFC LLC	5185610	00156321	15000182	RYE GRASS SEED CITY WIDE USE	11/13/15	247935	4,000.00-
AGRI-AFC LLC							
Sum							19,285.96-
00002 ANOINTED HANDS SERVICES,	1620	00156692	15000225	SERV 11/15 GRNDS MAINT OFFICE	11/13/15	247945	250.00-
ANOINTED HANDS SERVICES,							
Sum							250.00-
00002 AUTOMOTIVE GLASS SPECIAL	I154820	00155997	15000177	DOOR GLASS U#16048	11/13/15	247951	195.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							195.00-
00002 BARNES, JONOTHON	OFFICIAL 10/	00201692	15000199	OFFICIAL-YOUTH FOOTBALL	11/13/15	247952	175.00-
BARNES, JONOTHON							
Sum							175.00-
00002 BODY TECH INC	0499	00156366	15000196	TOWING U#9603 TRUCK	11/13/15	247957	75.00-
00002 BODY TECH INC	0596	00156677	15000229	TOWING U#8647 TRUCK	11/13/15	247957	70.00-
BODY TECH INC							
Sum							145.00-
00002 BRACKMAN MOWER WAREHOUSE	5689	00156402	15000189	REPRS U#19303 MOWER	11/13/15	247960	1,105.75-
00002 BRACKMAN MOWER WAREHOUSE	5710	00156569	15000228	REPR PTS U#17998 MOWER	11/13/15	247960	201.12-
BRACKMAN MOWER WAREHOUSE							
Sum							1,306.87-
00002 BRADDOCK, ARETHA	OFFICIAL 10/	00201692	15000200	OFFICIAL-ADULT SOFTBALL	11/13/15	247962	80.00-
BRADDOCK, ARETHA							
Sum							80.00-
00002 CHANDLER, MAURICE	SPORTS SRV 1	00201693	15000211	SPORTS SUPPORT SERVICES	11/13/15	247975	40.00-
CHANDLER, MAURICE							
Sum							40.00-

00002	CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201596	15000242	TRF 1ST 11/15 PAYROLL	11/10/15	310723	45,220.92-
CITY OF HATTIESBURG FUND								
Sum								45,220.92-
00002	CLEMTS HARDWARE	113655	00156340	15000187	STEP LADDERS CHRISTMAS DECORA	11/13/15	247978	139.98-
00002	CLEMTS HARDWARE	113654	00156396	15000188	MAINT EQUIP/TOOLS	11/13/15	247978	1,453.37-
CLEMTS HARDWARE								
Sum								1,593.35-
00002	COURTESY MOTORS INC	439835	00156613	15000195	REPR PTS U#11212 TRUCK	11/13/15	247986	82.21-
COURTESY MOTORS INC								
Sum								82.21-
00002	CRY, JAMAAL	SPORTS SRV 1	00201693	15000212	SPORTS SUPPORT SERVICES	11/13/15	247987	40.00-
CRY, JAMAAL								
Sum								40.00-
00002	CURTIS, GEORGE	SPORTS SRV 1	00201693	15000213	SPORTS SUPPORT SERVICES	11/13/15	247988	16.00-
CURTIS, GEORGE								
Sum								16.00-
00002	ELKINS WHOLESALE INC	260312-00	00156539	15000192	JANIT SUPP GRNDS MAINT	11/13/15	247999	839.38-
ELKINS WHOLESALE INC								
Sum								839.38-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 10	00201692	15000201	OFFICIAL-ADULT SOFTBALL	11/13/15	248002	80.00-
ESTERS, WILLARD (BUTCH)								
Sum								80.00-
00002	EVERETTE, RAYFORD	OFFICIAL 10/	00201692	15000202	OFFICIAL-ADULT SOFTBALL	11/13/15	248003	60.00-
EVERETTE, RAYFORD								
Sum								60.00-
00002	G & K SERVICES	1035649911	00156691	15000230	UNIFORMS 9/29 GRNDS MAINT	11/13/15	248020	99.62-
00002	G & K SERVICES	1035652149	00156691	15000231	UNIFORMS 10/06 GRNDS MAINT	11/13/15	248020	99.62-
00002	G & K SERVICES	1035654358	00156691	15000232	UNIFORMS 10/13 GRNDS MAINT	11/13/15	248020	99.62-
00002	G & K SERVICES	1035656564	00156691	15000233	UNIFORMS 10/20 GRNDS MAINT	11/13/15	248020	99.62-
00002	G & K SERVICES	1035658179	00156691	15000234	UNIFORMS 10/26 GRNDS MAINT	11/13/15	248020	99.62-
00002	G & K SERVICES	1035660383	00156691	15000235	UNIFORMS 11/02 GRNDS MAINT	11/13/15	248020	253.62-
00002	G & K SERVICES	1035649929	00156691	15000236	MATS 9/29 GRNDS MAINT	11/13/15	248020	3.40-
00002	G & K SERVICES	1035652167	00156691	15000237	MATS 10/06 GRNDS MAINT	11/13/15	248020	3.40-
00002	G & K SERVICES	1035654371	00156691	15000238	MATS 10/13 GRNDS MAINT	11/13/15	248020	3.40-
00002	G & K SERVICES	1035656576	00156691	15000239	MATS 10/20 GRNDS MAINT	11/13/15	248020	3.40-
00002	G & K SERVICES	1035658141	00156691	15000240	MATS 10/26 GRNDS MAINT	11/13/15	248020	3.40-
00002	G & K SERVICES	1035660346	00156691	15000241	MATS 11/02 GRNDS MAINT	11/13/15	248020	3.40-
G & K SERVICES								
Sum								772.12-
00002	H'BURG ARTS COUNCIL	2016 CONTRAC	00156476	15000179	2016 CONTRACT	11/13/15	248031	20,760.00-
H'BURG ARTS COUNCIL								

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Sum                                                                                                     20,760.00-
 00002 H'BURG YOUTH SOCCER ASSN 2016 CONTRAC 00156477 15000180 2016 CONTRACT             11/13/15   248035   10,000.00-
                                                                                                        ---------------
H'BURG YOUTH SOCCER ASSN
Sum                                                                                                     10,000.00-
 00002 HARRIS, MARCEL           SPORTS SRV 1 00201693 15000214 SPORTS SUPPORT SERVICES   11/13/15   248037       40.00-
                                                                                                        ---------------
HARRIS, MARCEL
Sum                                                                                                         40.00-
 00002 HIBBLER, ADRIAN          OFFICIAL 10/ 00201692 15000203 OFFICIAL-ADULT SOFTBALL   11/13/15   248040      175.00-
                                                                                                        ---------------
HIBBLER, ADRIAN
Sum                                                                                                        175.00-
 00002 HILL, TIFFANY            SPORTS SRV 1 00201693 15000215 SPORTS SUPPORT SERVICES   11/13/15   248041       88.00-
                                                                                                        ---------------
HILL, TIFFANY
Sum                                                                                                         88.00-
 00002 HOSKINS, JORDAN E        SPORTS SRV 1 00201693 15000216 SPORTS SUPPORT SERVICES   11/13/15   248044       40.00-
                                                                                                        ---------------
HOSKINS, JORDAN E
Sum                                                                                                         40.00-
 00002 HUSBAND, EARL            OFFICIAL 10/ 00201692 15000204 OFFICIAL-ADULT SOFTBALL   11/13/15   248046       40.00-
                                                                                                        ---------------
HUSBAND, EARL
Sum                                                                                                         40.00-
 00002 IRBY, STUART C CO        S009255473.0 00156437 15000227 ELEC SUPP VETERANS PARK   11/13/15   248052      192.29-
                                                                                                        ---------------
IRBY, STUART C CO
Sum                                                                                                        192.29-
 00002 JACKSON, ROOSEVELT III   674678       00156341 15000190 PRESS WASH/PAINT VETERAN'S PK   11/13/15   248054    2,495.00-
                                                                                                        ---------------
JACKSON, ROOSEVELT III
Sum                                                                                                      2,495.00-
 00002 JONES, ANN               PETTY CASH 1 00156690 15000224 PETTY CASH GRNDS MAINT    11/13/15   248058      207.85-
                                                                                                        ---------------
JONES, ANN
Sum                                                                                                        207.85-
 00002 KEELING COMPANY (HATTIES S2904154.001 00156250 15000176 SPRINKLER SYS WIRE TATUM SOCR   11/13/15   248063      624.38-
 00002 KEELING COMPANY (HATTIES S2909025.001 00156497 15000194 ELEC VALVES TATUM FLDS #3 #4    11/13/15   248063      198.67-
                                                                                                        ---------------
KEELING COMPANY (HATTIES
Sum                                                                                                        823.05-
 00002 KETTLEY, ANNETTE         SPORTS SRV 1 00201693 15000217 SPORTS SUPPORT SERVICES   11/13/15   248064       32.00-
                                                                                                        ---------------

KETTLEY, ANNETTE
Sum                                                                                                         32.00-
 00002 KEYS, MECHEKA            SPORTS SRV 1 00201693 15000218 SPORTS SUPPORT SERVICES   11/13/15   248065       24.00-
                                                                                                        ---------------
KEYS, MECHEKA
Sum                                                                                                         24.00-
 00002 LEE, REGINALD            OFFICIAL 10/ 00201692 15000205 OFFICIAL-YOUTH FOOTBALL   11/13/15   248070      175.00-
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LEE, REGINALD								
Sum								175.00-
00002	MCELHANEY PLUMBING INC	235219	00154578	15000175	BLDG MATLS UNIFORM HANG RAIL	11/13/15	248081	41.00-
00002	MCELHANEY PLUMBING INC	237859	00156507	15000185	SUMP PUMP PTS VETERAN'S PARK	11/13/15	248081	157.90-
MCELHANEY PLUMBING INC								
Sum								198.90-
00002	MS POWER COMPANY	11/15 PKS/RE	00020163	15000197	MNTHLY ELEC-PARKS & REC	11/13/15	248117	1,497.46-
MS POWER COMPANY								
Sum								1,497.46-
00002	MS STATE/EMP SECURITY CO	9200131000 P	00156575	15000186	UNEMP CLAIMS 3RD QTR 2015	11/13/15	248119	97.79-
MS STATE/EMP SECURITY CO								
Sum								97.79-
00002	MYERS, ALANDRIUS	SPORTS SRV 1	00201693	15000219	SPORTS SUPPORT SERVICES	11/13/15	248121	40.00-
MYERS, ALANDRIUS								
Sum								40.00-
00002	NEWELL PAPER COMPANY	856038	00156537	15000193	WASP SPRAY GRNDS MAINT	11/13/15	248126	288.00-
NEWELL PAPER COMPANY								
Sum								288.00-
00002	NORRIS, RANDY	OFFICIAL 10/	00201692	15000206	OFFICIAL-ADULT SOFTBALL	11/13/15	248127	80.00-
NORRIS, RANDY								
Sum								80.00-
00002	POWELL, RANDY	OFFICIAL 10/	00201692	15000207	OFFICIAL-ADULT SOFTBALL	11/13/15	248139	80.00-
00002	POWELL, RANDY	SPORTS SRV 1	00201693	15000220	SPORTS SUPPORT SERVICES	11/13/15	248139	48.00-
POWELL, RANDY								
Sum								128.00-
00002	ROBINSON ELECTRIC SUPPLY	2173408-01	00156313	15000191	ELEC SUPP TOWN SQ BRIDGE LITE	11/13/15	248147	176.25-
ROBINSON ELECTRIC SUPPLY								
Sum								176.25-
00002	SOUTH, CASSIUS	SPORTS SRV 1	00201693	15000221	SPORTS SUPPORT SERVICES	11/13/15	248162	48.00-
SOUTH, CASSIUS								
Sum								48.00-
00002	TERRELL, WINSTON	OFFICIAL 10/	00201692	15000208	OFFICIAL-ADULT SOFTBALL	11/13/15	248175	72.00-
TERRELL, WINSTON								
Sum								72.00-
00002	TREES & TRENDS	PO#156370 10	00156370	15000174	CHRISTMAS DECOR TOWN SQ PARK	11/13/15	248179	492.04-
TREES & TRENDS								
Sum								492.04-
00002	TROTTER, COREY	OFFICIAL 10/	00201692	15000209	OFFICIAL-ADULT SOFTBALL	11/13/15	248180	80.00-

TROTTER, COREY							
Sum							80.00-
00002 TROTTER, WILLIE	OFFICIAL 10/	00201692	15000210	OFFICIAL-ADULT SOFTBALL	11/13/15	248181	80.00-
TROTTER, WILLIE							
Sum							80.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SRV 1	00201693	15000222	SPORTS SUPPORT SERVICES	11/13/15	248185	32.00-
VARNADO, ALEXZANDRIA							
Sum							32.00-
00002 VARNADO, UNDRA	SPORTS SRV 1	00201693	15000223	SPORTS SUPPORT SERVICES	11/13/15	248186	40.00-
VARNADO, UNDRA							
Sum							40.00-
00002 VESELY'S NURSERY	PO#156371 11	00156371	15000184	FALL PLANTS VETERAN'S PARK	11/13/15	248189	320.00-
VESELY'S NURSERY							
Sum							320.00-
00002 WATTS BROTHERS TRACTOR C	01-9924	00156376	15000173	SEED SPREADER FIELD MAINT	11/13/15	248192	495.00-
WATTS BROTHERS TRACTOR C							
Sum							495.00-
00002 WILLMUT GAS & OIL COMPAN	11/15 PKS/RE	00020163	15000198	MNTHLY GAS-PARKS & REC	11/13/15	248196	13.05-
WILLMUT GAS & OIL COMPAN							
Sum							13.05-
Sum							109,626.49-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 ALABAMA FIRE COLLEGE	REG JORDAN 1	00156544	15000006	REG JORDAN FIRE INSPECT SCHL	11/13/15	247938	475.00-
ALABAMA FIRE COLLEGE							
Sum							475.00-
00005 FERRARA FIRE APPARATUS I	JC108715	00147721	15000007	2015 LADDER TRUCK U#20315	11/13/15	248009	764,229.00-
FERRARA FIRE APPARATUS I							
Sum							764,229.00-
00005 STATE FIRE ACADEMY	23698	00156422	15000004	FIRE RECRUITS CPAT TEST	11/13/15	248172	1,170.00-
STATE FIRE ACADEMY							
Sum							1,170.00-
00005 TRUSTMARK NATIONAL BANK/	11/11/15		15000005	FIRE TRK LEASE NOTE #33523	11/04/15	21901	14,340.60-
TRUSTMARK NATIONAL BANK/							
Sum							14,340.60-
Sum							780,214.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 BODY TECH INC	0602	00156427	15000135	TOWING U#14712 TRANS	11/13/15	247957	140.00-
BODY TECH INC							
Sum							140.00-
00009 BONNER ANALYTICAL TESTIN	59492	00156680	15000216	SAMPLES S 37TH AVE WTR PLTS	11/13/15	247958	53.00-
BONNER ANALYTICAL TESTIN							
Sum							53.00-
00009 BRUNINI	208775	00156518	15000172	SRVS GULF RESTORATION NETWORK	11/13/15	247966	1,955.25-
00009 BRUNINI	208776	00156518	15000173	SERVS GENERAL SSO'S	11/13/15	247966	3,393.12-
00009 BRUNINI	208777	00156518	15000174	SEVS GROUNDWORX VS CITY	11/13/15	247966	2,501.32-
BRUNINI							
Sum							7,849.69-
00009 CARQUEST AUTO PARTS STOR	14758-58941	00156283	15000145	REPR PTS U#9223 SEWER	11/13/15	247972	531.96-
00009 CARQUEST AUTO PARTS STOR	14758-59313	00156432	15000168	REPR PTS U#14712 TRANS	11/13/15	247972	51.66-
00009 CARQUEST AUTO PARTS STOR	14758-58305	00156022	15000206	REPR PTS U#20057 TRANS	11/13/15	247972	4.78-
CARQUEST AUTO PARTS STOR							
Sum							588.40-
00009 CENTRAL PIPE SUPPLY INC	S100035217.0	00156059	15000155	PLUMB SUPP TRANS STOCK	11/13/15	247973	9,381.52-
00009 CENTRAL PIPE SUPPLY INC	S100035217.0	00156059	15000156	PLUMB SUPP TRANS STOCK	11/13/15	247973	32.44-
00009 CENTRAL PIPE SUPPLY INC	S100035217.0	00156059	15000157	PLUMB SUPP TRANS STOCK	11/13/15	247973	24.33-
00009 CENTRAL PIPE SUPPLY INC	S100035217.0	00156059	15000158	PLUMB SUPP TRANS STOCK	11/13/15	247973	116.43-
00009 CENTRAL PIPE SUPPLY INC	S100035217.0	00156059	15000159	PLUMB SUPP TRANS STOCK	11/13/15	247973	51.50-
CENTRAL PIPE SUPPLY INC							
Sum							9,606.22-
00009 CERTIFIED LABORATORIES	2093287	00156220	15000136	CHEMICALS WTR PLANT	11/13/15	247974	4,200.00-
00009 CERTIFIED LABORATORIES	2097333	00156329	15000161	LUBRICANTS LAGOONS	11/13/15	247974	1,744.00-
CERTIFIED LABORATORIES							
Sum							5,944.00-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201696	15000217	TRF 1ST 11/15 PAYROLL	11/10/15	21903	84,694.32-
CITY OF HATTIESBURG FUND							
Sum							84,694.32-
00009 COBURN'S SUPPLY CO INC	608451042	00156509	15000184	PLUMB SUPP TRANS	11/13/15	247979	1,008.02-
00009 COBURN'S SUPPLY CO INC	608404929	00156138	15000134	A/C RPLCMNT WTR BILLING OFFC	11/13/15	247980	2,793.43-
COBURN'S SUPPLY CO INC							
Sum							3,801.45-
00009 CONTROL SYSTEMS INC	50765	00152014	15000160	ELEC REPRS WTR PLANT	11/13/15	247984	2,122.48-
00009 CONTROL SYSTEMS INC	50802	00152258	15000163	ELEC REPR TURTLE CRK LIFT STA	11/13/15	247984	1,277.00-
00009 CONTROL SYSTEMS INC	51046	00153514	15000164	ELEC REPR BURKETT LIFT STA	11/13/15	247984	775.04-

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CONTROL SYSTEMS INC							
Sum							4,174.52-
00009 D P C ENTERPRISES LP	212002013-15	00156053	15000146	CHEMICALS LAGOONS	11/13/15	247990	1,863.00-
00009 D P C ENTERPRISES LP	212002014-15	00156054	15000147	CHEMICALS LAGOONS	11/13/15	247990	3,345.00-
00009 D P C ENTERPRISES LP	212002089-15	00156413	15000208	CHEMICALS PLT #1	11/13/15	247990	1,143.00-
00009 D P C ENTERPRISES LP	212002090-15	00156413	15000209	CHEMICALS PLT #2	11/13/15	247990	1,143.00-
00009 D P C ENTERPRISES LP	212002091-15	00156413	15000210	CHEMICALS FORREST GENERAL	11/13/15	247990	919.95-
00009 D P C ENTERPRISES LP	212002092-15	00156413	15000211	CHEMICALS WESLEY TANK	11/13/15	247990	551.97-
							---------------
D P C ENTERPRISES LP							
Sum							8,965.92-
00009 ECONOMY SUPPLY CO	241462	00156412	15000205	PAINT SUPP WTR BILL DROP BOX	11/13/15	247997	79.20-
							---------------
ECONOMY SUPPLY CO							
Sum							79.20-
00009 EMPIRE TRUCK SALES (H'BU	CE006102100:	00155216	15000132	BAL STMT	11/13/15	12	116.48-
00009 EMPIRE TRUCK SALES (H'BU	CE006102448:	00155216	15000133	BAL STMT	11/13/15	12	116.48

EMPIRE TRUCK SALES (H'BU							
Sum							
00009 FASTENAL COMPANY	MSHAT185785	00156234	15000137	PUMP EQUIP PTS PLT #2	11/13/15	248007	22.73-
00009 FASTENAL COMPANY	MSHAT185800	00156449	15000169	HAND TOOLS SEWER DEPT	11/13/15	248007	138.27-
							---------------
FASTENAL COMPANY							
Sum							161.00-
00009 G & K SERVICES	1035645468	00156469	15000149	UNIFORMS 9/15 WTR SERVICE MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035647691	00156469	15000150	UNIFORMS 9/22 WTR SERVICE MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035652141	00156469	15000151	UNIFORMS 10/06 WTR SERV MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035654350	00156469	15000152	UNIFORMS 10/13 WTR SERV MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035656556	00156469	15000153	UNIFORMS 10/20 WTR SERV MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035658171	00156469	15000154	UNIFORMS 10/26 WTR SERV MEN	11/13/15	248020	23.40-
00009 G & K SERVICES	1035652142	00156643	15000185	UNIFORMS 10/06 TRANS	11/13/15	248020	49.11-
00009 G & K SERVICES	1035654351	00156643	15000186	UNIFORMS 10/13 TRANS	11/13/15	248020	49.11-
00009 G & K SERVICES	1035654357	00156643	15000187	UNIFORMS 10/20 TRANS	11/13/15	248020	49.11-
00009 G & K SERVICES	1035658172	00156643	15000188	UNIFORMS 10/26 TRANS	11/13/15	248020	49.11-
00009 G & K SERVICES	1035652147	00156643	15000189	UNIFORMS 10/06 PLANT	11/13/15	248020	58.31-
00009 G & K SERVICES	1035654356	00156643	15000190	UNIFORMS 10/13 PLANT	11/13/15	248020	58.31-
00009 G & K SERVICES	1035656562	00156643	15000191	UNIFORMS 10/20 PLANT	11/13/15	248020	58.31-
00009 G & K SERVICES	1035658177	00156643	15000192	UNIFORMS 10/26 PLANT	11/13/15	248020	58.31-
00009 G & K SERVICES	1035652144	00156643	15000193	UNIFORMS 10/06 SEWER	11/13/15	248020	51.06-
00009 G & K SERVICES	1035654353	00156643	15000194	UNIFORMS 10/13 SEWER	11/13/15	248020	51.06-
00009 G & K SERVICES	1035656559	00156643	15000195	UNIFORMS 10/20 SEWER	11/13/15	248020	51.06-
00009 G & K SERVICES	1035658174	00156643	15000196	UNIFORMS 10/26 SEWER	11/13/15	248020	54.60-
00009 G & K SERVICES	1035652145	00156643	15000197	UNIFORMS 10/06 LAGOONS	11/13/15	248020	20.38-
00009 G & K SERVICES	1035654354	00156643	15000198	UNIFORMS 10/13 LAGOONS	11/13/15	248020	20.38-
00009 G & K SERVICES	1035656560	00156643	15000199	UNIFORMS 10/20 LAGOONS	11/13/15	248020	20.38-
00009 G & K SERVICES	1035658175	00156643	15000200	UNIFORMS 10/26 LAGOONS	11/13/15	248020	20.38-
00009 G & K SERVICES	1035652172	00156643	15000201	MOP/MAT 10/06	11/13/15	248020	19.90-
00009 G & K SERVICES	1035654372	00156643	15000202	MOP/MAT 10/13	11/13/15	248020	19.90-
00009 G & K SERVICES	1035656577	00156643	15000203	MOP/MAT 10/20	11/13/15	248020	14.40-
00009 G & K SERVICES	1035658139	00156643	15000204	MOP/MAT 10/26	11/13/15	248020	14.40-

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G & K SERVICES
Sum 927.98-
00009 GARNER LUMLEY ELECTRIC S 515727 00150500 15000162 ELEC SUPP PLTL #2 11/13/15 248021 103.98-
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GARNER LUMLEY ELECTRIC S
Sum 103.98-
00009 GILKEY ELECTRIC SUPPLY C 271242 00156135 15000167 ELEC SUPP WTR BILLING A/C 11/13/15 248023 174.74-
----
GILKEY ELECTRIC SUPPLY C
Sum 174.74-
00009 H'BURG HYDRAULICS INC 62216 00156446 15000181 HOSE ASSY SEWER DEPT 11/13/15 248033 68.52-
----
H'BURG HYDRAULICS INC
Sum 68.52-
00009 HANSON PIPE & PRECAST IN 11292181 00155254 15000143 PLUMB SUPP SEWER DEPT 11/13/15 248036 1,638.00-
00009 HANSON PIPE & PRECAST IN 11307431 00155254 15000144 PLUMB SUPP SEWER DEPT 11/13/15 248036 1,695.89-
----
HANSON PIPE & PRECAST IN
Sum 3,333.89-
00009 L & A CONTRACTING CO 483-042 00156744 15000219 AERATOR MNT 10/26-11/6 LAGNS 11/13/15 248068 22,000.00-
----
L & A CONTRACTING CO
Sum 22,000.00-
00009 LOWE'S OF HATTIESBURG IN 935389 00156021 15000138 WATER HOSE PLT #2 11/13/15 248076 37.98-
----
LOWE'S OF HATTIESBURG IN
Sum 37.98-
00009 MAULDIN COMPANY 35795 00155220 15000170 REPR PTS U#15775 SEWER 11/13/15 248079 120.96-
----
MAULDIN COMPANY
Sum 120.96-
00009 MORGAN, C J INC 2015123 00156594 15000178 HYDRANT 40TH AVE 11/13/15 248107 15,451.21-
00009 MORGAN, C J INC 2015117 00156594 15000179 HYD/LEAK REPR WILLIAMS/E HRDY 11/13/15 248107 9,709.70-
00009 MORGAN, C J INC 2015122 00156600 15000182 VACUUM TRUCK NORTH LAGOON 11/13/15 248107 585.00-
00009 MORGAN, C J INC 2015116 00156600 15000183 VACUUM TRUCK NORTH LAGOON 11/13/15 248107 520.00-
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MORGAN, C J INC
Sum 26,265.91-
00009 MS POWER COMPANY 11/15 W&SO&M 00020163 15000213 MNTHLY ELEC-W&SO&M 11/13/15 248117 41,867.56-
----
MS POWER COMPANY
Sum 41,867.56-
00009 MS STATE/DEPT OF HEALTH/ CERTIF FEE T 00156708 15000218 CERTIF FEE GRIFFIN WTR PLT 11/13/15 248118 50.00-
----
MS STATE/DEPT OF HEALTH/
Sum 50.00-
00009 MS STATE/EMP SECURITY CO 9200131000 W 00156575 15000175 UNEMP CLAIMS 3RD QTR 2015 11/13/15 248119 212.09

MS STATE/EMP SECURITY CO

Sum 212.09

00009	NEWELL PAPER COMPANY	855932	00156280	15000207	OFFICE SUPP PLT #2	11/13/15	248126	422.04-
NEWELL PAPER COMPANY								
Sum								422.04-
00009	PEARL RIVER VALLEY EPA (	11/15 W&SO&M	00020163	15000215	MNTHLY 11/15 PUBLIC SERVICES	11/13/15	248134	7,852.04-
PEARL RIVER VALLEY EPA (								
Sum								7,852.04-
00009	PINE BELT INDUSTRIAL SUP	4134884-01	00154130	15000139	AERATOR BELTS PLT #1	11/13/15	248136	19.44-
00009	PINE BELT INDUSTRIAL SUP	4134884-02	00154130	15000140	AERATOR BELTS PLT #1	11/13/15	248136	19.44-
00009	PINE BELT INDUSTRIAL SUP	4133593-01	00153056	15000148	PUMP EQUIP PTS LAGOONS	11/13/15	248136	193.80-
PINE BELT INDUSTRIAL SUP								
Sum								232.68-
00009	PUCKETT RENTS	517174-0001	00156114	15000142	HAND TOOLS SEWER DEPT	11/13/15	248141	289.33-
PUCKETT RENTS								
Sum								289.33-
00009	RJM MCQUEEN CONTRACTING	974	00156597	15000180	VACUUM TRUCK 10/15 SEWER	11/13/15	248146	17,482.85-
RJM MCQUEEN CONTRACTING								
Sum								17,482.85-
00009	SOUTHERN PINE ELECTRIC P	11/15 W&SO&M	00020163	15000212	MNTHLY 11/15 PUBLIC SERVICES	11/13/15	248166	731.12-
SOUTHERN PINE ELECTRIC P								
Sum								731.12-
00009	SOUTHERN TIRE MART LLC	9004539	00156460	15000171	TIRE REPR U#13132/15775 SEWER	11/13/15	248168	185.76-
SOUTHERN TIRE MART LLC								
Sum								185.76-
00009	SOUTHERN WATERWORKS SUPP	61735	00156350	15000141	CHLORINATOR PLT #2	11/13/15	248169	2,610.90-
SOUTHERN WATERWORKS SUPP								
Sum								2,610.90-
00009	STANDARD OFFICE SUPPLY C	0056156-001	00155138	15000176	GREEN BAR PAPER WTR BILLING	11/13/15	248171	179.98-
00009	STANDARD OFFICE SUPPLY C	0057051-001	00155897	15000177	CUT/PERF WATER BILLS	11/13/15	248171	120.00-
STANDARD OFFICE SUPPLY C								
Sum								299.98-
00009	WILLMUT GAS & OIL COMPAN	11/15 W&SO&M	00020163	15000214	MNTHLY GAS-W&SO&M	11/13/15	248196	13.14-
WILLMUT GAS & OIL COMPAN								
Sum								13.14-
Sum								250,916.99-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALEXANDER, AUSTIN	METER DEP RF	00201681	15000084	METER DEPOSIT REFUND	11/13/15	247939	75.00-
ALEXANDER, AUSTIN							
Sum							75.00-
00011 ALFARO VIDES, LINDA R	METER DEP RF	00201681	15000093	METER DEPOSIT REFUND	11/13/15	247940	48.32-
ALFARO VIDES, LINDA R							
Sum							48.32-
00011 AMSOUTH	METER DEP RF	00201681	15000076	METER DEPOSIT REFUND	11/13/15	247943	40.00-
AMSOUTH							
Sum							40.00-
00011 BASS, LOLA	METER DEP RF	00201681	15000087	METER DEPOSIT REFUND	11/13/15	247953	32.46-
BASS, LOLA							
Sum							32.46-
00011 BOOTH, CORY	METER DEP RF	00201681	15000092	METER DEPOSIT REFUND	11/13/15	247959	75.00-
BOOTH, CORY							
Sum							75.00-
00011 BRELAND, LINDA	METER DEP RF	00201695	15000101	METER DEPOSIT REFUND	11/13/15	247964	40.00-
BRELAND, LINDA							
Sum							40.00-
00011 CAMPBELL,WILLIE L	METER DEP RF	00201695	15000127	METER DEPOSIT REFUND	11/13/15	247970	33.74-
CAMPBELL,WILLIE L							
Sum							33.74-
00011 CHRISTIAN LIFE CENTER OF	METER DEP RF	00201681	15000082	METER DEPOSIT REFUND	11/13/15	247976	22.28-
CHRISTIAN LIFE CENTER OF							
Sum							22.28-
00011 CITY OF HATTIESBURG FUND	110215	00201669	15000070	OCT WATER DIST IN NOV	11/02/15	310718	225,541.93-
CITY OF HATTIESBURG FUND							
Sum							225,541.93-
00011 CONERLY,LEE ANN	METER DEP RF	00201681	15000098	METER DEPOSIT REFUND	11/13/15	247983	75.00-
CONERLY,LEE ANN							
Sum							75.00-
00011 COOK, LAUERN L	METER DEP RF	00201695	15000103	METER DEPOSIT REFUND	11/13/15	247985	33.74-
COOK, LAUERN L							
Sum							33.74-
00011 D R HORTON 38	METER DEP RF	00201695	15000105	METER DEPOSIT REFUND	11/13/15	247992	33.74-

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D R HORTON 38
Sum                                                                                                                                33.74-
 00011 DALEY, GLORIA B          METER DEP RF 00201681 15000086 METER DEPOSIT REFUND                11/13/15   247993          31.32-
                                                                                                                          ---------------
DALEY, GLORIA B
Sum                                                                                                                                31.32-
 00011 DEVER, EMILY J           METER DEP RF 00201695 15000102 METER DEPOSIT REFUND                11/13/15   247995          33.74-
                                                                                                                          ---------------
DEVER, EMILY J
Sum                                                                                                                                33.74-
 00011 FRONT STREET PROPERTIES  WTR OVERPYMT 00201668 15000064 WTR OVERPYMT RFD                    11/01/15   310704         351.56-
                                                                                                                          ---------------
FRONT STREET PROPERTIES
Sum                                                                                                                               351.56-
 00011 GAZAWAY, JESSY E         METER DEP RF 00201681 15000091 METER DEPOSIT REFUND                11/13/15   248022          31.32-
                                                                                                                          ---------------
GAZAWAY, JESSY E
Sum                                                                                                                                31.32-
 00011 GRAY REAL ESTATE         METER DEP RF 00201681 15000097 METER DEPOSIT REFUND                11/13/15   248026          75.00-
                                                                                                                          ---------------
GRAY REAL ESTATE
Sum                                                                                                                                75.00-
 00011 HAYES, MARLON C          METER DEP RF 00201681 15000096 METER DEPOSIT REFUND                11/13/15   248039          17.80-
                                                                                                                          ---------------
HAYES, MARLON C
Sum                                                                                                                                17.80-
 00011 JOCELYN RAIMEY           METER DEP RF 00201695 15000107 METER DEPOSIT REFUND                11/13/15   248056         113.50-
 00011 JOCELYN RAIMEY           METER DEP RF 00201695 15000108 METER DEPOSIT REFUND                11/13/15   248057         125.74-
                                                                                                                          ---------------
JOCELYN RAIMEY
Sum                                                                                                                               239.24-
 00011 JONES, CAMILLE V         METER DEP RF 00201681 15000085 METER DEPOSIT REFUND                11/13/15   248059          75.00-
                                                                                                                          ---------------
JONES, CAMILLE V
Sum                                                                                                                                75.00-
 00011 JORDAN, CONNIE           WATER RFD AC 00201667 15000074 WATER OVERPAYMENT RFD               11/13/15   248060          23.06-
                                                                                                                          ---------------
JORDAN, CONNIE
Sum                                                                                                                                23.06-
 00011 KINDER CARE #309-9194    WTR OVRPYMT  00201682 15000075 WATER OVERPAYMENT REFUND            11/13/15   248067          20.00-
                                                                                                                          ---------------
KINDER CARE #309-9194
Sum                                                                                                                                20.00-
 00011 LEVY, EZRA               METER DEP RF 00201695 15000104 METER DEPOSIT REFUND                11/13/15   248071          33.74-
                                                                                                                          ---------------

LEVY, EZRA
Sum                                                                                                                                33.74-
 00011 LOCKLEY AND SLAWSON LAW  METER DEP RF 00201681 15000088 METER DEPOSIT REFUND                11/13/15   248074          75.00-
                                                                                                                          ---------------
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LOCKLEY AND SLAWSON LAW				
Sum				75.00-
00011 MASSENBURG, CATHERINE F	METER DEP RF 00200681 15000078 METER DEPOSIT REFUND	11/13/15	248078	31.32-
MASSENBURG, CATHERINE F				
Sum				31.32-
00011 MCMILLAN, DINAH N517	METER DEP RF 00201695 15000128 METER DEPOSIT REFUND	11/13/15	248083	75.00-
MCMILLAN, DINAH N517				
Sum				75.00-
00011 MILLCREEK III	METER DEP RF 00201695 15000111 METER DEPOSIT REFUND	11/13/15	248086	50.74-
MILLCREEK III				
Sum				50.74-
00011 MILLCREEK III 11	METER DEP RF 00201695 15000115 METER DEPOSIT REFUND	11/13/15	248087	2.00-
MILLCREEK III 11				
Sum				2.00-
00011 MILLCREEK III 12	METER DEP RF 00201695 15000109 METER DEPOSIT REFUND	11/13/15	248088	50.74-
MILLCREEK III 12				
Sum				50.74-
00011 MILLCREEK III 13	METER DEP RF 00201695 15000116 METER DEPOSIT REFUND	11/13/15	248089	31.20-
MILLCREEK III 13				
Sum				31.20-
00011 MILLCREEK III 14	METER DEP RF 00201695 15000110 METER DEPOSIT REFUND	11/13/15	248090	31.20-
MILLCREEK III 14				
Sum				31.20-
00011 MILLCREEK III 15	METER DEP RF 00201695 15000117 METER DEPOSIT REFUND	11/13/15	248091	50.74-
MILLCREEK III 15				
Sum				50.74-
00011 MILLCREEK III 18	METER DEP RF 00201695 15000118 METER DEPOSIT REFUND	11/13/15	248092	23.90-
MILLCREEK III 18				
Sum				23.90-
00011 MILLCREEK III 20	METER DEP RF 00201695 15000119 METER DEPOSIT REFUND	11/13/15	248093	50.74-
MILLCREEK III 20				
Sum				50.74-
00011 MILLCREEK III 22	METER DEP RF 00201695 15000120 METER DEPOSIT REFUND	11/13/15	248094	45.80-
MILLCREEK III 22				
Sum				45.80-
00011 MILLCREEK III 23	METER DEP RF 00201695 15000121 METER DEPOSIT REFUND	11/13/15	248095	45.80-
MILLCREEK III 23				
Sum				45.80-
00011 MILLCREEK III 25	METER DEP RF 00201695 15000122 METER DEPOSIT REFUND	11/13/15	248096	50.74-

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MILLCREEK III 25
Sum                                                                                                                            50.74-
 00011 MILLCREEK III 27         METER DEP RF 00201695 15000123 METER DEPOSIT REFUND                 11/13/15   248097          50.74-
                                                                                                                      ---------------
MILLCREEK III 27
Sum                                                                                                                            50.74-
 00011 MILLCREEK III 28         METER DEP RF 00201695 15000124 METER DEPOSIT REFUND                 11/13/15   248098          50.74-
                                                                                                                      ---------------
MILLCREEK III 28
Sum                                                                                                                            50.74-
 00011 MILLCREEK III 29         METER DEP RF 00201695 15000125 METER DEPOSIT REFUND                 11/13/15   248099          31.20-
                                                                                                                      ---------------
MILLCREEK III 29
Sum                                                                                                                            31.20-
 00011 MILLCREEK III 30         METER DEP RF 00201695 15000126 METER DEPOSIT REFUND                 11/13/15   248100          16.60-
                                                                                                                      ---------------
MILLCREEK III 30
Sum                                                                                                                            16.60-
 00011 MILLCREEK III 4          METER DEP RF 00201695 15000112 METER DEPOSIT REFUND                 11/13/15   248101          45.80-
                                                                                                                      ---------------
MILLCREEK III 4
Sum                                                                                                                            45.80-
 00011 MILLCREEK III 6          METER DEP RF 00201695 15000113 METER DEPOSIT REFUND                 11/13/15   248102          16.60-
                                                                                                                      ---------------
MILLCREEK III 6
Sum                                                                                                                            16.60-
 00011 MILLCREEK III 9          METER DEP RF 00201695 15000114 METER DEPOSIT REFUND                 11/13/15   248103          38.50-
                                                                                                                      ---------------
MILLCREEK III 9
Sum                                                                                                                            38.50-
 00011 NETWORK SERVICES (NSI)   10201490000  00201694 15000100 WATER COLLECTIONS FEES               11/13/15   248125         424.12-
                                                                                                                      ---------------
NETWORK SERVICES (NSI)
Sum                                                                                                                           424.12-
 00011 OSWALT, MARY             METER DEP RF 00201681 15000089 METER DEPOSIT REFUND                 11/13/15   248131          75.00-
                                                                                                                      ---------------
OSWALT, MARY
Sum                                                                                                                            75.00-
 00011 PARK PLAZA PARTNERSHIP   WATER RFD AC 00201667 15000073 WATER OVERPAYMENT RFD                11/13/15   248132          25.00-
                                                                                                                      ---------------
PARK PLAZA PARTNERSHIP
Sum                                                                                                                            25.00-
 00011 PIZZA HATTIESBURG LLC -  METER DEP RF 00201681 15000079 METER DEPOSIT REFUND                 11/13/15   248138         150.00-
                                                                                                                      ---------------
PIZZA HATTIESBURG LLC -
Sum                                                                                                                           150.00-
 00011 RAIMEY, JOCELYN S        METER DEP RF 00201681 15000094 METER DEPOSIT REFUND                 11/13/15   248143          31.32-
                                                                                                                      ---------------
RAIMEY, JOCELYN S
Sum                                                                                                                            31.32-
 00011 RUSSUM, JAMES            METER DEP RF 00200681 15000077 METER DEPOSIT REFUND                 11/13/15   248149          40.00-
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RUSSUM, JAMES				
Sum				40.00-
00011 SCHWAB, KRISTEN ANN	METER DEP RF 00201681 15000081 METER DEPOSIT REFUND	11/13/15	248154	75.00-
SCHWAB, KRISTEN ANN				
Sum				75.00-
00011 SEWELL, ELIZABETH N	METER DEP RF 00201681 15000095 METER DEPOSIT REFUND	11/13/15	248155	75.00-
SEWELL, ELIZABETH N				
Sum				75.00-
00011 SOUTHEAST MS RURAL HEALT	METER DEP RF 00201681 15000083 METER DEPOSIT REFUND	11/13/15	248163	75.00-
SOUTHEAST MS RURAL HEALT				
Sum				75.00-
00011 SOUTHGATE LLC	METER DEP RF 00201683 15000099 METER DEPOSIT REFUND	11/13/15	248170	75.00-
SOUTHGATE LLC				
Sum				75.00-
00011 TAKEWELL, WILLIAM	METER DEP RF 00201695 15000106 METER DEPOSIT REFUND	11/13/15	248173	25.80-
TAKEWELL, WILLIAM				
Sum				25.80-
00011 WEHRLE, JACLYN S	METER DEP RF 00201681 15000090 METER DEPOSIT REFUND	11/13/15	248193	75.00-
WEHRLE, JACLYN S				
Sum				75.00-
00011 WEIDMAM, CARYE A	METER DEP RF 00201681 15000080 METER DEPOSIT REFUND	11/13/15	248194	75.00-
WEIDMAM, CARYE A				
Sum				75.00-
Sum				229,069.33-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	110215	00201670	15000014	OCT MILLAGE DIST IN NOVEMBER	11/02/15	310710	109,224.82-
00027 H'BURG PUBLIC SCHOOLS	110215	00201670	15000015	OCT MILLAGE DIST IN NOVEMBER	11/02/15	310711	16,125.15-
H'BURG PUBLIC SCHOOLS Sum							125,349.97-
00027 LIBRARY, THE	110215	00201670	15000013	OCT MILLAGE DIST IN NOVEMBER	11/02/15	310709	6,116.81-
LIBRARY, THE Sum							6,116.81-
Sum							131,466.78-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	150430K	00156651	15000008	SRV 10/10-11/6 RUNWAY REHAB	11/13/15	247946	4,646.33-
ARE CONSULTANTS INC							
Sum							4,646.33-
Sum							4,646.33-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 JACKSON BOWMAN & ARRINGT	2015-2229	00156547	15000014	SAFE ROUTES PROP ACQ-HAWKINS	11/04/15	110323	8,960.00-
JACKSON BOWMAN & ARRINGT							
Sum							8,960.00-
00072 SHOWS DEARMAN & WAITS IN	18762	00156557	15000015	SRV 9/27-10/24 34TH AVE WALKS	11/13/15	248158	7,121.40-
SHOWS DEARMAN & WAITS IN							
Sum							7,121.40-
Sum							16,081.40-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201596	15000059	TRF 1ST 11/15 PAYROLL	11/10/15	110326	21,015.82-
CITY OF HATTIESBURG FUND							
Sum							21,015.82-
00073 DOSSETT PONTIAC CADILLAC	32842	00156387	15000051	REPR PTS U#16761 BUS	11/13/15	247996	499.72-
00073 DOSSETT PONTIAC CADILLAC	32868	00156452	15000052	REPR PTS U#16761 & U#16759	11/13/15	247996	652.52-
DOSSETT PONTIAC CADILLAC							
Sum							1,152.24-
00073 G & K SERVICES	1035641070	00156357	15000060	MATS 9/01	11/13/15	248020	5.10-
00073 G & K SERVICES	1035643296	00156357	15000061	MATS 9/08	11/13/15	248020	5.10-
00073 G & K SERVICES	1035645502	00156357	15000062	MATS 9/15	11/13/15	248020	5.10-
00073 G & K SERVICES	1035647725	00156357	15000063	MATS 9/22	11/13/15	248020	5.10-
00073 G & K SERVICES	1035649937	00156357	15000064	MATS 9/29	11/13/15	248020	5.10-
G & K SERVICES							
Sum							25.50-
00073 GILLIG LLC	40160611	00155978	15000057	REPR PTS U#16235	11/13/15	248024	387.79-
GILLIG LLC							
Sum							387.79-
00073 GROVE TRANSIT	10/31/15	00156589	15000056	JARC TRIPS THRU 10/31/15	11/13/15	248029	3,025.50-
GROVE TRANSIT							
Sum							3,025.50-
00073 JERRY'S AUTOMOTIVE REPAI	17198	00156438	15000050	REPRS U#16761 BUS	11/13/15	248055	324.80-
JERRY'S AUTOMOTIVE REPAI							
Sum							324.80-
00073 OFFICE DEPOT INC	801215548001	00156160	15000048	FILE CABINET FOR OFFICE	11/13/15	248129	109.99-
OFFICE DEPOT INC							
Sum							109.99-
00073 RYAN MOTORS INC	206941	00156416	15000053	REPR PTS U#16761 & U#16759	11/13/15	248150	1,149.14-
RYAN MOTORS INC							
Sum							1,149.14-
00073 SOUTHERN TIRE MART LLC	11107628	00156423	15000054	TIRES FOR BUSES	11/13/15	248168	1,658.76-
SOUTHERN TIRE MART LLC							
Sum							1,658.76-
00073 WATERS INTERNATIONAL TRU	08P801947	00156191	15000049	AIR FILTERS VARI BUSES	11/13/15	248191	300.52-
00073 WATERS INTERNATIONAL TRU	08P802909	00156592	15000058	REPR PTS U#18573 BUS	11/13/15	248191	402.55-
WATERS INTERNATIONAL TRU							

Sum	703.07-

Sum	29,552.61-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	18757	00156558	15000007	SRV 9/27-10/24 HATTIE AVE WTR	11/13/15	248158	765.00-
00075 SHOWS DEARMAN & WAITS IN	18772	00156561	15000008	SRV 9/27-10/24 PETAL VS CITY	11/13/15	248158	1,350.00-
00075 SHOWS DEARMAN & WAITS IN	18791	00156562	15000009	SRV 9/27-10/24 WTR MAP UPDATE	11/13/15	248158	600.00-
00075 SHOWS DEARMAN & WAITS IN	18769	00156553	15000010	SRV 9/27-10/24 WTR SYS IMPS	11/13/15	248158	2,597.50-
SHOWS DEARMAN & WAITS IN							
Sum							5,312.50-
Sum							5,312.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ANDERSON RETAIL INC	115029	00156155	15000047	BLDG MATLS SHERRILL SERV ROOM	11/13/15	247944	32.88-
ANDERSON RETAIL INC							
Sum							32.88-
00077 BROWN-JOHNSON, LAURINDA	CE ROY CENTE	00201690	15000058	DAMAGE DEPOSIT REFUND	11/13/15	247965	100.00-
BROWN-JOHNSON, LAURINDA							
Sum							100.00-
00077 BRYANT, CLYDE (REFUND)	SHERRILL CEN	00201690	15000055	DAMAGE DEPOSIT REFUND	11/13/15	247967	100.00-
BRYANT, CLYDE (REFUND)							
Sum							100.00-
00077 CAFFEE CAFFEE & ASSOCIAT	CE ROY CENTE	00201690	15000059	DAMAGE DEPOSIT REFUND	11/13/15	247969	100.00-
CAFFEE CAFFEE & ASSOCIAT							
Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201696	15000063	TRF 1ST 11/15 PAYROLL	11/10/15	310723	15,221.69-
CITY OF HATTIESBURG FUND							
Sum							15,221.69-
00077 DELTA SIGMA THETA SORORI	SHERRILL CEN	00201690	15000054	DAMAGE DEPOSIT REFUND	11/13/15	247994	100.00-
DELTA SIGMA THETA SORORI							
Sum							100.00-
00077 ECONOMY SUPPLY CO	241644	00156375	15000048	CEILING TILES SHERRILL CNTR	11/13/15	247997	174.00-
ECONOMY SUPPLY CO							
Sum							174.00-
00077 ELECTROLUX (AERUS)	646568	00156417	15000046	SHAMPOOER BRUSHER COMM CNTRS	11/13/15	247998	89.99-
ELECTROLUX (AERUS)							
Sum							89.99-
00077 ENDOM TRAILERS	R50060	00154493	15000039	STORAGE CONTAINERS SHERRILL	11/13/15	248000	125.00-
ENDOM TRAILERS							
Sum							125.00-
00077 G & K SERVICES	1035654352	00156654	15000042	UNIFORMS 10/13 COMM CNTRS	11/13/15	248020	42.56-
00077 G & K SERVICES	1035656558	00156654	15000043	UNIFORMS 10/20 COMM CNTRS	11/13/15	248020	42.56-
00077 G & K SERVICES	1035658173	00156654	15000044	UNIFORMS 10/26 COMM CNTRS	11/13/15	248020	42.56-
00077 G & K SERVICES	1035660377	00156654	15000045	UNIFORMS 11/02 COMM CNTRS	11/13/15	248020	56.56-
G & K SERVICES							
Sum							184.24-
00077 GRIFFIN, CATHERINE JOY (	SIGLER CENTE	00201690	15000057	DAMAGE DEPOSIT REFUND	11/13/15	248028	100.00-

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GRIFFIN, CATHERINE JOY (

Sum                                                                                                                100.00-
 00077 HUGHES SUPPLY            3473501      00156277 15000037 A/C SUPP MCNAIR CENTER             11/13/15   248045         171.67-
                                                                                                          ---------------
HUGHES SUPPLY
Sum                                                                                                                171.67-
 00077 JACKSON, ROOSEVELT III   674677       00156330 15000051 PAINT INTERIOR CE ROY CENTER       11/13/15   248054       3,965.00-
                                                                                                          ---------------
JACKSON, ROOSEVELT III
Sum                                                                                                              3,965.00-
 00077 LOFTIN, KATHY (REFUND)   SHERRILL CEN 00201690 15000060 DAMAGE DEPOSIT REFUND              11/13/15   248075         100.00-
                                                                                                          ---------------
LOFTIN, KATHY (REFUND)
Sum                                                                                                                100.00-
 00077 MS CHILDREN'S HOME SOCIE SHERRILL CEN 00201690 15000056 DAMAGE DEPOSIT REFUND              11/13/15   248112         100.00-
                                                                                                          ---------------
MS CHILDREN'S HOME SOCIE
Sum                                                                                                                100.00-
 00077 MS POWER COMPANY         11/15 COMM C 00020163 15000052 MNTHLY ELEC-COMM CNTRS             11/13/15   248117       4,186.44-
                                                                                                          ---------------
MS POWER COMPANY
Sum                                                                                                              4,186.44-
 00077 OFFICE DEPOT INC         1856159614   00156169 15000036 PRINTER SUPP CE ROY OFFICE         11/13/15   248129          33.53-
                                                                                                          ---------------
OFFICE DEPOT INC
Sum                                                                                                                 33.53-
 00077 OMEGA PSI PHI FRATERNITY CULTURAL CEN 00201690 15000062 DAMAGE DEPOSIT REFUND              11/13/15   248130         250.00-
                                                                                                          ---------------
OMEGA PSI PHI FRATERNITY
Sum                                                                                                                250.00-
 00077 SMITH, JIM SERVICES      84827(A)     00156317 15000049 LABOR BOILER CK VALVE SHERRIL      11/13/15   248160         350.00-
 00077 SMITH, JIM SERVICES      84827(B)     00156662 15000050 ADDL AMT DUE PO#156317             11/13/15   248160          77.88-
                                                                                                          ---------------
SMITH, JIM SERVICES
Sum                                                                                                                427.88-
 00077 SOLAR SUPPLY INC         3473500      00156274 15000038 A/C SUPP SHERRILL CENTER           11/13/15   248161         202.07-
                                                                                                          ---------------
SOLAR SUPPLY INC
Sum                                                                                                                202.07-
 00077 THYSSENKRUPP ELEVATOR CO 3002177279   00156652 15000041 MAINT 11/15-1/16 CULTURAL CTR      11/13/15   248177         878.52-
                                                                                                          ---------------
THYSSENKRUPP ELEVATOR CO
Sum                                                                                                                878.52-
 00077 WILLIAMS, MARGARET (REFU CULTURAL CEN 00201690 15000061 DAMAGE DEPOSIT REFUND              11/13/15   248195         250.00-
                                                                                                          ---------------
WILLIAMS, MARGARET (REFU
Sum                                                                                                                250.00-

 00077 WILLMUT GAS & OIL COMPAN 11/15 COMM C 00020163 15000053 MNTHLY GAS-COMM CNTRS              11/13/15   248196         264.90-
                                                                                                          ---------------
```

WILLMUT GAS & OIL COMPAN	
Sum	264.90-

Sum	27,157.81-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 13, 2015

Date - 11/12/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201696	15000018	TRF 1ST 11/15 PAYROLL	11/10/15	310724	6,960.90-
CITY OF HATTIESBURG FUND							
Sum							6,960.90-
00082 LOCKHART CONSTRUCTION	10/20/15	00156695	15000017	310 BOWLING DRAW #3	11/09/15	310722	20,000.00-
LOCKHART CONSTRUCTION							
Sum							20,000.00-
Sum							26,960.90-
Grand Total Level							
Sum							3,396,951.61-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING NOVEMBER 13, 2015

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	LOUISIANA MUNICIPAL CLERKS ASSOC	REG-BERNARDO/IIMC	156777	15000838	REG-BERNARDO/IIMC MEET 12/2-4	11/12/15	110330	125.00
01	LOUISIANA MUNICIPAL CLERKS ASSOC	REG-EATON/IIMC	156781	15000840	REG-EATON/IIMC MEET 12/2-4	11/12/15	110332	125.00
01	CENTER FOR GOVT & COMMUNITY DEVELOPMENT	REG-BERNARDO/15MMCCA	156775	15000841	REG-BERNARDO/15MMCCA/12/15-18	11/12/15	110333	160.00
01	KERMAS EATON	TRAV ADV-EATON/IIMC	156780	15000839	TRAVEL ADVANCE-EATON IIMC MEET 12/2-4	11/12/15	110331	500.00
							TOTAL	910.00

ADDENDUM CLAIMS DOCKET
PERIOD ENDING NOVEMBER 13, 2015

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
1	GLADDEN LAW OFFICE	75,76,77	156826	Legal Services-Zoning issues	11/16/2015	10346	3,856.00
1	Albert & Mccleskey Associates Architects	10	156827	Public Safety Complex	11/16/2015	10347	238,411.33
						TOTAL	242,267.33

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, November 17, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items V.-14 and V.-15 at the request of the Administration as follows:

2015-2285 Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

Attachments: Lease Agreement

executed Lease Agreement

2015-2286 Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of $ 4,500.00.

Attachments: Rental Agreement- Covington

executed Rental Agreement- Covington

City of Hattiesburg, MS

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

Master

File Number: 2015-2285

File ID:	2015-2285	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	11/17/2015
Brief Title:	Lease agreement with Forrest County for Old Federal Building			**Final Action:**	11/17/2015
				Minute Book Number:	MB2015-340

Title:

Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Lease Agreement, executed Lease Agreement	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	11/17/2015					
1	City Council	11/17/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

ΓEL-No Vote:	1	Council Member Delgado

Text of Legislative File 2015-2285

Title

Authorize Mayor to execute duplicate lease agreements between the City of Hattiesburg and Forrest County for the use of the Old Federal Building and associated improvements for use by lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

Summary

Lease Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

LEASE AGREEMENT

1. In consideration of the covenants and agreements hereinafter set forth, Forrest County, Mississippi, acting by and through its Board of Supervisors (hereinafter "Lessor"), does hereby lease to the City of Hattiesburg, Mississippi, by and through its Mayor and Council (hereinafter "Lessee"), the Old Federal Building and associated improvements located at 200 West Pine Street, Hattiesburg, Mississippi, for use by Lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

2. The term of this lease shall run from November 1, 2015, through and including October 31, 2018, at an agreed rate of $1.00 per month, payable by Lessee at any time during the term of this lease at the offices of the Lessor. Lessee may elect to extend the term of said Lease Agreement for one (1) calendar year by giving written notice to Lessor on or before May 31, 2018.

3. In further consideration of its leasehold interest, Lessee agrees and covenants to make certain permanent improvements to the premises at Lessee's expense in order to facilitate access by persons with disabilities pursuant to the Americans with Disabilities Act. Lessee acknowledges that the premises comprise a registered historic landmark and agree and covenant to obtain all necessary regulatory approvals, including but not limited to the approval of the Mississippi Department of Archives and History, in connection with said improvements. Lessee shall obtain Lessor's preapproval in writing for any improvements to or permanent modifications of the premises, title, use and possession of all of which shall pass to Lessor upon termination of this Lease Agreement.

4. The Lessee also expressly agrees and covenants as follows:

   a. To use the leased premises only for the purpose recited above and, in any and all events, only for lawful purposes.

   b. Not to commit or permit any waste on the premises, nor allow any nuisance to exist thereon, and to abate any nuisance that may arise promptly and without expense to Lessor.

c. Not to use or permit anything to remain about the premises which will invalidate or increase the premium rate of any policy of insurance which the Lessor may at any time hold on the premises.

d. To take care of the leased premises and to deliver the same to Lessor in as good order and repair as the same now are, reasonable wear and tear excepted.

e. To contract for the provision of any and all utilities, for liability insurance covering Lessee's operations on the premises, and for the insurance of Lessee's possessions stored on the premises without expense to Lessor.

4. Violation of any of the foregoing covenants shall grant Lessor the rights to immediately terminate this agreement and to take immediate possession of the leased premises. Either party to this agreement may terminate the same for any reason by providing written notice of at least one hundred eighty (180) calendar days to the other party at the address listed below.

WITNESS the signatures of the parties to this indenture:

FORREST COUNTY, MISSISSIPPI

Date: ____________ By: ________________________________

President, Forrest County Board of Supervisors
P.O. Box 1310
Hattiesburg, MS 39403

ATTEST:

____

CITY OF HATTIESBURG, MISSISSIPPI

Date: ____________ By: ________________________________

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

ATTEST:

____

STATE OF MISSISSIPPI
COUNTY OF FORREST

LEASE AGREEMENT

1. In consideration of the covenants and agreements hereinafter set forth, Forrest County, Mississippi, acting by and through its Board of Supervisors (hereinafter "Lessor"), does hereby lease to the City of Hattiesburg, Mississippi, by and through its Mayor and Council (hereinafter "Lessee"), the Old Federal Building and associated improvements located at 200 West Pine Street, Hattiesburg, Mississippi, for use by Lessee as parking, office, storage, and courtroom space for the Hattiesburg Municipal Court.

2. The term of this lease shall run from November 1, 2015, through and including October 31, 2018, at an agreed rate of $1.00 per month, payable by Lessee at any time during the term of this lease at the offices of the Lessor. Lessee may elect to extend the term of said Lease Agreement for one (1) calendar year by giving written notice to Lessor on or before May 31, 2018.

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   a. To use the leased premises only for the purpose recited above and, in any and all events, only for lawful purposes.

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c. Not to use or permit anything to remain about the premises which will invalidate or increase the premium rate of any policy of insurance which the Lessor may at any time hold on the premises.

d. To take care of the leased premises and to deliver the same to Lessor in as good order and repair as the same now are, reasonable wear and tear excepted.

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WITNESS the signatures of the parties to this indenture:

FORREST COUNTY, MISSISSIPPI

Date: ____________ By: ______________________________

President, Forrest County Board of Supervisors
P.O. Box 1310
Hattiesburg, MS 39403

ATTEST:

____

CITY OF HATTIESBURG, MISSISSIPPI

Date: 11-17-15 By: ______________________________

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

ATTEST:

____

City of Hattiesburg, MS

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

Master

File Number: 2015-2286

File ID: 2015-2286 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 11/17/2015

Brief Title: Rental agreement with Covington Sales **Final Action:** 11/17/2015

Minute Book Number: MB2015-340-341

Title:

Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of $ 4,500.00.

Notes:

Sponsors: **Enactment Date:**

Attachments: Rental Agreement- Covington, executed Rental Agreement- Covington **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	11/17/2015					
1	City Council	11/17/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of $ 4,500.00.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

TEL - No Vote: 1 - Delgado

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

TEL-No Vote: 1 Council Member Delgado

Text of Legislative File 2015-2286

Title

Authorize the Mayor to execute rental agreement between the City of Hattiesburg and Covington Sales & Service, Inc for one(1) Pipehunter Model 7834TM truck mounted sewer cleaner for a period not to exceed (1) one month, at a cost of $ 4,500.00.

Summary

Rental Agreement

Budget Information

Expenditure Type

Purchasing Item

RENTAL

THIS AGREEMENT made an entered into this **17th** day of **November**, **2015** between:

Covington Sales & Service, Inc.
P.O. Box 1144
Denham Springs, LA 70727

hereinafter referred to as Lessor, and

CITY OF HATTIESBURG
900 James Street
Hattiesburg, MS 39401

hereinafter referred to as Lessee,

WITNESSETH:

That Lessor does hereby rent and demise unto Lessee the following described movable property, together with all accessories:

One (1) Pipehunter Model 7834TM Truck Mounted
Sewer Cleaner mounted on a 2008 Ford Model F-550
Chassis VIN: 3FRML55Z58V085338

Mileage: 109,495 Hours: 336

I. This rent is for a Monthly Rental, commencing on the **17th** day of **November, 2015**, for and in consideration of **One (1) Month Rental of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100's ($4,500.00) returning on 17th December, 2015.**

II. The Lessor and Lessee covenant and agree with each other on the following terms and conditions as set forth in this agreement:

1. This rental agreement is effective as of the **17th** day of **November**, 2015 thru the **17th** day of **December**, **2015**.
2. The Lessee shall provide liability and property damage insurance and be listed as an additional insured for the above property in the amount of $ 50,000.00.

3. The maintenance of the rental property shall be at the expense of the Lessee, and, if made by Lessor, the cost thereof shall be paid by Lessee on demand. Lessee obligates himself to keep the rental property maintained properly and in good working order.

4. The Lessee shall engage and use experienced and qualified employees in operating the rental property herein described, and shall direct, control and manage the use thereof as a prudent administrator.

5. Upon termination of this rental, Lessee shall promptly, peaceably surrender the rental property in the same state and condition as said property is in at the commencement of this rental, normal wear and tear and fortuitous event excepted.

6. Equipment shall be cleaned upon return or there will be a **<u>$500.00</u>** charge for cleaning of equipment. The following is a list of accessories on the truck and shall be returned with the truck.

1ea. - 3/4" Bullet Nozzle
1 ea. - 3/4" Penetrator
1 ea. - Long John Nozzlew
1 ea. - Handgun Hose - No Handgun
1 ea. - Suction Hose
2 ea. - 4' Tubes
1 ea. - 5' Tube
1 ea. - Trash Nozzle
1 ea. - Nozzle Skid
1 ea. - Tiger Tail

IV. This agreement shall constitute the entire contract between the parties hereto.

IN WITNESS THEREOF the parties hereto have executed this Rental Agreement on the **17th** day of **November**, **2015**, at Denham Springs, Louisiana, in the presence of the undersigned witnesses.

WITNESSES:

Pat Sanchez ______________________ Chris Reinecke ______________________
Covington Sales & Service, Inc., LESSOR

______________________ ______________________
CITY OF HATTIESBURG LESSEE

RENTAL

THIS AGREEMENT made an entered into this **17th** day of **November, 2015** between:

Covington Sales & Service, Inc.
P.O. Box 1144
Denham Springs, LA 70727

hereinafter referred to as Lessor, and

CITY OF HATTIESBURG
900 James Street
Hattiesburg, MS 39401

hereinafter referred to as Lessee,

WITNESSETH:

That Lessor does hereby rent and demise unto Lessee the following described movable property, together with all accessories:

One (1) Pipehunter Model 7834TM Truck Mounted
Sewer Cleaner mounted on a 2008 Ford Model F-550
Chassis VIN: 3FRML55Z58V085338

Mileage: 109,495 Hours: 336

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1 ea. - 3/4" Penetrator
1 ea. - Long John Nozzlew
1 ea. - Handgun Hose - No Handgun
1 ea. - Suction Hose
2 ea. - 4' Tubes
1 ea. - 5' Tube
1 ea. - Trash Nozzle
1 ea. - Nozzle Skid
1 ea. - Tiger Tail

IV. This agreement shall constitute the entire contract between the parties hereto.

IN WITNESS THEREOF the parties hereto have executed this Rental Agreement on the **17th** day of **November**, **2015**, at Denham Springs, Louisiana, in the presence of the undersigned witnesses.

WITNESSES:

Pat Sanchez ______________________

Chris Rincke
Covington Sales & Service, Inc., LESSOR

Johnny P DuPree
CITY OF HATTIESBURG LESSEE

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