

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 5, 2013

4:30 PM

Council Chambers

City Council

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

- VI.-1** [2013-0725](#) Adopt the November 5, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: [November 2013 Budget Amendments](#)
[executed November 2013 Budget Amendments](#)

- VI.-2** [2013-0724](#) TAKE FROM THE TABLE AND Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

Attachments: [Staff Summary 14 Old Hwy 98](#)
[14 Old Hwy 98 Image Pgs \(Kenny Sumrall\)](#)
[October 2013 PC Minutes](#)
[Ordinance Rezone 14 Old Highway 98](#)
[executed Ordinance Rezone 14 Old Highway 98 ORD#3120](#)

- VI.-3** [2013-0722](#) TAKE FROM THE TABLE AND Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5). The Planning Commission voted 5-0 to approve this petition.

Attachments: [Staff Summary 14 Old Hwy 98](#)
[14 Old Hwy 98 Image Pgs \(Kenny Sumrall\)](#)
[October 2013 PC Minutes](#)

- VI.-4** [2013-0707](#) Rescind resolutions adopted September 17, 2013 (Minute Book 2013, Page 288) for properties at 210 Rosa Ave. and 105 Montague St., per attached memo.

Attachments: [11-5-13 Memo](#)

- VI.-5** [2013-0723](#) Rescind approval of lighting proposal with Mississippi Power to provide light poles, fixtures, and installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue as approved at minute book number MB 2013-236, and authorize Mayor to execute new agreement with Mississippi Power for the aforementioned services with a more economical billing option for the monthly maintenance costs.

Attachments: [Hardy St. Lights Proposal](#)
[Hardy Street Lighting Proposal-original](#)
[executed Hardy St. Lights Proposal](#)

- VI.-6** [2013-0727](#) Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of taxes by the Lamar County Tax Collector and the redemption of property sold for taxes

Attachments: [Interlocal Agreement Lamar County Taxes](#)
[executed Interlocal Agreement Lamar County Taxes](#)

- VI.-7** [2013-0718](#) Authorize Mayor to execute a Joint Petition to the Mississippi Public Service Commission from the City of Hattiesburg and the Rawls Springs Utility District requesting that a portion of Rawls Springs Utility District's certified area for water service in Forrest County be released and relinquished to the City of Hattiesburg for water service.

Attachments: [Petition - MS Public Service Commission.1](#)
[Rawls Springs Release Area](#)
[RAWL SPRINGS UTILITY DISTRICT - RELEASE AREA FOR HBURG AREA A](#)
[executed Petition - MS Public Service Commission.1](#)

- VI.-8** [2013-0715](#) Approve Supplemental Agreement No. 8 with ARE Consultants, Inc. for engineering services associated with the Runway 13-31 Rehabilitation/Restoration Part One project; Authorize performance of Phase I of said agreement; Authorize Mayor to execute agreement.

Attachments: [Supplemental Agreement No. 8](#)
[executed Supplemental Agreement No. 8](#)

- VI.-9** [2013-0714](#) Approve Change Order for Additive Alternate No. 1 of the Airport Drainage & Safety Area Improvements Part Two project (Project AIP No. 3-28-0031-0020-2013) for which bids were accepted June 27, 2013 increasing the contract \$81,677.00; Authorize Mayor to execute same.

Attachments: [Change Order Add Alternate #1](#)
 [Change Order Add Alternate #1 Letter](#)
 [Bid Tab](#)
 [executed Change Order Add Alternate #1](#)

- VI.-10** [2013-0703](#) Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Zepher Means of 136 Ruby Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: [COHCD Contractor & Z. Means Agreement 10.28.13](#)
 [Grant Agreement - Z. Means \(\\$10K-\) 10.28.13](#)
 [executed COHCD Contractor & Z. Means Agreement 10.28.13](#)
 [executed Grant Agreement - Z. Means \(\\$10K-\) 10.28.13](#)

- VI.-11** [2013-0716](#) Acknowledge receipt of Order from the Mississippi Public Service Commission approving the sale and transfer of the Certificate of Public Convenience and Necessity and certain assets from Total Environmental Solutions, Inc. to Bent Creek Utility, Inc. to provide sewer service in a specified area of Lamar County, as further described in the attached order.

Attachments: [Bent Creek Utility Order](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0709](#) Approve One Year agreements (2) with Adobe Form Central. For online processing of Job Applications and other Forms, at a cost of 11.99 monthly each or 143.99 Yearly each.

Attachments: [AdobeFormCentralFeatures.pdf](#)

- VII.-2** [2013-0697](#) Authorize Mayor to execute a one year contract 01/01/14 through 12/31/14 with IBM for City Hall AS400's hardware and software for \$8,174.19.

Attachments: [ibm2013maintance.PDF](#)
 [executed ibm2013maintance](#)

- VII.-3** [2013-0706](#) Acknowledge receipt of the two bid purchase docket for the period of October 1, 2013 through October 28, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: [11-05-Two Quote Docket](#)

- VII.-4** [2013-0678](#) Acknowledge Receipt of Memo Correcting Proceedings of Public Hearing of September 16, 2013 found in Minute Book 2013, Pages 277-282.

Attachments: [11-5-13 Memo](#)

- VII.-5** [2013-0682](#) Acknowledge Receipt of Memo correcting the Case Numbers of resolutions on unsafe properties adopted September 17, 2013 at Minute Book 2013, Page 288.

Attachments: [MEMORANDUM Correcting Resolutions Adopted](#)

- VII.-6** [2013-0700](#) Acknowledge receipt of State Homeland Security Grant Program Award. Grant No M11HS205T in the amount of \$10,080.00; authorize acceptance and execution of Grant recipient Agreement.

Attachments: [receipt of State Homeland Security Grant Program Award](#)
[executed receipt of State Homeland Security Grant Program Award](#)

- VII.-7** [2013-0699](#) Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$47,000.00. and Authroize acceptance and execution of Grant Recipient Agreement...

Summary
Homeland Security Grant Award

Attachments: [Homeland Security Grant Program Award](#)
[executed Homeland Security Grant Program Award](#)

- VII.-8** [2013-0701](#) Acknowledge submission of C Spire Get Fiber First RFI response.

Attachments: [CSpireRFI Exhibit A](#)
[Exhibit B cspire Hattiesburg](#)
[Hburg ITS-CITY Existing-Proposed](#)
[Pages from Hardy Street ITS Hwy49 to Downtown](#)
[CSpire-GetItFirst-Hattiesburg](#)

- VII.-9** [2013-0702](#) Acknowledge submission of National League of Cities Expanding Health Access to Children and Families planning grant RFP in the amount of \$30,000.

Attachments: [City of Hattiesburg RFP-Final](#)

- VII.-10** [2013-0711](#) Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Attachments: [Gordon Creek Bank Stabilization - Bid Results and Recommendations](#)
[Gordon Creek Bid Tab](#)
[Supporting case decision on right of public body to determine best bid](#)

- VII.-11** [2013-0710](#) Acknowledge receipt of bids on October 24, 2013 for the Amen Corner Bank Stabilization Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$27,200.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Attachments: [Bid Results and Recommendations](#)
[Amen Corner Bid Tab](#)

- VII.-12** [2013-0708](#) Acknowledge bids received October 24, 2013 for the Drainage Improvements to Priest Creek Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$269,340.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Attachments: [Bid Award Letter](#)
[Bid Tab w Unit Prices](#)

- VII.-13** [2013-0712](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

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

- VII.-14** [2013-0713](#) Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum.{Entitlement}

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

- VII.-15** [2013-0719](#) Approve claims docket for the period ending October 31, 2013.

Attachments: [Claims Docket 11-5-13](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0725

File ID: 2013-0725

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/30/2013

Brief Title: November 5, 2013 Budget Amendments

Final Action: 11/05/2013

Minute Book Number: MB2013-328

Title: Adopt the November 5, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: November 2013 Budget Amendments, executed
November 2013 Budget Amendments

Enactment Number:

Contact: Connie Everett

Meeting Date: 11/05/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt the November 5, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014, with the removal of the Fire Department radios, and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Council member Carroll asked Ms. Everett if she has removed [the budget item for the Fire Department radios]. Ms. Everett replied that removing it had been discussed but that she did not do so yet because she did not know the full Council's intentions and because Chief Presley may have wanted an opportunity to talk with Council members.

Council President Bradley said that he has talked with Chief Presley and that the Chief will gather additional information for the Council and that necessary adjustments will be made at a later time. He asked Ms. Everett if removing the budget item for the radios refers to income and expenses.

Mayor DuPree asked Ms. Everett if she had included just the increase; Ms. Everett stated that she included the proceeds to borrow to cover the purchase of the radios and debt service on the payment of the radios. She said that there is \$60,000 in the municipal fire fund that she moved to the general fund because of the size of the purchase, and that it is best to remove what is in the general fund and then adjust the debt service downward.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2013-0725

Title

Adopt the November 5, 2013 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish resolution one time in Hattiesburg American

MEMORANDUM

TO: Mayor DuPree; Members of City Council
FROM: Connie Everett, CFO
DATE: November 5, 2013
SUBJECT: Proposed Budget Amendments

The amendments detailed below are necessary to adjust estimated beginning fund balances to the actual amounts, as well as to budget for open purchase orders carried from FY 2013, which will be paid in FY 2014. The amendments for the General Fund will be reflected as a change to the budgeted ending cash balance.

Budgeted Ending Cash		\$2,291,224
Revenue Adjustments:		
Federal Grants	300,000	
Adjust Beginning Cash to actual	<u>423,225</u>	723,225
Expenditure Adjustments:		
Mayor/Admin – omitted salary adjustment and advertising	-18,603	
Loss Control – prior year purchase order – vehicle repair	-672	
Urban Dev – omitted salary adjustment	-1,285	
Info.Systems – prior year purchase order – software	-92,005	
Gen.Govt.Bldg – prior year purchase order – a/c parts	-1,925	
Depot – prior year purchase order – painting bldg.	-50,000	
Police – omitted salary adjustments; prior yr purchase orders	-46,509	
P/f Training – prior year purchase orders; grant adjustment	-26,989	
Fire – prior yr purchase orders; radio upgrade	-5,183	
Code Enfcmnt – omitted salary adj; prior yr purchase orders	-5,476	
Traffic – prior year purchase orders	-11,201	
Streets – omitted salary adj; prior yr purchase orders	-121,015	
Engineering – prior year purchase order	-77,244	
GOFs – omitted salary adj; prior year purchase orders	-4,285	
Drainage – omitted salary adj; prior yr purchase orders	-143,449	
Construction – prior year purchase orders	-57,994	
Sanitation – prior year purchase orders	-27,898	
Health – prior year purchase orders	-9,546	
Debt Service – debt pmts for vehicles and radios	-622,250	
Airport – prior year purchase orders	-5,000	
Cemetery – prior yr purchase order for paving	-58,300	
Parking – omitted salary adj; prior yr purchase order	-3,690	<u>1,390,519</u>
Amended Budgeted Ending Cash		\$1,623,930

Memorandum

November 5, 2013

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Parks & Recreation Fund:	
Prior year purchase orders (lighting upgrades); engineering design for E. Hardy Street park	\$ 160,292
Water & Sewer O & M Fund:	
Prior year purchase orders; omitted salary adjustments	\$ 63,887
Water & Sewer bond & Interest Fund:	
Paying agent fees	\$ 5,000
Police Forfeitures Fund:	
Adjust beginning cash	\$ -7,346
Airport Improvement Fund:	
Adjust project budget and beginning cash	\$ -148,666
Municipal Road & Bridge Fund:	
Adjust grant revenues and funds expended; beginning cash	\$ 72,778
Mass Transit Fund:	
Prior year purchase orders	\$ 4,739
Water & Sewer Construction Fund:	
Adjust project budgets and beginning cash; prior year purchase orders	\$ -603,284
Community Centers Fund:	
Beginning cash; omitted salary adjustment; prior year purchase orders	\$ 11,263
CDBG Fund:	
Adjust beginning cash	\$ -32,262
Series 2009 Bond Construction (AMR Project) Fund:	
Adjust beginning cash	\$ 3,871
Series 2001 G. O. Bond Construction Fund:	
Adjust beginning cash	\$ 45,361
MDB Construction Fund:	
Adjust beginning cash	\$ 797
Kamper Park Improvements Fund:	
Adjust beginning cash	\$ 237

Memorandum

November 5, 2013

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Series 2010 Water & Sewer G. O. Bond Construction Fund:

Adjust project budget and beginning cash	\$ -490,639
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Series 2012 Water & Sewer Bond Construction Fund:

Adjust beginning cash and project budget	\$ -373,872
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If you should need further explanation of the above information, please give me a call.

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$372,600	\$92,005	\$464,605	Budget for purchase orders carried from prior year for purchase of software

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police/Fire Training Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$155,320	\$23,719	\$179,039	Budget for purchase orders carried from prior year and grant allocation

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$4,311	\$4,311	Budget for purchase orders carried from prior year for office equipment

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Debt Service Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,223,140	\$603,200	\$1,826,340	Budget additional debt service on equipment purchases

Section 5. That the following budget amendments are hereby authorized to be made in
the City's General Fund Debt Service Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$145,675	\$19,050	\$164,725	Budget for additional debt service on equipment purchases

Section 6. That the following budget amendments are hereby authorized to be made in
the City's General Fund Cemetery Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$69,500	\$58,300	\$127,800	Budget for purchase orders carried from prior year for cemetery road paving

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$395,535	\$146,162	\$541,697	Budget for purchase orders carried from prior year for field lighting upgrades

Section 8. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Bond & Interest Fund Paying Agent Fees Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,500	\$5,000	\$7,500	Budget for increase in paying agent fees

Section 9. That the following budget amendments are hereby authorized to be made in
the City's Municipal Road & Bridge Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$13,075	\$13,075	Budget for purchase orders carried from prior year

Section 10. That the following budget amendments are hereby authorized to be made in
the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund
Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$463,000	\$55,778	\$518,778	Budget for purchase orders carried from prior year

Section 11. That the following budget amendments are hereby authorized to be made in
the City's Series 2009 General Obligation Bonds (AMR Project) Fund Other Services & Charges
Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$15,000	\$18,871	\$33,871	Reallocate remaining fund balance for professional services

Section 12 . That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th
day of November, 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

	Original FY 2014 Budgets	October Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>					
Taxes -Other	\$31,000		\$31,000		\$31,000
Licenses & Permits	4,459,500		4,459,500		\$4,459,500
Intergovernmental Revenues:					
Federal	1,312,743		1,312,743	300,000	\$1,612,743
State	190,144		190,144		\$190,144
State-Shared	21,556,000		21,556,000		\$21,556,000
County/City Shared	80,640		80,640		\$80,640
Charges for Services:					\$0
Public Safety	190,000		190,000		\$190,000
Streets	20,100		20,100		\$20,100
Sanitation	2,220,000		2,220,000		\$2,220,000
Misc.	0		0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000
Misc. Revenues	150,540		150,540		\$150,540
Transfers-In	604,000		604,000		\$604,000
Non-Revenue Receipts	1,914,400		1,914,400		\$1,914,400
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$34,331,067	\$0	\$34,331,067	\$300,000	\$34,631,067
Beg. Fund Balance	4,600,000		4,600,000	423,225	\$5,023,225
Property Tax Levy	12,385,000	0	12,385,000		\$12,385,000
TOTAL AVAIL. REVENUES	\$51,316,067	\$0	\$51,316,067	\$723,225	\$52,039,292

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council					
Personnel	\$210,215		\$210,215		\$210,215
Supplies & Expenses	3,400		3,400		\$3,400
Other Services & Charges	122,440		122,440		\$122,440
Capital Outlays	0		0		\$0
Total - City Council	\$336,055	\$0	\$336,055	\$0	\$336,055
City Court					
Personnel	\$913,163		\$913,163		\$913,163
Supplies & Expenses	19,500		19,500		\$19,500
Other Services & Charges	80,000		80,000		\$80,000
Capital Outlays	0		0		\$0
Total - City Court	\$1,012,663	\$0	\$1,012,663	\$0	\$1,012,663
Mayor/Admin.					
Personnel	\$539,621		\$539,621	\$1,120	\$540,741
Supplies & Expenses	12,900		12,900		\$12,900
Other Services & Charges	102,650		102,650	17,483	\$120,133
Capital Outlays	38,000		38,000		\$38,000
Total - Mayor/Admin.	\$693,171	\$0	\$693,171	\$18,603	\$711,774
Elections					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0	21,800	21,800		\$21,800
Capital Outlays	0		0		\$0
Total - Elections	\$0	\$21,800	\$21,800	\$0	\$21,800
Muni. Clerk					
Personnel	\$156,959		\$156,959		\$156,959
Supplies & Expenses	3,800		3,800		\$3,800
Other Services & Charges	34,540		34,540		\$34,540
Capital Outlays	0		0		\$0
Total - Muni Clerk	\$195,299	\$0	\$195,299	\$0	\$195,299
Accounting					
Personnel	\$275,316		\$275,316		\$275,316
Supplies & Expenses	6,860		6,860		\$6,860
Other Services & Charges	2,075		2,075		\$2,075
Capital Outlays	2,900		2,900		\$2,900
Total - Accounting	\$287,151	\$0	\$287,151	\$0	\$287,151
Purchasing					
Personnel	\$135,682		\$135,682		\$135,682
Supplies & Expenses	6,250		6,250		\$6,250
Other Services & Charges	1,320		1,320		\$1,320
Capital Outlays	0		0		\$0
Total - Purchasing	\$143,252	\$0	\$143,252	\$0	\$143,252
City Attorney					
Personnel	\$94,320		\$94,320		\$94,320
Supplies & Expenses	0		0		\$0
Other Services & Charges	18,500		18,500		\$18,500
Capital Outlays	0		0		\$0
Total - City Attorney	\$112,820	\$0	\$112,820	\$0	\$112,820
Human Resources					
Personnel	\$198,234		\$198,234		\$198,234
Supplies & Expenses	8,920		8,920		\$8,920
Other Services & Charges	4,640		4,640		\$4,640
Capital Outlays	3,200		3,200		\$3,200

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

	Original FY 2014 Budgets	October Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
Total - Human Resources	\$214,994	\$0	\$214,994	\$0	\$214,994
Loss Control					
Personnel	\$106,457		\$106,457		\$106,457
Supplies & Expenses	5,505		5,505	672	\$6,177
Other Services & Charges	4,845		4,845		\$4,845
Capital Outlays	0		0		\$0
Total - Loss Control	\$116,807	\$0	\$116,807	\$672	\$117,479
Urban Development					
Personnel	\$509,016		\$509,016	\$1,285	\$510,301
Supplies & Expenses	28,374		28,374		\$28,374
Other Services & Charges	112,069		112,069		\$112,069
Capital Outlays	0		0		\$0
Total - Urban Dev.	\$649,459	\$0	\$649,459	\$1,285	\$650,744
Information Systems					
Personnel	\$388,604		\$388,604		\$388,604
Supplies & Expenses	46,100		46,100		\$46,100
Other Services & Charges	432,925		432,925		\$432,925
Capital Outlays	321,500		321,500	92,005	\$413,505
Total - Inf. Systems	\$1,189,129	\$0	\$1,189,129	\$92,005	\$1,281,134
Gen. Gov't Building					
Personnel			\$0		\$0
Supplies & Expenses	27,610		27,610		\$27,610
Other Services & Charges	177,758		177,758	1,925	\$179,683
Capital Outlays	0		0		\$0
Total - Gen. Gov't Building	\$205,368	\$0	\$205,368	\$1,925	\$207,293
Intermodal Facility (Depot) O & M:					
Personnel			\$0		\$0
Supplies & Expenses	13,500		13,500		\$13,500
Other Services & Charges	90,340		90,340	50,000	\$140,340
Capital Outlays	0		0		\$0
Total - Depot O & M	\$103,840	\$0	\$103,840	\$50,000	\$153,840
Metro Planning					
Personnel	\$211,706		\$211,706		\$211,706
Supplies & Expenses	17,450		17,450		\$17,450
Other Services & Charges	210,200		210,200		\$210,200
Capital Outlays	6,000		6,000		\$6,000
Total - Metro Planning	\$445,356	\$0	\$445,356	\$0	\$445,356
Gen. Gov't Insurance/Other serv.					
Personnel	\$3,211		\$3,211		\$3,211
Supplies & Expenses	1,200		1,200		\$1,200
Other Services & Charges	1,672,168		1,672,168		\$1,672,168
Capital Outlays	0		0		\$0
Total - Gen. Gov't Insur/other Serv.	\$1,676,579	\$0	\$1,676,579	\$0	\$1,676,579
Federal Programs Administration					
Personnel	\$135,909		135,909		\$135,909
Supplies	4,100		4,100		\$4,100
Other Services & Charges	9,150		9,150		\$9,150
Capital Outlay	1,000		1,000		\$1,000
Total - Federal Programs Admin.	\$150,159	\$0	\$150,159	\$0	\$150,159
Recap - General Government Cost Centers					
Personnel	\$3,878,413	\$0	\$3,878,413	\$2,405	\$3,880,818
Supplies & Expenses	\$205,469	\$0	\$205,469	\$672	\$206,141
Other Services & Charges	\$3,075,620	\$21,800	\$3,097,420	\$69,408	\$3,166,828
Capital Outlays	\$372,600	\$0	\$372,600	\$92,005	\$464,605
Total - Gen. Government	\$7,532,102	\$21,800	\$7,553,902	\$164,490	\$7,718,392
Police					
Personnel	\$9,869,321		\$9,869,321	\$3,122	\$9,872,443
Supplies & Expenses	729,505		729,505	17,262	\$746,767
Other Services & Charges	460,830		460,830	4,525	\$465,355
Capital Outlays	891,970		891,970	21,600	\$913,570
Total - Police	\$11,951,626	\$0	\$11,951,626	\$46,509	\$11,998,135
Police & Fire Training					
Personnel	\$33,733		\$33,733		\$33,733
Supplies & Expenses	155,320		155,320	23,719	\$179,039
Other Services & Charges	136,710		136,710	3,270	\$139,980
Capital Outlays	25,000		25,000		\$25,000
Total - Police & Fire Training	\$350,763	\$0	\$350,763	\$26,989	\$377,752
Fire					
Personnel	\$6,782,570		\$6,782,570		\$6,782,570
Supplies & Expenses	358,155		358,155	4,183	\$362,338
Other Services & Charges	319,370		319,370	1,000	\$320,370
Capital Outlays	24,700		24,700		\$24,700
Total - Fire Dept.	\$7,484,795	\$0	\$7,484,795	\$5,183	\$7,489,978

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

	Original FY 2014 Budgets	October Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
Code Enforcement					
Personnel	\$577,594		\$577,594	\$927	\$578,521
Supplies & Expenses	32,200		32,200	238	\$32,438
Other Services & Charges	58,150		58,150		\$58,150
Capital Outlays	0		0	4,311	\$4,311
Total - Code Enforcement	\$667,944	\$0	\$667,944	\$5,476	\$673,420
Contractual Services - Public Safety					
Personnel	\$191,130		\$191,130		\$191,130
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,892,000		1,892,000		\$1,892,000
Capital Outlays			0		\$0
Total - Cont. Serv. - Public Safety	\$2,083,130	\$0	\$2,083,130	\$0	\$2,083,130
<u>Public Services Cost Centers:</u>					
Traffic Maint.					
Personnel	\$407,060		\$407,060		\$407,060
Supplies & Expenses	171,420		171,420	11,201	\$182,621
Other Services & Charges	54,100		54,100		\$54,100
Capital Outlays	19,854		19,854		\$19,854
Total - Traffic Maint.	\$652,434	\$0	\$652,434	\$11,201	\$663,635
Streets					
Personnel	\$1,680,140		\$1,680,140	\$3,112	\$1,683,252
Supplies & Expenses	455,500		455,500	73,683	\$529,183
Other Services & Charges	223,700		223,700	34,340	\$258,040
Capital Outlays	259,000		259,000	9,880	\$268,880
Total - Streets	\$2,618,340	\$0	\$2,618,340	\$121,015	\$2,739,355
Street Lights					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,150,000		1,150,000		\$1,150,000
Capital Outlays	0		0		\$0
Total - Street Lights	\$1,150,000	\$0	\$1,150,000	\$0	\$1,150,000
Engineering					
Personnel	\$338,900		\$338,900		\$338,900
Supplies & Expenses	20,550		20,550		\$20,550
Other Services & Charges	278,950		278,950	77,244	\$356,194
Capital Outlays	36,345		36,345		\$36,345
Total - Engineering	\$674,745	\$0	\$674,745	\$77,244	\$751,989
Shop					
Personnel	\$472,329		\$472,329		\$472,329
Supplies & Expenses	46,475		46,475		\$46,475
Other Services & Charges	47,150		47,150		\$47,150
Capital Outlays	0		0		\$0
Total - Shop	\$565,954	\$0	\$565,954	\$0	\$565,954
GOFS					
Personnel	\$318,821		\$318,821	\$1,183	\$320,004
Supplies & Expenses	16,885		16,885		\$16,885
Other Services & Charges	24,535		24,535		\$24,535
Capital Outlays	0		0	3,102	\$3,102
Total - GOFS	\$360,241	\$0	\$360,241	\$4,285	\$364,526
Drainage					
Personnel	\$176,439		\$176,439	\$671	\$177,110
Supplies & Expenses	77,150		77,150	10,888	\$88,038
Other Services & Charges	433,000		433,000	76,515	\$509,515
Capital Outlays	744,150		744,150	55,375	\$799,525
Total - Drainage	\$1,430,739	\$0	\$1,430,739	\$143,449	\$1,574,188
Construction					
Personnel	\$698,134		\$698,134		\$698,134
Supplies & Expenses	144,634		144,634		\$144,634
Other Services & Charges	114,035		114,035	57,994	\$172,029
Capital Outlays	78,420		78,420		\$78,420
Total - Construction	\$1,035,223	\$0	\$1,035,223	\$57,994	\$1,093,217
Sanitation					
Personnel	\$1,245,489		\$1,245,489	\$2,374	\$1,247,863
Supplies & Expenses	342,400		342,400	6,086	\$348,486
Other Services & Charges	1,228,200		1,228,200	19,438	\$1,247,638
Capital Outlays	0		0		\$0
Total - Sanitation	\$2,816,089	\$0	\$2,816,089	\$27,898	\$2,843,987
Street Cleaning					
Personnel	\$67,070		\$67,070		\$67,070
Supplies & Expenses	23,700		23,700		\$23,700
Other Services & Charges	11,400		11,400		\$11,400
Capital Outlays	0		0		\$0
Total - Street Cleaning	\$102,170	\$0	\$102,170	\$0	\$102,170

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

	Original FY 2014 Budgets	October Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
Health					
Personnel	\$416,666		\$416,666		\$416,666
Supplies & Expenses	144,941		144,941	5,970	\$150,911
Other Services & Charges	7,500		7,500	3,576	\$11,076
Capital Outlays	0		0		\$0
Total - Health	\$569,107	\$0	\$569,107	\$9,546	\$578,653
Recap - Public Services:					
Personnel	\$5,821,048	\$0	\$5,821,048	\$7,340	\$5,828,388
Supplies & Expenses	\$1,443,655	0	1,443,655	107,828	\$1,551,483
Other Services & Charges	\$3,572,570	0	3,572,570	269,107	\$3,841,677
Capital Outlays	\$1,137,769	0	1,137,769	68,357	\$1,206,126
Total - Public Services	\$11,975,042	\$0	\$11,975,042	\$452,632	\$12,427,674
Animal Control					
Personnel	\$143,749		\$143,749		\$143,749
Supplies & Expenses	23,950		23,950		\$23,950
Other Services & Charges	122,423		122,423		\$122,423
Capital Outlays	20,000		20,000		\$20,000
Total - Animal Control	\$310,122	\$0	\$310,122	\$0	\$310,122
Human/Social Assist.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	159,500		159,500		\$159,500
Capital Outlays			0		\$0
Total - Human/Social Assist.	\$159,500	\$0	\$159,500	\$0	\$159,500
Economic Dev.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	160,000		160,000		\$160,000
Capital Outlays			0		\$0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000
Debt Service					
Principal	\$1,223,140		\$1,223,140	\$603,200	\$1,826,340
Interest	145,675		145,675	\$19,050	\$164,725
Total Debt Service	\$1,368,815	\$0	\$1,368,815	\$622,250	\$1,991,065
Airport					
Personnel	\$104,025		\$104,025		\$104,025
Supplies & Expenses	56,195		56,195		\$56,195
Other Services & Charges	72,975		72,975	5,000	\$77,975
Capital Outlays	53,510		53,510		\$53,510
Total - Airport	\$286,705	\$0	\$286,705	\$5,000	\$291,705
Cemetery					
Personnel	\$691,862		\$691,862		\$691,862
Supplies & Expenses	89,350		89,350		\$89,350
Other Services & Charges	53,450		53,450		\$53,450
Capital Outlays	69,500		69,500	58,300	\$127,800
Total - Cemetery	\$904,162	\$0	\$904,162	\$58,300	\$962,462
Parking Garages					
Personnel	\$197,043		\$197,043	\$3,210	\$200,253
Supplies & Expenses	7,250		7,250		\$7,250
Other Services & Charges	88,544		88,544	480	\$89,024
Capital Outlays	10,000		10,000		\$10,000
Total - Parking Garages	\$302,837	\$0	\$302,837	\$3,690	\$306,527
Transfers to Other Funds	\$3,465,500		\$3,465,500		\$3,465,500
EXPENDITURES & TRANSFERS	\$49,003,043	\$21,800	\$49,024,843	\$1,390,519	\$50,415,362
Recap - General Fund					
Personnel	\$28,290,488	\$0	\$28,290,488	\$17,004	\$28,307,492
Supplies & Expenses	3,101,049	0	3,101,049	153,902	3,254,951
Other Services & Charges	10,172,142	21,800	10,193,942	352,790	10,546,732
Capital Outlays	2,605,049	0	2,605,049	244,573	2,849,622
Principal Payments	1,223,140	0	1,223,140	603,200	1,826,340
Interest Payments	145,675	0	145,675	19,050	164,725
Total - Gen. Fund Cost Centers	\$45,537,543	\$21,800	\$45,559,343	\$1,390,519	\$46,949,862
Transfers to Other Funds	3,465,500	0	3,465,500	0	3,465,500
Total - Expenditures & Transfers	\$49,003,043	\$21,800	\$49,024,843	\$1,390,519	\$50,415,362
Ending Cash Budget	\$2,313,024	-\$21,800	\$2,291,224	-\$667,294	\$1,623,930

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

	Original FY 2014 Budgets	Nov. Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):					
Recreation Maint. Cost Center					
Personnel	\$1,132,878		\$1,132,878		\$1,132,878
Supplies & Expenses	357,446		357,446		\$357,446
Other Services & Charges	192,509		192,509	14,130	\$206,639
Capital Outlays	395,535		395,535	146,162	\$541,697
Total - Recreation Maint.	<u>\$2,078,368</u>	<u>\$0</u>	<u>\$2,078,368</u>	<u>\$160,292</u>	<u>\$2,238,660</u>
Recreation Admin.					
Personnel	\$465,726		\$465,726		\$465,726
Supplies & Expenses	100,490		100,490		\$100,490
Other Services & Charges	456,884		456,884		\$456,884
Capital Outlays	0		0		\$0
Total - Recreation Admin.	<u>\$1,023,100</u>	<u>\$0</u>	<u>\$1,023,100</u>	<u>\$0</u>	<u>\$1,023,100</u>
Kamper Park Zoo					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges			0		\$0
Capital Outlays			0		\$0
Total - Kamper Park	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Recap - Parks & Recreation Fund:					
Personnel	\$1,598,604	\$0	\$1,598,604	\$0	\$1,598,604
Supplies & Expenses	457,936	0	457,936	0	\$457,936
Other Services & Charges	649,393	0	649,393	14,130	\$663,523
Capital Outlays	395,535	0	395,535	146,162	\$541,697
Total - Recreation Maint.	<u>\$3,101,468</u>	<u>\$0</u>	<u>\$3,101,468</u>	<u>\$160,292</u>	<u>\$3,261,760</u>
Municipal Fire Protection (Fund #5):					
Personnel			\$0		\$0
Supplies & Expenses	72,000		72,000		\$72,000
Other Services & Charges	30,500		30,500		\$30,500
Capital Outlays	443,761		443,761		\$443,761
Principal Payments	152,673		152,673		\$152,673
Interest Payments	19,415		19,415		\$19,415
Total - Municipal Fire Prot. Fun	<u>\$718,349</u>	<u>\$0</u>	<u>\$718,349</u>	<u>\$0</u>	<u>\$718,349</u>
Special Streets (Fund #8):					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	151,000		151,000		\$151,000
Capital Outlays			0		\$0
Total - Special Streets	<u>\$151,000</u>	<u>\$0</u>	<u>\$151,000</u>	<u>\$0</u>	<u>\$151,000</u>
Water & Sewer Operation & Maint. (Fund #9):					
Customer Accounts Cost Center					
Personnel	\$393,105		\$393,105		\$393,105
Supplies & Expenses	31,120		31,120		\$31,120
Other Services & Charges	136,400		136,400	2,375	\$138,775
Capital Outlays	24,000		24,000		\$24,000
Total - Customer Accounts	<u>\$584,625</u>	<u>\$0</u>	<u>\$584,625</u>	<u>\$2,375</u>	<u>\$587,000</u>
Water Transmission Cost Center					
Personnel	\$755,944		\$755,944	\$671	\$756,615
Supplies & Expenses	236,800		236,800		\$236,800
Other Services & Charges	447,000		447,000		\$447,000
Capital Outlays	125,000		125,000		\$125,000
Total - Water Trans.	<u>\$1,564,744</u>	<u>\$0</u>	<u>\$1,564,744</u>	<u>\$671</u>	<u>\$1,565,415</u>
Plant Cost Center					
Personnel	\$585,240		\$585,240		\$585,240
Supplies & Expenses	181,750		181,750		\$181,750
Other Services & Charges	997,000		997,000	45,000	\$1,042,000
Capital Outlays	146,500		146,500		\$146,500
Total - Plant	<u>\$1,910,490</u>	<u>\$0</u>	<u>\$1,910,490</u>	<u>\$45,000</u>	<u>\$1,955,490</u>
Sewer Cost Center					
Personnel	\$711,068		\$711,068		\$711,068
Supplies & Expenses	309,750		309,750	2,054	\$311,804
Other Services & Charges	1,040,100		1,040,100		\$1,040,100
Capital Outlays	33,000		33,000		\$33,000
Total - Water Trans.	<u>\$2,093,918</u>	<u>\$0</u>	<u>\$2,093,918</u>	<u>\$2,054</u>	<u>\$2,095,972</u>
Lagoon Cost Center					
Personnel	\$271,624		\$271,624		\$271,624
Supplies & Expenses	383,800		383,800		\$383,800
Other Services & Charges	1,449,000		1,449,000		\$1,449,000
Capital Outlays	565,000		565,000	13,787	\$578,787
Principal Payments			0		\$0
Interest Payments			0		\$0
Total - Lagoon Cost Center	<u>\$2,669,424</u>	<u>\$0</u>	<u>\$2,669,424</u>	<u>\$13,787</u>	<u>\$2,683,211</u>
Recap: Water & Sewer O & M Fund:					
Personnel	\$2,716,981	\$0	\$2,716,981	\$671	\$2,717,652
Supplies & Expenses	1,143,220	0	1,143,220	2,054	\$1,145,274
Other Services & Charges	4,069,500	0	4,069,500	47,375	\$4,116,875
Capital Outlays	893,500	0	893,500	13,787	\$907,287
Principal Payments	0	0	0	0	\$0

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

	Original FY 2014 Budgets	Nov. Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
<i>Interest Payments</i>	0	0	0	0	\$0
<i>Total - Water & Sewer O & M Fund</i>	<u>\$8,823,201</u>	<u>\$0</u>	<u>\$8,823,201</u>	<u>\$63,887</u>	<u>\$8,887,088</u>

Water & Sewer Bond & Int. (Fund #10):

Principal Payments	\$2,698,455		\$2,698,455		\$2,698,455
Interest Payments	\$1,194,870		\$1,194,870		\$1,194,870
Paying Agent Fees	\$2,500		\$2,500	\$5,000	\$7,500
<i>Total - W & S Bond & Int. Fund</i>	<u>\$3,895,825</u>	<u>\$0</u>	<u>\$3,895,825</u>	<u>\$5,000</u>	<u>\$3,900,825</u>

Water & Sewer Revenue (Fund #11):

Principal Payments	\$375,287		\$375,287		\$375,287
Interest Payments	57,971		57,971		\$57,971
other services & charges	22,400		22,400		\$22,400
Transfers to other funds	14,874,942		14,874,942		\$14,874,942
<i>Total - W & S Revenue Fund</i>	<u>\$15,330,600</u>	<u>\$0</u>	<u>\$15,330,600</u>	<u>\$0</u>	<u>\$15,330,600</u>

1999 Tax Increment (Walmart) Bond & Int (Fund #12):

Principal Payments	\$60,000		\$60,000		\$60,000
Interest Payments	6,300		6,300		\$6,300
Paying Agent Fees	2,000		2,000		\$2,000
<i>Total - 1999 TIF Bond & Int Fund</i>	<u>\$68,300</u>	<u>0</u>	<u>\$68,300</u>	<u>0</u>	<u>\$68,300</u>

City Bond & Interest (Fund #13):

Principal Payments	\$2,952,431		\$2,952,431		\$2,952,431
Interest Payments	518,732		518,732		\$518,732
Other Services & Charges	28,500		28,500		\$28,500
Paying Agent Fees	15,000		15,000		\$15,000
<i>Total - 1999 TIF Bond & Int Fund</i>	<u>\$3,514,663</u>	<u>\$0</u>	<u>\$3,514,663</u>	<u>\$0</u>	<u>\$3,514,663</u>

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$0	\$0	\$0		\$0
Interest Payments	0	0	0		\$0
other services & charges	0		0		\$0
<i>Total - 1999 TIF Bond & Int Fund</i>	<u>\$0</u>	<u>0</u>	<u>\$0</u>	<u>0</u>	<u>\$0</u>

Police Fines & Forfeitures (Fund #19):

Personnel			\$0		\$0
Supplies & Expenses	143,000		143,000	5,810	\$148,810
Other Services & Charges	30,000		30,000		\$30,000
Capital Outlays	77,000		77,000	-13,156	\$63,844
Transfers			0		\$0
<i>Total - Fines & Forf. Fund</i>	<u>\$250,000</u>	<u>\$0</u>	<u>\$250,000</u>	<u>-\$7,346</u>	<u>\$242,654</u>

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
other services & charges	0		0		\$0
<i>Total - 1999 TIF Bond & Int Fund</i>	<u>\$0</u>	<u>0</u>	<u>\$0</u>	<u>0</u>	<u>\$0</u>

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

Principal Payments	\$80,000		\$80,000		\$80,000
Interest Payments	5,152		5,152		\$5,152
other services & charges	1,000		1,000		\$1,000
<i>Total - 2004 TIF Bond & Int Fund</i>	<u>\$86,152</u>	<u>0</u>	<u>\$86,152</u>	<u>0</u>	<u>\$86,152</u>

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$100,000		\$100,000		\$100,000
Interest Payments	92,633		92,633		\$92,633
other services & charges	2,000		2,000		\$2,000
Transfers to other Funds			0		\$0
<i>Total - 2003 TIF Bond & Int Fund</i>	<u>\$194,633</u>	<u>\$0</u>	<u>\$194,633</u>	<u>\$0</u>	<u>\$194,633</u>

Series 2007 TIF Bond & Int (Turtle Creek Fund 23):

Principal Payments	407,668		407,668		\$407,668
Interest Payments	49,312		49,312		\$49,312
Other Services & Charges	5,000		5,000		\$5,000
<i>Total - 2007 TIF Bond & Int Fund</i>	<u>\$461,980</u>		<u>\$461,980</u>		<u>\$461,980</u>

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$40,000		40,000		\$40,000
Interest Payments	\$18,000		18,000		\$18,000
Other Services & Charges	\$1,000		1,000		\$1,000
<i>Total - 2008 TIF Bond & Int Fund</i>	<u>\$59,000</u>	<u>\$0</u>	<u>\$59,000</u>	<u>\$0</u>	<u>\$59,000</u>

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$60,000		60,000		\$60,000
Interest Payments	\$29,000		29,000		\$29,000
Other Services & Charges	\$2,000		2,000		\$2,000
<i>Total - 2008 TIF Bond & Int Fund</i>	<u>\$91,000</u>	<u>\$0</u>	<u>\$91,000</u>	<u>\$0</u>	<u>\$91,000</u>

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	350,000		350,000	-148,666	\$201,334
Capital Outlays	1,370,728		1,370,728		\$1,370,728
<i>Total - Airport Imp. Fund</i>	<u>\$1,720,728</u>	<u>\$0</u>	<u>\$1,720,728</u>	<u>-\$148,666</u>	<u>\$1,572,062</u>

2009 Gen. Oblig. Refunding Bonds (Fund #50)

Bonds Redeemed			0		0
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CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Nov. Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
Interest on Bonds			0		0
Paying Agent Fees			0		0
Other Services & Charges			0		0
Total - 2007 G.O.Refunding	0	0	0		0

Municipal Road & Bridge (Fund #72):

Personnel			\$0		\$0
Supplies & Expenses	0		0	13,075	\$13,075
Other Services & Charges	463,000		463,000	55,778	\$518,778
Capital Outlays	6,360,100		6,360,100	3,925	\$6,364,025
Principal	25,065		25,065		\$25,065
Interest	4,918		4,918		\$4,918
Total - Municipal Road & Bridge	\$6,853,083	\$0	\$6,853,083	\$72,778	\$6,925,861

Mass Transit (Fund #73):

Personnel	\$679,495		\$679,495		\$679,495
Supplies & Expenses	224,000		224,000		\$224,000
Other Services & Charges	193,850		193,850	4,739	\$198,589
Capital Outlays	833,241		833,241		\$833,241
Total - Mass Transit Fund	\$1,930,586	\$0	\$1,930,586	\$4,739	\$1,935,325

Water & Sewer Construction (Fund #75):

Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,600,000		1,600,000	-658,092	\$941,908
Capital Outlays	4,382,000		4,382,000	54,808	\$4,436,808
Total - W & S Construction Fun	\$5,982,000	\$0	\$5,982,000	-\$603,284	\$5,378,716

Community Centers (Fund #77):

Personnel	\$519,747		\$519,747	\$548	\$520,295
Supplies & Expenses	67,900		67,900		\$67,900
Other Services & Charges	219,550		219,550	10,715	\$230,265
Capital Outlays	274,500		274,500		\$274,500
Total - Community Centers Fun	\$1,081,697	\$0	\$1,081,697	\$11,263	\$1,092,960

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies			0		\$0
Other Services & Charges	\$15,000		15,000	\$18,871	\$33,871
Capital Outlay	15,000		15,000	-\$15,000	\$0
Total - Series 2009 G.O. Bonds	\$30,000	\$0	\$30,000	\$3,871	\$33,871

Community Dev. Block Grant (Fund #82):

Personnel	\$232,943		\$232,943		\$232,943
Supplies & Expenses	7,500		7,500		\$7,500
Other Services & Charges	462,686		462,686		\$462,686
Capital Outlays	1,173,237		1,173,237	-32,262	\$1,140,975
Transfers			0		\$0
Total - CDBG Fund	\$1,876,366	\$0	\$1,876,366	-\$32,262	\$1,844,104

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers to other Funds			0		\$0
Total - Series 2002 Const. Fun	\$0	\$0	\$0	\$0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$0	\$0

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fun	\$0	\$0	\$0	\$0	\$0

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

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	100,000		100,000	45,361	\$145,361
Transfers	0		0		\$0
Total - Series 2001 Const. Fun	\$100,000	\$0	\$100,000	\$45,361	\$145,361

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

	Original FY 2014 Budgets	Nov. Amend'ts	Amended Budgets	November Amend'ts	Amended Budgets
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Mississippi Dev. Bank Construction (Fund # 96):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges			0		\$0
Capital Outlays	109,000		109,000	797	\$109,797
Total - MDB Fund	\$109,000	\$0	\$109,000	\$797	\$109,797

Kemper Park Imp. (Fund #98):

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	2,000		2,000	237	\$2,237
Total - Kemper Park Imp. Fund	\$2,000	\$0	\$2,000	\$237	\$2,237

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

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

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

Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	1,163,040		1,163,040	-373,872	\$789,168
Transfers Out	0		0		\$0
Total - Series 2006 Const.	\$1,163,040	\$0	\$1,163,040	-\$373,872	\$789,168

GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$58,591,799	\$0	\$58,591,799	-\$1,287,844	\$57,303,955
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General Fund	\$49,003,043	\$21,800	\$49,024,843	\$1,390,519	\$50,415,362
TOTAL EXPENDITURES & TRANS	\$107,594,842	\$21,800	\$107,616,642	\$102,675	\$107,719,317

Less: Interfund Transfers	-18,340,442	0	-18,340,442	0	-18,340,442
TOTAL EXPENDITURES	\$89,254,400	\$21,800	\$89,276,200	\$102,675	\$89,378,875

Recap of City-Wide Expenditure Budgets:

Personnel	\$34,038,258	\$0	\$34,038,258	\$18,223	\$34,056,481
Supplies & Expenses	\$5,216,605	\$0	\$5,216,605	\$174,841	\$5,391,446
Other Services & Charges	\$18,488,021	\$21,800	\$18,509,821	-\$297,360	\$18,212,461
Capital Outlays	\$21,194,819	\$0	\$21,194,819	-\$415,279	\$20,779,540
Principal Payments	8,174,719	0	8,174,719	603,200	8,777,919
Interest Payments	2,141,978	0	2,141,978	19,050	2,161,028
Total Expenditure Budgets	\$89,254,400	\$21,800	\$89,276,200	\$102,675	\$89,378,875

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

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$31,000
Licenses & Permits	4,459,500
Inter-governmental Revenues:	
Federal Grants	1,612,743
State Grants	190,144
State-Shared Revenues	21,556,000
County Shared Revenues	80,640
Charges for Services:	
Public safety	190,000
Streets	20,100
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	150,540
Transfers-In	604,000
Non-Revenue Receipts	1,914,400
Total From All Sources	<u>34,631,067</u>
Other Than taxation	5,023,225
Beginning Cash and	
Investment Balance	12,385,000
Amount to be Raised by Tax Levy	<u>\$52,039,292</u>
TOTAL FROM ALL SOURCES	<u><u>\$52,039,292</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,880,818
Supplies & Expenses	206,141
Other services & Charges	3,166,828
Capital Outlays	464,605
Total - General Government	<u>7,718,392</u>
Police Dept.:	
Personnel	9,872,443
Supplies & Expenses	746,767
Other services & Charges	465,355
Capital Outlays	913,570
Total - Police Dept.	<u>11,998,135</u>
Police & Fire Training:	
Personnel	33,733
Supplies & Expenses	179,039
Other services & Charges	139,980
Capital Outlays	25,000
Total - Police & Fire Training	<u>377,752</u>
Fire Dept.:	
Personnel	6,782,570
Supplies & Expenses	362,338
Other services & Charges	320,370
Capital Outlays	24,700
Total - Fire Dept.	<u>7,489,978</u>
Land Development Administration:	
Personnel	578,521
Supplies & Expenses	32,438
Other services & Charges	58,150
Capital Outlays	4,311
Total - Land Dev. Admin.	<u>673,420</u>

Public Safety Contractual Services:	
Personnel	191,130
Other services & Charges	<u>1,892,000</u>
Total - Pub. Safety Cont. Serv.	<u>2,083,130</u>
Public Services:	
Personnel	5,828,388
Supplies & Expenses	1,551,483
Other services & Charges	3,841,677
Capital Outlays	<u>1,206,126</u>
Total - Public Services	<u>12,427,674</u>
Animal Control	
Personnel	143,749
Supplies & Expenses	23,950
Other services & Charges	122,423
Capital Outlays	<u>20,000</u>
Total - Animal Control	<u>310,122</u>
Human/Social	
Other services & Charges	<u>159,500</u>
Total - Human/Social	<u>159,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	<u>0</u>
Total - Eco. Dev.	<u>160,000</u>
Debt Service:	
Principal Payments	1,826,340
Interest Payments	<u>164,725</u>
Total - Debt service	<u>1,991,065</u>
Airport	
Personnel	104,025
Supplies & Expenses	56,195
Other services & Charges	77,975
Capital Outlays	<u>53,510</u>
Total - Airport	<u>291,705</u>
Cemetery	
Personnel	691,862
Supplies & Expenses	89,350
Other services & Charges	53,450
Capital Outlays	<u>127,800</u>
Total - Cemetery	<u>962,462</u>
Parking Garages	
Personnel	200,253
Supplies & Expenses	7,250
Other services & Charges	89,024
Capital Outlays	<u>10,000</u>
Total - Parking Garages	<u>306,527</u>
Operating Transfers Out	<u>3,465,500</u>
Total Expenditures & Transfers	<u>50,415,362</u>
Ending Cash Balance	<u>\$1,623,930</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$52,039,292</u>

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

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	65,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	32,850
Miscellaneous	60,400
Transfers-In	2,045,500
Non-Revenue Receipts	35,000
Total From All Sources	
Other Than taxation	2,238,750
Beginning Cash and	
Investment Balance	556,977
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,595,727

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,598,604
Supplies & Expenses	457,936
Other services & Charges	663,523
Capital Outlays	541,697
Total Expenditures	\$3,261,760
Cash balance at End of Year	333,967
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,595,727

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

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

EXPENDITURES & ENDING CASH:

Public Services:

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

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

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

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	8,595,911
Miscellaneous	2,800
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	8,623,711
Beginning Cash and	
Investment Balance	1,403,616
TOTAL FROM ALL SOURCES	\$10,027,327

EXPENDITURES & ENDING CASH:

Personnel	2,717,652
Supplies & Expenses	1,145,274
Other services & Charges	4,116,875
Capital Outlays	907,287
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,887,088
Cash balance at End of Year	1,140,239
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$10,027,327

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

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

REVENUES & BEG. CASH:

Transfers-In	\$5,358,620
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>5,358,620</u>
Beginning Cash Balance	<u>2,052,881</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,411,501</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	2,698,455
Interest on Bonds	1,194,870
Paying Agent Fees	7,500
Total Expenditures	<u>3,900,825</u>
Cash balance at End of Year	<u>3,510,676</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$7,411,501</u></u>

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

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	2,500
Metered Water Sales	7,230,000
Taps	175,000
Water Turn-On Fees	70,000
Sewer Connections	15,000
Sewer Charges	7,834,100
Total Revenues	<u>15,330,600</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$15,330,600</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	375,287
Interest on Notes	57,971
Operating Transfers Out	14,874,942
Total Expenditures	<u>\$15,330,600</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$15,330,600</u></u>

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	2,952,431
Interest on Bonds	518,732
Other Services & Charges	43,500
Paying Agent Fees	
Total Expenditures	\$3,514,663
Cash balance at End of Year	2,523,443
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$6,038,106

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	148,810
Other services & Charges	30,000
Capital Outlays	63,844
Transfers Out	
Total Expenditures	\$242,654
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$242,654

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

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

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	14,629
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$14,629

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	14,629
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$14,629

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2013

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,486,825
State Shared Revenues	3,435
Miscellaneous	26,360
Transfers In	185,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,701,620
Beginning Cash and	
Investment Balance	(126,123)
TOTAL FROM ALL SOURCES	\$1,575,497

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	201,334
Capital Outlays	1,370,728
Total Expenditures	\$1,572,062
Cash balance at End of Year	3,435
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,575,497

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

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$4,901,736
Federal Grants	0
County Shared Revenues	2,022,000
Miscellaneous	25,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	6,948,736
Beginning Cash and	
Investment Balance	278,442
TOTAL FROM ALL SOURCES	\$7,227,178

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	13,075
Other services & Charges	518,778
Capital Outlays	6,364,025
Principal Payments	25,065
Interest Payments	4,918
Total Expenditures	\$6,925,861
Cash balance at End of Year	301,317
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,227,178

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

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$1,422,425
State Grants	\$0
Miscellaneous	41,900
Transfers-In	285,000
Total From All Sources	
Other Than taxation	1,749,325
Beginning Cash and	
Investment Balance	298,075
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$2,247,400

EXPENDITURES & ENDING CASH:

Personnel	679,495
Supplies & Expenses	224,000
Other services & Charges	198,589
Capital Outlays	833,241
Total Expenditures	\$1,935,325
Cash balance at End of Year	312,075
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$2,247,400

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

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$3,329,000
Miscellaneous	65,460
Transfers-In	670,411
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,064,871
Beginning Cash and	
Investment Balance	1,313,845
TOTAL FROM ALL SOURCES	\$5,378,716

EXPENDITURES & ENDING CASH:

Other services & Charges	\$941,908
Capital Outlays	4,436,808
Total Expenditures	5,378,716
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$5,378,716

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

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

**SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	0
Beginning Cash and	
Investment Balance	789,168
TOTAL FROM ALL SOURCES	\$789,168

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	789,168
Transfers Out	
Total Expenditures	\$789,168
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$789,168

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

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	<u>109,797</u>
Total Expenditures	<u>\$109,797</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$109,797</u>

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

***KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:***

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Bond Proceeds	
Federal Grants	747,128
Interest Earnings	0
Total Revenues	<u>747,128</u>
Beginning Cash and	
Investment Balance	<u>(240,639)</u>
TOTAL FROM ALL SOURCES	<u>\$506,489</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	506,489
Total Expenditures	<u>\$506,489</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$506,489</u>

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in

the City's General Fund General Government Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$372,600	\$92,005	\$464,605	Budget for purchase orders carried from prior year for purchase of software

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

the City's General Fund Police/Fire Training Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$155,320	\$23,719	\$179,039	Budget for purchase orders carried from prior year and grant allocation

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

the City's General Fund Code Enforcement Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$4,311	\$4,311	Budget for purchase orders carried from prior year for office equipment

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

the City's General Fund Debt Service Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,223,140	\$603,200	\$1,826,340	Budget additional debt service on equipment purchases

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Debt Service Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$145,675	\$19,050	\$164,725	Budget for additional debt service on equipment purchases

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Cemetery Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$69,500	\$58,300	\$127,800	Budget for purchase orders carried from prior year for cemetery road paving

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$395,535	\$146,162	\$541,697	Budget for purchase orders carried from prior year for field lighting upgrades

Section 8. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Bond & Interest Fund Paying Agent Fees Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,500	\$5,000	\$7,500	Budget for increase in paying agent fees

Section 9. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$13,075	\$13,075	Budget for purchase orders carried from prior year

Section 10. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$463,000	\$55,778	\$518,778	Budget for purchase orders carried from prior year

Section 11. That the following budget amendments are hereby authorized to be made in the City's Series 2009 General Obligation Bonds (AMR Project) Fund Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$15,000	\$18,871	\$33,871	Reallocate remaining fund balance for professional services

Section 12 . That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

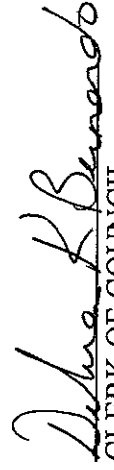
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Carroll, seconded by Councilperson Naylor, and was adopted by the following, to wit;

YEAS:	Brädley	NAYS:	None
	Delgado		
	Carroll		
	Dryden		
	Naylor		

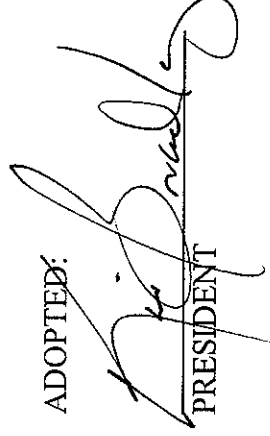
The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 2013.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2013.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

Johnny D. Davis
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0724

File ID: 2013-0724

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Rezoning of 14 Old Highway 98

Final Action: 11/05/2013

Minute Book Number: MB2013-328-329

Title:

TAKE FROM THE TABLE AND Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary 14 Old Hwy 98, 14 Old Hwy 98 Image Pgs (Kenny Sumrall), October 2013 PC Minutes, Ordinance Rezone 14 Old Highway 98, executed Ordinance Rezone 14 Old Highway 98 ORD#3120

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	11/05/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to TAKE FROM THE TABLE AND Adopt an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - Bradley, Carroll and Naylor							
Nays: 2 - Delgado and Dryden							
Yea: 3 Council Member Bradley Council Member Carroll Council Member Naylor							

Nay: 2 Council Member Delgado
Council Member Dryden
TEL-No Vote: 0

Text of Legislative File 2013-0724

Title

TAKE FROM THE TABLE AND Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

Summary

TAKE FROM THE TABLE - Rezoning of certain property located at 14 Old Highway 98.

Budget Information

Expenditure Type..Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Kenny Sumrall, Petitioner; D.M. Smith, Owner

Address of Property:
14 Old Highway 98

Tax Parcels/Ward:
2-049E-02-009.00

PPIN:
(39643)

Ward:
1

Request: **Rezoning and "Use Permit on Review"**

Purpose of Request: To consider an application for a **(1) Rezoning** from **B-5 Regional Business District** to **I-1 Light Industrial District** and a **(2) "Use Permit on Review"** for a junk yard specifically for towing and storing vehicles.

Applicant Summary: Applicant is requesting a rezoning based upon the need for more customer services to their tenant's business. The Highway 49-98 intersection is conveniently located to the Hattiesburg Industrial park, Forrest County Multi-purpose Center, Detention Center, and Interstate 59. The property is in close proximity to I-1 zoning and the area would benefit having a towing/storage facility for highway and interstate travelers.

Applicable Regulations: **SECTION 64 I-1 LIGHT INDUSTRIAL DISTRICT**

64.01 General Description: This industrial district is intended primarily for production and assembly plants that are conducted so the noise, odor, dust and glare of each operation is properly controlled. Any use specifically listed in I-2 is prohibited in I-1.

64.02 Uses Permitted: The following uses of property, buildings, or structures provided they meet the requirement of the applicable federal, state and local agencies relative to hazardous waste

material or substances. All uses shall meet the screening and height limitations for open storage and display of merchandise and materials as set forth in Section 87 of this Code.

Present Zoning: B-5 Regional Business District

Present Use: The property is currently used as a repair shop for trucks and trailers. The business offers tire service, road-side service, and towing, but currently does not store vehicles on site.

**Surrounding Land
Use and Zoning:**

North: B-5 Regional Business District / Open field
South: Old Hwy 98 & US Hwy 98 Public Right-of-Way and A-2
Agricultural-Residential District to the south of US Hwy 98
East: B-5 Regional Business District / Undeveloped land
West: B-5 Regional Business District / Dandy Dan's convenience
store & truck stop

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as part of a **Regional Business District B** which is described as follows:

District Overview: The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses—apartment complexes and second-floor housing in strip commercial or lifestyle centers—are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; and light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses;

hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

The south west portion of the property is within the U.S. Highway 49 South **Regional Business Corridor**.

**Most Nearly
Bounded By (streets):**

The parcel is bounded by Old Highway 98 immediately to the south. Highway 49 is to the west of the property. R. C. Thomas Road is north of the property, but not abutting the property. W. L. Runnels Industrial Drive is approximately 3,750 ft to the east of the property.

Adverse Influences:

The I-1 zoning district designation allows for several uses that could be considered having a negative impact, if developed.

The property is situated at the “front porch” of the City. While the site is shielded by the convenience store, vehicles stored on site could be unsightly.

Positive Influences:

Approval will allow expansion of the existing business with a compatible use.

The parcel is located near the intersection of two major highways with similar zoning designations.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of August 29, 2013.

**Comments/
Recommendations:**

The Comprehensive Plan identifies this location at being adjacent to an “External Gateway”. These areas should “set a tone, create a positive, recognizable identity, and communicate to both residents and visitors that they are in Hattiesburg, Mississippi, - a special and unique place.”

(Rezoning) The applicant is requesting the parcel be rezoned from B-5 to I-1. The present use of this parcel is used as a repair shop and tow service but does not currently store unused vehicles on site.

Tow-yards and/or vehicle storage yards are classified by the Land Development Code as “Junk Yards” and only permitted in the I-2 Heavy Industrial and I-1 Light Industrial (as a Use Permit on Review).

To be included on the Wrecker Rotation Call List of the Hattiesburg Police Department, a towing and wrecker service must be physically located within the City of Hattiesburg. This requirement forces wrecker services to seek locations within permitted areas within the City.

A review of the area does not demonstrate a great deal of change in the neighborhood characteristics.

(Use Permit on Review) If rezoning is approved, the applicant will require a Use Permit on Review to designate the property as a Junk Yard so that wrecked, damaged, and other vehicles can be stored on site.

The applicant is not requesting a traditional Junk Yard that could include salvage of metals, cans, etc. The requested Junk Yard, if approved, could be limited to the temporary storage of vehicles while being repaired or until disposed. Permanent or long-term storage should be prohibited.

Basis for Approval:

(Rezone) There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List.

(Rezone) There has been no evidence of substantial change in neighborhood character from the B-5 Regional Business identity and the rezoning is not consistent with the Comprehensive Plan.

(Use Permit on Review) The need to preserve and encourage the stability of the Hattiesburg business community.

(Use Permit on Review) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

(Use Permit on Review) The public need for the proposed use, as opposed to the private interest of an individual.

Options:

1. **(Rezone)** Recommend approval of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643) based on above state criteria.
2. **(Rezone)** Recommend denial of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643)

based on no evidence of a change in neighborhood character and a consistency with the Comprehensive Plan.

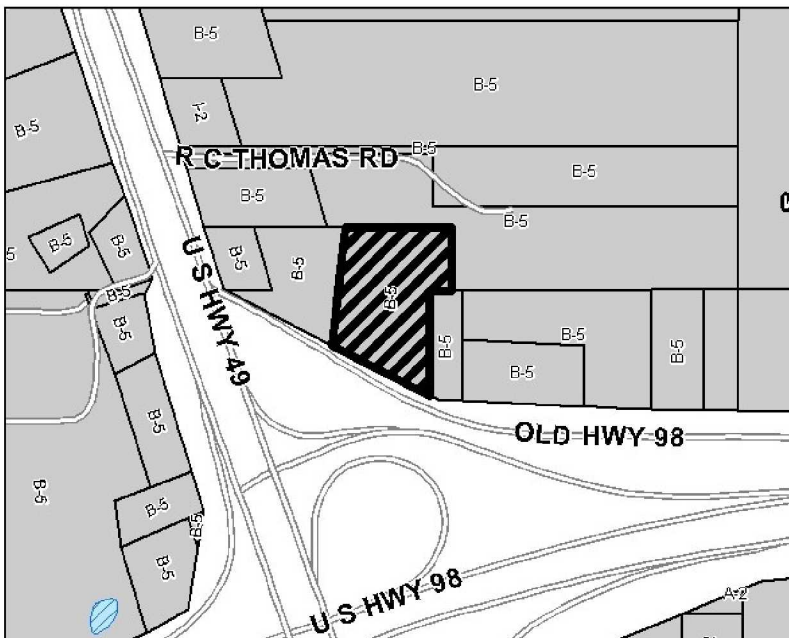
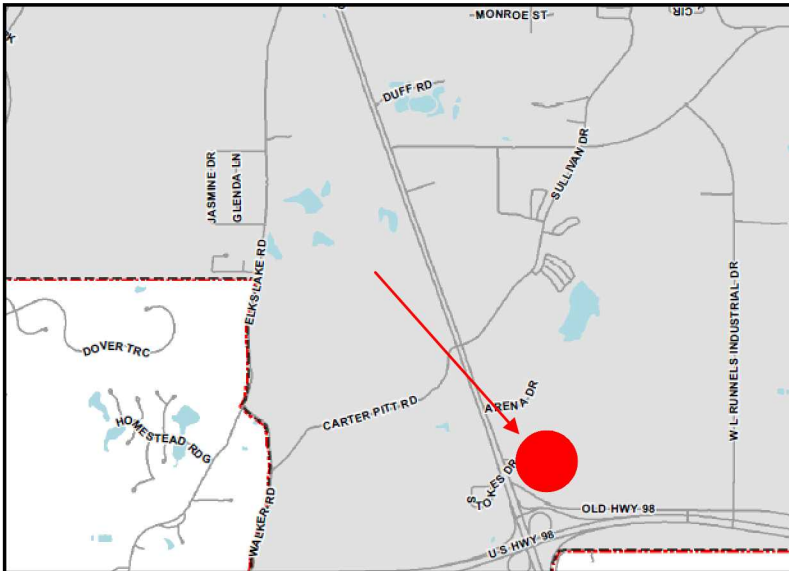
3. **(Use Permit)** If the Planning Commission recommends for an approval of a rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit on Review for a Junk Yard for subject parcel of land.

Suggested Stipulations:

1. Site shall have a total vehicle storage area that does not exceed _____ square feet.
2. Vehicle storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer.
3. Storage of vehicles shall be temporary in nature and no permanent or long term storage shall be permitted. Long term shall be defined as not to exceed 45 days.
4. Junk Yard approval shall be limited to the storage of damaged vehicles and not include metal salvage, recycling or other uses associated with a Junk Yard.

SUBJECT PARCEL:**14 Old Hwy 98 / Kenny Sumrall**

The Subject Site is located on Old Hwy 98 (and north of U.S. Highway 98) just east of Highway 49. The site is located behind Dandy Dan's Truck Stop/ Convenience Store.



The existing zoning is consistent with surrounding zoning designations. The owner is proposing a change to I-1 zoning to allow for the expansion of an existing business.

The Owner is also requesting a "Use Permit on Review" for a Junk Yard to allow the towing and storage of vehicles.



The site is occupied by Bill's Truck & Trailer Repair.

SURROUNDING AREA



Northern Direction: North of the site is an open field.



Eastern Direction: East of the site is undeveloped property.



Western Direction: West (and in front) of the site is Dandy Dan's gas and convenience store. The convenience store is located on Highway 49.



Southern Direction: To the south of the site is Highway 98.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners Absent: Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No Report was submitted.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Rezoning), Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Chip Hill	415 South 15th Ave	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		
<u>Other Comments:</u>	Kathy Yadrick	419 South 40 th Ave	Hattiesburg

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

Commissioners voting aye: Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: Joseph White, Vice-Chairman

Commissioners abstaining: None

There came the matter of Item B, (Use Permit on Review), Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a “Use Permit on Review” for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

	Name	Address	City/State
<u>Presented by:</u>	Robin Roberts	POB 1953	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a “Use Permit on Review” for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhood and the need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

	Name	Address	City/State
<u>Presented by:</u>	Matt Largen	One Freedom Sq.	Laurel/MS
<u>Proponents:</u>	AJ Rhess	Presbyterian Christian School	Hattiesburg
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D, (rezoning and use permit), submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a “Use Permit on Review” for a Junk Yard (specifically for towing and storing vehicles).

	Name	Address	City/State
<u>Presented by:</u>	Kenny Sumrall	PO Box 15397	Hattiesburg
<u>Proponents:</u>	Bill Dorsey	14 Old Highway 98	Hattiesburg
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the “Use Permit on Review” for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 3:00 P.M.

Richard Conville, Chairman

Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR CERTAIN PROPERTIES LOCATED AT 14 OLD HIGHWAY 98 (PARCEL 2-
049E-02-009.00, PPIN 39643, WARD 5), FROM B-5 (REGIONAL BUSINESS) DISTRICT
TO I-1 (LIGHT INDUSTRIAL) DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List. Said property is described as follows:

PPIN 39643:

A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54' 54" W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54' 55" W 134.19 feet; thence N 11°5' 5" E, 100.09 feet; thence N 8° 50'18" E, 67.65 feet; thence N 5°8'38" E, 139.24 feet, thence West 90.82 feet; thence N 19°0' 31" W, 120.43 feet, thence along a curve to the right having a central angle of 19°0'29", a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5'50", a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5'33", a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11'23" W along said West Right-of-Way Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12'24" a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01' E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, 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 thirty (30) days from and after passage as provided by law.

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:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3120

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR CERTAIN PROPERTIES LOCATED AT 14 OLD HIGHWAY 98 (PARCEL 2-
049E-02-009.00, PPIN 39643, WARD 5), FROM B-5 (REGIONAL BUSINESS) DISTRICT
TO I-1 (LIGHT INDUSTRIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the
Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg,
Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning
Commission recommendation to APPROVE said change in zoning for the following reason:

There has been a change in neighborhood character based on continued expansion along
the Highway 49 corridor. In addition, the proposal is consistent with the requirements
of the Hattiesburg Police Department related to Wrecker Rotation Call List.
Said property is described as follows:

PPIN 39643:

A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part
of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County,
Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54' 54" W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54' 55" W 134.19 feet; thence N 11°5' 5" E, 100.09 feet; thence N 8° 50'18" E, 67.65 feet; thence N 5°8'38" E, 139.24 feet, thence West 90.82 feet; thence N 19°0' 31" W, 120.43 feet, thence along a curve to the right having a central angle of 19°0'29", a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5'50", a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5'33", a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11'23" W along said West Right-of-Way Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12'24" a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01' E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, 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 thirty (30) days from and after passage as provided by law.

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

YEAS: Bradley
Carroll
Naylor

NAYS: Delgado
Dryden

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 5th day of November A.D., 2013.
(S E A L)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Frank Bradley
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of November A.D., 2013.

ATTEST:

APPROVED:

Donna Everett (dc)
CITY CLERK

APPROVED:  MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0722

File ID: 2013-0722

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: TAKE FROM THE TABLE, Use Permit on Review,
14 Old Highway 98

Final Action: 11/05/2013

Minute Book Number: MB2013-329

Title:

TAKE FROM THE TABLE AND Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5). The Planning Commission voted 5-0 to approve this petition.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary 14 Old Hwy 98, 14 Old Hwy 98 Image
Pgs (Kenny Sumrall), October 2013 PC Minutes,

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	11/05/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TAKE FROM THE TABLE AND Approve a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5), with the stipulations set by the Planning Commission: that the storage facility be no larger than 30,000 square feet, the storage area be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community. The Planning Commission voted 5-0 to approve this petition.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
Nay: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2013-0722

Title

TAKE FROM THE TABLE AND Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5). The Planning Commission voted 5-0 to approve this petition.

Summary

TAKE FROM THE TABLE, Use Permit on Review, 14 Old Highway 98



**Planning Commission
Case Fact Sheet**

Names of Applicant: Kenny Sumrall, Petitioner; D.M. Smith, Owner

Address of Property: 14 Old Highway 98 **Tax Parcels/Ward:** 2-049E-02-009.00 **PPIN:** (39643) **Ward:** 1

Request: **Rezoning and "Use Permit on Review"**

Purpose of Request: To consider an application for a **(1) Rezoning** from **B-5 Regional Business District** to **I-1 Light Industrial District** and a **(2) "Use Permit on Review"** for a junk yard specifically for towing and storing vehicles.

Applicant Summary: Applicant is requesting a rezoning based upon the need for more customer services to their tenant's business. The Highway 49-98 intersection is conveniently located to the Hattiesburg Industrial park, Forrest County Multi-purpose Center, Detention Center, and Interstate 59. The property is in close proximity to I-1 zoning and the area would benefit having a towing/storage facility for highway and interstate travelers.

Applicable Regulations: **SECTION 64 I-1 LIGHT INDUSTRIAL DISTRICT**

64.01 General Description: This industrial district is intended primarily for production and assembly plants that are conducted so the noise, odor, dust and glare of each operation is properly controlled. Any use specifically listed in I-2 is prohibited in I-1.

64.02 Uses Permitted: The following uses of property, buildings, or structures provided they meet the requirement of the applicable federal, state and local agencies relative to hazardous waste

material or substances. All uses shall meet the screening and height limitations for open storage and display of merchandise and materials as set forth in Section 87 of this Code.

Present Zoning: B-5 Regional Business District

Present Use: The property is currently used as a repair shop for trucks and trailers. The business offers tire service, road-side service, and towing, but currently does not store vehicles on site.

**Surrounding Land
Use and Zoning:**

North: B-5 Regional Business District / Open field

South: Old Hwy 98 & US Hwy 98 Public Right-of-Way and A-2
Agricultural-Residential District to the south of US Hwy 98

East: B-5 Regional Business District / Undeveloped land

West: B-5 Regional Business District / Dandy Dan's convenience
store & truck stop

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as part of a **Regional Business District B** which is described as follows:

District Overview: The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses—apartment complexes and second-floor housing in strip commercial or lifestyle centers—are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; and light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses;

hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

The south west portion of the property is within the U.S. Highway 49 South **Regional Business Corridor**.

**Most Nearly
Bounded By (streets):**

The parcel is bounded by Old Highway 98 immediately to the south. Highway 49 is to the west of the property. R. C. Thomas Road is north of the property, but not abutting the property. W. L. Runnels Industrial Drive is approximately 3,750 ft to the east of the property.

Adverse Influences:

The I-1 zoning district designation allows for several uses that could be considered having a negative impact, if developed.

The property is situated at the “front porch” of the City. While the site is shielded by the convenience store, vehicles stored on site could be unsightly.

Positive Influences:

Approval will allow expansion of the existing business with a compatible use.

The parcel is located near the intersection of two major highways with similar zoning designations.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of August 29, 2013.

**Comments/
Recommendations:**

The Comprehensive Plan identifies this location at being adjacent to an “External Gateway”. These areas should “set a tone, create a positive, recognizable identity, and communicate to both residents and visitors that they are in Hattiesburg, Mississippi, - a special and unique place.”

(Rezoning) The applicant is requesting the parcel be rezoned from B-5 to I-1. The present use of this parcel is used as a repair shop and tow service but does not currently store unused vehicles on site.

Tow-yards and/or vehicle storage yards are classified by the Land Development Code as “Junk Yards” and only permitted in the I-2 Heavy Industrial and I-1 Light Industrial (as a Use Permit on Review).

To be included on the Wrecker Rotation Call List of the Hattiesburg Police Department, a towing and wrecker service must be physically located within the City of Hattiesburg. This requirement forces wrecker services to seek locations within permitted areas within the City.

A review of the area does not demonstrate a great deal of change in the neighborhood characteristics.

(Use Permit on Review) If rezoning is approved, the applicant will require a Use Permit on Review to designate the property as a Junk Yard so that wrecked, damaged, and other vehicles can be stored on site.

The applicant is not requesting a traditional Junk Yard that could include salvage of metals, cans, etc. The requested Junk Yard, if approved, could be limited to the temporary storage of vehicles while being repaired or until disposed. Permanent or long-term storage should be prohibited.

Basis for Approval:

(Rezone) There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List.

(Rezone) There has been no evidence of substantial change in neighborhood character from the B-5 Regional Business identity and the rezoning is not consistent with the Comprehensive Plan.

(Use Permit on Review) The need to preserve and encourage the stability of the Hattiesburg business community.

(Use Permit on Review) The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

(Use Permit on Review) The public need for the proposed use, as opposed to the private interest of an individual.

Options:

1. **(Rezone)** Recommend approval of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643) based on above state criteria.
2. **(Rezone)** Recommend denial of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643)

based on no evidence of a change in neighborhood character and a consistency with the Comprehensive Plan.

3. **(Use Permit)** If the Planning Commission recommends for an approval of a rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit on Review for a Junk Yard for subject parcel of land.

Suggested Stipulations:

1. Site shall have a total vehicle storage area that does not exceed _____ square feet.
2. Vehicle storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer.
3. Storage of vehicles shall be temporary in nature and no permanent or long term storage shall be permitted. Long term shall be defined as not to exceed 45 days.
4. Junk Yard approval shall be limited to the storage of damaged vehicles and not include metal salvage, recycling or other uses associated with a Junk Yard.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners Absent: Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No Report was submitted.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Rezoning), Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Chip Hill	415 South 15th Ave	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		
<u>Other Comments:</u>	Kathy Yadrick	419 South 40 th Ave	Hattiesburg

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

Commissioners voting aye: Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: Joseph White, Vice-Chairman

Commissioners abstaining: None

There came the matter of Item B, (Use Permit on Review), Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a “Use Permit on Review” for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

	Name	Address	City/State
<u>Presented by:</u>	Robin Roberts	POB 1953	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a “Use Permit on Review” for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhood and the need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

	Name	Address	City/State
<u>Presented by:</u>	Matt Largen	One Freedom Sq.	Laurel/MS
<u>Proponents:</u>	AJ Rhess	Presbyterian Christian School	Hattiesburg
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D, (rezoning and use permit), submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a “Use Permit on Review” for a Junk Yard (specifically for towing and storing vehicles).

	Name	Address	City/State
<u>Presented by:</u>	Kenny Sumrall	PO Box 15397	Hattiesburg
<u>Proponents:</u>	Bill Dorsey	14 Old Highway 98	Hattiesburg
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the “Use Permit on Review” for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

Commissioners voting aye: Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 3:00 P.M.

Richard Conville, Chairman

Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR CERTAIN PROPERTIES LOCATED AT 14 OLD HIGHWAY 98 (PARCEL 2-
049E-02-009.00, PPIN 39643, WARD 5), FROM B-5 (REGIONAL BUSINESS) DISTRICT
TO I-1 (LIGHT INDUSTRIAL) DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List. Said property is described as follows:

PPIN 39643:

A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54' 54" W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54' 55" W 134.19 feet; thence N 11°5' 5" E, 100.09 feet; thence N 8° 50'18" E, 67.65 feet; thence N 5°8'38" E, 139.24 feet, thence West 90.82 feet; thence N 19°0' 31" W, 120.43 feet, thence along a curve to the right having a central angle of 19°0'29", a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5'50", a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5'33", a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11'23" W along said West Right-of-Way Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12'24" a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01' E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, 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 thirty (30) days from and after passage as provided by law.

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:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2013-0707

File ID: 2013-0707

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Rescind Resolutions, 210 Rosa Ave. and 105 Montague St.

Final Action: 11/05/2013

Minute Book Number: MB2013-329

Title:

Rescind resolutions adopted September 17, 2013 (Minute Book 2013, Page 288) for properties at 210 Rosa Ave. and 105 Montague St., per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: 11-5-13 Memo

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Rescind				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Rescind resolutions adopted September 17, 2013 (Minute Book 2013, Page 288) for properties at 210 Rosa Ave. and 105 Montague St., per attached memo.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0707

Title

Rescind resolutions adopted September 17, 2013 (Minute Book 2013, Page 288) for properties at 210 Rosa Ave. and 105 Montague St., per attached memo.

Summary

Rescind Resolutions, 210 Rosa Ave. and 105 Montague St.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 22, 2013

RE: Rescind Resolutions Adopted September 17, 2013

The resolutions were adopted in error on September 17, 2013, rescind resolutions on the following properties that had been dismissed due to owners resolving property violations:

Case:	Address:	Parcel:	Violations:	Ward:
5.	105 Montague St.	27-576-2-8	AB, DB, OGL, T&L	2
10.	210 Rosa Ave.	39-92-6-4	AB, DB, OGL, T&L	5



City of Hattiesburg, MS

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

Master

File Number: 2013-0723

File ID: 2013-0723

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Rescind approval of Hardy Street lighting proposal and authorize new, more economical, agreement.

Final Action: 11/05/2013

Minute Book Number: MB2013-329-330

Title:

Rescind approval of lighting proposal with Mississippi Power to provide light poles, fixtures, and installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue as approved at minute book number MB 2013-236, and authorize Mayor to execute new agreement with Mississippi Power for the aforementioned services with a more economical billing option for the monthly maintenance costs.

Notes:

Sponsors:

Enactment Date:

Attachments: Hardy St. Lights Proposal, Hardy Street Lighting Proposal-original, executed Hardy St. Lights Proposal

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Rescind				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Rescind approval of lighting proposal with Mississippi Power to provide light poles, fixtures, and installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue as approved at minute book number MB 2013-236, and authorize Mayor to execute new agreement with Mississippi Power for the aforementioned services with a more economical billing option for the monthly maintenance costs.

Council member Carroll said he wants to stipulate that the light is the [correct] one. The Mayor said that it is correct. Council member Dryden stated that she has talked with the president of the neighborhood association and that this is the correct light fixture; she apologized for the error.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2013-0723

Title

Rescind approval of lighting proposal with Mississippi Power to provide light poles, fixtures, and installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue as approved at minute book number MB 2013-236, and authorize Mayor to execute new agreement with Mississippi Power for the aforementioned services with a more economical billing option for the monthly maintenance costs.

Summary

Rescind approval of lighting proposal with Mississippi Power to provide light poles, fixtures, and installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue as approved at minute book number MB 2013-236, and authorize Mayor to execute new agreement with Mississippi Power for the aforementioned services with a more economical billing option for the monthly maintenance costs.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

October 11, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Whom It May Concern:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Hattiesburg to provide the lighting for the Hardy Street lighting project located from approximately 21st Ave to Hwy 49.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

Monthly payment options are listed below for your review. All costs shown do not include sales tax.

- ☐ Payment Option 1:
 - (15) 350W Teardrop Fixture = \$636.00/month
 - Monthly Charge for (15) Pole, Decorative Base and Bracket: \$1,124.88 first 10 years; \$304.55 after 10 years
 - Total Monthly Charge: **\$1,760.88** first 10 years; **\$940.55** after 10 years

- ☐ Payment Option 2:
 - (15) 350W Teardrop Fixture = \$636.00/month
 - Monthly Charge for (15) Pole, Decorative Base and Bracket: \$999.06 first 15 years; \$304.55 after 15 years
 - Total Monthly Charge: **\$1,635.06** first 15 years; **\$940.55** after 15 years

The monthly charge includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.

Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,
Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

EXHIBIT "A"
TO
LEASE AND MAINTENANCE OF ELECTRIC LINES AND EQUIPMENT

EQUIPMENT INSTALLATION DATE: 01/01/2014

CUSTOMER: City of Hattiesburg

ADDRESS: Hardy Street - Between Highway 49 and 21st Avenue

LEASED PROPERTY: (15) 40' Embedded Smooth Tapered Black Aluminum Pole

(15) 20' Decorative Arlen Pole Base

(15) 6' Decorative Tenon Mounted Street Light Bracket

Attachments: Material List; DistGIS Map

LEASE TERM: 10 *Initial Contract Term Years / Monthly Renewal*

TOTAL INSTALLED COSTS: \$ 47,586.00

*** TOTAL MONTHLY CHARGE:** \$ 1,124.88 *Fixed throughout the Initial Contract Term*

*** MONTHLY RENEWAL CHARGE:** \$ 304.55 *Following completion of the Initial Contract Term*

POINT(S) OF CONNECTION: Two connection points on the load side of distribution

transformers located along Hardy Street. See DistGIS Map

** Total Monthly Charge is established in accordance with the attached Facilities Charge Rate Schedule and will remain fixed throughout the Initial Contract Term.*

** Monthly Renewal Charge is based on the attached Facilities Charge Rate Schedule. Should this schedule be superseded, the Monthly Renewal Multiplier shown on the most current approved Facilities Charge Rate Schedule will be used following completion of the Initial Contract Term.*

**LEASE AND MAINTENANCE
OF ELECTRIC LINES AND EQUIPMENT**



WHEREAS, Customer desires to lease from Company electric facilities in order to enable Customer to receive and/or use electric energy purchased under the Contract;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

- 1) Incident to and as a part of the Contract, Customer hereby leases from Company the items of electrical equipment listed on Exhibit "A" ("Leased Property"). Additional Leased Property may be leased under this agreement by supplements to Exhibit "A" or by other written authorization from the Customer, when the authorization is accepted by Company.
- 2) With respect to each piece of Leased Property, this lease is effective upon the installation of the Leased Property for an initial term as stated on Exhibit "A" and continuing thereafter until terminated by at least ninety (90) days written notice by either party to the other. This lease shall remain in effect so long as Customer leases equipment hereunder.
- 3) Customer agrees to pay Company for the Leased Property based upon Company's Facilities Charge Rate Schedule, as such rate schedule may be changed from time to time as permitted by law. The total installed cost of the Leased Property, from which the monthly charges shall be calculated under the Facilities Charge Rate Schedule, and the initial monthly charge for the lease of the Leased Property are stated on Exhibit "A" plus applicable Mississippi State sales tax, any new or additional tax imposed upon such rental, and such monetary adjustments as may result from application of Company's Income Tax Adjustment Clause on file with the Mississippi Public Service Commission.
- 4) Customer shall not remove the Leased Property from the Contract location without the prior written consent of Company; and Company shall have the right to enter Customer's premises for the installation, maintenance, inspection or removal thereof.
- 5) In the event of any default by Customer hereunder, Customer shall be liable for all charges due for so long as this Agreement shall remain in effect, and all costs of collection and/or repossession of the Leased Property and Company's reasonable attorneys fees and costs incurred in connection therewith.
- 6) Title to the Leased Property shall remain in Company, subject to the terms of this Agreement and shall remain personal property of Company irrespective of manner of installation on Customer's premises.
- 7) Company agrees to maintain the Leased Property in good operating condition during the term of this Agreement. Customer agrees to indemnify Company against any damages to the Leased Property resulting from any wilful misuse of the same by Customer or from its negligence in failing to protect the Leased Property from any damage.
- 8) Waiver of one or more defaults hereunder shall not be considered a waiver of any other or subsequent default.
- 9) Point or points at which the Leased Property connect to other electrical facilities owned by Customer under the Contract are described on Exhibit "A" (said point or points may be denoted by red arrows representing terminals of Company's electric facilities on the attached sketch, if any, which is made a part hereof).
- 10) This agreement shall not be binding upon the Company until it has been endorsed below by an authorized representative of Company. This agreement supersedes all prior agreements between the parties hereto for the lease of electrical facilities at Customer's establishment. No modification hereof shall be binding unless it shall be in writing duly accepted by Customer and Company.

City of Hattiesburg

Customer

By: _____

Official Capacity

Date

MISSISSIPPI POWER COMPANY

By: _____

Manager

By: _____

Director of Marketing

Date (Effective Date)

August 5, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Bert R. Kuyrkendall:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Hattiesburg to provide a lighting proposal for the Hardy Street lighting project located from approximately 21st Ave to Hwy 49.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

Pricing provided for the Hardy Street lighting project is from your previous selection of pole and fixture. This lighting proposal is based on a photometric layout with an average foot candle of 1.0 for the roadway. All costs shown do not include sales tax. The up-front cost for the installation of the underground circuit to serve the lights is **\$55,777.51**.

- (15) 350W Teardrop Fixture with 6' Decorative Arm * \$65.64/Fixture = \$984.60/month
- (15) 35' Mounting Height Black Aluminum DB Poles with Arlan Base * \$47.65/Pole = \$714.75/month
- Total Monthly Charge = **\$1,699.35**

The monthly charge includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.

Payment of the up-front cost for the lighting installation must be received before construction begins. A five year contract term is required. The pricing in this proposal is good for 60 days. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,
Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

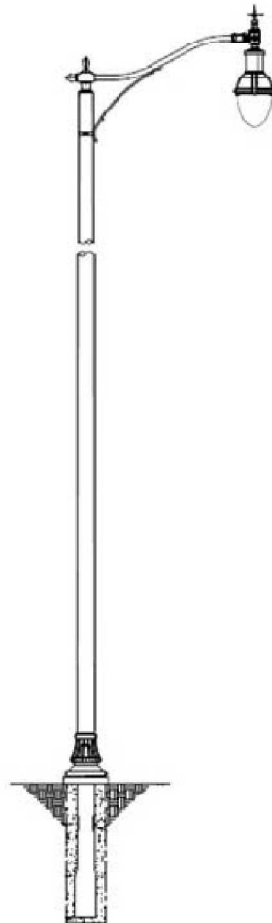
Attachments: 1

Cc: Cathy Reeves (MPC)
Dondi Sawyer (MPC)

Hardy Street Lighting Project



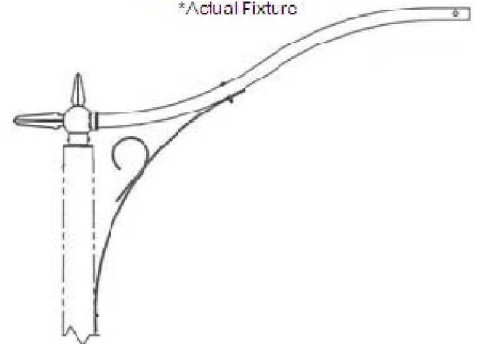
*Lighting Assembly Illustration



*Lighting Assembly Cut-Sheet



*Actual Fixture



*Actual Bracket

Proprietary and Confidential Information

October 11, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Whom It May Concern:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Hattiesburg to provide the lighting for the Hardy Street lighting project located from approximately 21st Ave to Hwy 49.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

Monthly payment options are listed below for your review. All costs shown do not include sales tax.

☒ Payment Option 1:

- (15) 350W Teardrop Fixture = \$636.00/month
- Monthly Charge for (15) Pole, Decorative Base and Bracket: \$1,124.88 first 10 years; \$304.55 after 10 years
- Total Monthly Charge: **\$1,760.88** first 10 years; **\$940.55** after 10 years

☐ Payment Option 2:

- (15) 350W Teardrop Fixture = \$636.00/month
- Monthly Charge for (15) Pole, Decorative Base and Bracket: \$999.06 first 15 years; \$304.55 after 15 years
- Total Monthly Charge: **\$1,635.06** first 15 years; **\$940.55** after 15 years

The monthly charge includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.

Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Matthew Forman

Office: (228) 865-5161

Cell: (228) 990-8551

Fax: (228) 865-5843

mdforman@southernco.com

EXHIBIT "A"
TO
LEASE AND MAINTENANCE OF ELECTRIC LINES AND EQUIPMENT

EQUIPMENT INSTALLATION DATE: 01/01/2014

CUSTOMER: City of Hattiesburg

ADDRESS: Hardy Street - Between Highway 49 and 21st Avenue

LEASED PROPERTY: (15) 40' Embedded Smooth Tapered Black Aluminum Pole

(15) 20' Decorative Arlen Pole Base

(15) 6' Decorative Tenon Mounted Street Light Bracket

Attachments: Material List; DistGIS Map

LEASE TERM: 10 *Initial Contract Term Years / Monthly Renewal*

TOTAL INSTALLED COSTS: \$ 47,586.00

*** TOTAL MONTHLY CHARGE:** \$ 1,124.88 *Fixed throughout the Initial Contract Term*

*** MONTHLY RENEWAL CHARGE:** \$ 304.55 *Following completion of the Initial Contract Term*

POINT(S) OF CONNECTION: Two connection points on the load side of distribution

transformers located along Hardy Street. See DistGIS Map

** Total Monthly Charge is established in accordance with the attached Facilities Charge Rate Schedule and will remain fixed throughout the Initial Contract Term.*

** Monthly Renewal Charge is based on the attached Facilities Charge Rate Schedule. Should this schedule be superseded, the Monthly Renewal Multiplier shown on the most current approved Facilities Charge Rate Schedule will be used following completion of the Initial Contract Term.*

**LEASE AND MAINTENANCE
OF ELECTRIC LINES AND EQUIPMENT**



WHEREAS, Customer desires to lease from Company electric facilities in order to enable Customer to receive and/or use electric energy purchased under the Contract;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1) Incident to and as a part of the Contract, Customer hereby leases from Company the items of electrical equipment listed on Exhibit "A" ("Leased Property"). Additional Leased Property may be leased under this agreement by supplements to Exhibit "A" or by other written authorization from the Customer, when the authorization is accepted by Company.

2) With respect to each piece of Leased Property, this lease is effective upon the installation of the Leased Property for an initial term as stated on Exhibit "A" and continuing thereafter until terminated by at least ninety (90) days written notice by either party to the other. This lease shall remain in effect so long as Customer leases equipment hereunder.

3) Customer agrees to pay Company for the Leased Property based upon Company's Facilities Charge Rate Schedule, as such rate schedule may be changed from time to time as permitted by law. The total installed cost of the Leased Property, from which the monthly charges shall be calculated under the Facilities Charge Rate Schedule, and the initial monthly charge for the lease of the Leased Property are stated on Exhibit "A" plus applicable Mississippi State sales tax, any new or additional tax imposed upon such rental, and such monetary adjustments as may result from application of Company's Income Tax Adjustment Clause on file with the Mississippi Public Service Commission.

4) Customer shall not remove the Leased Property from the Contract location without the prior written consent of Company; and Company shall have the right to enter Customer's premises for the installation, maintenance, inspection or removal thereof.

5) In the event of any default by Customer hereunder, Customer shall be liable for all charges due for so long as this Agreement shall remain in effect, and all costs of collection and/or repossession of the Leased Property and Company's reasonable attorneys fees and costs incurred in connection therewith.

6) Title to the Leased Property shall remain in Company, subject to the terms of this Agreement and shall remain personal property of Company irrespective of manner of installation on Customer's premises.

7) Company agrees to maintain the Leased Property in good operating condition during the term of this Agreement. Customer agrees to indemnify Company against any damages to the Leased Property resulting from any wilful misuse of the same by Customer or from its negligence in failing to protect the Leased Property from any damage.

8) Waiver of one or more defaults hereunder shall not be considered a waiver of any other or subsequent default.

9) Point or points at which the Leased Property connect to other electrical facilities owned by Customer under the Contract are described on Exhibit "A" (said point or points may be denoted by red arrows representing terminals of Company's electric facilities on the attached sketch, if any, which is made a part hereof).

10) This agreement shall not be binding upon the Company until it has been endorsed below by an authorized representative of Company. This agreement supersedes all prior agreements between the parties hereto for the lease of electrical facilities at Customer's establishment. No modification hereof shall be binding unless it shall be in writing duly accepted by Customer and Company.

City of Hattiesburg
By: [Signature] Customer
By: [Signature] Mayor
Official Capacity
11-05-13
Date

MISSISSIPPI POWER COMPANY

By: _____
Manager
By: _____
Director of Marketing

Date (Effective Date)



City of Hattiesburg, MS

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

Master

File Number: 2013-0727

File ID: 2013-0727

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/30/2013

Brief Title: Interlocal Agreement with Lamar County for collection of taxes

Final Action: 11/05/2013

Minute Book Number: MB2013-330

Title: Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of taxes by the Lamar County Tax Collector and the redemption of property sold for taxes

Notes: This agreement increases the commission to Lamar County from 1/2% to 1% of the gross amount collected.

Sponsors:

Enactment Date:

Attachments: Interlocal Agreement Lamar County Taxes, executed
Interlocal Agreement Lamar County Taxes

Enactment Number:

Contact: Connie Everett

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of taxes by the Lamar County Tax Collector and the redemption of property sold for taxes							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0727

Title

Authorize Mayor to execute Interlocal Agreement between the City of Hattiesburg and Lamar County for the collection of taxes by the Lamar County Tax Collector and the redemption of property sold for taxes

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF HATTIESBURG AND LAMAR COUNTY
FOR THE COLLECTION OF TAXES BY THE LAMAR
COUNTY TAX COLLECTOR AND THE REDEMPTION
OF PROPERTY SOLD FOR TAXES**

This agreement is entered into by Lamar County, Mississippi (the "County") and the City of Hattiesburg, Mississippi (the "City") as of the dates shown below.

WITNESSETH

WHEREAS, the City of Hattiesburg, Mississippi, under authority of Chapter 33, Title 21, Mississippi Code of 1972, as amended, and the County of Lamar, under the authority of Chapter 1 and Chapters 29-53, Title 27, Mississippi Code of 1972, presently maintain separate offices for the purpose of collection of ad valorem taxes; and

WHEREAS, it is the desire of both of these local government units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, as amended, to serve the best interest of the taxpayers through consolidation of services and reduction of costs where possible; and

WHEREAS, the County and the City, under the authority of Section 17-13-1, et seq, and Section 27-41-2, Mississippi Code of 1972, is authorized to contract for the County to collect the ad valorem taxes of the City; and

WHEREAS, the purpose of this agreement is to allow the County to collect ad valorem taxes for the City.

NOW, THEREFORE, IT IS AGREED by and between the City of Hattiesburg, Mississippi ("City") and the County of Lamar ("County") as follows:

1. The duly elected Tax Collector of Lamar County, Mississippi shall assume the responsibility for the collection of all City and Municipal Separate School District ad valorem taxes within Lamar County, City of Hattiesburg, and the Hattiesburg Separate School District, Lamar County, City of Hattiesburg, on real, personal property, and public utility assessments. However, this agreement does not include or cover the collection of municipal or separate school district motor vehicle ad valorem taxes, which are being collected under prior authority pursuant to Section 27-51-29 of the Mississippi Code.
2. The County shall retain one (1%) percent of the gross amount collected and settled monthly under this agreement as a commission to the County.

3. Ad valorem taxes shall be collected as soon as reasonably practical after October 1 of each year to be sure that operating funds are available prior to the tax delinquency date of February 1 of each subsequent calendar year.

4. The County Tax Collector shall make payments to the City of all sums collected, less the monthly commission, on or before the 20th of the month next following that in which the funds are collected.

5. The County Tax Collector shall collect all homestead exemption disallowances beginning with the 2013 taxes, and each subsequent year, and all damages and interest authorized by law on all City and Municipal Separate School District taxes which shall be distributed within the same time limitations and in the manner as described in the previous section.

6. Beginning with the 2013 taxes, and each subsequent year, the County Tax Collector shall conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City shall receive all interest, damages and other fees from such sales that the City may be entitled to in accordance with law. The City shall be furnished a list of all lands sold for taxes on its behalf or struck off to the State on or before the second Monday of October. The procedure for advertising and conducting the unified tax sale shall be in accordance with law and specifically Section 27-41-2 of the Mississippi Code.

7. The County Tax Collector shall make refunds of all taxes erroneously collected by his office and will make proper adjustments of the daily and monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as described by Chapter 49, Title 27, Mississippi Code of 1972.

8. Any property acquired under the auspices of this agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this agreement.

9. The City shall have the right at its own expense to audit the County Tax Collector and Chancery Clerk records as they relate to this contract at any reasonable time during normal business hours upon forty-eight (48) hours actual notice to the Tax Collector and/or Chancery Clerk.

10. The City agrees to provide the County Tax Collector a list of all properties exempt from city ad valorem tax, such as industrial exemptions, free port warehouse exemptions, or any other exemptions that may be different than exemptions allowed by the County.

11. The Chancery Clerk of Lamar County, Mississippi, shall handle the redemption of all property sold for taxes levied by said City in the same manner as provided by law for redemptions of property sold for taxes by said County. The Chancery Clerk shall be responsible for receiving and receipting tax redemption payments, for delivering the payments to the proper authorities, for notifying owners of the time for expiration of redemption and for issuing tax deeds and to otherwise do each and every other thing related to the redemption of property sold for taxes levied by the City. The Chancery Clerk shall be entitled to his usual and customary fees in the amounts provided by law for the conducting of this service on behalf of the City of

Hattiesburg. The Chancery Clerk shall not be responsible for any land redemption prior to the 2013 taxes.

12. This contract shall be in effect for an initial term of one (1) year commencing October 1, 2013 and thereafter shall automatically renew on an annual bases unless terminated by one of the two parties hereto. Such termination shall be in the form of a written notice to the other party not less than 12 months in advance of the termination date.

13. Amendment of this contract shall take place only by the mutual written consent of the parties and upon approval of the Attorney General, if required.

14. This agreement shall be in full force and effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended.

This agreement entered into by and between the governing authorities of said City and County on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the _____ day of November, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny L. Dupree, Mayor

ATTEST:

Connie Everett, City Clerk

APPROVED, this the _____ day of November, 2013

LAMAR COUNTY, MISSISSIPPI

By: _____
Joe Bounds, President
Lamar County Board of Supervisors

ATTEST:

Wayne Smith, Chancery Clerk

AGREED AND APPROVED:

Connie Everett, City Clerk
City of Hattiesburg, Mississippi

Jack Smith
Lamar County Tax Assessor/Collector

Wayne Smith
Lamar County chancery Clerk

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF HATTIESBURG AND LAMAR COUNTY
FOR THE COLLECTION OF TAXES BY THE LAMAR
COUNTY TAX COLLECTOR AND THE REDEMPTION
OF PROPERTY SOLD FOR TAXES**

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9. The City shall have the right at its own expense to audit the County Tax Collector and Chancery Clerk records as they relate to this contract at any reasonable time during normal business hours upon forty-eight (48) hours actual notice to the Tax Collector and/or Chancery Clerk.

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Hattiesburg. The Chancery Clerk shall not be responsible for any land redemption prior to the 2013 taxes.

12. This contract shall be in effect for an initial term of one (1) year commencing October 1, 2013 and thereafter shall automatically renew on an annual bases unless terminated by one of the two parties hereto. Such termination shall be in the form of a written notice to the other party not less than 12 months in advance of the termination date.

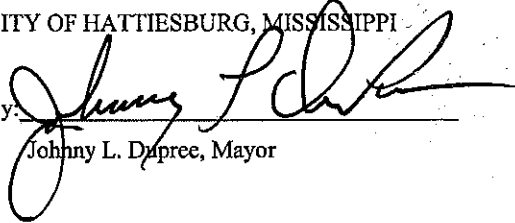
13. Amendment of this contract shall take place only by the mutual written consent of the parties and upon approval of the Attorney General, if required.

14. This agreement shall be in full force and effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended.

This agreement entered into by and between the governing authorities of said City and County on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the 5th day of November, 2013.

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Johnny L. Dupree, Mayor

ATTEST:


Connie Everett, City Clerk

APPROVED, this the _____ day of November, 2013

LAMAR COUNTY, MISSISSIPPI

By: _____

Joe Bounds, President
Lamar County Board of Supervisors

ATTEST:

Wayne Smith, Chancery Clerk

AGREED AND APPROVED:

Connie Everett
Connie Everett, City Clerk
City of Hattiesburg, Mississippi

Jack Smith
Lamar County Tax Assessor/Collector

Wayne Smith
Lamar County chancery Clerk

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City of Hattiesburg, MS

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

Master

File Number: 2013-0718

File ID: 2013-0718

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Authorize Mayor to execute joint petition to the MS Public Service Commission.

Final Action: 11/05/2013

Minute Book Number: MB2013-330

Title:

Authorize Mayor to execute a Joint Petition to the Mississippi Public Service Commission from the City of Hattiesburg and the Rawls Springs Utility District requesting that a portion of Rawls Springs Utility District's certified area for water service in Forrest County be released and relinquished to the City of Hattiesburg for water service.

Notes:

Sponsors:

Enactment Date:

Attachments: Petition - MS Public Service Commission.1, Rawls Springs Release Area, RAWL SPRINGS UTILITY DISTRICT - RELEASE AREA FOR HBURG AREA ASSOC OF REALTORS, executed Petition - MS Public Service Commission.1

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute a Joint Petition to the Mississippi Public Service Commission from the City of Hattiesburg and the Rawls Springs Utility District requesting that a portion of Rawls Springs Utility District's certified area for water service in Forrest County be released and relinquished to the City of Hattiesburg for water service.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0718

Title

Authorize Mayor to execute a Joint Petition to the Mississippi Public Service Commission from the City of Hattiesburg and the Rawls Springs Utility District requesting that a portion of Rawls Springs Utility District's certified area for water service in Forrest County be released and relinquished to the City of Hattiesburg for water service.

Summary

Authorize Mayor to execute a Joint Petition to the Mississippi Public Service Commission from the City of Hattiesburg and the Rawls Springs Utility District requesting that a portion of Rawls Springs Utility District's certified area for water service in Forrest County be released and relinquished to the City of Hattiesburg for water service.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BEFORE THE MISSISSIPPI PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI AND
RAWLS SPRINGS UTILITY DISTRICT

DOCKET NO. _____

IN RE: APPLICATION OF RAWLS SPRINGS
UTILITY DISTRICT TO CANCEL A PORTION
OF THE RAWLS SPRINGS UTILITY DISTRICT
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY FOR SEWER SERVICE TO
BE SERVED BY THE CITY OF HATTIESBURG
IN A SPECIFIED AREA OF FORREST
COUNTY, MISSISSIPPI

PETITION

COMES NOW Rawls Springs Utility District, a corporation duly chartered, organized and existing by virtue of the laws of the State of Mississippi, joined herein by the City of Hattiesburg, Mississippi, a municipal corporation, and files this its application requesting that Rawls Springs Utility District existing certificated area for water service be canceled and that the property hereinafter described be released and relinquished for service by the City of Hattiesburg, Mississippi. In support thereof, Rawls Springs Utility District would show unto the Court the following, to-wit:

1. The Rawls Springs Utility District is a Mississippi corporation, duly chartered, organized and existing under and by virtue of the laws of the State of Mississippi. Petitioner's mailing address is 39 Archie Smith Road, Hattiesburg, Mississippi 39401.
2. The City of Hattiesburg, Mississippi, is a body politic and municipal corporation created pursuant to the laws of the State of Mississippi.

3. Rawls Springs Utility District has entered into an agreement with the City of Hattiesburg, Mississippi to release its certified area for water service located in Forrest County, Mississippi, more particularly described as shown in copies of the attached certificates of public convenience and necessity heretofore granted to Rawls Springs Utility District by this Commission, and attached hereto as Exhibits "A" and "B".

WHEREFORE, PREMISES CONSIDERED, Rawls Springs Utility District requests the Commission to issue such order as may be necessary and required to cancel the aforesaid Certificates of Public Convenience and Necessity for the area described therein and grant such other relief as may be appropriate. The Petitioner and the City of Hattiesburg, Mississippi, respectfully request the Commission waive the twenty (20) day notice requirement in these proceedings as required by *Miss. Code Ann.* §77-3-47 prior to ruling on this Petition and Application.

Respectfully submitted,

Rawls Springs Utility District

BY: _____
Allen Haralson
Board President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Ph.D.
Mayor

ALLEN HARALSON
RAWLS SPRINGS UTILITY DISTRICT
39 Archie Smith Road
HATTIESBURG, MISSISSIPPI 39401
TELEPHONE: (601) 268-2248
FACSIMILE: (601)

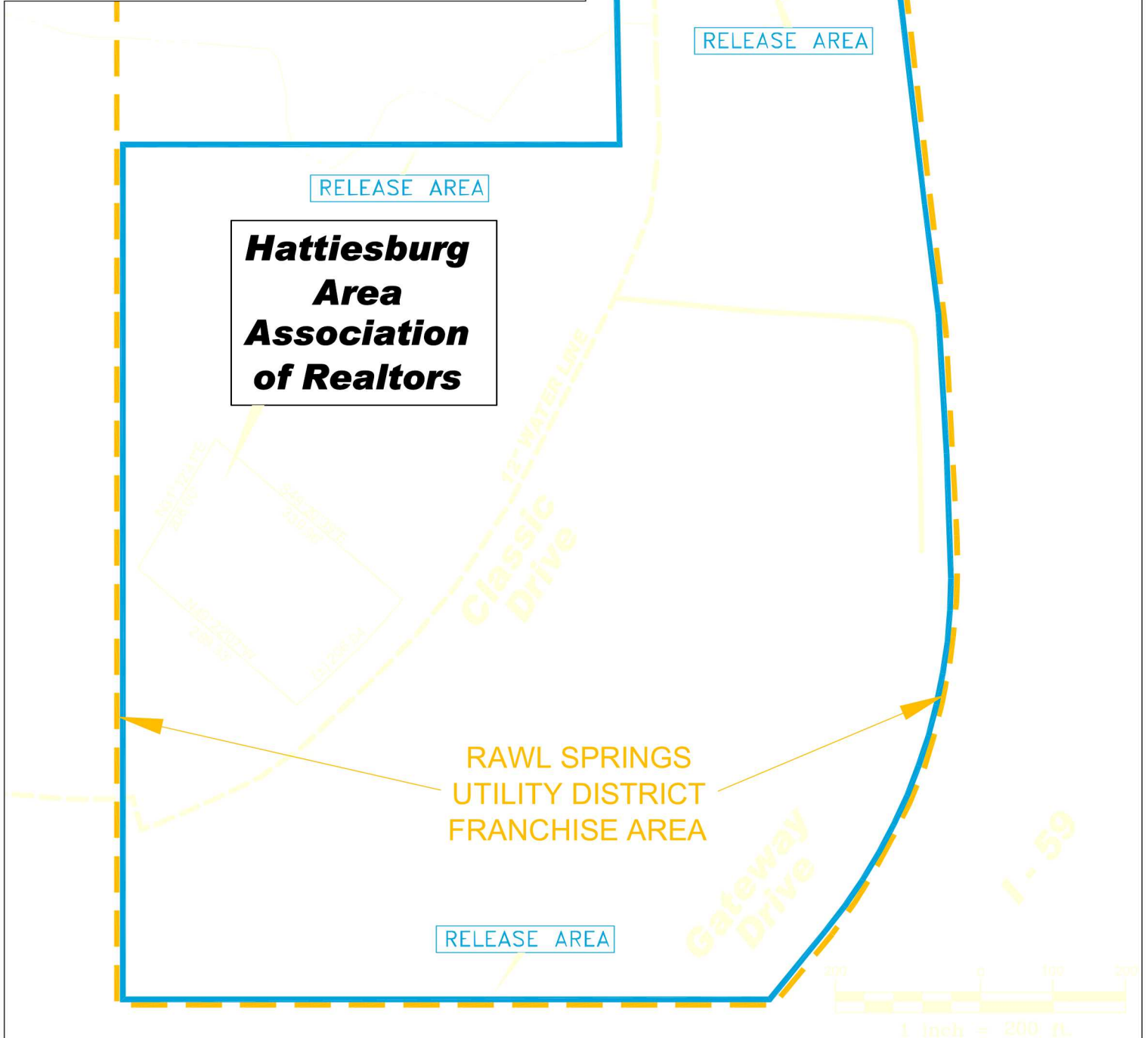
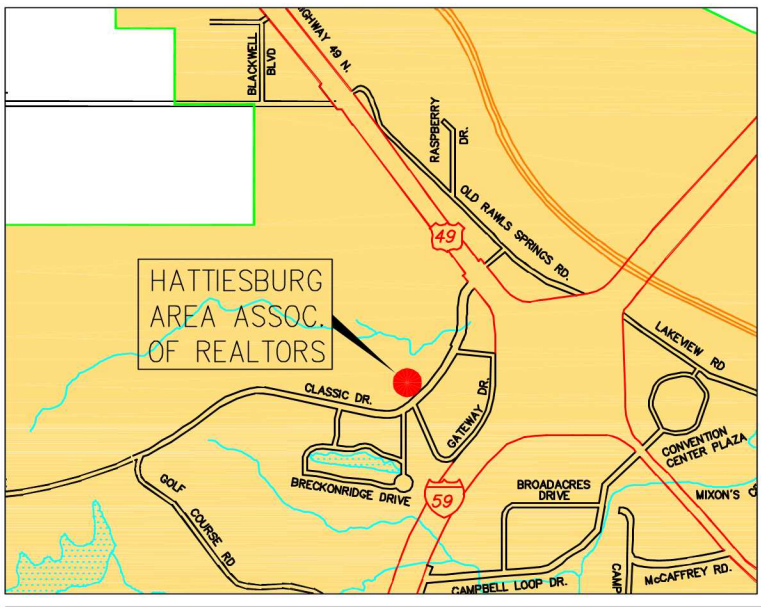
CERTIFICATE OF SERVICE

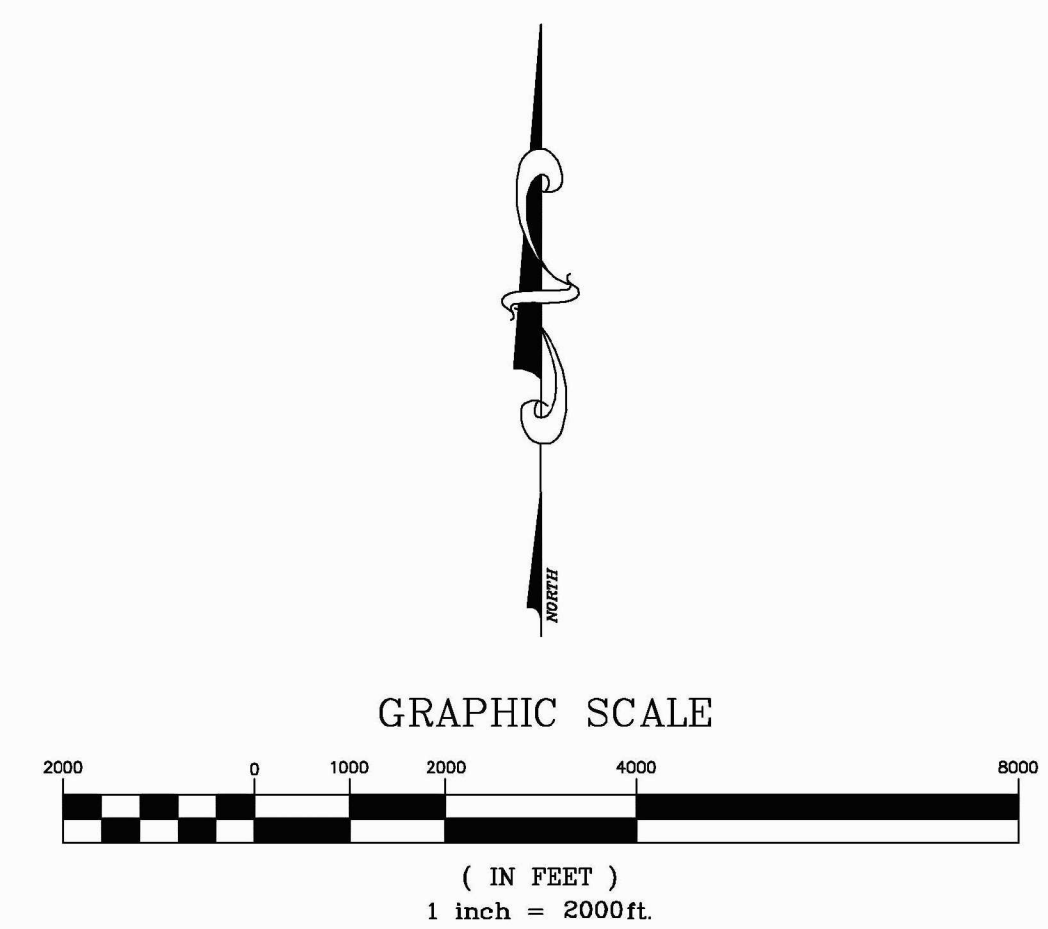
I, Linda B. Bray, Petitioner, do hereby certify that I have this day caused to be delivered a true and correct copy of the above and foregoing Petition, to:

Mr. Brian U. Ray,
Executive Secretary
Mississippi Public Service Commission
501 N. West Street, Suite 201-A
Jackson, MS 39201

THIS, the ____ day of November, 2013.

Allen Haralson





**RAWLS SPRINGS
UTILITY ASSOCIATION**

BOARD OF DIRECTORS

ALLEN HARALSON	- PRESIDENT
PAT RIELS	- MEMBER
JOHN PRINE	- MEMBER
CHARLES CARLEY	- MEMBER
RANDY TEMPLE	- MEMBER

[illegible]

BEFORE THE MISSISSIPPI PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI AND
RAWLS SPRINGS UTILITY DISTRICT

DOCKET NO. _____

IN RE: APPLICATION OF RAWLS SPRINGS
UTILITY DISTRICT TO CANCEL A PORTION
OF THE RAWLS SPRINGS UTILITY DISTRICT
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY FOR SEWER SERVICE TO
BE SERVED BY THE CITY OF HATTIESBURG
IN A SPECIFIED AREA OF FORREST
COUNTY, MISSISSIPPI

PETITION

COMES NOW Rawls Springs Utility District, a corporation duly chartered, organized and existing by virtue of the laws of the State of Mississippi, joined herein by the City of Hattiesburg, Mississippi, a municipal corporation, and files this its application requesting that Rawls Springs Utility District existing certificated area for water service be canceled and that the property hereinafter described be released and relinquished for service by the City of Hattiesburg, Mississippi. In support thereof, Rawls Springs Utility District would show unto the Court the following, to-wit:

1. The Rawls Springs Utility District is a Mississippi corporation, duly chartered, organized and existing under and by virtue of the laws of the State of Mississippi. Petitioner's mailing address is 39 Archie Smith Road, Hattiesburg, Mississippi 39401.

2. The City of Hattiesburg, Mississippi, is a body politic and municipal corporation created pursuant to the laws of the State of Mississippi.

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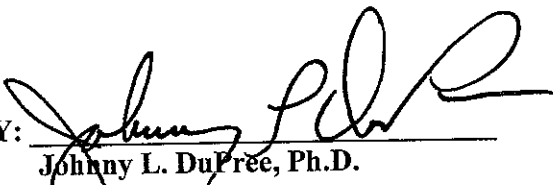
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Respectfully submitted,

Rawls Springs Utility District

BY: 
Allen Haralson
Board President

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Johnny L. DuFree, Ph.D.
Mayor

**ALLEN HARALSON
RAWLS SPRINGS UTILITY DISTRICT
39 Archie Smith Road
HATTIESBURG, MISSISSIPPI 39401
TELEPHONE: (601) 268-2248
FACSIMILE: (601)**

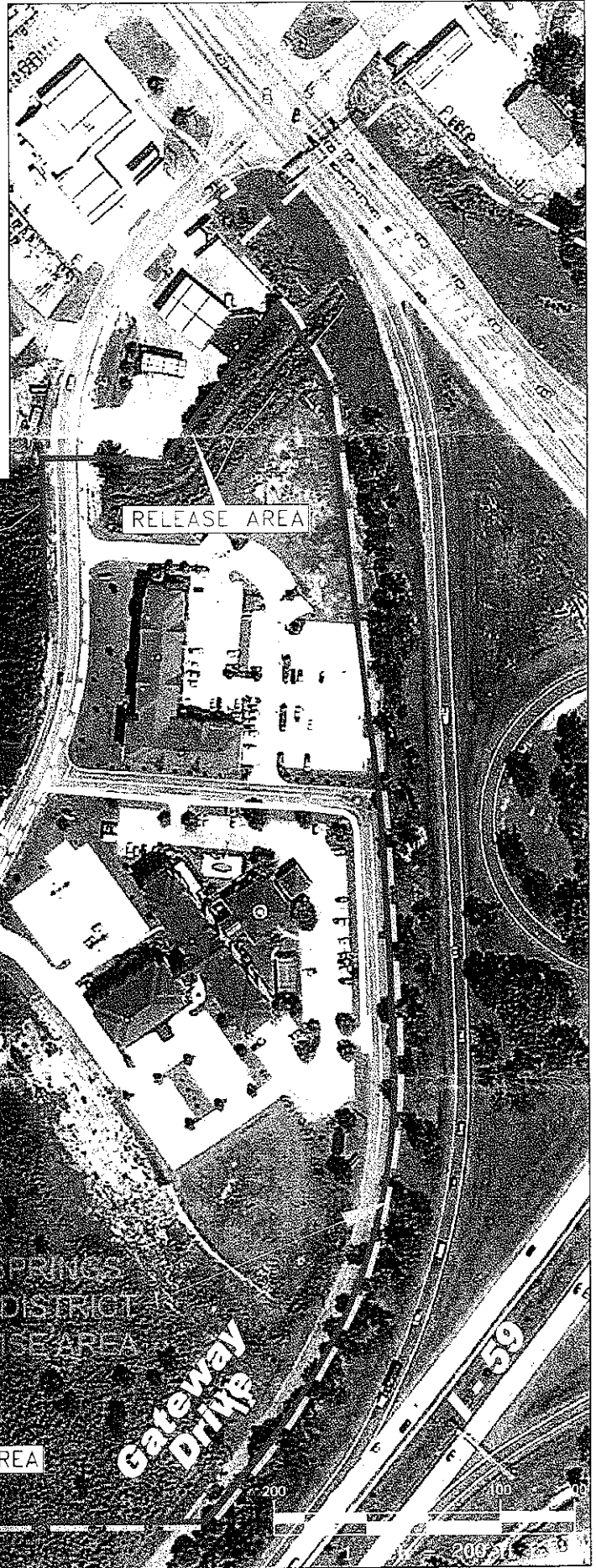
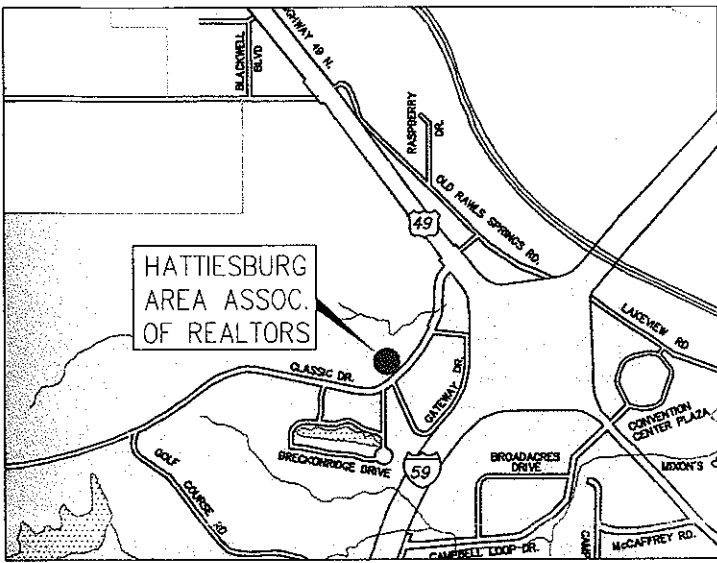
CERTIFICATE OF SERVICE

I, Linda B. Bray, Petitioner, do hereby certify that I have this day caused to be delivered a true and correct copy of the above and foregoing Petition, to:

Mr. Brian U. Ray,
Executive Secretary
Mississippi Public Service Commission
501 N. West Street, Suite 201-A
Jackson, MS 39201

THIS, the ____ day of November, 2013.

Allen Haralson





City of Hattiesburg, MS

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

Master

File Number: 2013-0715

File ID: 2013-0715

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Supplemental Agreement No. 8 with ARE
Consultants for Airport Improvements Project

Final Action: 11/05/2013

Minute Book Number: MB2013-331

Title:

Approve Supplemental Agreement No. 8 with ARE Consultants, Inc. for engineering services associated with the Runway 13-31 Rehabilitation/Restoration Part One project; Authorize performance of Phase I of said agreement; Authorize Mayor to execute agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 8, executed
Supplemental Agreement No. 8

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Supplemental Agreement No. 8 with ARE Consultants, Inc. for engineering services associated with the Runway 13-31 Rehabilitation/Restoration Part One project; Authorize performance of Phase I of said agreement; Authorize Mayor to execute agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0715

Title

Approve Supplemental Agreement No. 8 with ARE Consultants, Inc. for engineering services associated with the Runway 13-31 Rehabilitation/Restoration Part One project; Authorize performance of Phase I of said agreement; Authorize Mayor to execute agreement.

Summary

Approve Supplemental Agreement No. 8 with ARE Consultants, Inc. for engineering services associated with the Runway 13-31 Rehabilitation/Restoration Part One project; Authorize performance of Phase I of said agreement; Authorize Mayor to execute agreement.

Budget Information

039551.7295.02

Expenditure Type

Purchasing Item

Publication Information



October 25, 2013

Ms. Sharon Waits, Engineering Department Accountant
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Supplemental Agreement No. 8
Runway 13-31 Rehabilitation/Restoration
Airport Improvement Program
Reimbursable Engineering Services

Dear Ms. Waits,

Our contract is for providing engineering services to evaluate and design the runway rehabilitation and restoration. Per the City's and our meeting with the FAA in August, responsibilities under this contract include proposing alternate designs to maximize the effectiveness of the construction grant. Construction phases will be specified to cause minimum disruption to the airport and to fit budgets. Charges for these services will be reimbursed by the FAA grant.

Please contact us if you require additional information.

Sincerely,

ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Supplemental Agreement No. 8
Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

November, 2013

Supplemental Agreement No. 8

Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this _____ day of November, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to rehabilitate/restore Runway 13-31 and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

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

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

CHARACTER AND EXTENT OF SERVICES

1. GENERAL

1.1 The Engineer shall render the engineering services necessary for the development of the Project in accordance with Mississippi DOTD and FAA requirements. These services will include serving as the Owner's professional engineering representative for the Project and providing professional engineering consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I:	Preliminary Phase
Phase II:	Design Phase
Phase III:	Construction Phase

1.2 The Engineer will be responsible for performing Phases I & II in accordance with the terms of this Agreement under the direct administration of a "Project Coordinator" who will be identified when the work is authorized. Phase III is not a part of this Agreement at this time.

1.3 The phases are described more specifically as follows:

2. PHASE I — PRELIMINARY PHASE

2.1 Attend Preliminary conferences with the Owner, the HCC and other interested parties to review available data and to clarify and define the requirements of the Project.

2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.3 Prepare a preliminary engineering report on the Project in sufficient detail to indicate the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Engineer's recommendations. Furnish the Owner with five copies of the report.

2.4 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

2.5 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys, or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3 PHASE II — DESIGN PHASE

3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.2 Prepare detailed plans, specifications, contract documents, and cost estimates.

3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.4 Furnish the Owner eighteen (18) copies of the plans, specifications, contract documents, and estimates for final review by the Owner and approving authorities.

3.5 Make revisions to the plans, specifications, contract documents and, estimates as may be required after final review by the Owner and approving authorities. The Engineer shall not be required to guarantee the accuracy of the estimates. Plans shall be prepared on Mylar or vellum of the highest quality. Provide the Owner with eighteen (18) copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications, and contract documents in excess of the specified number will be paid for under the provisions for Contract Changes.

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 180 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I Preliminary Phase	\$ 135,018.21
Phase II Design Phase	118,200.93

Compensation for Phase III Construction Phase Services shall be covered by a supplemental agreement to this contract. Several variables including construction time will be more clearly defined during the preliminary and design phases of the project.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$253,219.14 payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement .

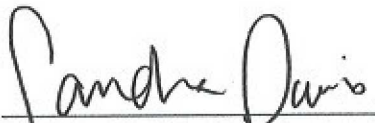
Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

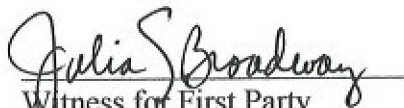
A R E Consultants, Inc.



Witness for First Party



W. Sherwood Bailey, Jr.
Title: President



Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. This Agreement is subject to the following special provisions.
2. The following Exhibits are attached to and made a part of this Agreement.
 - 2.1 Exhibit A "Contractor Contractual Requirements", consisting of three (3) pages.
 - 2.2 Exhibit B, "Detailed Scope of Work".

Supplemental Agreement No. 8 Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT A Contractor Contractual Requirements Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as

certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 8 Engineering Services

Associated with Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B

Detailed Scope of Services

This is an Exhibit attached to and made a part of the Engineering Services Agreement Runway 13 Drainage and Safety Area Improvements between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services as described in said Agreement are amended and supplemented as indicated below:

Scope of services for the design associated with Runway 13-31 Rehabilitation/Restoration Part One Improvements- Bobby L. Chain Municipal Airport
Phase I - Preliminary Phase

Part 1

- * Attend meetings with government agencies including the Owner and local commissions.
- * Coordinate with agencies on behalf of the owner.

Part 2

- * Review and evaluate existing information to, investigate and identify pavement requirements to rehabilitate/Restore approximately five thousand feet of RWY 13-31 beginning at RWY 13 and provide approach lighting cans which would be installed in the restored pavement areas. Develop applicable base sheets to use in projecting requirements.
- * Study any associated construction requirements which are effectively accomplished coincidentally with the pavement rehabilitation. Coordinate with the Airport Director and the Airfield Manager.

- * Report findings to the OWNER.

Part 3

- * Determine pavement conditions and replacement limits.
Develop proposed pavement rehabilitated/restored pavement structure alternatives.

- * Produce an engineering report as required by the Owner including the partial airport layout plan marked to indicate improvements, appropriate narrative, and cost estimates.

Part 4

- * Topographic Survey

- * Re-establish baseline for the runway centerline. And cross section deteriorating runway pavement areas.

Phase II — Design Phase

Part 1

- * Coordinate the initial design activities with government agencies. Update engineering report.

Part 2 - Preliminary Plans

- * Produce a general layout plan and a summary of quantities sheet.
- * Produce existing conditions and demolition plans and a construction sequence plan.
- * Produce typical, details, and pavement marking sheets.
- * Provide cross sections.
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.

Part 3 - Final Plans

- * After reviews by the Owner, incorporate required changes into the plans and specifications.
- * Revise estimates of probable cost.

Part 4

- * Provide bidding assistance.

Supplemental Agreement No. 8
Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

Back-up Calculations

for

Fee Computations

November 2013

Inventory/Preliminary PHASE I

Manhour Estimate

	Clerical	Technician	Engineer	CAD	Senior Engineer	Project Manager	Principal
Part 1 - Preliminary Conferences							
I. Conferences, Coordination w/Governmental Agencies		14	20	0	16	24	12
Total Hours - Part 1	0	14	20	0	16	24	12
Part 2 - Existing Conditions							
I. Review , Evaluate			24	15	12	12	6
II. Develop Base Sheets for inventory	4	12	28	50		8	6
III. Inventory Pavement Requirements, Deficiencies		40	20	24	20	6	
IV. Findings to Owner, Agency	4	8	22	18		15	
Total Hours - Part 2	8	60	94	107	32	12	12
Part 3 - Scope							
I. Replacement limits		20	20	36	24	15	4
II. Pavement Structure Alternatives, Phasing	4	20	30	22	16	12	
III. Engineer's Report	4	38	22	20	18	30	
IV. Narrative, cost estimates	8	6	32	26	6	6	2
Total Hours - Part 3	16	84	104	104	64	63	6
Part 4 - Topo Survey, Coord. Tests							
A. Direct survey, geotech investigation	10	20	34	24		20	6
Total Hours - Part 4	10	20	34	24	0	20	6
TOTAL HOURS - Preliminary Phase I	34	178	252	235	112	119	36

ENGINEERING SERVICES

HBG RWY 13-31

Runway Rehab/Restore

DESIGN PHASE II Engineering Manhour Estimate

	Sheets	Clerical	CADD	Tech. / Professional	Engineer	Senior Engineer	Project Manager	Principal
Part 1 - Preliminary Conferences								
Conferences, Coordination w/ Governmental		2	1	2	3	6	4	2
Engineering Report Update		3		1		2	2	1
Total Hours - Part 1	0	5	1	3	3	8	6	3
Part 2 - Preliminary Plans								
TITLE SHEET AND INDEX OF DRAWINGS	1		4	2	2		0	0
SUMMARY OF QUANTITIES	1		6	2	5	4	5	1
GENERAL NOTES	1		3	3	3	4	6	3
SITE PLAN (SURVEY CONTROL)	1		3	2	4		4	1
PHASING PLAN MULTIPLE SHEETS	2		3	2	2	6	6	1
SAFETY PLAN	1		3	3	2	3	6	1
EROSION CONTROL PLAN	1		2	2	2		2	0
EROSION CONTROL DETAILS	1		3	2	3		1	0
DEMOLITION PLAN, MULTIPLE SHEETS	2		3	3	2	4	2	1
GEOMETRIC PLAN, MULTIPLE SHEETS	2		13	2	6	2	2	1
RUNWAY PLAN AND PROFILE, MULTIPLE SHEETS	3		16	6	12	12	3	1
INTERSECTION GRADING PLAN, MULTIPLE SHEETS	2		6	4	5		4	1
UNDERDRAINAGE PLANS, MULTIPLE SHEETS	2		6	3	3		3	1
DRAINAGE DETAILS, MULTIPLE SHEETS	2		5	1	4		2	1

ENGINEERING SERVICES

Runway Rehab/Restore

PAVEMENT MARKING PLAN, MULTIPLE SHEETS	3	8	6	2	2	1
TYPICAL SECTIONS, MULTIPLE SHEETS	2	16	6	8	1	1
PAVEMENT DETAILS	2	8	4	6	1	1
PAVEMENT PLAN, MULTIPLE SHEETS	2	15	4	5	2	1
CROSS SECTIONS, MULTIPLE SHEETS	8	32	6	10	6	
MISCELLANEOUS DETAILS	2	16	6	10		
COST ESTIMATES		8	4	8	10	2
SPECIAL SPECIFICATIONS		8	4	18	8	2
QUALITY CONTROL PLAN		8	4	12	6	2
Total Hours - Part 2	41	24	179	83	140	23
Part 3 - Final Plans						
TITLE SHEET AND INDEX OF DRAWINGS	1	4	2	2	0	0
SUMMARY OF QUANTITIES	1	4	2	3	1	1
GENERAL NOTES	1	4	2	1	1	0
SITE PLAN (SURVEY CONTROL)	1	6	4	1	2	0
PHASING PLAN MULTIPLE SHEETS	2	6	2	2	2	0
SAFETY PLAN	1	4	2	1	1	0
EROSION CONTROL PLAN	1	4	2	1	1	0
EROSION CONTROL DETAILS	1	4	2	1	0	0
DEMOLITION PLAN, MULTIPLE SHEETS	2	6		1	0	0
GEOMETRIC PLAN, MULTIPLE SHEETS	2	4	2	1	1	1
RUNWAY PLAN AND PROFILE, MULTIPLE SHEETS	3	6	2	2	1	0

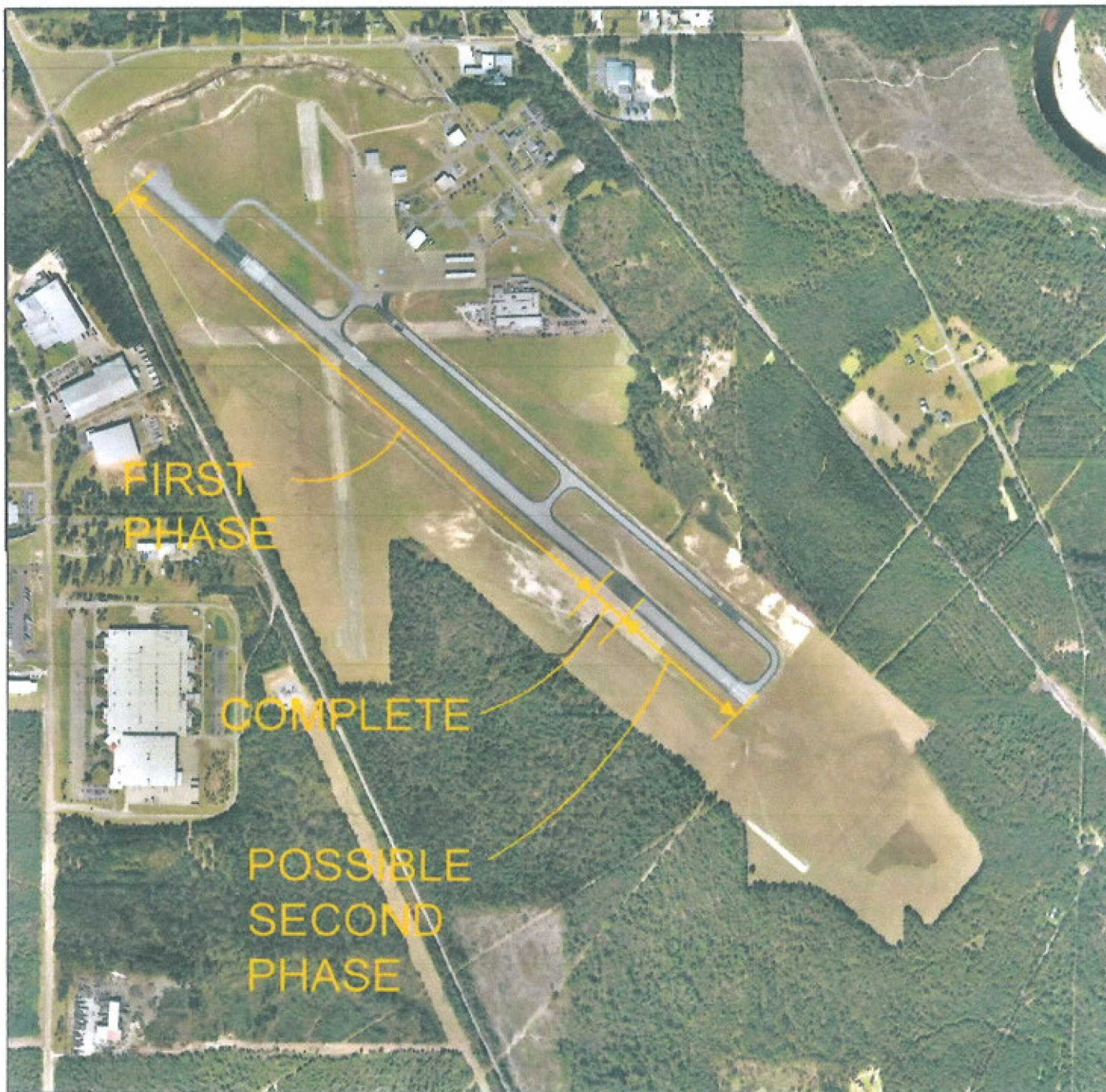
INTERSECTION GRADING PLANS, MULTIPLE SHEETS UNDERDRAINAGE PLANS, MULTIPLE SHEETS DRAINAGE DETAILS, MULTIPLE SHEETS PAVEMENT MARKING PLAN, MULTIPLE SHEETS	2	5	4	2	2	1	2
	2	5	2	1	1	2	2
	2	4	2	2	2		
	3	4	2	2	2		
	2	6	4	2	1		
	2	4	2	1			
	2	6	2	2	1		
	8	6	6	2			
MISC. DETAILS	2	2	4	2			
COST ESTIMATES			2	2	4	2	2
SPECIAL SPECIFICATIONS	10	4		2	2	4	4
PLAN-IN-HAND	8			4	8	2	2
QUALITY CONTROL PLAN	8	6	2	4	4	4	2
Total Hours - Part 3	41	26	104	54	44	6	34
							15
Part 4 - Bidding							
Pre-Bid Meetings							
Procurement Support							
Bid Evaluation							
Total Hours - Part 4		0	12	5	6	12	21
							0
TOTAL HOURS - DESIGN PHASE	55	296	145	193	117	133	41

Design/Implementation Phase II					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	41	X	\$ 70.00	\$	2,870.00
Senior Engineer	90	X	\$ 55.00	\$	4,950.00
Project Manager	133	X	\$ 52.00	\$	6,916.00
Engineer	173	X	\$ 52.00	\$	8,996.00
Electrical Engineer	20	X	\$ 49.00	\$	980.00
Pre - Professional	145	X	\$ 42.00	\$	6,090.00
Technician	296	X	\$ 34.00	\$	10,064.00
Administrative	55	X	\$ 17.00	\$	935.00
Payroll				\$	41,801.00

Phase II							
Profit Percentage Computation							
A.	Supervisory	264	/	953	X	17%	4.71%
B.	Engineer	193	/	953	X	14%	2.84%
C.	Other Hours	496	/	953	X	12%	6.25%
D.	Sub-Total						13.79%
E.	Complexity F						1.02
F.	Overhead						1.02
G.	Fee Size						1.00
Profit							14.35%

Phase II			
Direct Expenses			
Item	Quantity	Rate	Total
Travel and Mileage			\$ 1,000.00
Reproduction			\$ 2,800.00
Subs/Geotech/survey			\$ -
			\$ -
Total			\$3,800.00
Expenses			\$ 3,800.00

Phase II			
Direct Costs			
Payroll		\$	41,801.00
Overhead (Includes Payroll Additives)	138%	\$	57,685.38
Expenses			\$3,800.00
Total Estimated Cost		\$	103,286.38
Profit	14.44%	\$	14,914.55
Consultant Fee			
Total Lump Sum Fee		\$	118,200.93



**RUNWAY 13-31 PAVEMENT
REHABILITATION EXHIBIT**



08.20.2013



08.20.2013



08.20.2013



08.20.2013

Supplemental Agreement No. 8
Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

November, 2013

Supplemental Agreement No. 8

Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this 5th day of November, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

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- Phase II:** Design Phase
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2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

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2.4 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

2.5 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys, or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3 PHASE II — DESIGN PHASE

3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.2 Prepare detailed plans, specifications, contract documents, and cost estimates.

3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.4 Furnish the Owner eighteen (18) copies of the plans, specifications, contract documents, and estimates for final review by the Owner and approving authorities.

3.5 Make revisions to the plans, specifications, contract documents and, estimates as may be required after final review by the Owner and approving authorities. The Engineer shall not be required to guarantee the accuracy of the estimates. Plans shall be prepared on Mylar or vellum of the highest quality. Provide the Owner with eighteen (18) copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications, and contract documents in excess of the specified number will be paid for under the provisions for Contract Changes.

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 180 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I Preliminary Phase	\$ 135,018.21
Phase II Design Phase	118,200.93

Compensation for Phase III Construction Phase Services shall be covered by a supplemental agreement to this contract. Several variables including construction time will be more clearly defined during the preliminary and design phases of the project.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is \$253,219.14 payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement .

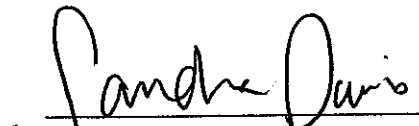
Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

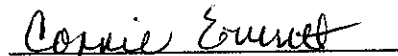
A R E Consultants, Inc.


Witness for First Party

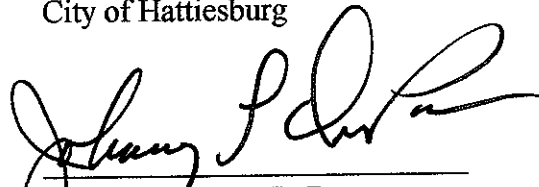

W. Sherwood Bailey, Jr.
Title: President


Witness for First Party

72-1145432
Federal Identification Number


Witness for Second Party

City of Hattiesburg


Mayor Johnny L. DuPree

Witness for Second Party

SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

1. This Agreement is subject to the following special provisions.
- 2 . The following Exhibits are attached to and made a part of this Agreement.
 - 2.1 Exhibit A "Contractor Contractual Requirements", consisting of three (3) pages.
 - 2.2 Exhibit B, "Detailed Scope of Work".

Supplemental Agreement No. 8 Engineering Services

Associated with Runway 13-31 Rehabilitation/Restoration Part One Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT A Contractor Contractual Requirements Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to as

certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No. 8 Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B

Detailed Scope of Services

This is an Exhibit attached to and made a part of the Engineering Services Agreement Runway 13 Drainage and Safety Area Improvements between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services as described in said Agreement are amended and supplemented as indicated below:

Scope of services for the design associated with Runway 13-31 Rehabilitation/Restoration Part One Improvements- Bobby L. Chain Municipal Airport
Phase I - Preliminary Phase

Part 1

- * Attend meetings with government agencies including the Owner and local commissions.
- * Coordinate with agencies on behalf of the owner.

Part 2

- * Review and evaluate existing information to, investigate and identify pavement requirements to rehabilitate/Restore approximately five thousand feet of RWY 13-31 beginning at RWY13 and provide approach lighting cans which would be installed in the restored pavement areas. Develop applicable base sheets to use in projecting requirements.
- * Study any associated construction requirements which are effectively accomplished coincidentally with the pavement rehabilitation. Coordinate with the Airport Director and the Airfield Manager.

- * Report findings to the OWNER.

Part 3

- * Determine pavement conditions and replacement limits.
Develop proposed pavement rehabilitated/restored pavement structure alternatives.

- * Produce an engineering report as required by the Owner including the partial airport layout plan marked to indicate improvements, appropriate narrative, and cost estimates.

Part 4

- * Topographic Survey

- * Re-establish baseline for the runway centerline. And cross section deteriorating runway pavement areas.

Phase II — Design Phase

Part 1

- * Coordinate the initial design activities with government agencies. Update engineering report.

Part 2 - Preliminary Plans

- * Produce a general layout plan and a summary of quantities sheet.
- * Produce existing conditions and demolition plans and a construction sequence plan.
- * Produce typical, details, and pavement marking sheets.
- * Provide cross sections.
- * Provide estimates for probable costs, special specifications, and a quality control plan as required by the Owner.
- * Attend Plan-in-hand meetings and reviews.

Part 3 - Final Plans

- * After reviews by the Owner, incorporate required changes into the plans and specifications.
- * Revise estimates of probable cost.

Part 4

- * Provide bidding assistance.

Supplemental Agreement No. 8
Engineering Services

Associated with
Runway 13-31 Rehabilitation/Restoration Part One
Hattiesburg-Bobby L. Chain Municipal Airport

Back-up Calculations

for

Fee Computations

November 2013

Inventory/Preliminary PHASE I

Manhour Estimate

	Clerical	Technician	Engineer	CAD	Senior Engineer	Project Manager	Principal
Part 1 - Preliminary Conferences							
I. Conferences, Coordination w/Governmental Agencies		14	20	0	16	24	12
Total Hours - Part 1	0	14	20	0	16	24	12
Part 2 - Existing Conditions							
I. Review, Evaluate			24	15	12	12	6
II. Develop Base Sheets for Inventory	4	12	28	50		8	6
III. Inventory Pavement Requirements, Deficiencies		40	20	24	20	6	
IV. Findings to Owner, Agency	4	8	22	18		15	
Total Hours - Part 2	8	60	94	107	32	12	12
Part 3 - Scope							
I. Replacement limits		20	20	36	24	15	4
II. Pavement Structure Alternatives, Phasing	4	20	30	22	16	12	
III. Engineer's Report	4	38	22	20	18	30	
IV. Narrative, cost estimates	8	6	32	26	6	6	2
Total Hours - Part 3	16	84	104	104	64	63	6
Part 4 - Topo Survey, Coord. Tests							
A. Direct survey, geotech investigation	10	20	34	24		20	6
Total Hours - Part 4	10	20	34	24	0	20	6
TOTAL HOURS - Preliminary Phase I	34	178	252	235	112	119	36

Inventory/Preliminary Phase I					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	36	X	\$ 70.00	\$	2,520.00
Project Manager	119	X	\$ 52.00	\$	6,188.00
Senior Engineer	112	X	\$ 55.00	\$	6,160.00
CAD	235	X	\$ 29.00	\$	6,815.00
Engineer	232	X	\$ 52.00	\$	12,064.00
Electrical Engineer	20	X	\$ 49.00	\$	980.00
Technician	178	X	\$ 34.00	\$	6,052.00
Clerical	34	X	\$ 17.00	\$	578.00
Payroll				\$	41,357.00

Phase I						
Profit Percentage Computation						
A. Supervisory Hours	267	/	966	X	17%	4.70%
B. Engineer Hours	252	/	966	X	14%	3.65%
C. Other Hours	445	/	966	X	12%	5.53%
D. Sub-Total						13.88%
E. Complexity Factor						1.02
F. Overhead (Manual Curve)						1.02
G. Fee Size (Manual Curve)						1.00
Profit - Phase I						14.44%

Phase I				
Direct Expenses				
Item	Quantity	Rate		Total
Travel and Mileage	1,200	\$ 0.46	\$	552.00
Reproduction			\$	500.00
Survey			\$	18,500.00
Expenses - Phase I			\$	19,552.00

Phase I			
Direct Costs			
Payroll		\$	41,357.00
Overhead (Includes Payroll Additives)	138%	\$	57,072.66
Expenses		\$	19,552.00
Total Estimated Cost		\$	117,981.66
Profit	14.44%	\$	17,036.55
Consultant Fee		\$	135,018.21
Total Lump Sum Fee - Phase I		\$	135,018.21

ENGINEERING SERVICES

HBG RWY 13-31

Runway Rehab/Restore

DESIGN PHASE II Engineering Manhour Estimate

	Tech./						Pre-			Senior			Project		
	Sheets	Clerical	CADD	Professional	Engineer	Engineer	Manager	Principal							
Part 1 - Preliminary Conferences															
Conferences, Coordination w/ Governmental		2	1	2	3	6	4	2							
Engineering Report Update		3		1		2	2	1							
Total Hours - Part 1	0	5	1	3	3	8	6	3							
Part 2 - Preliminary Plans															
TITLE SHEET AND INDEX OF DRAWINGS	1		4	2	2		0								
SUMMARY OF QUANTITIES	1		6	2	5	4	5	1							
GENERAL NOTES	1		3	3	3	4	6	3							
SITE PLAN (SURVEY CONTROL)	1		3	2	4		4	1							
PHASING PLAN MULTIPLE SHEETS	2		3	2	2	6	6	1							
SAFETY PLAN	1		3	3	2	3	6	1							
EROSION CONTROL PLAN	1		2	2	2		2	0							
EROSION CONTROL DETAILS	1		3	2	3		1	0							
DEMOLITION PLAN, MULTIPLE SHEETS	2		3	3	2	4	2	1							
GEOMETRIC PLAN, MULTIPLE SHEETS	2		13	2	6	2	2	1							
RUNWAY PLAN AND PROFILE, MULTIPLE SHEETS	3		16	6	12	12	3	1							
INTERSECTION GRADING PLAN, MULTIPLE SHEETS	2		6	4	5		4	1							
UNDERDRAINAGE PLANS, MULTIPLE SHEETS	2		6	3	3		3	1							
DRAINAGE DETAILS, MULTIPLE SHEETS	2		5	1	4		2	1							

PAVEMENT MARKING PLAN, MULTIPLE SHEETS	3	8	6	2	2	1
TYPICAL SECTIONS, MULTIPLE SHEETS	2	16	6	8	8	1
PAVEMENT DETAILS	2	8	4	6	1	1
PAVEMENT PLAN, MULTIPLE SHEETS	2	15	4	5	2	1
CROSS SECTIONS, MULTIPLE SHEETS	8	32	6	10	6	
MISCELLANEOUS DETAILS	2	16	6	10		
COST ESTIMATES		8	4	8	14	6
SPECIAL SPECIFICATIONS		8	0	4	18	8
QUALITY CONTROL PLAN		8	4	8	12	6
Total Hours - Part 2	41	24	179	83	140	64
Part 3 - Final Plans						
TITLE SHEET AND INDEX OF DRAWINGS	1	4	2	2	0	0
SUMMARY OF QUANTITIES	1	4	2	3	1	1
GENERAL NOTES	1	4	2	1	1	0
SITE PLAN (SURVEY CONTROL)	1	6	4	1	2	0
PHASING PLAN MULTIPLE SHEETS	2	6	2	2	2	0
SAFETY PLAN	1	4	2	1	1	0
EROSION CONTROL PLAN	1	4	2	1	1	0
EROSION CONTROL DETAILS	1	4	2	1	0	0
DEMOLITION PLAN, MULTIPLE SHEETS	2	6		1	0	0
GEOMETRIC PLAN, MULTIPLE SHEETS	2	4	2	1	1	1
RUNWAY PLAN AND PROFILE, MULTIPLE SHEETS	3	6	2	2	1	0

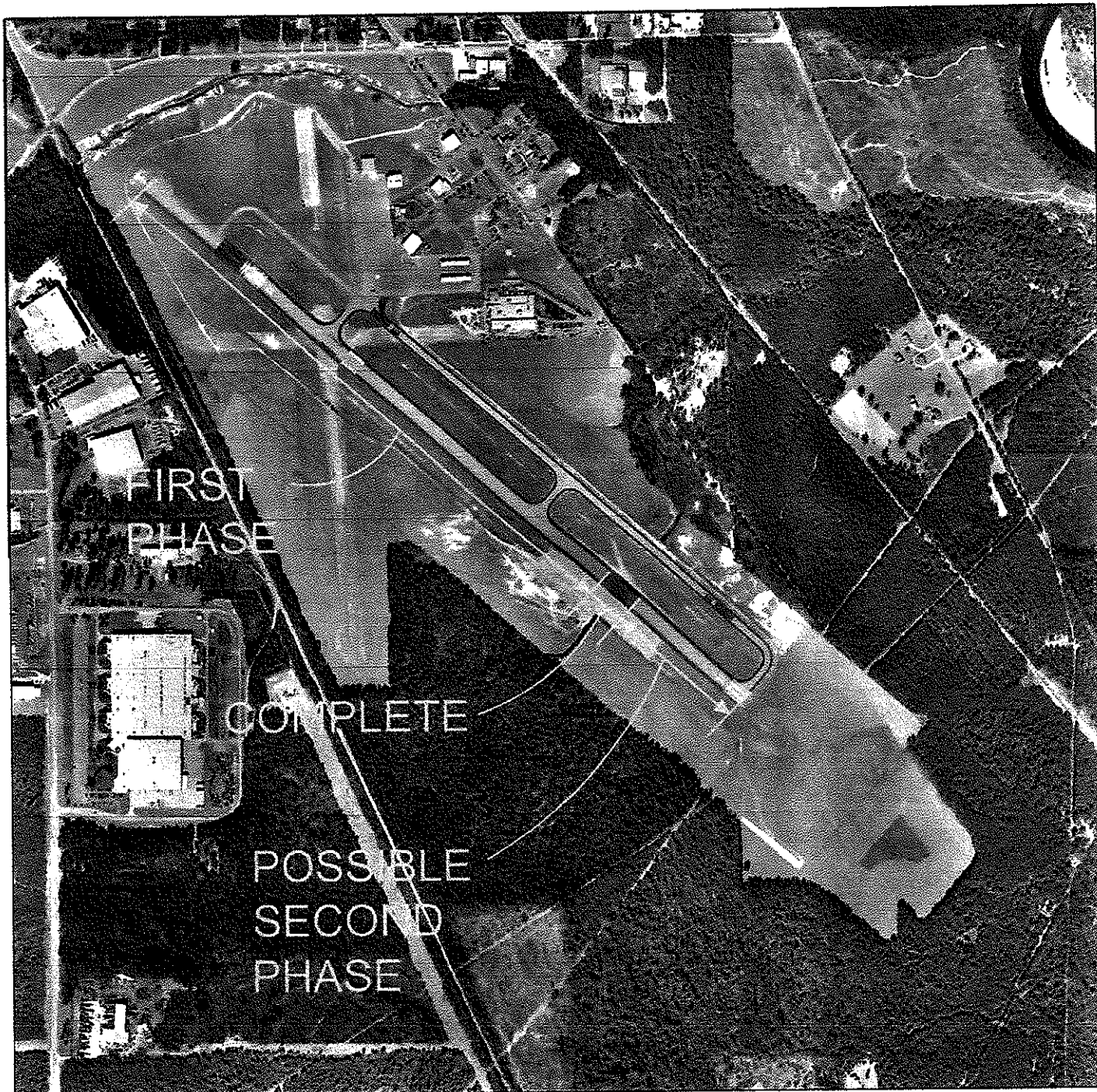
INTERSECTION GRADING PLANS, MULTIPLE SHEETS UNDERDRAINAGE PLANS, MULTIPLE SHEETS DRAINAGE DETAILS, MULTIPLE SHEETS PAVEMENT MARKING PLAN, MULTIPLE SHEETS	2	5	4	2	2	1
	2	5	2	1	2	2
	2	4	2	2		
	3	4	2	2		
	2	6	4	2	1	
	2	4	2	1		
	2	6	2	2	1	
	8	6	6	2		
MISC. DETAILS	2	2	4	2		
COST ESTIMATES			2	2	4	2
SPECIAL SPECIFICATIONS	10	4		2	2	4
PLAN-IN-HAND	8			4	8	2
QUALITY CONTROL PLAN	8	6	2	4	4	2
Total Hours - Part 3	41	26	104	54	44	6
						34
						15
Part 4 - Bidding						
Pre-Bid Meetings		8	2	2	6	9
Procurement Support		0	2	2		4
Bid Evaluation		4	1	2	6	8
Total Hours - Part 4		0	12	5	6	12
						21
						0
TOTAL HOURS - DESIGN PHASE	55	296	145	193	117	133
						41

Design/Implementation Phase II					
Hourly Wages					
Position	Hours		Rate		Total Pay
Principal	41	X	\$ 70.00	\$	2,870.00
Senior Engineer	90	X	\$ 55.00	\$	4,950.00
Project Manager	133	X	\$ 52.00	\$	6,916.00
Engineer	173	X	\$ 52.00	\$	8,996.00
Electrical Engineer	20	X	\$ 49.00	\$	980.00
Pre - Professional	145	X	\$ 42.00	\$	6,090.00
Technician	296	X	\$ 34.00	\$	10,064.00
Administrative	55	X	\$ 17.00	\$	935.00
Payroll				\$	41,801.00

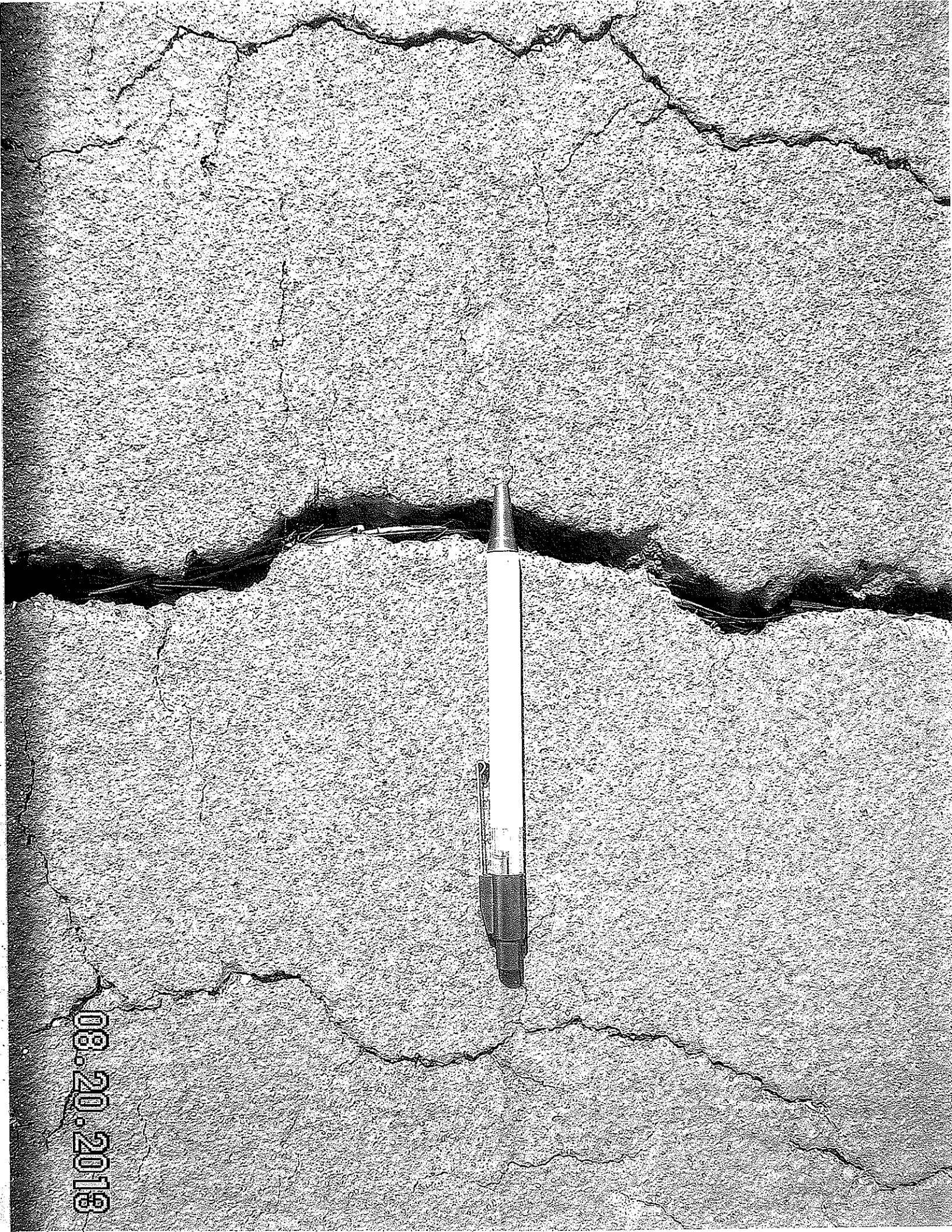
Phase II							
Profit Percentage Computation							
A.	Supervisory	264	/	953	X	17%	4.71%
B.	Engineer	193	/	953	X	14%	2.84%
C.	Other Hours	496	/	953	X	12%	6.25%
D.	Sub-Total						13.79%
E.	Complexity f						1.02
F.	Overhead						1.02
G.	Fee Size						1.00
Profit							14.35%

Phase II			
Direct Expenses			
Item	Quantity	Rate	Total
Travel and Mileage		\$	1,000.00
Reproduction		\$	2,800.00
Subs/Geotech/survey		\$	-
		\$	-
Total			\$3,800.00
Expenses		\$	3,800.00

Phase II			
Direct Costs			
Payroll		\$	41,801.00
Overhead (Includes Payroll Additives)	138%	\$	57,685.38
Expenses			\$3,800.00
Total Estimated Cost		\$	103,286.38
Profit	14.44%	\$	14,914.55
Consultant Fee			
Total Lump Sum Fee		\$	118,200.93



RUNWAY 13-31 PAVEMENT REHABILITATION EXHIBIT



08.20.2018

08.20.2013



08.20.2013

08:20:2018



City of Hattiesburg, MS

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

Master

File Number: 2013-0714

File ID: 2013-0714

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Approve Add Alternate No. 1 for the Airport Drainage & Safety Area Improvements Part Two project.

Final Action: 11/05/2013

Minute Book Number: MB2013-331

Title:

Approve Change Order for Additive Alternate No. 1 of the Airport Drainage & Safety Area Improvements Part Two project (Project AIP No. 3-28-0031-0020-2013) for which bids were accepted June 27, 2013 increasing the contract \$81,677.00; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order Add Alternate #1, Change Order Add Alternate #1 Letter, Bid Tab, executed Change Order Add Alternate #1

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Change Order for Additive Alternate No. 1 of the Airport Drainage & Safety Area Improvements Part Two project (Project AIP No. 3-28-0031-0020-2013) for which bids were accepted June 27, 2013 increasing the contract \$81,677.00; Authorize Mayor to execute same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0714

Title

Approve Change Order for Additive Alternate No. 1 of the Airport Drainage & Safety Area Improvements Part Two project (Project AIP No. 3-28-0031-0020-2013) for which bids were accepted June 27, 2013 increasing the contract \$81,677.00; Authorize Mayor to execute same.

Summary

Approve Change Order for Additive Alternate No. 1 of the Airport Drainage & Safety Area Improvements Part Two project (Project AIP No. 3-28-0031-0020-2013) for which bids were accepted June 27, 2013 increasing the contract \$81,677.00; Authorize Mayor to execute same.

Budget Information

039551.7295.02

Expenditure Type

FAA Grant 90%

Purchasing Item

Publication Information



Design & Management Professionals

Aviation • Civil Engineering • Education & Development

October 22, 2013

Mr. Bert Kuyrkendall, P.E.
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Hattiesburg Bobby L. Chain Municipal Airport Runway 31 Drainage &
Safety Area Improvements, Part 2
AIP No. 3-28-0031-0020-2013
Contract Change Order

Dear Mr. Kuyrkendall,

This is the Additive Number 1 Change order, which adjusts the contract amount with Simmons Erosion Control to \$701,162.00. This is an increase in the original contract by the amount of \$81,677.00, which was the bid amount for additive alternate number 1 funded by the FAA. Please present this to City Council to authorize execution by the owner.

If you have any questions or concerns, please do not hesitate to call me at (318) 222-8252.

Thank you,

A handwritten signature in black ink, appearing to read "Sandra Davis", is written over a horizontal line.

Sandra Davis, PE
ARE Consultants, Inc.

800 Spring Street, Suite 214 • Shreveport, LA 71101
Post Office 38252 (71133-8252)
Telephone 318-222-8252 • Facsimile 318-222-8251

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements Part 2 - (Simmons Erosion Control Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (06/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Simmons Erosion Control, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$60,665.00	\$60,665.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.50	\$40,500.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$9.50	\$294,500.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$17.00	\$38,505.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$1,524.00	\$15,240.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$27,025.00	\$27,025.00
S004	Adjust Height of Lights	Lump Sum	6	\$700.00	\$4,200.00	\$850.00	\$5,100.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$75.00	\$135,000.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$950.00	\$950.00
Subtotal					\$820,470.00		\$619,485.00
Cost of Wetlands Credits					\$154,500.00		\$154,500.00
Grand Total					\$974,970.00		\$773,985.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Simmons Erosion Control, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$4.50	\$22,500.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$9.50	\$20,900.00
D-705-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$17.00	\$7,395.00
D-705.5.5 (B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$17.00	\$20,910.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$1,524.00	\$4,572.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00
Subtotal					\$117,630.00		\$81,677.00

For Information Only - Contractor did not have specified license

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements - Part 2 (Walters Construction Company, Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (6/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Walters Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$16,415.00	\$16,415.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.00	\$36,000.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$6.75	\$209,250.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$16.20	\$36,693.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$2,075.00	\$20,750.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$26,200.00	\$26,200.00
S004	Adjust Height of Lights	Each	6	\$700.00	\$4,200.00	\$1,845.00	\$11,070.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$14,395.00	\$14,395.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$111.50	\$200,700.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$2,765.00	\$2,765.00
	Subtotal				\$820,470.00		\$574,238.00
	Cost of Wetlands Credits				\$154,500.00		\$154,500.00
	Grand Total				\$974,970.00		\$728,738.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Walters Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$4.50	\$22,500.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$6.75	\$14,850.00
D-705-5.5(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$16.85	\$7,329.75
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$18.90	\$23,247.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$2,175.00	\$6,525.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00
	Subtotal				\$117,630.00		\$80,201.75

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Fairley Construction Services, Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (06/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Fairley Construction Services, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$26,000.00	\$26,000.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.00	\$36,000.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$15.00	\$465,000.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$15.50	\$35,107.50
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$1,800.00	\$18,000.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$125,000.00	\$125,000.00
S004	Adjust Height of Lights	Lump Sum	6	\$700.00	\$4,200.00	\$7,200.00	\$43,200.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$95.00	\$171,000.00
S008	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00
Subtotal					\$820,470.00		\$929,807.50
Cost of Wetlands Credits					\$154,500.00		\$154,500.00
Grand Total					\$974,970.00		\$1,084,307.50

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate		Fairley Construction Services, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$5.00	\$25,000.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$16.00	\$35,200.00
D-705-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$16.00	\$6,960.00
D-705.5.5 (B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$15.00	\$18,450.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$1,800.00	\$5,400.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
Subtotal					\$117,630.00		\$95,510.00



Contract Change Order

Date: October 22, 2013

Project No.: AIP No. 3-28-0031-0020-2013

Project: Hattiesburg-Bobby L. Chain Municipal
Runway 31 Drainage Improvements &
Safety Area Improvements, Part 2

To Contractor: Simmons Erosion Control, Inc.
P.O. Box 206
Lake, MS 39092

Contract Date: August 15, 2013

Change Order Number: No. 1

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
P-152.4.1	Unclassified Excavation 5,000 Cu. Yards @ \$4.50 / Yard		\$22,500.00
P-152.4.2	Embankment in Place 2,200 Cu. Yards @ \$9.50 / Yard		\$20,900.00
D-705-5.1C	6" Poly (Vinyl Chloride) Ribbed Drain Pipe 435 L.F. @ 17.00 / LF		\$7,395.00
D-705-5.1B	6" Underdrain Complete (Including Porous Backfill & Fabric) 1,230 L.F. @ \$17.00 / LF		\$20,910.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching) 3 Acre @ \$1,524.00 / Acre		\$4,572.00
S005	Construction Layout 1 Lump Sum @ \$5,400 / L.S. **Change order is awarded due to additional FAA grant funding.		\$5,400.00
TOTALS		\$0.00	\$81,677.00

Total Decrease Due to this Change Order

\$0.00

Total Increase Due to this Change Order

\$81,677.00

Net x Increase Decrease Contract Amount Due This Change Order

\$81,677.00

Original Contract Amount

\$619,485.00

Net Change from Previous Change Orders

\$0.00

Contract Amount Prior to this Change Order

\$619,485.00

Net x Increase Decrease This Change Order

\$81,677.00

Contract Amount with all Approved Change Orders

\$701,162.00

The time provided for completion in the Contract is x Unchanged Increased Decreased by calendar days.

This document shall become an Amendment to the contract and Special Provisions.

Recommended by: Janet Davis
Engineer ARE Consultants, Inc.

10/22/13

Date

Accepted by: [Signature]
Contractor

10/8/13

Date

Accepted by: [Signature]
Owner

11-05-13

Date

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements Part 2 - (Simmons Erosion Control Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (06/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Simmons Erosion Control, Inc. Unit Price	Simmons Erosion Control, Inc. Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$60,665.00	\$60,665.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.50	\$40,500.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$9.50	\$294,500.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$17.00	\$38,505.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$1,524.00	\$15,240.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$27,025.00	\$27,025.00
S004	Adjust Height of Lights	Lump Sum	6	\$700.00	\$4,200.00	\$850.00	\$5,100.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$75.00	\$135,000.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$950.00	\$950.00
	Subtotal				\$820,470.00		\$619,485.00
	Cost of Wetlands Credits				\$154,500.00		\$154,500.00
	Grand Total				\$974,970.00		\$773,985.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Simmons Erosion Control, Inc. Unit Price	Simmons Erosion Control, Inc. Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$4.50	\$22,500.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$9.50	\$20,900.00
D-705-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$17.00	\$7,395.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$17.00	\$20,910.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$1,524.00	\$4,572.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00
	Subtotal				\$117,630.00		\$81,677.00

For Information Only - Contractor did not have specified license

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements - Part 2 (Walters Construction Company, Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (6/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Walters Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$16,415.00	\$16,415.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.00	\$36,000.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$6.75	\$209,250.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$16.20	\$36,693.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$2,075.00	\$20,750.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$26,200.00	\$26,200.00
S004	Adjust Height of Lights	Each	6	\$700.00	\$4,200.00	\$1,845.00	\$11,070.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$14,395.00	\$14,395.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$111.50	\$200,700.00
I-3.2	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$2,765.00	\$2,765.00
	Subtotal				\$820,470.00		\$574,238.00
	Cost of Wetlands Credits				\$154,500.00		\$154,500.00
	Grand Total				\$974,970.00		\$728,738.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Walters Construction Company, Inc.	
				Unit Price	Total	Unit Price	Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$4.50	\$22,500.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$6.75	\$14,850.00
D-705-5.5(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$16.85	\$7,329.75
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$18.90	\$23,247.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$2,175.00	\$6,525.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00
	Subtotal				\$117,630.00		\$80,201.75

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 31 Drainage Improvements & Safety Area Improvements (Fairley Construction Services, Inc.)
AIP No. 3-28-0031-0020-2013 Bid Tabulation (06/27/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate Unit Price	Engineer's Estimate Total	Fairley Construction Services, Inc. Unit Price	Fairley Construction Services, Inc. Total
P-151	Clearing & Demolition	Lump Sum	1	\$40,000.00	\$40,000.00	\$26,000.00	\$26,000.00
P-152.4.1	Unclassified Excavation	C.Y.	9,000	\$8.00	\$72,000.00	\$4.00	\$36,000.00
P-152.4.2	Embankment In Place	C.Y.	31,000	\$15.00	\$465,000.00	\$15.00	\$465,000.00
D-705-5.5(B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	2,265	\$18.00	\$40,770.00	\$15.50	\$35,107.50
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	10	\$3,000.00	\$30,000.00	\$1,800.00	\$18,000.00
S001	Mobilization	Lump Sum	1	\$45,000.00	\$45,000.00	\$125,000.00	\$125,000.00
S004	Adjust Height of Lights	Lump Sum	6	\$700.00	\$4,200.00	\$7,200.00	\$43,200.00
S005	Construction Layout	Lump Sum	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
S007	Cellular Concrete Block Erosion Control	S.Y.	1,800	\$65.00	\$117,000.00	\$95.00	\$171,000.00
S008	Additional Insurance Premium	Lump Sum	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00
	Subtotal				\$820,470.00		\$929,807.50
	Cost of Wetlands Credits				\$154,500.00		\$154,500.00
	Grand Total				\$974,970.00		\$1,084,307.50

Bid Item Add'l No.	Description	Unit of Measure	Approximate Quantity	Engineer's Estimate Unit Price	Engineer's Estimate Total	Fairley Construction Services, Inc. Unit Price	Fairley Construction Services, Inc. Total
P-152.4.1	Unclassified Excavation	C.Y.	5,000	\$10.00	\$50,000.00	\$5.00	\$25,000.00
P-152.4.2	Embankment In Place	C.Y.	2,200	\$12.00	\$26,400.00	\$16.00	\$35,200.00
D-705-5.1(C)	6" Poly (Vinyl Chloride) Ribbed Drain Pipe	L.F.	435	\$14.00	\$6,090.00	\$16.00	\$6,960.00
D-705.5.5 (B)	6" Underdrain Complete (Including Porous Backfill & Filter Fabric)	L.F.	1,230	\$18.00	\$22,140.00	\$15.00	\$18,450.00
T-901-5.1	Turfing (Seeding, Fertilizing and Mulching)	Acre	3	\$3,000.00	\$9,000.00	\$1,800.00	\$5,400.00
S005	Construction Layout	Lump Sum	1	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
	Subtotal				\$117,630.00		\$95,510.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0703

File ID: 2013-0703

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2013

Brief Title: Housing Repair Grant Award - 136 Ruby Avenue

Final Action: 11/05/2013

Minute Book Number: MB2013-331

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Zepher Means of 136 Ruby Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & Z. Means Agreement
10.28.13, Grant Agreement - Z. Means (\$10K-)
10.28.13, executed COHCD Contractor & Z. Means
Agreement 10.28.13, executed Grant Agreement - Z.
Means (\$10K-) 10.28.13

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Zepher Means of 136 Ruby Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2013-0703

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Zepher Means of 136 Ruby Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

Contractor & Owner Agreement

THIS AGREEMENT, made the 5th day of November, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Zepher Means of 136 Ruby Avenue, Hereinafter called Owner, and Pine Belt Community Services, with its principal place of business located at 1101 North Main Street, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 136 Ruby Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 136 Ruby Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

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

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within thirty (30) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds thirty (30) days.**

The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand eight hundred sixty dollars and 00/100 (\$9,860.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

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

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to 136 Ruby Avenue for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

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

Zepher Means, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: November 5, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

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

General Terms and Conditions

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

By my signature below I, Zepher Means of 136 Ruby Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2013.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD

The Homeowner(s), Zepher Means of 136 Ruby Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 5th day of November, 2013.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: November 5, 2013

Date: _____

Attest: _____
City Clerk

Attest: _____

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

Contractor & Owner Agreement

THIS AGREEMENT, made the 5th day of November, 2013 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Zepher Means of 136 Ruby Avenue, Hereinafter called Owner, and Pine Belt Community Services, with its principal place of business located at 1101 North Main Street, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 136 Ruby Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 136 Ruby Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

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

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within thirty (30) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds thirty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand eight hundred sixty dollars and 00/100 (\$9,860.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

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

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

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to 136 Ruby Avenue for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 12th day of December, 2013.

Zepher Means 12-12-13
Zepher Means, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Mayor

Date: November 5, 2013

Contractor

By: Kenneth E. [Signature]

Date: 12-12-13

Attest: Connie Everett (DC)
City Clerk

Attest: [Signature]

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

General Terms and Conditions

1. 2.1m. I certify that I currently live in and own the home for which I am accepting repair assistance.
2. 2.1m. I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. 2.m. I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. 2.m. I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. 2.m. I understand that I will not be able to remove any of my things out of storage prior to move back.
6. 2.m. I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. 2.m. I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. 2.m. I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. 2.m. I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. 2.m. I hereby agree to occupy the home to be rehabilitated for a period of not less than three (3) years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. 2.m. I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the three (3) year affordability period.
12. 2.m. I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the three (3) year affordability period.
13. 2.m. I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. 2.m. I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. 2.m. I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Zepher Means of 136 Ruby Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 12th day of December, 2013.

Zepher Means
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Zepher Means of 136 Ruby Avenue, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 5th day of November, 2013.

City of Hattiesburg, Mississippi
By: John L. DuPre, Mayor

Contractor
By: Anthony Foley

Date: November 5, 2013

Date: 12/12/13

Attest: Cornie Ewertt (sc)
City Clerk

Attest: [Signature]



City of Hattiesburg, MS

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

Master

File Number: 2013-0716

File ID: 2013-0716

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Acknowledge receipt of Oder from Public Service Commission.

Final Action:

Minute Book Number: MB2013-332

Title:

Acknowledge receipt of Order from the Mississippi Public Service Commission approving the sale and transfer of the Certificate of Public Convenience and Necessity and certain assets from Total Environmental Solutions, Inc. to Bent Creek Utility, Inc. to provide sewer service in a specified area of Lamar County, as further described in the attached order.

Notes: The sewer service area addressed in this order is not discharged to the city.

Sponsors:

Enactment Date:

Attachments: Bent Creek Utility Order

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Acknowledge receipt of Order from the Mississippi Public Service Commission approving the sale and transfer of the Certificate of Public Convenience and Necessity and certain assets from Total Environmental Solutions, Inc. to Bent Creek Utility, Inc. to provide sewer service in a specified area of Lamar County, as further described in the attached order.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0716

Title

Acknowledge receipt of Order from the Mississippi Public Service Commission approving the sale and transfer of the Certificate of Public Convenience and Necessity and certain assets from Total Environmental Solutions, Inc. to Bent Creek Utility, Inc. to provide sewer service in a specified area of Lamar County, as further described in the attached order.

Summary

Acknowledge receipt of Order from the Mississippi Public Service Commission approving the sale and transfer of the Certificate of Public Convenience and Necessity and certain assets from Total Environmental Solutions, Inc. to Bent Creek Utility, Inc. to provide sewer service in a specified area of Lamar County, as further described in the attached order.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**BEFORE THE PUBLIC SERVICE COMMISSION
OF
THE STATE OF MISSISSIPPI**

BENT CREEK UTILITY, INC.
SC020201400

DOCKET NUMBER: 2013-UA-114

IN RE: JOINT APPLICATION OF TOTAL ENVIRONMENTAL SOLUTIONS, INC.,
AND BENT CREEK UTILITY, INC., SEEKING APPROVAL OF THE SALE
AND TRANSFER OF CERTAIN ASSETS AND CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY FOR A SEWER SYSTEM HELD BY
TOTAL ENVIRONMENTAL SOLUTIONS, INC.

ORDER APPROVING SALE AND TRANSFER

THIS DAY, there came on for consideration before the Mississippi Public Service Commission ("the Commission"), the Joint Petition of Total Environmental Solutions, Inc., ("TESI") and Bent Creek Utility, Inc., ("Bent Creek") (collectively "Joint Petitioners") seeking approval of the sale and transfer of the Certificate of Public Convenience and Necessity ("Certificate") and certain assets held by TESI to Bent Creek for the provision of sewer service in a specified area of Lamar County, Mississippi. The Commission has jurisdiction over the Joint Petitioners and subject matter and, being fully apprised in the premises and having considered the documents and record before it, as well as having the recommendation of the Public Utilities Staff, finds as follows:

1.

TESI received from the Commission in Docket 2000-UA-660 a Certificate to construct, operate and maintain a sewer system in specified areas of Lamar County, Mississippi. A portion of the areas certificated in Docket 2000-UA-660 is being transferred herein and is known as the Oak Grove Utility system, which is located in Lamar County, Mississippi. The Oak Grove Utility system was formerly certificated to Oak Grove Utility, Inc., in Docket 1988-UA-5286 and

fully described therein. The Commission incorporates herein by reference and makes its Final Orders issued in Dockets 2000-UA-660 and 1988-UA-5286 a part hereof, as though fully written herein.

2.

Bent Creek is a corporation duly formed, organized and existing by virtue of the laws of the State of Mississippi. Bent Creek holds numerous Certificates issued by the Commission and operates as a public utility in its provision of sewer service to the public for compensation in its certificated areas.

3.

The Commission, in accordance with Miss. Code Ann. §77-3-23, is required in a sale and transfer proceeding to publish notice in a newspaper having general circulation in the county or counties wherein the facilities or areas that are the subject of the Joint Petition are located. Publication of the filing was made in *The Lamar Times*, with a publication date of May 23, 2013, and in *The Petal News*, with a publication date of May 23, 2013. In addition to the published notice, all interested parties, as identified in the Joint Petition, were provided notice of the filing. Also, existing sewer customers served by TESI were notified of the filing of the Joint Petition. No objections or protests to the Joint Petition and no interventions have been made in this Docket.

4.

Pursuant to a Purchase and Sales Agreement (“the Agreement”) filed in this Docket as Exhibit “D”, TESI agreed to convey to Bent Creek all of its interest to its Certificate and certain assets, as described therein, related to the provision of sewer service.

5.

We find that the parties have not requested an acquisition adjustment due to the proposed sale and transfer transaction. Therefore, the Commission finds that no acquisition adjustment shall be granted to Bent Creek, now or at any future time.

6.

Bent Creek is willing, fit and able to properly perform the services authorized by the Certificate at issue herein, will comply with the lawful rules, regulations and requirements of the Commission and intends to furnish sewer service to all persons within the certificated area impacted herein.

7.

The proposed transaction is made in good faith and is consistent with the public interest. Moreover, the present and future public convenience and necessity justifies and requires the sale and transfer from TESI to Bent Creek, as described herein.

8.

We previously authorized TESI to provide sewer service to two schools: 1) Oak Grove Middle School and 2) Oak Grove Primary School. This authority was granted pursuant to RP7, Section 101.2, of our *Public Utilities Rules of Practice and Procedure*. The Commission hereby grants to Bent Creek the authority to serve these two Schools pursuant to RP7, *supra*.

9.

Bent Creek is authorized to utilize the tariff on file for TESI for the classes of customers specified therein until Bent Creek files a Notice of Intent to modify such rates, charges and provisions contained in said tariff. We find that the current tariff for TESI does not have approved rates and charges applicable to sewer service to schools. Therefore, prior to assessing

either school any rates or charges, Bent Creek must file a Notice of Intent seeking approval of rates and charges for each school, identified herein.

10.

This Order is conditioned upon the parties actually closing the transaction at issue herein in accordance with the terms and conditions expressed in the Agreement. The Joint Petitioners shall immediately file with the Commission, upon closing the sale and transfer transaction discussed herein, verification of the date of closing and that the terms and conditions of the Agreement have been fully satisfied. A failure by the parties to obtain said closing and to file proper verification with the Commission shall render this Order null and void without further action by the Commission. In such event, the Certificate and assets at issue shall revert back to TESI, who will then be the entity responsible for operating as the public utility that provides sewer service to the certificated area at issue herein and the two (2) schools, identified herein.

IT IS, THEREFORE, ORDERED that:

1.

The sale and transfer, as set out in the Joint Petition, whereby Bent Creek will acquire the Certificate held by TESI and certain assets used to provide sewer service in the certificated area, is hereby authorized and approved, subject to the condition described herein.

2.

Bent Creek is authorized to provide sewer service to the two (2) schools identified in this Order, subject to the condition described herein.

3.

Bent Creek shall file a Notice of Intent with the Commission to establish rates and charges

for the provision of sewer service to the Lamar County Schools, discussed herein, prior to assessing either any rates or charges.

4.

This Order is conditioned upon the Joint Petitioners actually closing the transaction at issue herein in accordance with the terms and conditions expressed in the Agreement. The Joint Petitioners shall immediately file with the Commission, upon closing the sale and transfer transaction discussed herein, verification of the date of closing and that the terms and conditions of the Agreement have been fully satisfied. A failure by the parties to obtain said closing and to file proper verification with the Commission shall render this Order null and void without further action by the Commission. In such event, the Certificate, assets and authority of the Commission allowing Bent Creek to serve the two Lamar County Schools, as identified in this Order, shall revert back to TESI, who will then be the entity responsible for operating as the public utility that provides sewer service to the certificated area, at issue herein, and to the two (2) Lamar County Schools, fully described herein.

5.

No acquisition adjustment is granted to Bent Creek, now or at any future time, due to the transaction discussed herein.

6.

The Executive Secretary for the Commission is directed, upon receiving the proper verification, as discussed herein, to remove TESI from the Commission's Utility Database for active sewer public utilities.

7.

This Order shall be deemed issued on the date it is served upon the parties herein by the

Executive Secretary of the Commission who shall note the service date in the file of this Docket.

Chairman Lynn Posey voted Aye; Vice Chairman R. Stephen Renfroe voted Aye; and Commissioner Brandon Presley voted Aye.

DATED this the 15th day of October 2013.

MISSISSIPPI PUBLIC SERVICE COMMISSION



LYNN POSEY, CHAIRMAN

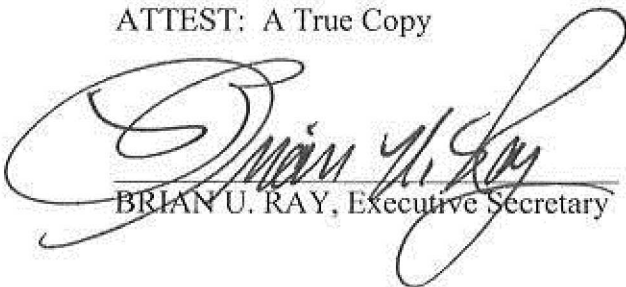


R. STEPHEN RENFROE, VICE CHAIRMAN



BRANDON PRESLEY, COMMISSIONER

ATTEST: A True Copy



BRIAN U. RAY, Executive Secretary



City of Hattiesburg, MS

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

Master

File Number: 2013-0709

File ID: 2013-0709

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Adobe Form Central On line Forms

Final Action:

Minute Book Number: MB2013-332

Title:

Approve One Year agreements (2) with Adobe Form Central. For online processing of Job Applications and other Forms, at a cost of 11.99 monthly each or 143.99 Yearly each.

Notes: One is for Human Resources for on line Job applications due to sensitive information. One for other city departments.

Sponsors:

Enactment Date:

Attachments: AdobeFormCentralFeatures.pdf

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/05/2013					

Text of Legislative File 2013-0709

Title

Approve One Year agreements (2) with Adobe Form Central. For online processing of Job Applications and other Forms, at a cost of 11.99 monthly each or 143.99 Yearly each.

Purchasing Item

Regular Purchase



[Features](#)

[Templates](#)

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results in real time

Convert existing paper or
electronic documents
into forms

Import your existing PDF
forms into FormsCentral

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[English US \(Change\)](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0697

File ID: 2013-0697

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/21/2013

Brief Title: IBM Contract for 2013

Final Action:

Minute Book Number: MB2013-332

Title: Authorize Mayor to excute a one year contract 01/01/14 through 12/31/14 with IBM for City Hall AS400's hardware and software for \$8,174.19.

Notes:

Sponsors:

Enactment Date:

Attachments: ibm2013maintance.PDF, executed
ibm2013maintance

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0697

Title

Authorize Mayor to excute a one year contract 01/01/14 through 12/31/14 with IBM for City Hall AS400's hardware and software for \$8,174.19.

Summary

Budget Information

001091.6365

Expenditure Type

Maintenance

Purchasing Item

Regular Purchase



Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CITY OF HATTIESBURG
CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401-3451

Customer Billing Address:

CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898

Master Services Attachment Number: MAT52B9

Statement of Work Number: AT52B9

Change Authorization Number:

Customer Number: 04177557

* Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Schedule Number:

Revised Schedule:

Schedule Effective Date:

Proposal Reference Date:

AT52B9

No

05/21/2007

Transaction Contract Period:

Start Date:

End Date:

Renewal Contract Period:

05/01/2013
04/30/2016
3 Year(s)

Charge Period:

Start Date:

End Date:

4,446.48
3,727.71
01/01/2014
12/31/2014

* TOTAL CHARGE PERIOD CHARGES:

Annually

8,174.19

¹ Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies:

Machine Maintenance Services Option #1: Y

Software Services Option #2: Y

Price Protection Option: Opt#1 Annual Price Protection

Pricing Method: Line Item

Type of Discount(s) Applied: Term Incentive

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

CITY OF HATTIESBURG

Agreed to:

International Business Machines Corporation

By: _____ Authorized signature

By: _____ Authorized signature

Name (type or print): _____

Name (type or print): _____

Date: _____

Date: _____



Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ⁴
04177557	CITY OF HATTIESBURG	200 FORREST ST, CITY OF HATTIESBURG, HATTIESBURG MS 39401-3451	8,174.19
Total			8,174.19

Note: One Time Charges are not included in the Total



Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty.	Type of Svc ²	Maint. Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop ⁵
Specified Location: 04177557 City, State: HATTIESBURG MS 39401-3451												
IBM	9406	520		0000B29EC		ESERVER I5	1	B	1	4,446.48		
Subtotal Without MES											4,446.48	
Subtotal With MES											4,446.48	
Total Charge Period Charges for Maintenance Machine List Without MES											\$4,446.48	
Total Charge Period Charges for Maintenance Machine List With MES											\$4,446.48	

See Legend for Details



Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
Customer Primary Technical Contact name :
Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/ Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start ³	Charges Stop ³
Specified Location: 04177557 City, State: HATTIESBURG MS 39401-3451									

SWMA FOR i5OS PER PROCESSOR

3,727.71

SUBSCRIPTION
SUPPORT
P10
CHARGEABLE PROCESSORS
FULL SHIFT

9406 520 0000B29EC

1

Subtotal

3,727.71

Total Charge Period Charges for Services List

\$ 3,727.71

Note: One Time Charges are not included in these totals.
See Legend for Details



Schedule for ServiceElite

Legends:

¹Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

IBM Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CITY OF HATTIESBURG
CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401-3451

Customer Billing Address:

CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898

Master Services Attachment Number: MAT52B9
Statement of Work Number: AT52B9
Change Authorization Number:
Customer Number: 04177557

Schedule Number: AT52B9
Revised Schedule: No
Schedule Effective Date: 05/21/2007
Proposal Reference Date:

Transaction Contract Period:
Start Date: 05/01/2013
End Date: 04/30/2016
Renewal Contract Period: 3 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 4,446.48
Service Charges: 3,727.71
TOTAL CHARGE PERIOD CHARGES: 8,174.19
Annually

Charge Period:
Start Date: 01/01/2014
End Date: 12/31/2014

¹ Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies:
Machine Maintenance Services Option #1: Y
Software Services Option #2: Y

Price Protection Option: Opt#1 Annual Price Protection
Pricing Method: Line Item

Type of Discount(s) Applied: Term Incentive

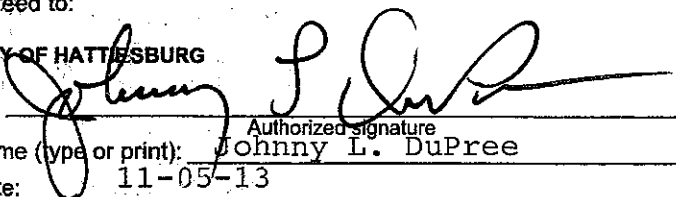
* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

CITY OF HATTIESBURG

By: 

Authorized signature

Name (type or print): Johnny L. DuPre

Date: 11-05-13

Agreed to:

International Business Machines Corporation

By: _____

Authorized signature

Name (type or print): _____

Date: _____

IBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ⁴
04177557	CITY OF HATTIESBURG	200 FORREST ST, CITY OF HATTIESBURG, HATTIESBURG MS 39401-3451	8,174.19
Total			8,174.19

Note: One Time Charges are not included in the Total

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty.	Type of Svc ²	Maint. Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop ⁶
Specified Location: 04177557 City, State: HATTIESBURG MS 39401-3451												
IBM	9406	520		0000B29EC		ESERVER I5	1	B	1	4,446.48		
Subtotal Without MES										4,446.48		
Subtotal With MES										4,446.48		
Total Charge Period Charges for Maintenance Machine List Without MES										\$4,446.48		
Total Charge Period Charges for Maintenance Machine List With MES										\$4,446.48		

See Legend for Details

IBM Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/ Order Number	Support Service	Product Group / Service Option	Qty.	Charges ⁴	Services Start	Charges Start ⁵	Charges Stop ⁵
------	-------	----------------------	-----------------	--------------------------------	------	----------------------	----------------	----------------------------	---------------------------

Specified Location: 04177557

City, State: HATTIESBURG MS 39401-3451

SWMA FOR I50S PER PROCESSOR

3,727.71

SUBSCRIPTION
 SUPPORT
 P10
 CHARGEABLE PROCESSORS
 FULL SHIFT

9406 520 0000B29EC

1

Subtotal

3,727.71

Total Charge Period Charges for Services List

\$ 3,727.71

Note: One Time Charges are not included in these totals.
 See Legend for Details

IBM Schedule for ServiceElite

Legends:

¹ Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

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- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
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This type of repair Service includes a response objective and is not a guarantee.
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³ MAINTENANCE SERVICES

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- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
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- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
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- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

⁵ Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



City of Hattiesburg, MS

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

Master

File Number: 2013-0706

File ID: 2013-0706

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Acknowledge receipt of the two bid purchase docket for the period of October 1, 2013 through October 28, 2013

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge receipt of the two bid purchase docket for the period of October 1, 2013 through October 28, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 11-05-Two Quote Docket

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0706

Title

Acknowledge receipt of the two bid purchase docket for the period of October 1, 2013 through October 28, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the two bid purchase docket for the period of October 1, 2013 through October 28, 2013



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: October 29, 2013

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of October 1, 2013, through October 28, 2013 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
ADAPCO INC	10/03/13	10/03/13	10,440.00	137059	MOSQUITO CHEMICALS TO BE USED WITHIN THE CI
GIL MFG INC	10/03/13	10/03/13	10,649.70		
IREY, STUART C CO	10/09/13	10/09/13	43,120.90	137240	DOWNTOWN ST. LIGHTS
SHAMROCK ELECTRIC	10/09/13	10/09/13	45,130.00		
ASTRONICS DME CORP	10/16/13	10/16/13	36,481.95	137503	BOBBB L. CHAIN AIRPORT RUNWAY LIGHT MATS
AIRFIELD MAT SYSTEMS, INC	10/16/13	10/16/13	45,577.32		
B W I	10/24/13	10/24/13	12,062.25	137696	RYE GRASS SEED FOR USE ON ALL BALLFIELDS
AGRI-AFC LLC	10/24/13	10/24/13	15,705.00		

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/03/13
PO No. - 137059
Req No. - 1992

VENDOR MAILING:
ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

PERKINS, SANDE NOEL
MINUTE BOOK # PENDING
VENDOR # 90012703

(601) 5454648

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MOSQUITO CHEMICALS TO BE USED WITHIN THE CITY

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.5130	INSECTICIDE AQUA-PURSUIT- 30GALLON DRUMS	3.00	EA	3,480.0000	10,440.00

SEND METHOD 1 (866)3309888



TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,440.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

Oct 01 13 11:17a

E.Sanabria

4073286537

p.3

43530

ADAPCO INC.
550 AERO LN
SANTOYO BL 32771-6342

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 S FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 9/30/13
Date 1992 00
Order Number

PRINTED NAME ADAPCO, Inc Tom Wells

Phone Number . . 601 5454512

SIGNATURE

DATE 10/1/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOSQUITO CHEMICALS TO BE USED WITHIN THE CITY

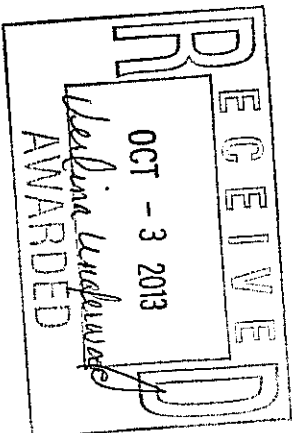
ITEM DESCRIPTION

INSECTICIDE
AQUA-PRESSURT- 30GAL.DRY DRUMS

Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
09/28/13	3.00	EA	\$3,480.00/ea	\$10,440.00	2 days ARO	12/31/13

TOTAL BID PRICE \$10,440.00

[Handwritten Signature]



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

GIL MFG. INC
PO BOX 242725
MONTGOMERY AL 36124-2725

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 9/30/13
Date 1992
Order Number 00

PRINTED NAME Gil Mfg. Inc

Phone Number . . . 601 5454512

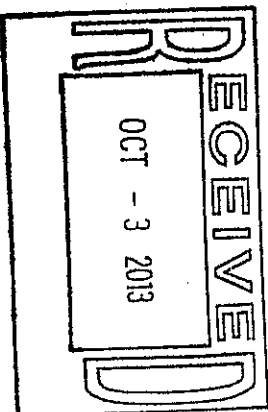
SIGNATURE Kenneth A. Bly DATE 10/1/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOSQUITO CHEMICALS TO BE USED WITHIN THE CITY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSECTICIDE AQUA-FURSUIT- 30GALLON DRUMS	09/28/13	3.00	EA	\$3549.96	\$10649.70	10/4/13	10/1/14

TOTAL BID PRICE \$10649.70



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 10/09/13
PO No. 137240
Req No. 1994

VENDOR MAILING:
STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

PONDER, MATTIE
MINUTE BOOK # pending
VENDOR # 90001647

(601) 5454626

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DOWNTOWN ST. LIGHTS

SEND METHOD 1 (601)5453178

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5991.02	TORK 3002 SPST 277V WP PHOTOCONTROL	10.00	EA	12.0900	120.90
001207.5991.02	78882 SYL LED70 RETROFIT/750/TSM/D6 HP KIT	82.00	EA	430.0000	35,260.00
001207.5991.02	78203 SYL LED70 RETROFIT/750/TSM/D6 KIT	18.00	EA	430.0000	7,740.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

43,120.90

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

From: Irby Electrical Distributors

6015448410

10/08/2013 09:09

#791 P.001/001

DLI-VI-2013(MON) 07:06

P. 003/003

43530

STUART C IRBY CO
1514 W PINE ST
HATTIESBURG MS 39401-6338

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Quote No. : : : 10/07/13
Date : : : 1994 02
Order Number : : :
CITY OF HATTIESBURG
Purchasing Division
221 W FRONT ST. 2ND FLOOR
HATTIESBURG MS 39401

Phone Number : 601 6454512

PRINTED NAME Tammy Sledge
SIGNATURE Tammy Sledge DATE 10-7-13

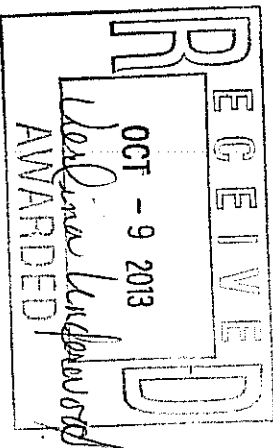
PROJECT LINE: DOWNDOWN ST. LIGHTS

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TOPK 1000 SPST 277V W/ PHOTOCONTROL	10/03/13	10.00	EA	12.09	120.90	10-27-13	11-27-13
78882 SYL LED70 KIT KIT17750/TBW/DG HP KIT	10/03/13	82.00	EA	430.00	35260.00	11-7-13	11-27-13
78209 SYL LED70 KIT KIT17750/TBW/DG KIT	10/03/13	18.00	EA	430.00	7740.00	11-7-13	11-27-13

TOTAL BID PRICE 43120.90

Shannon Shoemaker



43530

P. 003/003

SHARROCK ELECTRIC
1215 SUNSET DRIVE
GRENADA MS 38901-4025

CITY OF HATTIESBURG QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/07/13
Order Number 1994 03

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

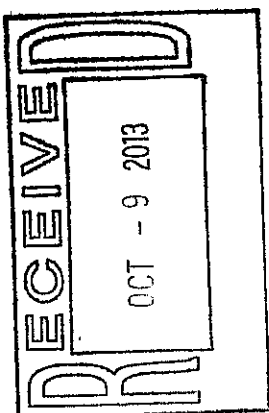
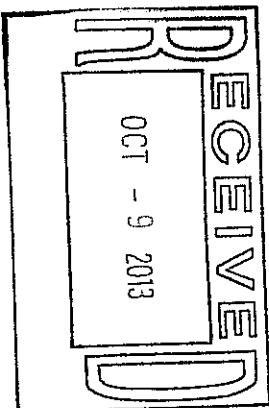
Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DOWNTOWN ST. LIGHTS

PRINTED NAME Deke Brown DATE Oct 8, 2013
SIGNATURE Deke Brown

ITEM DESCRIPTION	Request Date	QTY	LN	Unit Price	Extended Cost	Delivery Date	Expired Date
73882 SYL LED70 RETROFIT/750/T3M/D6 HP KIT	10/03/13	82.00	EA	450.00	36,900	1 week AEO	11-8-13
78203 SYL LED70 RETROFIT/750/T3M/D6 KIT	10/03/13	18.00	EA	450.00	8,100	1 week AEO	11-8-13

TOTAL BID PRICE 45,130.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 10/16/13
PO No. 137503
Req No. 1997

VENDOR MAILING:
ASTRONICS DME CORP
6830 NW 16TH TERRACE
FT LAUDERDALE FL 33307-1518

PONDER, MATTIE (601) 5454626
VENDOR # 00094346

SHIP TO :
CITY OF HATTIESBURG
AIRPORT MAINTENANCE
BOBBY L CHAIN MUNICIPAL AIRPORT
47 ACADEMY DRIVE
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: BOBBY L. CHAIN AIRPORT RUNWAY LIGHT MATS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001551.7295	48"X84" FOOTBALL MAT WITH 18" INSERT AND ANCHORS # FM-1-8WI-18	141.00	EA	172.9500	24,385.95
001551.7295	48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS #FM-1-8WI	72.00	EA	168.0000	12,096.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

36,481.95

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4886.

OCT-16-2013(WED) 10:07

OCT. 9. 2013 11:48AM

ASTRONICS DME CORPORATION

NO. 9212 P. 1

45530

ASTRONICS DME CORP
6850 NW 16TH TERRACE
FT LAUDERDALE FL 33307-15

QUOTE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
2ND & FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 6454513

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME: Gary Shapiro
SIGNATURE: *[Signature]*
DATE: 10/14/13

PROJECT LINE: BOBBY L. CHAIN AIRPORT RUNWAY LIGHT MATS

ITEM DESCRIPTION

Request Date

QTY

LM

Unit Price

Extended Cost

Delivery Date

Expired Date

48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS
ITEM-1-BW1-18

10/08/13

72.00

EA

\$168.00

\$12,096.00

4 weeks

30 days

48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS
ITEM-1-BW1

10/08/13

141.00

EA

\$172.95

\$24,385.95

4 weeks

30 days

FOOTBALL MATS
48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS
ITEM-1-BW1-18

10/08/13

72.00

EA

\$168.00

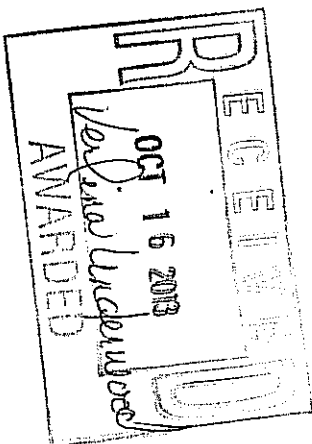
\$12,096.00

4 weeks

30 days

TOTAL BID PRICE \$72,963.90

36,481.95



[Handwritten signature]

43530

AIRFIELD MAT SYSTEMS, INC
7396 SEVILINE DR
DELRAY BEACH FL 33446-2221

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 10/09/13
Date - - - - - 1997
Order Number 00

PRINTED NAME Stephen J. Byers

Phone Number . . 601 5454512

SIGNATURE Stephen J. Byers DATE 10/10/13

Shipping terms are F.O.B. destination, freight prepaid

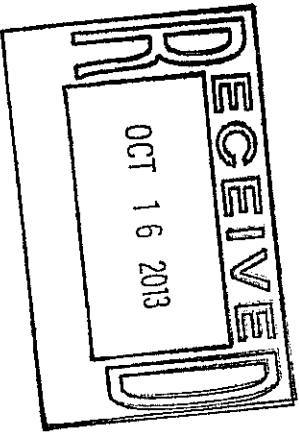
about
30 Days

PROJECT LINE: BOBBE L. CHAIN AIRPORT RUNWAY LIGHT MATS

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
48"X84" FOOTBALL MAT WITH 18" INSERT AND ANCHORS # FM-1-SWT-18	10/08/13	141.00	EA	216.52	30,526.52	11/27/13	12/31/13
48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS #FM-1-SWT	10/08/13	72.00	EA	209.00	15,048.00	11/15/13	12/31/13
FOOTBALL MATS 48"X84" FOOTBALL MAT WITH 18" INSERT AND ANCHORS # FM-1-SWT-18	10/08/13	141.00	EA	216.52	30,526.52	11/15/13	12/31/13
FOOTBALL MATS 48" X 84" FOOTBALL MAT WITH 12" INSERT AND ANCHORS #FM-1-SWT	10/08/13	72.00	EA	209.00	15,048.00	11/15/13	12/31/13

TOTAL BID PRICE 91,149.00

45,574.50



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 10/24/13
PO No. 137696
Req No. 1998

VENDOR MAILING:
B W I - JACKSON
PO BOX 1175
CLINTON MS 39060-1175

JONES, ANN
MINUTE BOOK # pending
VENDOR # 90058234

(601) 5454661

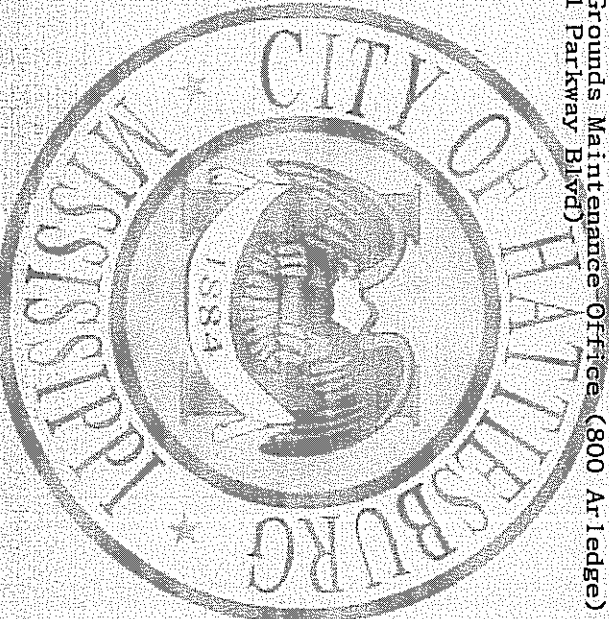
SHIP TO :
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
800 ARLEDGE STREET
HATTIESBURG MS 39401

PROJECT LINE: RYE GRASS SEED FOR USE ON ALL BALLFIELDS

PROCESSING CODE:

SEND METHOD 1 (601)9228634

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.5440	NUSPRINT TURF TYPE Annual Rye Grass Seed-50lb Bags	269.00	EA	32.7500	8,809.75
002300.5440	GULF ANNUAL RYE Grass Seed-50lb Bags	150.00	EA	21.3500	3,202.50
002300.5440	DELIVERY-WILL BE Split Between Grounds Maintenance Office (800 Arledge) and Tatum Park (101 Parkway Blvd)	1.00	EA	50.0000	50.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

12,062.25

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

OCT-23-2013(WED) 06:54

OCT-17-2013(THU) 07:40

P.003/003

43530

B.F. JACSON
PO BOX 1178
CLINTON MS 39060-1178

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

CITY OF HATTIESBURG
PURCHASING DIVISION
230 W FRONT ST. 2ND FLOOR
PO BOX 1098
HATTIESBURG MS 39401

Page No. 10/10/13
Date 10/10/13
Order Number 1578 00

Phone Number 601 5484512

PRINTED NAME Cody L Jackson
SIGNATURE Cody L. Jackson DATE 10/18/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RYG GRASS SEED FOR USE ON ALL BALLFIELDS

ITEM DESCRIPTION

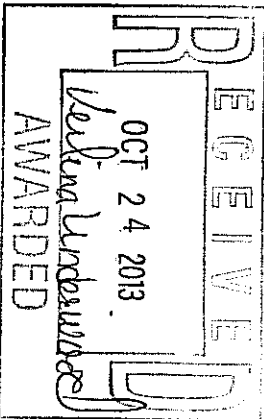
NOERING TURF TYPE Seed-50lb Bags
Annual Ryegrass

GRASS ANNUAL, RYG
Grass Seed-50lb Bags

DELIVERY WILL BE
Spill Reclaim Grounds Maintenance Office (600 Ardmore) and
Tennis Park (101 Parkway Blvd) 10/09/13

Request Date	QTY	EA	Unit Price	Extended Cost	Delivery Date	Expired Date
10/09/13	269.00	EA	32.75	8804.75	11/18/13	
10/09/13	150.00	EA	21.35	3202.50	11/18/13	
	1.00	EA	50.00	50.00	11/18/13	

TOTAL BID PRICE 12,061.25



[Signature]
10/23/13

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

AGRI-ARC LLC
203 WISTERIA DR
HATTIESBURG MS 39401-7839

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1893
HATTIESBURG MS 39401

Page No.
Date 10/10/13
Order Number 1598 00

Phone Number . . 601 5454512

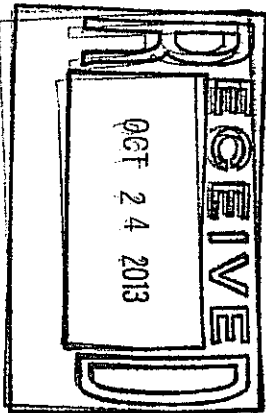
PRINTED NAME Bob Ellison
SIGNATURE [Signature] DATE 10/10/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RYE GRASS SEED FOR USE ON ALL BALLFIELDS

ITEM DESCRIPTION		Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
NUSW/INT TURF TYPE Annual Rye Grass Seed-50lb Bags		10/09/13	269.00	EA	\$45	\$12,105.00	10/24/13	10/31/13
GULF ANNUAL RYE Grass Seed-50lb Bags		10/09/13	150.00	EA	\$24	\$3,600.00	10/24/13	10/31/13
DELIVERY-FILL BE Split Between Grounds Maintenance Office (800 Arledge) and Latona Park (101 Parkway Blvd)		10/09/13	1.00	EA				

TOTAL BID PRICE \$15,705.00





City of Hattiesburg, MS

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

Master

File Number: 2013-0678

File ID: 2013-0678

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 10/15/2013

Brief Title: Memo Correcting 9/16/2013 Public Hearing.

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge Receipt of Memo Correcting Proceedings of Public Hearing of September 16, 2013 found in Minute Book 2013, Pages 277-282.

Notes:

Sponsors:

Enactment Date:

Attachments: 11-5-13 Memo

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/05/2013					

Text of Legislative File 2013-0678

Title

Acknowledge Receipt of Memo Correcting Proceedings of Public Hearing of September 16, 2013 found in Minute Book 2013, Pages 277-282.

Summary

Memo Correcting 9/16/2013 Public Hearing.

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: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 22, 2013

RE: Correction of Public Hearing (September 16, 2013)

The September 16, 2013 Public Hearing should have included a memo requesting the dismissal of Items Number 12 – 32, as the properties listed were State of Mississippi owned vacant lots for which the City of Hattiesburg does not seek Council Resolution; responsibility for the maintenance of such properties is assumed by the municipality.

Please accept this memo as correction of the record.

Case:	Address:	Parcel Number:	Violation(s):	Ward:
12.	711 Lincoln St.	44-656-5-7	OGL, T&L	2
13.	722 Atlanta St.	34-992-12-7	OGL, T&L	2
14.	300 W. 5 th St.	27-736-1-1	OGL, T&L	2
15.	805 Dabbs St.	39-812-6-3	OGL, T&L	2
16.	105 Harrell St.	30-638-1-5	OGL, T&L	5
17.	1203 E. Laurel Ave.	43-624-9-3	OGL, T&L	2
18.	713 Walnut St.	39-844-1-6	OGL, T&L	2
19.	1217 McInnis Ave.	43-624-4-5	OGL, T&L	2
20.	E. Laurel Ave.	43-624-9-14	OGL, T&L	2
21.	1205 E. Laurel Ave.	43-624-9-1	OGL, T&L	2
22.	E. Laurel Ave.	43-624-5-9	OGL, T&L	2
23.	Gamble St.	19-572-1-9	OGL, T&L	2
24.	707 Lincoln St.	44-656-5-9	OGL, T&L	2
25.	709 Lincoln St.	44-656-5-8	OGL, T&L	2
26.	1403 Elizabeth Ave.	43-696-10-3	OGL, T&L	2
27.	720 Lincoln St.	44-656-4-22	OGL, T&L	2
28.	1208 Scott St.	33-4-7-9	OGL, T&L	2
29.	402 W. 4 th St.	28-560-3-1	OGL, T&L	2
30.	111 Kamper St.	35-292-10-4	OGL, T&L	2
31.	109 Kamper St.	35-292-10-5	OGL, T&L	2
32.	107 Kamper St.	35-292-10-6	OGL, T&L	2



City of Hattiesburg, MS

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

Master

File Number: 2013-0682

File ID: 2013-0682

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/15/2013

Brief Title: 10-22-13 Memo correcting 9/17/2013 Case Numbers

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge Receipt of Memo correcting the Case Numbers of resolutions on unsafe properties adopted September 17, 2013 at Minute Book 2013, Page 288.

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM Correcting Resolutions Adopted

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0682

Title

Acknowledge Receipt of Memo correcting the Case Numbers of resolutions on unsafe properties adopted September 17, 2013 at Minute Book 2013, Page 288.

Summary

10-22-13 Memo correcting 9/17/2013 Case Numbers

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: November 5, 2013

RE: Memo Correcting Property Case Numbers, 9/16/13 Public Hearing

This memo corrects case numbers of properties for which resolutions were adopted September 17, 2013.

Case:	Address:	Parcel:	Violations:	Ward:
1.	814 Buschman St.	35-292-33-5	AB, DB, OGL, T&L	2
2.	606 Memphis St.	34-444-41-3	AB, DB, OGL, T&L	2
3.	1401 Kinnard St.	33-960-1-6	AB, DB, OGL, T&L	2
4.	1100 Cedar St.	40-88-2-5	AB, DB, OGL, T&L	2
6.	112 Edna St.	35-620-4-9	AB, DB, OGL, T&L	2
7.	1009 John St.	39-92-10-9	AB, DB, OGL, T&L	2
8.	411 Clark St.	26-568-1-28	AB, DB, OGL, T&L	2
9.	Short 9 th St.	34-292-28-32	AB, DB, T&L	2
11.	414 W. 4 th St.	28-560-3-4	AB, DB, OGL, T&L	2
12.	110 Julian St.	33-204-1-4	DB, OGL	2
13.	1004 Southern Ave.	38-424-1-17	AB, DB, OGL, T&L	2



City of Hattiesburg, MS

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

Master

File Number: 2013-0700

File ID: 2013-0700

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2013

Brief Title: Homeland Security Grant Award 2013

Final Action:

Minute Book Number: MB2013-333

Title: Acknowledge receipt of State Homeland Security Grant Program Award. Grant No M11HS205T in the amount of \$10,080.00; authorize acceptance and execution of Grant recipient Agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: receipt of State Homeland Security Grant Program Award, executed receipt of State Homeland Security Grant Program Award

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	11/05/2013					

Text of Legislative File 2013-0700

Title

Acknowledge receipt of State Homeland Security Grant Program Award. Grant No M11HS205T in the amount of \$10,080.00; authorize acceptance and execution of Grant recipient Agreement.

Summary

Homeland Security Grant Program Award Grant No M11HS205T in the amount of \$10,080.00; and Authorize acceptance and execution of Grant recipient Agreement.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

ALBERT SANTA CRUZ
COMMISSIONER

PHIL BRYANT
GOVERNOR

July 29, 2013

Mr. Don McCrory
54 Redfern Trail
Petal, MS 39465

Dear Mr. McCrory:

Enclosed you will find your supplemental Homeland Security Grant Award Letter and Grant Recipient Agreement for your expenses as related to your Task Force responsibilities. These funds come from Fiscal Year 2011 HSGP.

Your signed Grant Award Letter and Grant Recipient Agreement must be returned to our office by **August 31, 2013**. Please complete Budget Detail Worksheets for this grant award. The Budget Detail Worksheets can be found on our website at www.homelandsecurity.ms.gov. You will also only need to submit a Scope of Work (budget narrative) for this grant award.

The following line items and amounts are to be listed on your Budget Detail Worksheets:

Task Force

Office Supplies - \$500.00

Travel - \$7,500.00

Cell Phone - \$1,080.00

Meeting Expenses - \$1,000.00

Any request for reimbursement on this grant award will not be processed until all the required documents are returned to the Mississippi Office of Homeland Security (1230 Raymond Rd. Jackson, MS 39204).

If you should have any questions, please contact our grants staff and we will be glad to answer any questions you may have. You may contact us at 601-346-1500.

Sincerely,

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: July 29, 2013 **GRANT NO:** M11HS205T

SUB-GRANTEE: CITY OF HATTIESBURG (TF COORDINATOR EXPENSES)

PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program

GRANT PERIOD: 07/01/2013 to 06/30/2014

AWARD AMOUNT: \$10,080.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee

Date

Everett L. (Rusty) Barnes
Director

Date

7/30/13

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

10/17/13

Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

July 29, 2013

Mr. Don McCrory
54 Redfern Trail
Petal, MS 39465

Dear Mr. McCrory:

Enclosed you will find your supplemental Homeland Security Grant Award Letter and Grant Recipient Agreement for your expenses as related to your Task Force responsibilities. These funds come from Fiscal Year 2011 HSGP.

Your signed Grant Award Letter and Grant Recipient Agreement must be returned to our office by **August 31, 2013**. Please complete Budget Detail Worksheets for this grant award. The Budget Detail Worksheets can be found on our website at www.homelandsecurity.ms.gov. You will also only need to submit a Scope of Work (budget narrative) for this grant award.

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Task Force

Office Supplies - \$500.00

Travel - \$7,500.00

Cell Phone - \$1,080.00

Meeting Expenses - \$1,000.00

Any request for reimbursement on this grant award will not be processed until all the required documents are returned to the Mississippi Office of Homeland Security (1230 Raymond Rd. Jackson, MS 39204).

If you should have any questions, please contact our grants staff and we will be glad to answer any questions you may have. You may contact us at 601-346-1500.

Sincerely,

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: July 29, 2013 **GRANT NO:** M11HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (TF COORDINATOR EXPENSES)
PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program
GRANT PERIOD: 07/01/2013 to 06/30/2014
AWARD AMOUNT: \$10,080.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee

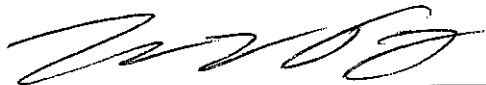
Date

Everett L. (Rusty) Barnes
Director

Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

10/17/13

Date



City of Hattiesburg, MS

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

Master

File Number: 2013-0699

File ID: 2013-0699

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2013

Brief Title: Homeland Security Grant Program Award

Final Action:

Minute Book Number: MB2013-333

Title: Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$47,000.00. and
Authroize acceptance and execution of Grant Recipient Agreement...

Summary
Homeland Security Grant Award

Notes:

Sponsors:

Enactment Date:

Attachments: Homeland Security Grant Program Award, executed
Homeland Security Grant Program Award

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0699

Title

Acknowledge receipt of State Homeland Security Grant Program Award in the amount of \$47,000.00. and
Authroize acceptance and execution of Grant Recipient Agreement...

Summary

Homeland Security Grant Award

Budget Information



City of Hattiesburg, MS

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

Master

File Number: 2013-0699



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

ALBERT SANTA CRUZ
COMMISSIONER

July 5, 2013

Robert Pickering, MS Task Force Leader
City of Hattiesburg
53 Academy Dr.
Hattiesburg, MS 39401

Dear Mr. Pickering:

Enclosed you will find two State Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2011. These grant funds are for **the salaries of Don McCrory (\$45,000.00)** for activities related to the **Mississippi Office of Homeland Security Task Force Statewide Project Coordinator**. The Task Force grant funds must be expended and request for reimbursement must be received in our office no later than July 31, 2014.

Please sign your Grant Award Letter and Grant Recipient Agreement and **return the originals** to this office no later than August 12, 2013. You will also need to complete Budget Detail Worksheets for these the grant award. The Budget Detail Worksheets can be found on our office website (www.homelandsecurity.ms) under the grants tab. The Budget Detail Worksheets are in Microsoft Word so please be sure that you change the Fiscal Year at the top of each worksheet. Failure to return your signed original Grant Award Letter, Grant Recipient Agreement and the Budget Detail Worksheets by the above date will result in the reallocation of these funds.

Please feel free to contact our office if you should have any questions. You may reach us at 601-346-1500.

Regards,

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: June 26, 2013 GRANT NO: A11HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (SALARIES)
PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2013 to 07/31/2014
AWARD AMOUNT: ~~\$45,000.00~~ 47,000.00 (PWC)

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee

Date

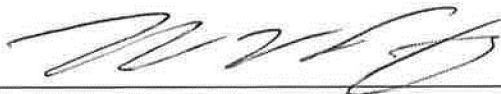
Everett L. (Rusty) Barnes
Director

Date

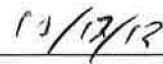
7/2/13

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
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Grant Recipient Representative



Date



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

July 5, 2013

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City of Hattiesburg
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Hattiesburg, MS 39401

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Please feel free to contact our office if you should have any questions. You may reach us at 601-346-1500.

Regards,

A handwritten signature in black ink, appearing to read "Penny N. Corn", is written over a horizontal line.

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: June 26, 2013 GRANT NO: A11HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (SALARIES)
PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2013 to 07/31/2014
AWARD AMOUNT: ~~\$45,000.00~~ 47,000.00 (PPC)

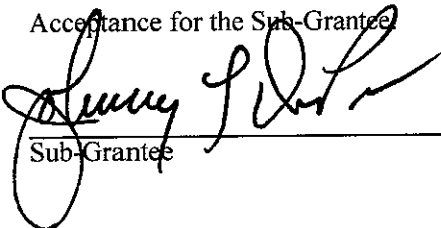
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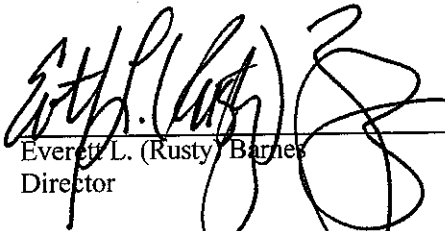
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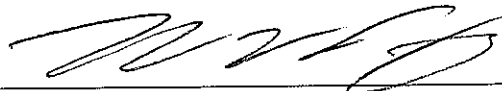
Acceptance for the Sub-Grantee


Sub-Grantee
11/2/13
Date


Everett L. (Rusty) Barnes
Director
7/2/13
Date

GRANT RECIPIENT AGREEMENT

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Grant Recipient Representative

11/17/12

Date



City of Hattiesburg, MS

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

Master

File Number: 2013-0701

File ID: 2013-0701

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2013

Brief Title: C Spire RFI Get Fiber First RFI

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge submission of C Spire Get Fiber First RFI response.

Notes: Filed via DropBox

Sponsors:

Enactment Date:

Attachments: CSpireRFI Exhibit A, Exhibit B cspire Hattiesburg, Hburg_ITS-CITY_Existing-Proposed, Pages from Hardy Street ITS_Hwy49 to Downtown, CSpire-GetItFirst-Hattiesburg

Enactment Number:

Contact:

Meeting Date:

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0701

Title

Acknowledge submission of C Spire Get Fiber First RFI response.

Summary

C Spire fiber optic to home RFI submission

Budget Information

Expenditure Type

N/A

Purchasing Item

Publication Information

Oct 18, 2013

To: C Spire, Get Fiber First Initiative Mississippi

Re: C Spire Get Fiber First RFI

To whom it may concern:

Attached is the City of Hattiesburg's response to the C Spire RFI for the "Get Fiber First" program. If there are any questions please contact my office.

Warm Regards,

Brett R. Benson

Grant Coordinator
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898
grntwtr@hattiesburgms.com

(Exhibit A) – For Local Government

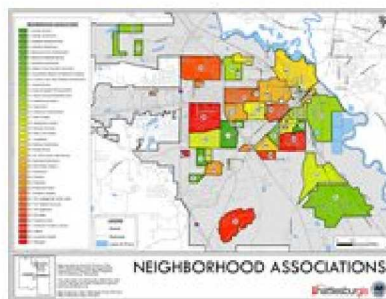
General Information

Name of governing body: City of Hattiesburg

List of neighborhoods/communities included in your response:

Neighborhood Associations

There are currently 40 neighborhood associations in the City of Hattiesburg.



Citywide Neighborhood Association Maps

ARCADIA-SUNSET - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
ARLEDGE SUBDIVISION - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
AUDOBON-KIRKWOOD PARK - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
AUDOBON-WESTWOOD - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
BAYWOOD COVE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
BETHUNE-EASTSIDE-ROWAN - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
BRIARFIELD APARTMENTS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
CLASSIC DRIVE-COUNTRY CLUB LANE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
CONCERNED CITIZENS OF PALMER'S CROSSING - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
COUNTRY CLUB LAKE ESTATES - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
DUANE-MYRTLE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
EAST JERUSALEM ENHANCEMENT - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
GRACE AVENUE-NORTH HILLS DRIVE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
HATTIESBURG HISTORIC - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
HOPE DRIVE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
INNSWOOD HOMEOWNERS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
IRENE CHAPEL - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
JAMESTOWN LINCOLN - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
KAMPER-AVENUES - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
KATIE-JOHN-DABBS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
LONGSTREET DRIVE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
MIDWAY SUBDIVISION - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
MOBILE-BOUIE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
MT OLIVE-TATUM-LILLIE BURNEY - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
NEWMAN-BUSCHMAN - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
NORTH MAIN HISTORIC - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
PARKHAVEN - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
PINEHILLS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
PINEHURST - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)

ROBERTSON PLACE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
SOUTHERN HEIGHTS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
THE COTTAGES @ TURTLE CREEK - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
THE HEIGHTS-AVENUES - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
THE HIGHLANDS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
THE OAKS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
TIMBERTON PARK - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
TIMBERTON PROPERTY OWNERS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
UNIFIED NEIGHBORHOOD - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
UNIVERSITY HEIGHTS - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)
WESTGATE - [\[VIEW PDF\]](#) [\[VIEW JPG\]](#)

Contact person:

Name: Johnny L. DuPree, Ph.D.
Title: Mayor
Address: 200 Forrest Street, Hattiesburg
State: MS
Zip: 39403-1898
Phone: 601-545-4501
Email: mayor@hattiesburgms.com

Background on Community

Population: 45,989 (2010 census)

Populated area in square miles: 49.7

Number of housing units: 21,381 (2010 census)

Number of single family homes: American Fact Finder, census.gov

Owner-occupied housing units 7,094

Renter-occupied housing units 11,407

Number of multi-family homes:

Number of apartment complexes:

HOUSING OCCUPANCY U.S. Census: American Factfinder

Total housing units 21,138

Occupied housing units	18,235
Vacant housing units	2,903
Homeowner vacancy rate	3.9
Rental vacancy rate	10.8

UNITS IN STRUCTURE

Total housing units	21,138
1-unit, detached	10,868
1-unit, attached	226
2 units	716
3 or 4 units	1,937
5 to 9 units	2,713
10 to 19 units	2,160
20 or more units	1,964
Mobile home	554

Source of government decision making (city manager, city council, mayor, etc.):

- Strong Mayor form of government. Mayor is full-time executive officer who reports to a 5 member city council.

Please list largest utilities and the approximate percentage of the community covered by each provider:

	Provider Name	Coverage (%)
Electric	MS Power	85
Gas	Willmut Gas	100
Water	City of Hattiesburg	90
Sewer	City of Hattiesburg	95
Cable	Comcast	90
Phone	AT&T	85

Colleges and universities (list names and average number of students enrolled at each):

- University of Southern Mississippi: 16,000 avg (15,325 - Fall 2013)
- Wm. Carey University: 4,118
- Pearl River Comm. Coll.
Forrest County Ctr. 315
- Antonelli College unk

K-12 schools (list names and average number of students enrolled at each):

Public

- Blair Center High School – 886
- HR Burger Middle School – 651

- Thames Elementary – 602
- Grace Christian Elementary – 437
- Woodley Elementary – 420
- Burney Elementary – 386
- Rowan Elementary – 378
- Hawkins Elementary – 364
- 9th Grade Academy – 356
- Earl Travillion Attendance Center – 298
- Mary Bethune - unk

Private Schools

Central Baptist

Presbyterian Christian

Sacred Heart Catholic

Major hospitals/health care facilities (list names):

- Forrest General Hospital
- Wesley Medical Center
- Hattiesburg Clinic
- Southeast Mississippi Rural Health Initiative (SeMHRI)

Current providers of high speed Internet service (e.g. DSL, cable modem, wireless, fiber, etc.):

- Comcast
- AT&T
- Megagate
- In-Line
- TelePak

Other significant features of your community that could be relevant for this project:

- Sizable existing fiber backbone and unused capacity available
- Significant number of motel accommodations
- Vibrant business & economic development effort within community
- Strong neighborhood association coordination and city outreach mechanism
- Camp Shelby Training Site – MS National Guard training site

Collaboration:

What will be the video franchise fee to C Spire? Please list the video franchise fees of other providers in your community.

(answers based on existing agreements)

- 4% - Comcast & ATT (ATT autoadjusting to remain level with Comcast)

Will video franchise fees be based on gross revenue defined as basic cable revenue only?

- Based on existing agreements (ATT) only on video services.

Will telecom franchise fees be based on local service revenue only?

- Only within city limits.

What length term (and renewal term) would you provide?

- Five years

Will there be a requirement for a local office?

- Existing agreements only state, "conveniently located."

Could you issue permits within 5 business days of request?

- Yes.

Would you waive any fees for municipal permits?

- No fees for Permits.

Will you offer any tax waivers?

- We will offer any incentives that the law allows.

Would you consider waiving any unacceptable local ordinance provision or regulation as requested by C Spire?

- Yes.

Can you provide a single point of contact to drive community interaction with C Spire?

- Yes.

Describe any current or planned programs in your community to accelerate and expand adoption rates of broadband Internet access. If not in place, would you do so for this project?

- Business Development Center
- USM Technology and Innovation Park
- Industrial Park
- I-59 Technology Corridor

Please provide additional reasons you believe that C Spire should select your community for this project.

Hattiesburg is positioned at the confluence of the Leaf and Bouie Rivers, in the heart of South Mississippi's rolling piney woods. Known as the "Hub City," Hattiesburg is a transportation center being located at intersections of Interstate 59 and U.S. Highways 49, 98 and 11, services three major railroad lines and access to a regional and a municipal airport system.

Hattiesburg is located less than 100 miles from the state capital of Jackson, as well as the Gulf Coast, New Orleans, Louisiana, and Mobile, Alabama. The city of Hattiesburg is located within both Forrest and Lamar counties and is one of the fastest growing areas in South Mississippi. It is the regional center for education, medical and retail services in south central Mississippi. Hattiesburg is home to the University of Southern Mississippi, William Carey University, Forrest General Hospital, Wesley Medical Center, and the Camp Shelby Joint Forces Training Center.

Hattiesburg is the fourth largest city in Mississippi. As home to almost 50,000 full time residents and almost 250,000 daytime residents our city has become the envy for mid-sized cities across the country.

It is home to two universities with growing undergraduate and graduate programs. With the USM Polymer Science program and William Carey's recently launched College of Osteopathic Medicine Hattiesburg is at the front edge of the state in developing the next generation of America's scientists, healers and leaders.

A thriving medical community meets the needs of the city and surrounding counties with state-of-the-art treatment for heart disease and cancer. Coupled with the over 6,000 medical providers working throughout the city Hattiesburg is continuing to build itself into a medical destination for patients throughout the southern region of the state.

Growing awareness of the role that Hattiesburg played in national service through the military, Civil Rights movement and Freedom Summer. Hattiesburg was a finalist for the location of Mississippi's National Civil Rights museum. Building on this rich cultural diversity Hattiesburg hosts a number of cultural events every year with a renowned symphony, the Southern Arts Festival and USM Summer Theatre program.

A certified retirement community Hattiesburg's commitment to its citizens, businesses and environment is recognized by the numerous awards and collaborations it has received from both the public and private sectors.

Almost \$100 million was invested in the city's downtown between 2000 and 2012. Since 2012 two major downtown revitalization projects have been completed adding significantly to the downtown residence capacity.

Camp Shelby Joint Forces Training Center is located at the southernmost portion of the city along Hwy 49. Currently it is home to the largest state owned training site in the nation. Currently Camp Shelby serves home to 3,300 full time staff serving the needs of Regular, Reserve and Guard units from across the country.

Community Support

If possible, describe your community's existing level of excitement and support for this project.

Describe how, as a governmental entity, you will aid in rallying sign-ups for service should your city be chosen.

Please briefly summarize any additional comments or suggestions you would like to make to C Spire on behalf of your community.

- The city will begin to integrate C Spire as a sponsoring partner into our series of annual and one-time city-led community events, such as heart walks, environmental community meetings and health fairs. These city-led events have proved to be successful for our traditional partners such as Coca Cola, Mississippi Power and Forrest General to raise awareness of their companies and improve their image among the public. By becoming a partner within this framework we are confident C Spire will see for itself the high level of interest in Hattiesburg for fiber to the business and home, 1Gbps internet service. We will use our growing social network capabilities of Facebook, Twitter, to connect with our existing network of 40 neighborhood associations, along with our website, to promote the benefits of high-speed broadband and C Spire's role in our community events.

Discussions with businesses that are engaged in highly data driven businesses we sense that an ISP providing secure high-speed fiber connectivity would be a welcome presence in Hattiesburg by increasing competition and improving the atmosphere for improved customer service. Anecdotally, talking with local online gamers such a service would be extremely popular in insuring lag free game play. Local videographers welcome the opportunity for buffer free video downloads and short upload times.

Building on a strong history of partnering with local businesses and non-profits the city of Hattiesburg has proven to be a good local partner for national and regional businesses entering our market.

Projected Impact

What are your specific hopes that the project will deliver?

- Increased bandwidth capacity for those who need it.
- Increased competition locally for data, telecom and video services.
- Increased use of medical telepresence technologies by local medical institutions and ancillary providers
- Increased use of online distance learning opportunities by residents
- Increased use of online alternatives for education by our two universities and school district
- Improving outreach by city government to its citizens
- Increased use of Telecommuting opportunities by businesses and residents

Are there current initiatives and community goals that this project could directly or indirectly support?

- Economic Development initiatives by city, Forrest and Lamar counties, and Area Development Partnership
- Industrial Park development
- University of Southern Mississippi Innovation Park
- City of Hattiesburg Council of Neighborhoods
- City of Hattiesburg EPA Brownfields Program
- City of Hattiesburg Health Education and Outreach programs
- City of Hattiesburg Mayor's Financial Education Initiative
- City of Hattiesburg CDBG and Home programs
- First Time Homebuyers program
- City of Hattiesburg Main Street Program
- Historic Hattiesburg Downtown Association
- Quarterly Art Walk program
- Southern Arts Festival
- HUB Fest
- Freedom Summer and Civil Rights tour
- Mobile Bouie Renaissance Fair

How might this service impact how you market your community to new businesses and prospective residents?

- High speed internet access is as important infrastructure asset to prospective businesses and residents as water, sewer and schools in the 21st century. Having the option of 1Gbps bandwidth speed would place Hattiesburg equally with the best connected cities in the country.

Facilities and Resources

Does your local government directly control and administer the use of all public rights of way in its jurisdiction?

- Yes

Describe any other entities that control and administer the use of the public rights of way.

- The Mississippi Department of Transportation (MDOT) and railroad companies. We have worked with both MDOT and the railroad companies, Norfolk Southern, Canadian National and Kansas City Southern, with tracks located within the city limits on right-of-way issues. We see no issues that cannot be resolved within our existing planning code system.

Please describe any historical districts or other culturally or environmentally sensitive areas.

- Hattiesburg is a Main Street city and has some historically protected neighborhoods that will require coordination with the city's Historic Planner and Historic Commission. Since these areas have both pole and below ground utilities we see no hurdles that cannot be resolved.

Please identify unique ordinances, rules, policy statements, and other legal measures specific to your community that C Spire would have to comply in developing its project in your community.

- As stated the city does have environmental and historic preservation obligations due to its status as a recipient of certain federal and state funding. We see no significant hurdles to a successful roll out of this technology in Hattiesburg that have not been previously encountered and successfully resolved.

Pole Attachments (City of Hattiesburg owns zero (0) utility poles)

Please identify the entities, including units of the local government that own or control utility poles in your community in the table below.

	MS Power	AT&T	Comcast
Number of Poles	UNK	UNK	UNK
Annual Rate per pole for pole attachment (by telecom carrier)	UNK	UNK	UNK
Annual Rate per pole for pole attachment (by cable system operators)	UNK	UNK	UNK
Annual Rate per pole for pole attachment (by Internet access providers)	UNK	UNK	UNK

If the local government will make its own poles available for attachments by C Spire, please estimate the number of days to complete the following steps, assuming full cooperation from C Spire.

- N/A

Negotiation of a master pole attachment agreement:

Issuance of permits for individual attachments:

Developing specifications for make-ready work:

Completing make ready work:

Would local government be willing to perform make ready work at no cost to C Spire?

- N/A

If a unit of your local government has access to poles owned or controlled by third parties that it could make available to C Spire, please provide the following information:

- N/A

Number of poles:

Entity or entities that own or control the poles:

Lowest possible rate that you would charge C Spire (\$) per pole per year:

Describe any restrictions on your right to make such poles available to C Spire:

Please provide contact information for any entities named above:

Conduits

Please identify the entities, including units of local government that own or control utility conduits in your community in the table below:

	City of Hattiesburg	AT&T	Comcast
Linear feet of conduits	10,000	UNK	UNK
Annual Rate per foot for conduit use (by telecom carrier)		UNK	UNK
Annual Rate per foot for conduit use (by cable system operators)		UNK	UNK
Annual Rate per foot for conduit use (by Internet access providers)		UNK	UNK

If the local government will make its own conduits available for use by C Spire, please estimate the number of days to complete the following steps, assuming full cooperation from C Spire.

Negotiation of master conduit agreement:

Issuance of permits:

If a unit of your local government has access to conduits owned or controlled by third parties that it could make available to C Spire, please provide the following information:

N/A

Linear feet:

Entity or entities that own or control the conduits:

Lowest possible rate that you would charge C Spire (\$) per linear foot per year:

Describe any restrictions on your right to make such conduits available to C Spire:

Please provide contact information for any entities named above:

Please provide maps of existing conduits in your community:

- See Attached

Construction Methods

Check approved methods of construction in your community:

All are acceptable

☒ Aerial

☒ Trenching

☒ Boring

☒ Micro-trenching

☒ Plow

☒ Rock Saw

☐ None/Other

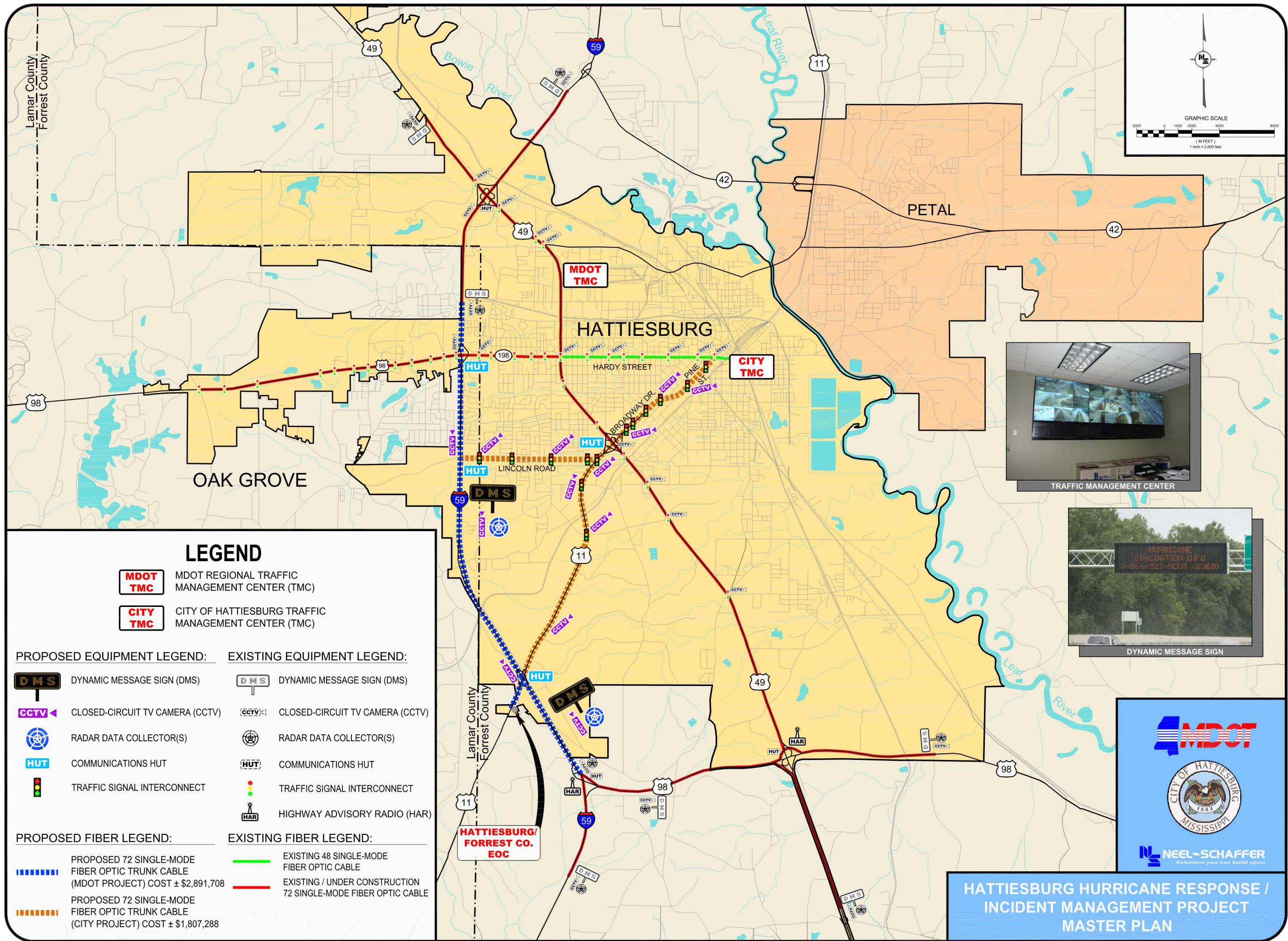
Regulatory Issues

Please describe the local regulatory obligations, if any, which would apply to C Spire if this project went forward in your community.

- As stated the city does have environmental and historic preservation obligations due to its status as a recipient of certain federal and state funding. We see no significant hurdles to a successful roll out of this technology in Hattiesburg that have not been previously encountered and successfully resolved.

Please describe local business obligations and taxes/fees, if any, which would apply to C Spire if this project went forward in your community.

We see no foreseeable new taxes or regulations beyond what C Spire currently works under within the city of Hattiesburg.



HATTIESBURG INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROGRAM - PHASE I

SURFACE TRANSPORTATION PROGRAM PROJECT NUMBER STP-6098-00(004)

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

MAYOR

JOHNNY L. DUPREE

CHIEF ADMINISTRATIVE OFFICER

BEVERLY A. MAGEE

DIRECTOR OF PUBLIC SERVICES

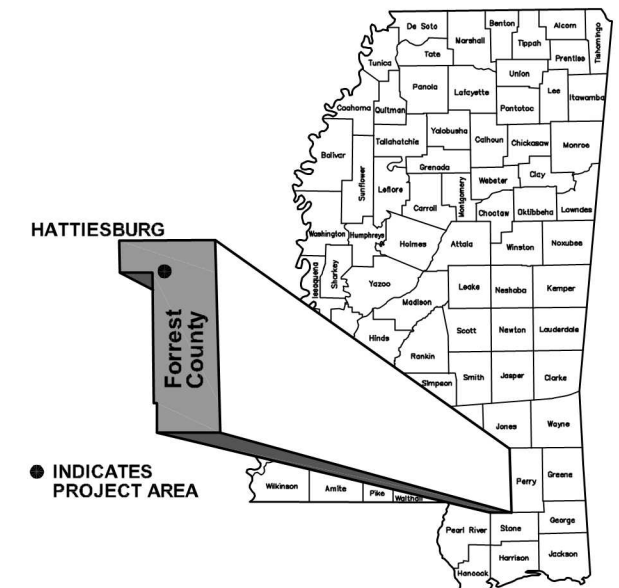
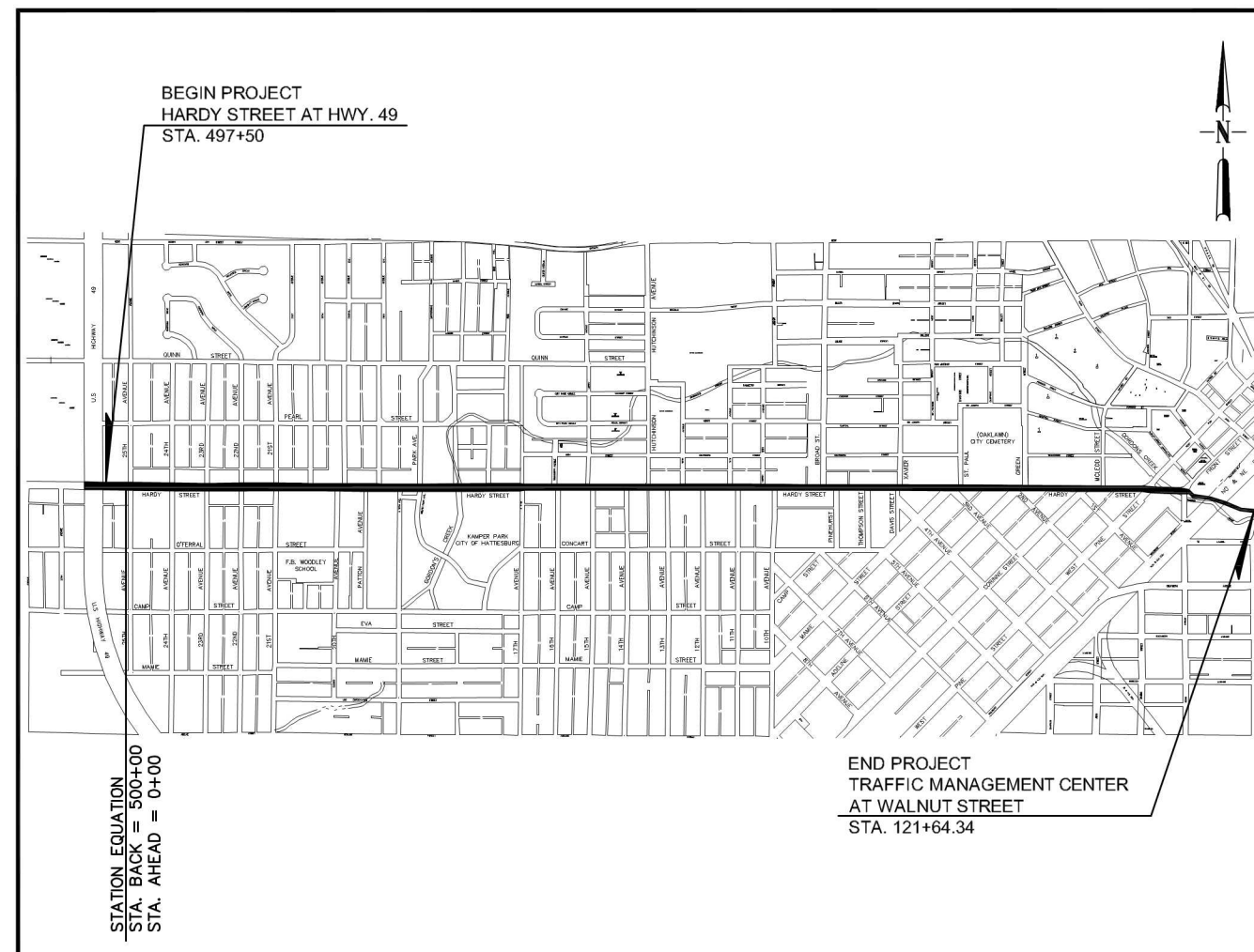
BENNIE J. SELLERS, P.E.

COUNCIL MEMBERS

BETSY M. ROWELL	WARD 1
DEBORAH L. DENARD	WARD 2
CARTER CARROLL	WARD 3
C.E. "RED" BAILEY	WARD 4
HENRY E. NAYLOR	WARD 5

UTILITIES

CITY OF HATTIESBURG - WATER AND SEWER
MISSISSIPPI POWER COMPANY
BELLSOUTH
WILLMUT GAS
COMCAST CABLE



LOCATION MAP

APPROVAL

JOHNNY L. DUPREE, MAYOR

CITY OF HATTIESBURG

APPROVED *Johnny L. Dupree* DATE 6/10/03

BENNIE J. SELLERS, P.E.

DIRECTOR OF PUBLIC SERVICES

CITY OF HATTIESBURG

APPROVED *Bennie J. Sellers* DATE 06/10/03

VICINITY MAP
PROJECT LOCATION

HALF-SCALE SET

PREPARED BY :



DATE : 6-10-03

CHARLES H. HILL, P.E.
MISSISSIPPI LICENSE NO. 11087

RECORD DRAWINGS



City of Hattiesburg, MS

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

Master

File Number: 2013-0702

File ID: 2013-0702

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2013

Brief Title: NLC Healthcare Access Planning grant

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge submission of National League of Cities Expanding Health Access to Children and Families planning grant RFP in the amount of \$30,000.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg RFP-Final

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	11/05/2013					

Text of Legislative File 2013-0702

Title

Acknowledge submission of National League of Cities Expanding Health Access to Children and Families planning grant RFP in the amount of \$30,000.

Summary

NLC healthcare access planning grant

Budget Information

Expenditure Type

Grant Award

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2013-0711

File ID: 2013-0711

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Award contract for Gordon Creek at Pine Street Bank Stabilization Project.

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Gordon Creek Bank Stabilization - Bid Results and Recommendations, Gordon Creek Bid Tab, Supporting case decision on right of public body to determine best bid

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	11/05/2013					
1	City Council	11/05/2013					

Text of Legislative File 2013-0711

Title

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank

Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Summary

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and accept bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid; Authorize Mayor to execute contract documents for same.

Budget Information

001206.7215.01

Expenditure Type

NRCS Grant

Purchasing Item

Sealed Bid

Publication Information



October 25, 2013

Mrs. Sharon Waits
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: Gordon's Creek Bank Stabilization Project
West Pine Street
Hattiesburg, Mississippi

Dear Mrs. Waits:

On October 24, 2013, Eco-Systems, Inc. (Eco-Systems) opened and reviewed the bids for the Gordon's Creek Bank Stabilization Project located northwest of West Pine Street in Hattiesburg, Mississippi. The low bidder for the project was Precision Construction, LLC owned by Nathan Smutzer with a bid for sixty-one thousand three hundred and ten dollars (\$61,310.00). Eco-Systems recommend awarding the bid to Precision Construction, LLC.

Eco-Systems appreciates the opportunity conduct professional services for the City of Hattiesburg. Our commitment is to provide high-quality, dependable, and responsive services to you. If you have any questions, please contact us at 601-583-2182.

Very truly yours,
Eco-Systems, Inc.

Zachary A. Young, P.E.
Project Engineer

Gordon's Creek Bank Stabilization				Engineering Estimate		Walters Construction Company		Walker Construction LLC		Hensley R. Lee Contracting		Holliday Construction LLC		Jay Bearden Construction, Inc.		Anderson Contracting LLC		Precision Construction LLC	
Item No.	Description	Unit	Estimated Quantity	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Mobilization	LS	1	\$5,000	\$5,000	\$12,595.00	\$12,595.00	\$6,752.00	\$6,752.00	\$7,000.00	\$7,000.00	\$10,800.00	\$10,800.00	\$7,200.00	\$7,200.00	\$9,500.00	\$9,500.00	\$7,800.00	\$7,800.00
2	Site Clearing	LS	1	\$3,000	\$3,000	\$7,550.00	\$7,550.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
3	General Earthwork	LS	1	\$5,000	\$5,000	\$13,535.00	\$13,535.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$11,760.00	\$11,760.00	\$7,650.00	\$7,650.00	\$5,300.00	\$5,300.00
4	Demolition and Disposal	LS	1	\$20,000	\$20,000	\$9,885.00	\$9,885.00	\$8,850.00	\$8,850.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$7,380.00	\$7,380.00	\$11,800.00	\$11,800.00	\$6,500.00	\$6,500.00
5	Seeding and Erosion Control	LS	1	\$3,000	\$3,000	\$10,810.00	\$10,810.00	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$5,820.00	\$5,820.00	\$1,935.00	\$1,935.00	\$1,500.00	\$1,500.00
6	Permanent Turf Reinforcement Mat	SY	310	\$15	\$4,650	\$19.25	\$5,967.50	\$24.00	\$7,440.00	\$35.00	\$10,850.00	\$10.00	\$3,100.00	\$29.81	\$9,241.10	\$5.00	\$1,550.00	\$21.00	\$6,510.00
7	Riprap	TON	400	\$75	\$30,000	\$81.25	\$32,500.00	\$90.00	\$36,000.00	\$100.00	\$40,000.00	\$60.00	\$24,000.00	\$67.20	\$26,880.00	\$68.75	\$27,500.00	\$78.00	\$31,200.00
				TOTAL	\$70,650	TOTAL	\$92,842.50	TOTAL	\$88,542.00	TOTAL	\$94,850.00	TOTAL	\$69,900.00	TOTAL	\$78,481.10	TOTAL	\$63,435.00	TOTAL	\$61,310.00

Rod Cooke Construction Co., Inc. v. Lamar County School Board, 100113 MSCA, 2012-CA-00339-COA

ROD COOKE CONSTRUCTION COMPANY, INC. APPELLANT

v.

LAMAR COUNTY SCHOOL BOARD APPELLEE

No. 2012-CA-00339-COA

Court of Appeals of Mississippi

October 1, 2013

DATE OF JUDGMENT: 02/10/2012

LAMAR COUNTY CIRCUIT COURT HON. PRENTISS GREENE HARRELL JUDGE.

ATTORNEY FOR APPELLANT: CHRISTOPHER SOLOP.

ATTORNEYS FOR APPELLEE: DAVID M. OTT JOSEPH RANDLE TULLOS RICHARD D. NORTON.

BEFORE LEE, C.J., BARNES AND ISHEE, JJ.

BARNES, J.

¶1. On July 8, 2011, the Lamar County School Board (Board) issued a solicitation for bids for the construction of a new elementary school. Rod Cooke Construction Company (Cooke), a nonresident contractor from Alabama, submitted the lowest bid of \$9, 232, 000. The second lowest bid was submitted by Hanco Corporation (Hanco), a Mississippi resident contractor. Hanco's bid was \$9, 321, 000 (\$89, 000 more than Cooke's bid).

¶2. At the September 28, 2011 Board meeting, the proposed bids for construction of the elementary school were discussed, and the three lowest bids were considered. The minutes from the meeting noted:

Board Counsel provided a narrative summary of the job performance of the two companies, Rod Cooke Construction and Hanco Corporation. Counsel reported that the information provided as a summary was obtained from various sources including contact with contractors, architects, subcontractors[,] and property owners. There were positive comments for both bidders, and the summary of negative comments [is] as follows:

Rod Cooke Construction:

1. A lack of coordination of some projects between the general and subcontractors resulted in delay in completion. 2. Occasional delay in paying subcontractors timely has created negative attitudes and problems with subcontractors. 3. Dissatisfaction with the workmanship from the perspective of a few owners. 4. Delay in completing time sensitive projects. Hanco: 1. Delay in completing a project - not a time sensitive project. Upon hearing the information from [Board Counsel], Dr. Burnett recommended that the Board proceed with awarding the bid and that they accept the Hanco Corporation bid. Buddy Morris then made a motion to award the bid to Hanco [Corporation] based on the preference to resident contractors and based on Hanco [Corporation] being the "lowest and best bid" as well as "substantially equal" in cost to Rod Cooke Construction.

Thus, the Board awarded the job to the second lowest bidder, Hanco.

¶3. On September 29, 2011, Cooke filed a protest; however, the Board did not reconsider its decision to reject Cooke's bid. Board counsel sent a letter to Cooke on October 6, 2011, outlining

the Board's reasons for awarding the bid to Hanco. Cooke filed a notice of appeal with the Lamar County Circuit Court on October 10, 2011; Cooke's bill of exceptions, signed by the Board president, was filed on October 11, 2011. A hearing was held on February 6, 2012, and the circuit court affirmed the Board's decision to award the job to Hanco.

¶4. On appeal, we find that the Board's award of the contract to Hanco was not arbitrary or capricious, and we uphold the circuit court's judgment.

STANDARD OF REVIEW

¶5. Our review of a municipal board's actions is limited. *Precision Commc'ns, Inc. v. Hinds Cnty*, 74 So.3d 366, 369 (¶9) (Miss. Ct. App. 2011) (citing *Nelson v. City of Horn Lake ex. rel. Bd. of Aldermen*, 968 So.2d 938, 942 (¶10) (Miss. 2007)).

[W]e will not set aside the action of the governing body of a municipality unless such action is clearly shown to be arbitrary, capricious, or discriminatory or is illegal or without substantial evidentiary basis. An act is arbitrary and capricious when it is done at pleasure, without reasoned judgment or with disregard for the surrounding facts and circumstances. Substantial evidence is such relevant evidence as reasonable minds might accept as adequate to support a conclusion or more than a mere scintilla of evidence.

Id. (internal citations and quotation marks omitted). Questions of law and issues of statutory interpretation, however, are reviewed de novo. *Id.*

DISCUSSION

I. Whether the "Instructions to Bidders" required the Board to award the contract to Cooke as the low bidder and whether the Board's investigation into Cooke's past performance was arbitrary, capricious, and self-serving.

¶6. Cooke contends that language in the "Instructions to Bidders" required the Board to accept the lowest bid offer and that the bid documents should have reflected that past performance would be considered in awarding the bid. The "Instructions for Bidders" stated: *Award of Contract*: Contract will be awarded on the basis of the low base bid or low combination of base bid and those alternates if any which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.

However, the instructions also noted: "*Disqualification of Bidder*: 'The Owner reserves the right to award to other than the low bidder when, in the Owner's judgment, it is in his best interest to do so.'"

¶7. Mississippi Code Annotated section 31-7-13(d)(i) (Supp. 2012), which governs the bidding process for awarding public contracts, states:

Purchases *may* be made from the lowest and best bidder. . . . If any governing authority accepts a bid other than the lowest bid actually submitted, it shall place on its minutes detailed calculations and narrative summary showing that the accepted bid was determined to be the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. (Emphasis added). "It is implicit in this language that a governing body cannot be compelled to accept a bid simply because it is the lowest, and that other factors must enter the analysis." *Billy E. Burnett, Inc. v. Pontotoc Cnty Bd. of Supervisors*, 940 So.2d 241, 243 (¶6) (Miss Ct. App. 2006). Even prior to the enactment of section 31-7-13, the Mississippi Supreme Court held: "The

'lowest' bid may be determined by monetary standards with the dollar as the unit, but this is not so in determining the 'best' bid, or the 'responsible' bid; that question involves a number of other factors and elements." *Parker Bros. v. Crawford*, 219 Miss. 199, 208, 68 So.2d 281, 284 (1953). Thus, an administrative agency is not required to accept the lowest bid, without any regard as to whether it is also the "best" bid.

¶8. The Board complied with the statutory requirements of section 31-7-13(d)(i). Included in the record is a "narrative summary" detailing the basis for the Board's award of the contract to Hanco. Also included are the detailed calculations of the two bids. The bid documents clearly state that the Board could award a contract to a bidder that was not the lowest bidder if the Board determined that it was "best" to do so. Accordingly, we find Cooke's claim that the bid documents required the Board to accept the lowest bid without merit.^[1]

¶9. Cooke also argues that past performance was not a criterion specified in the solicitation for bids and that the Board's investigation into Cooke's past performance with other entities was not "fair and objective" and was "the epitome of arbitrary and capricious conduct by a public body."

¶10. Cooke maintains that prior payment disputes with suppliers should not have been taken into consideration, as its suppliers were protected by a payment bond. However, the supreme court rejected this argument in *Nelson*, 968 So.2d at 946 (¶33):

This Court has held that where bond is given under Mississippi Code Annotated Section 85-7-185 (Rev. 1999), the bond serves in lieu of any equity or trust in favor of materialmen and laborers. *See Dickson v. United States Fid. & Guar. Co.*, 150 Miss. 864, 117 So. 245, 248 (1928). Even though Section 85-7-185 affords protection for "persons furnishing labor or material, " neither this provision nor Mississippi case law prohibits a governing authority from considering a contractor's prior disputes with creditors. Miss. Code Ann. § 85-7-185 (Rev. 1999). The aggregate of such disputes may bear upon the contractor's honesty, integrity, business judgment, conduct under previous contracts, and pecuniary ability – all of which have been held to be appropriate considerations in awarding a public contract. *See Parker Bros.*, [219 Miss. at 208-09,] 68 So.2d at 284-85.

Furthermore, not all of the complaints concerned payment issues; some alleged deficient workmanship and project-management problems. The project architect's letter to the Board reveals that he investigated both Cooke and Hanco in an equal manner, contacting seven prior references for each. We note that there was also some positive feedback concerning Cooke's performance included in the letter.

¶11. As we have already noted, Mississippi's appellate courts have consistently stated that the law permits a governing authority to consider factors other than price in determining who is the lowest and best bidder. In *Burnett*, 940 So.2d at 243 (¶6), this Court stated:

The Mississippi Supreme Court has recognized that public authorities may, in making a determination of whether a bid is the lowest and best, take into consideration factors such as the bidder's honesty and integrity, the bidder's skill and business judgment, the bidder's experience and facilities for carrying out the contract, *the bidder's conduct under previous contracts, and the quality of work previously done by the bidder.*

(Emphasis added) (citing *Parker Bros.*, 219 Miss. at 209, 68 So.2d at 285). One year later, the

supreme court reiterated in *Nelson*:

All matters that relate to a bidder's prompt and efficient performance of the contract are material to a bidder's "responsibility, " including the bidder's honesty and integrity, skill and business judgment, experience and facilities for performing the contract, conduct under previous contracts, and the quality of previous work.

Nelson, 968 So.2d at 943 (¶16) (citing *Parker Bros.*, 219 Miss. at 208-09, 68 So.2d at 284-85).

¶12. In the present case, the Board reviewed the bids and asked the project architect and others to gather and provide information regarding previous work and experience of the two lowest bidders. As stated by the Board on appeal, "[t]here is no precedent for allowing the bidders to dictate to a public body the limits or methodology of the investigation the body should conduct[.]" Furthermore, Cooke has provided no case law to support its argument that a public entity must put prospective bidders on notice that past performance is a criterion for award of a contract. Accordingly, we agree with the circuit judge that the Board's actions were "reasonable under the circumstances."

II. Whether the circuit court erred in finding that Mississippi's preference statutes, Mississippi Code Annotated section 31-3-21 (3) (Rev. 2010) and Mississippi Code Annotated section 31-7-47 (Rev. 2010), permitted the Board to award the contract to Hanco.

¶13. The Board minutes reflect that one of the reasons Hanco was awarded the contract, despite not being the lowest bidder, was the preference given to Mississippi resident contractors. In response to Cooke's protest of the Board's decision, counsel for the Board submitted a letter, stating:

The award to Hanco was based on a preference for resident contractors and based on lowest and best bid. . . . Neither the Board nor I have ever indicated that Cooke Construction is not a responsible contractor. The Board simply voted that Hanco . . . was the lowest and best bid for this project.

¶14. Mississippi Code Annotated section 31-7-47 states:

In the letting of public contracts[,] *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state, city, county, parish, province, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state, city, county, parish, province, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. *Resident contractors actually domiciled in M ississippi*, be they corporate, individuals or partnerships, *are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, province, nation or political subdivision of domicile of the nonresident*.

(Emphasis added). Mississippi Code Annotated section 31-3-21(3) also states, in pertinent part:

In the letting of public contracts, *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; *and resident contractors actually domiciled in Mississippi*, be they corporate, individuals, or partnerships, *are to*

be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(Emphasis added).

¶15. Cooke argues that the Mississippi "preference" statutes "are only intended to protect Mississippi contractors from preference laws being used against them when bidding projects in other jurisdictions." Cooke cites *Refrigeration Sales Co., Inc. v. State of Mississippi*, 645 So.2d 1351 (Miss. 1994), to support its argument. In that case, the Mississippi Supreme Court reversed the State of Mississippi's award of a contract to a vendor, finding that since the State of New York did not have a preference statute, the "application of the bid preference is misguided because of the lack of similar circumstances and the lack of reciprocity in the process." *Id.* at 1355.

¶16. The question is whether Alabama would grant its contractors preference over Mississippi contractors under the same circumstances. Alabama, Cooke's resident state, has a preference statute for resident contractors that is similar to the Mississippi preference statutes. Alabama Code section 39-3-5(a) (1975) states:

In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and *resident contractors in Alabama*, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, *are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.*

(Emphasis added).

¶17. This Court considered a similar situation in *Burnett*, 940 So.2d 241. Billy Burnett was a nonresident contractor from Alabama. Although Burnett submitted the lowest bid, Pontotoc County awarded the contract to the second lowest bidder, who was a Mississippi resident contractor. We recognized the supreme court's holding in *Refrigeration Sales*, noting that "the legislative purpose of Section 31-7-47 is to give preference to contractors who are residents of the State of Mississippi." *Id.* at 244-45 (¶11). However, we observed that "the extent of the preference is not clear from the text of the statute, and has not been clarified via case law." *Id.* at 245 (¶11). We deferred ruling on the issue of statutory preference in *Burnett*, because the circuit court "found an independent basis for the award to Hooker, namely, that the board rightly considered the relative experience and reputation of the two firms, and made the award to Hooker after taking these factors into consideration." *Id.* at (¶13).

¶18. As noted in the *Burnett* opinion, the circuit court's ruling was based in part on the Mississippi Attorney General's "approach to [the] issue." *Id.* at (¶12). The Attorney General's Office has issued several opinions interpreting the preference conferred by sections 31-3-21(3) and 31-7-47, in one instance noting that "[t]he intent of [section 31-7-47] was to afford Mississippi contractors the right to compete *on a equal basis* with nonresident vendors having preference laws in their respective state[s]." Miss. Att'y. Gen. Op., 1991 WL 577578, *Segrest* (Mar. 25, 1991)

(emphasis added).

¶19. The Attorney General has also consistently opined that "[i]f the preference laws of the state of the nonresident contractor are the same as Mississippi's, *and if the bids are in all other respects equal*, then Mississippi law would grant preference to the Mississippi bidder." Miss. Att'y Gen. Op., 1991 WL 577847, *Henley* (July 31, 1991) (emphasis added); see also Miss. Att'y Gen. Op., 2006-00148, 2006 WL 1966813, *Dye* (May 19, 2006) ("The purpose of bid preference statutes is to protect resident contractors and give preference to these contractors over nonresident contractors in situations in which the bids are equal or substantially equal."); Miss. Att'y Gen. Op., 2001-00480, 2001 WL 1082606, *Brown* (Aug. 17, 2001) ("If the preference laws of the state of the nonresident contractor are the same as Mississippi's, and if the bids are in all other respects equal or substantially equal, then Mississippi law would grant preference to the Mississippi bidder."); Miss. Att'y Gen. Op., 93-0043, 1993 WL 669222, *Cardin* (March 17, 1993) ("[T]he preference granted by Section 31-3-21(3) would apply only when the public body is considering bids that are equal or substantially equal under the statutory standards which the body must use to make its determination as to the best bid."). However, the Attorney General cites no statutory authority for the grant of preference for resident bidders when the bids are otherwise equal, and this Court been unable to find any.

¶20. The Mississippi and Alabama statutes are termed "reciprocal preference" statutes – Alabama treats nonresident contractors in the same manner that Mississippi treats nonresident contractors. These types of statutes are "designed to exact equal treatment in cross jurisdictional bidding" and "to ensure equity and fairness in interstate public procurement." Kingsley S. Osei, *The Best of Both Worlds: Reciprocal Preference and Punitive Retaliation in Public Contracts*, 40 Pub. Cont. L.J. 715, 734-38 (2011).

¶21. To assist in our analysis, Cooke has provided this Court with the Alabama Attorney General's interpretation of the effect of this language. In Ala. Att'y Gen. Op., 85-00354, *Scoggins* (May 15, 1985), the Alabama Attorney General considered the language of Alabama's section 39-3-5, in relation to Mississippi's section 31-3-21, and held that an Alabama public body was "not required to give preference to resident Alabama contractors over Mississippi contractors because the Mississippi law treats Alabama contractors *in the same manner* that Alabama treats Mississippi contractors." (Emphasis added). Therefore, we find that when the two states' reciprocal-preference language ("in the same manner and to the same extent") are employed, they offset one another, creating a situation where no preference can be considered. Consequently, when we consider this specific portion of the statutes, Cooke's claim that "no such 'preference' exists in this instance" is correct.

¶22. However, like *Burnett*, residence was not the sole reason for the award; other factors, such as past performance and vendor and client referrals, were considered. The Board stated in its final bill of exceptions that the preference given to a Mississippi contractor only played a "minor part" in the bid award and "was not an overriding consideration[.]" Rather, the Board awarded the bid to Hanco because it was the lowest and "best" bid. Accordingly, while we find merit to Cooke's argument, it does not warrant a reversal of the Board's decision to award the bid to Hanco.

III. Whether the Board acted arbitrarily and capriciously in awarding the contract on the basis

that it was "equal or substantially equal" to the lowest bid.

¶23. As discussed, the Attorney General's Office has issued opinions stating that preference may be given to a resident contractor under section 31-3-21 if "the public body is considering two apparent low bids that are 'equal or substantially equal' and involve the submission of at least one bid from a non-resident contractor." Miss. Att'y. Gen. Op., 2007-00452, 2007 WL 3356834, *Jones* (Sept. 4, 2007). Cooke argues that Attorney General opinions are merely advisory and limited to specific factual situations. Thus, it claims that there is no statutory authority that permits a public body to award contracts based on these criteria and for the Board to do so was error. Cooke is correct in one respect. "Attorney General opinions are not binding upon our courts." *Burnett*, 940 So.2d at 245 (¶13). However, "[a]n [A]ttorney [G]eneral's opinion is entitled to careful consideration and regarded as persuasive[.]" *Blackwell v. Miss. Bd. of Animal Health*, 784 So.2d 996, 1000 (¶9) (Miss. Ct. App. 2001) (citing *State ex rel. Holmes v. Griffin*, 667 So.2d 1319, 1326 (Miss. 1995)).

¶24. The Attorney General has advised:

Although it appears to us that a difference of 2% is substantial, whether bids are equal or substantially equal is a discretionary determination that the public body itself must initially make and that should be explained in the minutes. If [the public body] determines that bids are or are not equal or substantially equal, then the statutory preference provisions in favor of Mississippi bidders apply or do not apply, respectively.

Miss. Att'y Gen. Op., 2003-0501, 2004 WL 308541, *Winfield* (Jan. 29, 2004). There is no bright-line distinction as to what percentage variance constitutes an "equal or substantial bid"; this determination is left to the discretion of the public body.

¶25. We have already noted that the Attorney General's emphasis on whether a bid is "equal or substantially equal" in relation to the preference statutes is not rooted in any statute or case law. Regardless, the Attorney General opinions have not eliminated the requirement that a public entity also determine whether a bid is the lowest and "best" bid. The Attorney General has noted that the mandate requiring submission of a foreign state's bid preference law by the nonresident contractor is designed "to provide public agencies with a means of making any calculations that might be necessary in order to enforce Mississippi's preference law and to enable the agencies to determine the lowest *and best bid* without performing additional research."^[2] Miss. Att'y G en. O p., 2009-00363, 2009 W L 2184252, *Dulaney* (June 26, 2009) (emphasis added and citation omitted). In a more recent opinion, Miss. Att'y Gen. Op., 2013-00089, 2013 WL 1720568, *Price* (March 22, 2013), the Attorney General stated:

Governing authorities are obligated to carefully scrutinize each bid for not only the amount of the bid, *but also the quality of the bid*. In the event that the school district determines, after careful scrutiny of the bids on both amount and quality, that there is still no "best bid, " it will be required to reject all bids and begin the process anew, until it can decide on a "lowest and best bidder." (Emphasis added and internal citation omitted).

¶26. In *Burnett*, we upheld an award of contract to the second lowest bidder, even though the price differential was 2.35%. *Burnett*, 940 So.2d at 243-44 (¶7). In the present case, the difference in cost was less than 1%. Upon review, we conclude that the Board's finding – that a

difference of 0.95% meant that the bids were "substantially equal" – was not arbitrary or capricious. More importantly, the Board was justified in finding that Hanco's bid was the lowest and "best" bid.

IV. Whether the Board was without authority to determine whether Cooke was a "responsible" contractor.

¶27. Cooke argues that since it held a "Certificate of Responsibility" from the Mississippi State Board of Contractors (MSBOC), it should have been awarded the contract as the "lowest and best bidder." In other words, Cooke claims that the MSBOC has the "sole discretion to decide whether a contractor is responsible and should be permitted to hold a certificate of responsibility." Therefore, it contends that the Board "usurp[ed] the authority of the MSBOC and establish[ed] its own criteria for awarding this public contract to the second low bidder at an additional cost of \$89,000[.]"

¶28. Section 31-7-13(d)(i) gives a public board the discretion to accept a bid that is not the lowest, as long as it provides detailed calculations and a narrative summary as to why it did so. This was done in the present case. Furthermore, as the Board noted on appeal, *all* vendors that submitted bids possessed a valid "Certificate of Responsibility."^[3] Consequently, we find nothing arbitrary or capricious in the Board's determination that Cooke's bid was not the "best" bid.

V. Whether the circuit court erred in allowing the Board to amend its bill of exceptions.

¶29. The circuit court scheduled a hearing on February 6, 2012, to consider Cooke's bill of exceptions and to review the Board's decision. A few days prior to the hearing, on January 27, 2012, Cooke filed a motion to supplement the record. The Board responded to the motion on January 30, 2012, and requested that the hearing be rescheduled in light of this last-minute information submitted by Cooke. The Board also filed an amended "Final Bill of Exceptions" on February 2, 2012. Cooke responded with a motion to strike the Board's final bill of exceptions on February 3, 2012.

¶30. Cooke contends there is no statutory or legal authority that permitted the Board to amend the bill of exceptions. Cooke cites Mississippi Code Annotated section 11-51-75 (Rev. 2012) to support its claim that only a party "aggrieved by a judgment" may file a "bill of exceptions" with the circuit court. Thus, Cooke argues that the final bill of exceptions is an improper response to its motion to supplement the record. Cooke further claims that the amended bill of exceptions violated Mississippi Code Annotation section 11-7-211 (Rev. 2004), which requires: Bills of exception, with the approval of the trial judge, may be amended at any time before the hearing on appeal, for the purpose of curing omissions, defects, or inaccuracy; but no such amendment shall be made until the parties interested *shall have been given five days' notice of such proposed amendment*.

(Emphasis added). Cooke argues that he had only three days' notice; therefore, the circuit court should not have allowed the Board to amend its response.

¶31. This issue was thoroughly considered by the circuit court at the hearing. The Board noted Cooke's objections and requested a continuance, expressing concern that this procedural issue would be brought on appeal. The circuit judge, responding to arguments by Cooke's counsel, Christopher Solop, stated:

I have reviewed all of this information, even the information that came in late Friday. And as I told you both in a telephonic hearing, . . . this Court doesn't like to play games with form over substance. I have been pretty open and I've allowed you and Mr. [David] Ott [(Board counsel)] to present information to the Court. And I've been pretty open about allowing this, and I will continue that mode. I'm not going to exclude what you have given me, either one of you.

He concluded that neither party was adversely prejudiced by the failure, stating that "a couple of days in the heat of battle in this litigious process has not impaired either one of your clients."

¶32. First, we agree with the circuit court's observation that Cooke's argument regarding the style of the Board's pleading is one of form over substance. The comment to Rule 7 of the Mississippi Rules of Civil Procedure ("Pleadings Allowed: Form of Motions") states: "The purpose of Rule 7 is to facilitate the court's ability to reach a just decision on the merits of a case by providing for a simple and elastic pleading and motion procedure which emphasize substance rather than form." Moreover, after the circuit court affirmed the Board's decision at the hearing, Cooke acquiesced to the court's findings and requested that the style of its own motion be amended:

Mr. Solop: May I, for the record, ask the Court to amend the style of our pleading to supplement the administrative record to a motion to amend the bill of exceptions[?] *I think it's, as you indicated, Your Honor, a matter of form over substance. It was, in fact, a motion that was intended to amend the bill of exceptions.* So for the record, I would like it to reflect that. The Court: I don't really have a problem with that. Mr. Ott, what do you say? Mr. Ott: Your Honor, I think that it might be cleaner and neater and in harmony with what your Honor has articulated if the Court ruled that *the bill of exceptions and the record before the Court on appeal clearly consisted of both Mr. Solop's supplement that was presented and filed on January 26[,] as well as the final bill of exceptions presented on Thursday of last week.*

(Emphasis added).

¶33. As to Cooke's second point of contention, there is no question that the Board failed to meet the five-day notice requirement from section 11-7-211. However, Cooke's motion to supplement the record was filed mere days before the hearing and contained letters intended to contradict any negative representation of Cooke's reputation. The motion to supplement included a letter to the project architect, dated December 9, 2011, threatening that negative comments against Cooke could result in civil legal action for defamation. Cooke also sent a similar letter to a vendor who had claimed Cooke did not pay for supplies in a timely manner. Thus, the Board notes that its amended final bill of exceptions, filed three days before the hearing, was necessary to clarify and complete the record. It contained affidavits from the letter recipients (the project architect and vendor) affirming their prior statements regarding Cooke's past performance.

¶34. "It is well settled that the bill of exceptions constitutes the record on appeal from a municipality's decision, and the circuit court must not consider matters that are not a part of that record." *Brinsmade v. City of Biloxi*, 70 So.3d 1159, 1165 (¶23) (Miss. Ct. App. 2011) (citing *Pruitt v. Zoning Bd. of City of Laurel*, 5 So.3d 464, 469 (¶14) (Miss. Ct. App. 2008)). In *Stewart v. City of Pascagoula*, 206 So.2d 325, 328 (Miss. 1968), the supreme court held:

The circuit court can only consider the case as made by the bill of exceptions. This is the only record before the circuit court, as an appellate court. If the bill of exceptions *is not complete and is fatally defective in that pertinent and important facts and documents are omitted therefrom, then the court does not have a record upon which it can intelligently act.*

(Emphasis added). In *McKee v. City of Starkille*, 97 So.3d 97, 101 (¶11) (Miss. Ct. App. 2012), this Court found that, although neither party "complied with the procedural requirements[,] . . . the bills of exceptions filed with the circuit court contained the 'pertinent and important facts and documents' and constituted 'a record upon which the court could intelligently act.'" (quoting *Wilkinson Cnty Bd. of Supervisors v. Quality Farms, Inc.*, 767 So.2d 1007, 1012 (¶14) (Miss. 2000)). Therefore, we concluded that the circuit court had subject-matter jurisdiction over the merits of the appeal.

¶35. The issue before both the circuit court and this Court is whether the Board acted in an arbitrary, capricious, or discriminatory manner in rejecting Cooke's bid. "[O]ur review is limited in scope and . . . we may not stray from the record as was presented before the Board when [its] decision was reached." *Mayor & Bd. of Aldermen of Clinton v. Hudson*, 774 So.2d 448, 453 (¶11) (Miss. Ct. App. 2000) (citing *Mathis v. City of Greenville*, 724 So.2d 1109, 1115 (¶26) (Miss. Ct. App. 1998)). Cooke's motion to supplement was entered three months after the filing of its notice of appeal and the original bill of exceptions. The exhibits to the motion to supplement were produced as a result of the Board's decision (i.e., the letters refuting the vendors' negative comments and threatening legal action). Consequently, it was not part of the record before the Board when it rendered its decision to award the bid to Hanco. Thus, the original bill of exceptions provided the court with a complete record with which to make an informed decision, and neither Cooke's motion to supplement nor the Board's final bill of exceptions was proper to complete the record before the circuit court.

¶36. Regardless, the circuit judge concluded at the hearing:
I think to be perfectly clear, the Court is going to allow in everything that I have received to date, period. And then if you want to take that up all on appeal, take it up. But I think the record that I have read is reflective of what has happened.

The circuit judge also stated in the "Order Affirming School Board Decision" filed on February 13, 2012:

[T]he court accepted, reviewed, and placed in [the] record all materials submitted on [February 3, 2012]. The parties *have both taken advantage of this*[,] and the Court has reviewed all information submitted and finds that all parties have had ample and sufficient time to review and to respond to everything that has been presented and *is part of the record on this Appeal and the Bill of Exceptions and accepts them as complete and correct.*

(Emphasis added). Similar to our holding in *McKee*, we acknowledge that the procedural requirement was not wholly adhered to in this instance. However, we agree with the circuit court's finding that any deficiency in notice did not affect the substantial rights of either party, and find no merit to this assignment of error.

CONCLUSION

¶37. The Board determined that Hanco had the "lowest and best bid." Factors affecting the

Board's decision to award the bid to Hanco were: (1) Hanco was a Mississippi resident contractor; (2) Hanco's bid was only 0.95% higher than Cooke's bid; and (3) Cooke had received some less-than-favorable reviews from suppliers concerning untimely payment and clients regarding delays in construction. As the Board noted in its response to Cooke's appeal, timely completion of the school's construction was "critical"; the school was scheduled for occupation "during Christmas break 2012." It speculated that any delay would have resulted in additional costs far exceeding the 0.95% difference in bid prices. There is no statutory or case authority that required the Board to award the contract to the lowest bidder, without consideration of these other factors.

¶38. As a result, we find no error in the circuit court's decision to affirm the Board's award of the contract to Hanco. Cooke's remaining issues on appeal – that Board members could be held personally liable and that Cooke was entitled to lost profits and attorneys' fees – are rendered moot by this decision.

¶39. THE JUDGMENT OF THE CIRCUIT COURT OF LAMAR COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED TO THE APPELLANT.

LEE, C.J., IRVING, P.J., ISHEE, ROBERTS, CARLTON, MAXWELL, FAIR AND JAMES, JJ.,
CONCUR. GRIFFIS, P.J., DISSENTS WITHOUT SEPARATE WRITTEN OPINION.

Notes:

[1] We also note that the bid proposals contained prices for excavation and soil removal that, if needed, would require a change order. Cooke's price per cubic yard was \$18; Hanco's was only \$15 per cubic yard for excavation and \$10 for soil removal and replacement. Therefore, it is possible that the \$89,000 price difference could be decreased if this work had been required.

[2] Section 31-3-21(3) requires a nonresident contractor to include its state's preference law with the sealed bid. Failure to do so results in a rejection of the bid. Neither party has brought this as an issue in the present case.

[3] See Miss. Code Ann. § 31-3-21(1)-(2)



City of Hattiesburg, MS

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

Master

File Number: 2013-0710

File ID: 2013-0710

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Award Contract for Amen Corner Bank Stabilization Project.

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge receipt of bids on October 24, 2013 for the Amen Corner Bank Stabilization Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$27,200.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Bid Results and Recommendations, Amen Corner Bid Tab

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0710

Title

Acknowledge receipt of bids on October 24, 2013 for the Amen Corner Bank Stabilization Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$27,200.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Summary

Acknowledge receipt of bids on October 24, 2013 for the Amen Corner Bank Stabilization Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$27,200.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Budget Information

001206.7215.01

Expenditure Type

NRCS Grant

Purchasing Item

Sealed Bid

Publication Information



October 25, 2013

Mrs. Sharon Waits
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: Amen Corner Bank Stabilization Project
Timberton Subdivision
Hattiesburg, Mississippi

Dear Mrs. Waits:

On October 24, 2013, Eco-Systems, Inc. (Eco-Systems) opened and reviewed the bids for the Amen Corner Bank Stabilization Project located in Timberton Subdivision in Hattiesburg, Mississippi. The low bidder for the project was Hensley R. Lee Contracting owned by Hensley R. Lee and John C. Lee with a bid for twenty-seven thousand two hundred dollars (\$27,200.00). Eco-Systems recommend awarding the bid to Hensley R. Lee Contracting.

Eco-Systems appreciates the opportunity conduct professional services for the City of Hattiesburg. Our commitment is to provide high-quality, dependable, and responsive services to you. If you have any questions, please contact us at 601-583-2182.

Very truly yours,
Eco-Systems, Inc.

Zachary A. Young, P.E.
Project Engineer

Amen Corner Bank Stabilization Project				Engineering Estimate		Walker Construction LLC		Walters Construction Company, LLC		Hensley R. Lee Contracting		Anderson Contracting LLC		Jay Bearden Construction		Holliday Construction LLC	
Item No.	Description	Unit	Estimated Quantity	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Mobilization	LS	1	\$5,000	\$5,000	\$6,000.00	\$6,000.00	\$16,334.60	\$16,334.60	\$5,000.00	\$5,000.00	\$6,675.00	\$6,675.00	\$4,200.00	\$4,200.00	\$10,000.00	\$10,000.00
2	Site Clearing	LS	1	\$1,000	\$1,000	\$6,635.00	\$6,635.00	\$1,971.60	\$1,971.60	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$8,640.00	\$8,640.00	\$2,000.00	\$2,000.00
3	Grading of Slope	LS	1	\$5,000	\$5,000	\$14,000.00	\$14,000.00	\$8,580.70	\$8,580.70	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$6,480.00	\$6,480.00	\$13,500.00	\$13,500.00
4	General Earthwork (Excavation)	CY	110	\$10	\$1,100	\$12.00	\$1,320.00	\$31.16	\$3,427.60	\$25.00	\$2,750.00	\$50.00	\$5,500.00	\$72.00	\$7,920.00	\$15.00	\$1,650.00
5	Permanent Turf Reinforcement Mat	SY	250	\$15	\$3,750	\$30.00	\$7,500.00	\$22.79	\$5,697.50	\$35.00	\$8,750.00	\$8.00	\$2,000.00	\$25.92	\$6,480.00	\$10.00	\$2,500.00
6	Seeding and Erosion Control	LS	1	\$3,500	\$3,500	\$6,000.00	\$6,000.00	\$15,942.40	\$15,942.40	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,160.00	\$2,160.00	\$2,500.00	\$2,500.00
7	Riprap	TON	8	\$75	\$600	\$150.00	\$1,200.00	\$328.60	\$2,628.80	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$157.50	\$1,260.00	\$100.00	\$800.00
				TOTAL	\$19,950	TOTAL	\$42,655.00	TOTAL	\$54,583.20	TOTAL	\$27,200.00	TOTAL	\$28,675.00	TOTAL	\$37,140.00	TOTAL	\$32,950.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0708

File ID: 2013-0708

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Award Contract for Drainage Improvements Project
at Priest Creek.

Final Action:

Minute Book Number: MB2013-334

Title:

Acknowledge bids received October 24, 2013 for the Drainage Improvements to Priest Creek Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$269,340.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Notes: NRCS Grant

Sponsors:

Enactment Date:

Attachments: Bid Award Letter, Bid Tab w Unit Prices

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0708

Title

Acknowledge bids received October 24, 2013 for the Drainage Improvements to Priest Creek Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$269,340.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Summary

Acknowledge bids received October 24, 2013 for the Drainage Improvements to Priest Creek Project, and accept bid from Hensley R. Lee Contracting, Inc. in the amount of \$269,340.00 as being the lowest and best bid; Authorize Mayor to execute contract documents for same.

Budget Information

001206.7215.01

Expenditure Type

NRCS Grant

Purchasing Item

Sealed Bid

Publication Information



Design & Management Professionals

Aviation • Civil Engineering • Education & Development

October 24, 2013

Sharon Waits
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Drainage Improvements to Priest's Creek
Hattiesburg-Bobby L. Chain Municipal Airport

Dear Ms. Waits,

After reviewing the Bid Documents and finding them to be in compliance, we recommend awarding the Improvements to Priest's Creek Hattiesburg Bobby L. Chain Municipal to Hensley R. Lee Contracting, Inc. located at 311 Acorn Lane Picayune, MS 39466. The award is to be for the Base Bid in the amount of \$269,340.00.

Please contact us if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Davis".

Sandra Davis, PE
ARE Consultants, Inc.

Attachment: Bid Tabulation

800 Spring Street, Suite 214 • Shreveport, LA 71101
Post Office 38252 (71133-8252)
Telephone 318-222-8252 • Facsimile 318-222-8251

**Drainage Improvement's to Priest's Creek (Hensley R. Lee Contracting, Inc.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)**

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Hensley R. Lee Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$3.50	\$27,300.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$2.50	\$28,500.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$25.00	\$90,000.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$12.00	\$49,200.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$3.80	\$29,640.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$55.00	\$3,300.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$3.00	\$23,400.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00
	Subtotal				\$294,050.00		\$269,340.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Hensley R. Lee Contracting, Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$3.50	\$40,950.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$2.50	\$29,250.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$12.00	\$26,400.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$3.80	\$44,460.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$3.00	\$35,100.00
	Subtotal				\$171,925.00		\$176,160.00

**Drainage Improvement's to Priest's Creek (Jay Bearden Construction, Inc.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)**

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Jay Bearden Construction, Inc. Unit Price	Jay Bearden Construction, Inc. Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$3.90	\$30,420.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$4.20	\$47,880.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$67.20	\$241,920.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$7.80	\$31,980.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$5.30	\$41,340.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$67.20	\$4,032.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$1.20	\$9,360.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$6,000.00	\$6,000.00
	Subtotal				\$294,050.00		\$412,932.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Jay Bearden Construction, Inc. Unit Price	Jay Bearden Construction, Inc. Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$3.90	\$45,630.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$4.20	\$49,140.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$7.80	\$17,160.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$5.30	\$62,010.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$1.20	\$14,040.00
	Subtotal				\$171,925.00		\$187,980.00

**Drainage Improvement's to Priest's Creek (Anderson Contracting, LLC.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)**

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Anderson Contracting, LLC. Unit Price	Anderson Contracting, LLC. Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$2.50	\$19,500.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$1.25	\$14,250.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$77.55	\$279,180.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$13.50	\$55,350.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$3.50	\$27,300.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$155.00	\$9,300.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$0.75	\$5,850.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$17,000.00	\$17,000.00
	Subtotal				\$294,050.00		\$427,730.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Anderson Contracting, LLC. Unit Price	Anderson Contracting, LLC. Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$2.50	\$29,250.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$1.25	\$14,625.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$13.50	\$29,700.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$3.50	\$40,950.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$0.75	\$8,775.00
	Subtotal				\$171,925.00		\$123,300.00

Drainage Improvement's to Priest's Creek (E.R.S., Inc.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		E.R.S., Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$2.00	\$15,600.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$1.50	\$17,100.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$62.00	\$223,200.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$8.00	\$32,800.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$5.00	\$39,000.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$100.00	\$6,000.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$0.75	\$5,850.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00
	Subtotal				\$294,050.00		\$354,550.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		E.R.S., Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$2.00	\$23,400.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$1.50	\$17,550.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$8.00	\$17,600.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$5.00	\$58,500.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$0.75	\$8,775.00
	Subtotal				\$171,925.00		\$125,825.00

Drainage Improvement's to Priest's Creek (Colom Construction Co., Inc.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Colom Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$4.75	\$37,050.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$1.50	\$17,100.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$82.00	\$295,200.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$9.00	\$36,900.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$6.00	\$46,800.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$30.00	\$1,800.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$0.75	\$5,850.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00
	Subtotal				\$294,050.00		\$458,700.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Colom Construction Co., Inc.	
				Unit Price	Total	Unit Price	Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$4.75	\$55,575.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$1.50	\$17,550.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$9.00	\$19,800.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$6.00	\$70,200.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$0.75	\$8,775.00
	Subtotal				\$171,925.00		\$171,900.00

**Drainage Improvement's to Priest's Creek (Walter's Construction Co., Inc.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)**

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Walter's Construction Co., Inc. Unit Price	Walter's Construction Co., Inc. Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$2.10	\$16,380.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$1.70	\$19,380.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$77.95	\$280,620.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$13.90	\$56,990.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$3.20	\$24,960.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$66.65	\$3,999.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$4.35	\$33,930.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$34,595.00	\$34,595.00
	Subtotal				\$294,050.00		\$470,854.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Walter's Construction Co., Inc. Unit Price	Walter's Construction Co., Inc. Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$2.00	\$23,400.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$1.70	\$19,890.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$16.10	\$35,420.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$3.30	\$38,610.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$1.50	\$17,550.00
	Subtotal				\$171,925.00		\$134,870.00

**Drainage Improvement's to Priest's Creek (Holliday Construction, LLC.)
Hattiesburg-Bobby L. Chain Municipal Airport Bid Tabulation (10/24/2013)**

Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Holliday Construction, LLC. Unit Price	Holliday Construction, LLC. Total
02070	Geotextile Stabilization	S.Y.	7,800	\$3.25	\$25,350.00	\$8.00	\$62,400.00
02100	Light Ground Preparation	S.Y.	11,400	\$3.00	\$34,200.00	\$9.00	\$102,600.00
02205	Rip Rap	S.Y.	3,600	\$28.00	\$100,800.00	\$91.00	\$327,600.00
02220	Excavation and Embankment	C.Y.	4,100	\$13.00	\$53,300.00	\$13.00	\$53,300.00
02370	Erosion Control Blanket	S.Y.	7,800	\$5.00	\$39,000.00	\$10.00	\$78,000.00
02631	Heavy Duty PVC Smooth Interior Drain Pipe	L.F.	60	\$60.00	\$3,600.00	\$300.00	\$18,000.00
02930	Seeding and Fertilizing	S.Y.	7,800	\$1.00	\$7,800.00	\$5.00	\$39,000.00
S001	Mobilization	Lump Sum	1	\$30,000.00	\$30,000.00	\$110,000.00	\$110,000.00
	Subtotal				\$294,050.00		\$790,900.00

Bid Item Add. No.1	Description	Unit of Measure	Approximate Quantity	Engineers Estimate Unit Price	Engineers Estimate Total	Holliday Construction, LLC. Unit Price	Holliday Construction, LLC. Total
02070	Geotextile Stabilization	S.Y.	11,700	\$3.25	\$38,025.00	\$8.00	\$93,600.00
02100	Light Ground Preparation	S.Y.	11,700	\$3.00	\$35,100.00	\$9.00	\$105,300.00
02220	Excavation and Embankment	C.Y.	2,200	\$13.00	\$28,600.00	\$13.00	\$28,600.00
02370	Erosion Control Blanket	S.Y.	11,700	\$5.00	\$58,500.00	\$10.00	\$117,000.00
02930	Seeding and Fertilizing	S.Y.	11,700	\$1.00	\$11,700.00	\$5.00	\$58,500.00
	Subtotal				\$171,925.00		\$403,000.00



City of Hattiesburg, MS

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

Master

File Number: 2013-0712

File ID: 2013-0712

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2013-334

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0712

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: October 29, 2013

The following request for payment is being submitted for approval during the City Council's November 5, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Southeast Mississippi Rural Health Initiative
Activity:	Public Services
Program:	CDBG
Project Site:	5488 US Hwy 49
Amount Requested:	\$583.68
Purpose of Request:	Draw #1
Work Provided by:	Southeast Mississippi Rural Health Initiative

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	CDBG
Project Site:	701 Tuscan Ave.
Amount Requested:	\$187.50
Purpose of Request:	Asbestos Analysis
Work Provided by:	Bonner Analytical



**SOUTHEAST MISSISSIPPI
RURAL HEALTH INITIATIVE, INC.**
5488 US Hwy 49 / P.O. Box 1729
Hattiesburg, MS 39403
(601) 545-8700 • FAX (601) 582-5461

October 10, 2013

Andrew Ellard
Governmental Accountant
City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

Dear Mr. Ellard,

Please accept this as request for reimbursement from the City of Hattiesburg's CDBG, Public Service Grant for Southeast Mississippi Rural Health Initiative, Inc.'s Healthcare for the Homeless Voucher Program (HCHV). We only had a few vouchers submitted this month for services, but anticipate that there will be many more over the next few months. Our agreement stated that we would serve 50 homeless individuals with healthcare and prescription assistance. For the month of September there were 5 individuals who received healthcare visits and 16 prescriptions.

We are requesting reimbursement for:

Healthcare and Prescription Assistance in the amount of \$583.68.

Please see attached spreadsheet of patient demographic information for your reporting purposes. If you have any questions, feel free to contact me at 601-545-8700. As always, we appreciate the opportunity to work closely with the City of Hattiesburg and provide quality healthcare for the residents within the city.

Sincerely,

A handwritten signature in black ink, reading "Ivie Pulliam". The signature is written in a cursive, flowing style.

Ivie Pulliam
Director of Grants Administration

Healthcare for the Homeless Vouchers: September 2013

Race/Ethnicity	Number Served	Hispanic/Latino	Gender		Income Levels*			
			M	F	EL	L	M	NL
Black/African-American	0	0						
White/Caucasian	5	0	1	4	5			

* EL=Extremely low; L=Low; M=Moderate; NL=Non-Low

Date of Svc.	ID #	Race	Hsp	Gdr	Mo. Inc.	Income Level	Referring Agency	Person	# Pres	\$ Pres	\$HC	Balance (Beg.\$7000)
9/23/13	1096540	W	N	F	0	EL	Green Meadows	Sharon Cohen	8	57.63	112.00	6830.37
9/24/13	1145720	W	N	F	105	EL	Green Meadows	Sharon Cohen	1	10.15	80.00	6740.22
9/25/13	3001001252	W	N	F	75	EL	Green Meadows		2	19.37	75.00	6645.85
9/27/13	4000405482	W	N	F	0	EL	USM/IDS	Gretchen Leake	5	39.53	78.00	6528.32
9/27/13	1152910	W	N	M	0	EL	Hope House	Chris Wilkes	0		112.00	6416.32
TOTAL									16	126.68	457.00	

Total for September 2013=\$583.68

Income Levels:

Non-Low/Mod (above 80% AMI) Moderate (80% and below AMI) Low Income (50% and below AMI) Extremely Low (30% and below AMI)

STATE: MISSISSIPPI -----I N C O M E L I M I T S-----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Hattiesburg, MS MSA								
FY 2013 MFI: 53200 30% OF MEDIAN	11100	12650	14250	15800	17100	18350	19600	20900
VERY LOW INCOME	18450	21100	23750	26350	28500	30600	32700	34800
LOW-INCOME	29550	33750	37950	42150	45550	48900	52300	55650

BONNER ANALYTICAL2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 53736

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898Ship To: **CITY OF HATTIESBURG**
~~ATTN: STACY JACKSON~~
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via		F.O.B.	Terms	
10/21/13			Origin		
Purchase Order Number		Order Date	Sales Person		Our Order Number
		10/21/13			
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				

701 TUSCAN AVENUE
BATHROOM CEILING TILE,
HALL CEILING TILE,
BATHROOM BETWEEN 2 BEDRMS CT.,
MASTER BEDROOM CEILING TILE,
3RD BEDROOM CEILING TILE,
DEN BY GARAGE CEILING TILE
SAMPLES RECEIVED 10-14-13
Rush charge @ 1.25X

6 6 50

ASBESTOS ANALYSIS @ \$15
PER INITIAL LAYER

18.75

112.50

6 6 51

ASBESTOS ANALYSIS @ \$10
PER SUBSEQUENT LAYER

12.50

75.00

Invoice subtotal

187.50

Invoice total

187.50

Thank You



City of Hattiesburg, MS

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

Master

File Number: 2013-0713

File ID: 2013-0713

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2013-334

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/05/2013					

Text of Legislative File 2013-0713

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: October 29, 2013

The following request for payment is being submitted for approval during the City Council's November 5, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Hollimon Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	309 N 21 st Ave.
Amount Requested:	\$9,000.00
Purpose of Request:	Draw #3
Work Provided by:	Hollimon Construction

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	602 Stevens St.
Amount Requested:	\$10,000.00
Purpose of Request:	Draw #3
Work Provided by:	Smith's Remodeling

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	901 N 34 th Ave.
Amount Requested:	\$10,000.00
Purpose of Request:	Draw #4
Work Provided by:	Smith's Remodeling

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

City of Hattiesburg
Victoria Johnson
309 North 21st
Hattiesburg, MS 39401

- Install 4 windows on left side of house
 - Paint inside walls of house
 - Stain cabinets
 - Install new heat and air unit
 - Replace 4 interior door units
- Remove paneling on back of cabinets and install $\frac{1}{4}$ in. burch plywood
 - Repair gable end on the right side of house

Material and Labor

\$9,000.00



Thanks!!

Curtis Hollimon

Draw #3

AB
10/28/13

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Mrs. Willie Banks
602 Stevens St.
Hattiesburg, MS 39401**

**Request: 3rd draw for work done according to work write-up.
For the painting of the interior and for trimwork
For the hanging and painting of interior doors and shelving
And installation of flooring**

\$10,000.00

RJ

AE

10/28/2013

Signature:

Date: October 28, 2013

Johnnie L. Smith

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mrs. Willie banks
901 North 34th Ave
Hattiesburg, MS 39402

Request: 4th draw for work done according to work write-up.
exterior painting, repair of rear porch and installation of
patio door and seal up of exterior.

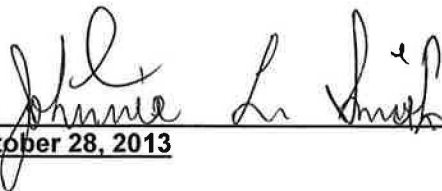
\$10,000.00

AD

AB
10/28/2013

Signature:

Date: October 28, 2013





City of Hattiesburg, MS

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

Master

File Number: 2013-0719

File ID: 2013-0719

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2013-334

Title:

Approve claims docket for the period ending October 31, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket 11-5-13

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	11/05/2013					

Text of Legislative File 2013-0719

Title

Approve claims docket for the period ending October 31, 2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2013

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	126890	00137786	13000760	REPRS U#16645 POLICE	10/31/13	234359	1,300.00-
00001 AAMCO TRANS/AUTOMOTIVE S	126987	00137786	13000761	DOOR REPR POLICE UNIT	10/31/13	234359	350.00-
00001 AAMCO TRANS/AUTOMOTIVE S	127004	00137786	13000762	A/C REPR POLICE UNIT	10/31/13	234359	458.80-
AAMCO TRANS/AUTOMOTIVE S							
Sum							2,108.80-
00001 ADVANCED JANITORIAL SERV	20097	CITY H	00137673	13000584 SERVS 10/13 CITY HALL	10/31/13	234360	1,925.00-
00001 ADVANCED JANITORIAL SERV	20097	TRAFFI	00137673	13000585 SERVS 10/13 TRAFFIC OFFICE	10/31/13	234360	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	619	00137627	13000561	CAMERA REPR U#17576 POLICE	10/31/13	234361	85.00-
00001 AFFORDABLE EMERGENCY LIG	620	00137627	13000562	ANTENNA REPR U#17355 POLICE	10/31/13	234361	85.00-
00001 AFFORDABLE EMERGENCY LIG	618	00137627	13000563	ANTENNAS U#19342,U#19346	10/31/13	234361	150.00-
00001 AFFORDABLE EMERGENCY LIG	621	00137637	13000564	SIREN REPR U#17592 POLICE	10/31/13	234361	85.00-
00001 AFFORDABLE EMERGENCY LIG	622	00137637	13000565	RADIO ANTENNA U#17570 POLICE	10/31/13	234361	85.00-
00001 AFFORDABLE EMERGENCY LIG	623	00137637	13000566	LIGHTBAR/EQUIP VARI UNITS	10/31/13	234361	2,550.00-
00001 AFFORDABLE EMERGENCY LIG	625	00137744	13000658	SIREN REPR U#17576 POLICE	10/31/13	234361	85.00-
00001 AFFORDABLE EMERGENCY LIG	624	00137744	13000659	INSTALL EQUIP U#17896 POLICE	10/31/13	234361	1,105.00-
AFFORDABLE EMERGENCY LIG							
Sum							4,230.00-
00001 ALBRITTON CHAIN SAW & L	29803	00137591	13000667	AUGER/POST HOLE DIGGER TRAFF	10/31/13	234364	1,049.89-
ALBRITTON CHAIN SAW & L							
Sum							1,049.89-
00001 AMERICAN PLANNING ASSN (	NEW MBRSH	M	00137645	13000556 NEW MBRSH FEE-MARET-PLANNING	10/31/13	234365	210.00-
AMERICAN PLANNING ASSN (							
Sum							210.00-
00001 AMERICAN PUBLIC WORKS AS	REG-BARNES	1	00137611	13000669 REG-BARNES-CONF D'IBERVILLE	10/31/13	234366	250.00-
AMERICAN PUBLIC WORKS AS							
Sum							250.00-
00001 ANDERSON RETAIL INC	95147	00137281	13000505	SUPP FUEL FACILITY	10/31/13	234367	109.99-
ANDERSON RETAIL INC							
Sum							109.99-
00001 ARE CONSULTANTS INC	130402I	00137816	13000743	SRVS PRIEST CRK BANK STABL	10/31/13	234368	1,500.00-
ARE CONSULTANTS INC							
Sum							1,500.00-
00001 AT&T	601M23940440	0002014I	13000636	SERV 10/8-11/7/13 VARI DEPTS	10/31/13	234369	279.75-
AT&T							
Sum							279.75-
00001 AUTO ARMATURE SERVICE IN	10939	00137406	13000501	BATTERY U#16237 STREET	10/31/13	234371	115.95-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AUTO ARMATURE SERVICE IN Sum	00001 AUTO ARMATURE SERVICE IN 11120 00001 AUTO ARMATURE SERVICE IN 11160 00001 AUTO ARMATURE SERVICE IN 11161 00001 AUTO ARMATURE SERVICE IN 11162 00001 AUTO ARMATURE SERVICE IN 11163	00136936 00137697 00137697 00137697 00137697	13000622 13000651 13000652 13000653 13000654	MOTOR U#9804 SHOP STARTER U#16716 POLICE BATTERY U#17569 POLICE BATTERY U#16653 POLICE BATTERY U#15777 POLICE	10/31/13 10/31/13 10/31/13 10/31/13 10/31/13	234371 234371 234371 234371 234371	149.95- 109.95- 161.95- 127.95- 127.95-
AUTO ARMATURE SERVICE IN Sum	00001 BEAVER INDUSTRIES INC 12433	00137248	13000559	CAR CLEAN SUPP POLICE DEPT	10/31/13	234373	793.70-
BEAVER INDUSTRIES INC Sum	00001 BELK DEPARTMENT STORE 00001 BELK DEPARTMENT STORE BELK DEPARTMENT STORE Sum	P9356008W00X P9356008T00Y	00137289 00137076	CLOTH ALLOW-HOLDEN-POLICE CLOTH ALLOW-MILLER-POLICE	10/31/13 10/31/13	234374 234374	211.00- 473.31- 454.71-
BODY TECH INC Sum	00001 BODY TECH INC 4578	00136312	13000498	REPRS U#17570 POLICE DEPT	10/31/13	234378	928.02-
BOLTON, FRAZIER Sum	00001 BOLTON, FRAZIER BOLTON, FRAZIER Sum	TRAV ADVANCE	00137742	13000656 TRAV ADV MACP CONF TUPELO	10/31/13	234379	383.20- 509.00-
BOURNE BROTHERS PRINTING Sum	00001 BOURNE BROTHERS PRINTING 48657	00137592	13000640	HEALTHY HOMETOWN BANNERS	10/31/13	234382	509.00- 330.00-
BRACKMAN MOWER WAREHOUSE Sum	00001 BRACKMAN MOWER WAREHOUSE 0122850	00135628	13000533	REPRS U#19281 HEALTH	10/31/13	234383	330.00- 160.00-
BROADWAY DRIVE TIRE Sum	00001 BROADWAY DRIVE TIRE 089210 00001 BROADWAY DRIVE TIRE 089302	00137196 00137366	13000603 13000604	TIRES POLICE STOCK TIRES U#17706 POLICE	10/31/13 10/31/13	234384 234384	160.00- 1,127.76- 500.48-
C SPIRE WIRELESS (CELLUL Sum	00001 C SPIRE WIRELESS (CELLUL 9/23/13-10/2 00201468 13000691 CELL SERV 10/13 GENERAL				10/31/13	234392	1,628.24- 7,535.54-
CARQUEST AUTO PARTS STOR Sum	00001 CARQUEST AUTO PARTS STOR 14758-14948 00001 CARQUEST AUTO PARTS STOR 14758-14949 00001 CARQUEST AUTO PARTS STOR 14758-14938	00137252 00137252 00137258	13000605 13000606 13000629	REPR PTS POLICE STOCK REPR PTS U#13060 POLICE REPR PTS U#13063 ANIMAL CNTRL	10/31/13 10/31/13 10/31/13	234394 234394 234394	7,535.54- 544.19- 134.00- 77.46-
CARQUEST AUTO PARTS STOR Sum	CARQUEST AUTO PARTS STOR						755.65-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CERTIFIED LABORATORIES							
00001 CERTIFIED LABORATORIES	126967	00137038	13000623	CHEMICALS PUBLIC WORKS	10/31/13	234397	4,867.50-
Sum							4,867.50-
CHAIN ELECTRIC COMPANY							
00001 CHAIN ELECTRIC COMPANY	25767	00134270	13000764	GENERATOR MAINT 6/13 CONSTR	10/31/13	234398	57,994.00-
00001 CHAIN ELECTRIC COMPANY	26843	00135626	13000767	ADDL GENERATOR YEARLY MAINT	10/31/13	234398	5,798.00-
Sum							63,792.00-
CITY OF HATTIESBURG FUND TRF 1ST 11/1 00201478 13000733 TRF 1ST 11/13 PAYROLL							
00001 CITY OF HATTIESBURG FUND					10/29/13	18268	852,321.28-
Sum							852,321.28-
CITY OF HATTIESBURG FUND							
00001 CLEMETS HARDWARE	107339	00137435	13000526	RPLCMNT MAILBOX P/F ACADEMY	10/31/13	234399	73.81-
Sum							73.81-
COBURN'S SUPPLY CO INC							
00001 COBURN'S SUPPLY CO INC	606296549	00137174	13000511	PLUMB SUPP CONSTR DEPT	10/31/13	234400	166.56-
Sum							166.56-
COMCAST CABLEVISION OF H 095776410200 00137648 13000571 BROADBAND #7 FIRE STA							
00001 COMCAST CABLEVISION OF H					10/31/13	234401	58.94-
Sum							58.94-
COOPER CONSULTING CO INC INVOICE #7 00137820 13000736 FINAL MIDTOWN MASTER PLAN							
00001 COOPER CONSULTING CO INC					10/31/13	234405	7,996.00-
Sum							7,996.00-
COOPER CONSULTING CO INC							
00001 COOPER CONSULTING CO INC	406609	00136767	13000630	REPR PTS ANIMAL CONTROL	10/31/13	234407	116.76-
Sum							116.76-
COURTESY MOTORS INC							
00001 CRAIN TRACTOR & EQUIPMEN	CS92364	00137198	13000613	REPR PTS U#15048 STREET	10/31/13	234408	191.19-
00001 CRAIN TRACTOR & EQUIPMEN	CS92593	00137505	13000614	REPR PTS STREET STOCK	10/31/13	234408	856.36-
Sum							1,047.55-
CRAIN TRACTOR & EQUIPMEN							
00001 DIAMOND BLADE WAREHOUSE	0161598-IN	00137392	13000499	RESCUE TOOL BLADES FIRE DEPT	10/31/13	234413	662.71-
Sum							662.71-
DIAMOND BLADE WAREHOUSE							
00001 DILLARDS DEPARTMENT STOR	P9336008700X	00136563	13000677	CLOTH ALLOW-PACK-POLICE	10/31/13	234414	18.69-
00001 DILLARDS DEPARTMENT STOR	P9336008500X	00136599	13000678	CLOTH ALLOW-HOFFER-POLICE	10/31/13	234414	110.00-
00001 DILLARDS DEPARTMENT STOR	P9336008700X	00136645	13000679	CLOTH ALLOW-PACK-POLICE	10/31/13	234414	39.00-
00001 DILLARDS DEPARTMENT STOR	P9336008800X	00136959	13000680	CLOTH ALLOW-FRAZIER-POLICE	10/31/13	234414	124.32-
00001 DILLARDS DEPARTMENT STOR	P9336008W00X	00137264	13000681	CLOTH ALLOW-WAHL-POLICE	10/31/13	234414	239.99-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
DILLARDS DEPARTMENT STOR	P9336008Y00X	00137329	13000682	CLOTH ALLOW-HARTLEY-POLICE	10/31/13	234414	295.00-
DILLARDS DEPARTMENT STOR	P9336008Y00X	00137335	13000683	CLOTH ALLOW-RICHARDSON-POLICE	10/31/13	234414	205.93-
DILLARDS DEPARTMENT STOR	P9336009200X	00137396	13000684	CLOTH ALLOW-RUPLE-POLICE	10/31/13	234414	119.59-
DILLARDS DEPARTMENT STOR	P9336009300X	00137469	13000685	CLOTH ALLOW-RICHARDSON-POLICE	10/31/13	234414	141.96-
DILLARDS DEPARTMENT STOR	P9336009300X	00137469	13000686	CLOTH ALLOW-RICHARDSON-POLICE	10/31/13	234414	99.99-
DILLARDS DEPARTMENT STOR							1,394.47-
DREAM OF HATTIESBURG INC	RED RIBBON B	00137800	13000734	RED RIBBON WEEK BOWS M/ADM	10/31/13	234417	150.00-
DREAM OF HATTIESBURG INC							150.00-
ECONOMY SUPPLY CO	201239	00137439	13000506	BLDG SUPP PUB WORKS OFFICE	10/31/13	234419	29.52-
ECONOMY SUPPLY CO	201732	00137622	13000602	SHELVING-EVIDENCE MATL STORGE	10/31/13	234419	161.15-
ECONOMY SUPPLY CO							190.67-
EMERGENCY EQUIPMENT PROF	408209	00137585	13000608	REPR PTS FIRE UNIT MAINT	10/31/13	234421	148.90-
EMERGENCY EQUIPMENT PROF							148.90-
EQUIFAX INFORMATION SERV	8120653	00137683	13000589	IDSCAN SEARCH/INV 10/13	10/31/13	234422	52.99-
EQUIFAX INFORMATION SERV							52.99-
FASTENAL COMPANY	MSHAT164542	00137173	13000531	DUCT TAPE CONSTR DEPT	10/31/13	234425	222.26-
FASTENAL COMPANY	MSHAT164636	00137173	13000532	BLACK POLY CONSTR DEPT	10/31/13	234425	371.85-
FASTENAL COMPANY	MSHAT164685	00137228	13000664	REPR PTS FIRE DEPT STOCK	10/31/13	234425	308.56-
FASTENAL COMPANY	MSHAT164714	00137351	13000674	SCREWS/BOLTS TRAFFIC/CONST	10/31/13	234425	209.30-
FASTENAL COMPANY	MSHAT164715	00137359	13000763	SAFETY SUPP CONSTR DEPT	10/31/13	234425	36.37-
FASTENAL COMPANY							1,148.34-
FEDERAL EXPRESS	2-434-29737	00137672	13000596	SERVS 10/9/13 ENGR DEPT	10/31/13	234426	42.54-
FEDERAL EXPRESS							42.54-
FIRE HOSE DIRECT	10357 PO#137	00137058	13000607	FIRE TOOL BAGS	10/31/13	234429	1,037.70-
FIRE HOSE DIRECT							1,037.70-
FLEET SAFETY EQUIPMENT I	00001 FLEET SAFETY EQUIPMENT I 132134	00135929	13000525	MTRCYCLE BOXES NEW UNITS	10/31/13	234430	21,599.88-
FLEET SAFETY EQUIPMENT I							21,599.88-
FRANKLIN COVEY CO	81562405	00137395	13000519	OFFICE SUPP POLICE DEPT	10/31/13	234432	55.92-
FRANKLIN COVEY CO							55.92-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							55.92-
00001 G & K SERVICES	1035420911	00137682	13000695	UNIFORMS 9/24 STREET	10/31/13	234437	286.40-
00001 G & K SERVICES	1035423057	00137682	13000696	UNIFORMS 10/02 STREET	10/31/13	234437	118.60-
00001 G & K SERVICES	1035425218	00137682	13000697	UNIFORMS 10/08 STREET	10/31/13	234437	118.60-
00001 G & K SERVICES	1035427370	00137682	13000698	UNIFORMS 10/15 STREET	10/31/13	234437	118.60-
00001 G & K SERVICES	1035420912	00137682	13000699	UNIFORMS 9/24 SHOP	10/31/13	234437	44.00-
00001 G & K SERVICES	1035423058	00137682	13000700	UNIFORMS 10/01 SHOP	10/31/13	234437	44.00-
00001 G & K SERVICES	1035425219	00137682	13000701	UNIFORMS 10/08 SHOP	10/31/13	234437	50.30-
00001 G & K SERVICES	1035425219	00137682	13000702	UNIFORMS 10/15 SHOP	10/31/13	234437	40.00-
00001 G & K SERVICES	1035420907	00137682	13000703	UNIFORMS 9/24 GO&FS	10/31/13	234437	3.96-
00001 G & K SERVICES	1035423053	00137682	13000704	UNIFORMS 10/01 GO&FS	10/31/13	234437	3.96-
00001 G & K SERVICES	1035425214	00137682	13000705	UNIFORMS 10/08 GO&FS	10/31/13	234437	3.96-
00001 G & K SERVICES	1035427366	00137682	13000706	UNIFORMS 10/08 GO&FS	10/31/13	234437	3.96-
00001 G & K SERVICES	1035420914	00137682	13000707	MOP/MAT 9/24 GO&FS	10/31/13	234437	25.95-
00001 G & K SERVICES	1035423060	00137682	13000708	MOP/MAT 10/01 GO&FS	10/31/13	234437	25.95-
00001 G & K SERVICES	1035425221	00137682	13000709	MOP/MAT 10/08 GO&FS	10/31/13	234437	25.95-
00001 G & K SERVICES	1035427373	00137682	13000710	MOP/MAT 10/15 GO&FS	10/31/13	234437	25.95-
00001 G & K SERVICES	1035420906	00137682	13000711	UNIFORMS 9/24 DRNGE	10/31/13	234437	356.26-
00001 G & K SERVICES	1035423052	00137682	13000712	UNIFORMS 10/01 DRNGE	10/31/13	234437	19.66-
00001 G & K SERVICES	1035425213	00137682	13000713	UNIFORMS 10/08 DRNGE	10/31/13	234437	19.66-
00001 G & K SERVICES	1035427365	00137682	13000714	UNIFORMS 10/15 DRNGE	10/31/13	234437	132.36-
00001 G & K SERVICES	1035420910	00137682	13000715	UNIFORMS 9/24 SANIT	10/31/13	234437	132.36-
00001 G & K SERVICES	1035427369	00137682	13000716	UNIFORMS 10/01 SANIT	10/31/13	234437	224.20-
00001 G & K SERVICES	1035423056	00137682	13000717	UNIFORMS 10/01 SANIT	10/31/13	234437	132.40-
00001 G & K SERVICES	1035425217	00137682	13000718	UNIFORMS 10/08 SANIT	10/31/13	234437	17.40-
00001 G & K SERVICES	1035420913	00137682	13000719	MOP/MAT 9/24 SANIT	10/31/13	234437	17.40-
00001 G & K SERVICES	1035423059	00137682	13000720	MOP/MAT 10/01 SANIT	10/31/13	234437	17.40-
00001 G & K SERVICES	1035425220	00137682	13000721	MOP/MAT 10/08 SANIT	10/31/13	234437	17.40-
00001 G & K SERVICES	1035427372	00137682	13000722	MOP/MAT 10/15 SANIT	10/31/13	234437	17.40-
00001 G & K SERVICES	1035420908	00137682	13000723	UNIFORMS 9/24 ST CLEAN	10/31/13	234437	39.18-
00001 G & K SERVICES	1035423054	00137682	13000724	UNIFORMS 10/01 ST CLEAN	10/31/13	234437	39.18-
00001 G & K SERVICES	1035425215	00137682	13000725	UNIFORMS 10/08 ST CLEAN	10/31/13	234437	43.62-
00001 G & K SERVICES	1035427367	00137682	13000726	UNIFORMS 10/15 ST CLEAN	10/31/13	234437	54.54-
00001 G & K SERVICES	1035420909	00137682	13000727	UNIFORMS 9/24 HEALTH	10/31/13	234437	19.80-
00001 G & K SERVICES	1035423055	00137682	13000728	UNIFORMS 10/01 HEALTH	10/31/13	234437	20.52-
00001 G & K SERVICES	1035425216	00137682	13000729	UNIFORMS 10/08 HEALTH	10/31/13	234437	23.76-
00001 G & K SERVICES	1035427368	00137682	13000730	UNIFORMS 10/15 HEALTH	10/31/13	234437	23.76-
00001 G & K SERVICES	1035423038	00137824	13000738	UNIFORMS 10/01 ENGR	10/31/13	234437	8.82-
00001 G & K SERVICES	1035425199	00137824	13000739	UNIFORMS 10/08 ENGR	10/31/13	234437	8.82-
00001 G & K SERVICES	1035427351	00137824	13000740	UNIFORMS 10/15 ENGR	10/31/13	234437	8.82-
00001 G & K SERVICES	1035429512	00137824	13000741	UNIFORMS 10/22 ENGR	10/31/13	234437	8.82-
00001 G & K SERVICES	1035431661	00137824	13000742	UNIFORMS 10/29 ENGR	10/31/13	234437	8.82-
Sum							2,354.44-
G & K SERVICES							2,354.44-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00137679	13000587	CAFE PLAN ADM FEES 10/13	10/31/13	234438	294.45-
Sum							294.45-
G G A ADMINISTRATORS							294.45-
00001 GARNER LUMLEY ELECTRIC S	493195	00137358	13000508	ELEC CORDS FESTIVAL CONSTR	10/31/13	234440	1,081.88-
00001 GARNER LUMLEY ELECTRIC S	493582	00137667	13000673	ELEC SUPP BENCH PARK MOBILE	10/31/13	234440	772.94-
Sum							1,854.82-
GARNER LUMLEY ELECTRIC S							1,854.82-

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GEIGER MIDSOUTH (BROTHER	2529186	00137466	13000746	JUMP ROPES HEALTHY HOMETOWN	10/31/13	234441	392.41-
00001 GEIGER MIDSOUTH (BROTHER	2529654	00137466	13000747	BALLOONS HEALTHY HOMETOWN	10/31/13	234441	218.39-
Sum							610.80-
00001 GILKEY ELECTRIC SUPPLY C	249894	00137337	13000509	ELEC SUPP FESTIVALS CONSTR	10/31/13	234442	247.35-
Sum							247.35-
00001 GLADDEN LAW OFFICE PLLC	10330	00137752	13000641	SRVS PEDDLERS/SOLICITORS ORD	10/31/13	234443	637.00-
00001 GLADDEN LAW OFFICE PLLC	10331	00137752	13000642	SRVS SHARON MARK VS CITY	10/31/13	234443	480.25-
00001 GLADDEN LAW OFFICE PLLC	10332	00137752	13000643	SRVS PEARSON'S FIREWORKS	10/31/13	234443	378.00-
00001 GLADDEN LAW OFFICE PLLC	10329	00137752	13000644	SRV LIGHTHOUSE RESCUE MISSION	10/31/13	234443	11,897.00-
Sum							13,392.25-
00001 GRAY MANUFACTURING	785936	00137378	13000769	JACK STANDS FIRE MECHANICS	10/31/13	234444	615.00-
Sum							615.00-
00001 GREEN EQUIPMENT	26746	00137512	13000610	battery line kit	10/31/13	234445	520.00-
Sum							520.00-
00001 H'BURG HYDRAULICS INC	53381	00137372	13000512	REPR PTS U#17898 SANIT	10/31/13	234449	111.16-
00001 H'BURG HYDRAULICS INC	53442	00137199	13000631	REPR PTS U#16010 CEMETERY	10/31/13	234449	84.17-
00001 H'BURG HYDRAULICS INC	53523	00137760	13000768	BUCKET TRUCK REPR PTS CMTERY	10/31/13	234449	339.05-
Sum							534.38-
00001 HANCOCK BANK TRUST & FIN	10/24/13 DUE	00201465	13000547	MDB 2001 BONDS 12/22/08	10/24/13	18263	2,113.79-
Sum							2,113.79-
00001 HILL, LEROY COFFEE CO IN	14545	00137642	13000551	COFFEE SERV M/ADM	10/31/13	234453	101.07-
Sum							101.07-
00001 HOME DEPOT	8044950	00136594	13000554	MEASURING WHEEL PLANNING	10/31/13	234454	131.40-
00001 HOME DEPOT	3044910	00136646	13000573	OFFICE FURNITURE LAND CODE	10/31/13	234454	178.23-
Sum							309.63-
00001 HUB CITY WEST FARM & GAR	PO#137245 10	00137245	13000534	CAT FOOD FOR LIVE TRAPS	10/31/13	234458	76.93-
Sum							76.93-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HUGHES SUPPLY Sum	00001	ICE PLANT INC	06-302458	00136808 13000530 BAGS/ICE PUBLIC WORKS DEPT	10/31/13	234460	214.62-
ICE PLANT INC Sum	00001	INDOFF INC	2355830	00137455 13000527 OFFICE SUPP FIRE ADM	10/31/13	234461	467.67-
INDOFF INC Sum	00001	INDOFF INC	2355934	00137457 13000670 JANIT SUPP PUBLIC WORKS	10/31/13	234461	910.44-
INDOFF INC Sum	00001	INNOVATIVE SERVICE SOLUT	20130122	00137764 13000665 DEFIBRILLATOR MAINT FIRE DEPT	10/31/13	234463	750.00-
INNOVATIVE SERVICE SOLUT Sum	00001	INTL ASSN OF FIRE CHIEFS	2014 MBRSH	00137647 13000572 2014 MBRSH DUES PRESLEY	10/31/13	234464	219.00-
INTL ASSN OF FIRE CHIEFS Sum	00001	IRBY, STUART C CO	S007845642.0	00137044 13000507 STEP LADDER U#790 CONSTR	10/31/13	234465	72.83-
IRBY, STUART C CO Sum	00001	IRBY, STUART C CO	S007858509.0	00137171 13000510 ELEC SUPP CONSTR DEPT	10/31/13	234465	165.49-
IRBY, STUART C CO Sum	00001	IRBY, STUART C CO	S007885463.0	00137393 13000624 SECURITY LIGHTS CONSTR DEPT	10/31/13	234465	132.78-
IRBY, STUART C CO Sum	00001	IRBY, STUART C CO	S007864852.0	00137240 13000675 ELEC SUPP DOWNTOWN LIGHTS	10/31/13	234465	43,120.90-
IRBY, STUART C CO Sum	00001	IRBY, STUART C CO	S007721795.0	00135673 13000766 SUPP-MOBILE ST LIGHTS-VANDALS	10/31/13	234465	2,557.50-
IRBY, STUART C CO Sum	00001	J & J PRODUCE CO INC	M101	00137801 13000735 PRODUCE HEALTHY HOMETOWN EVNT	10/31/13	234466	100.00-
J & J PRODUCE CO INC Sum	00001	JOHNNY'S WRECKER SERVICE	22071	00137536 13000616 TOWING U#16008 STREET	10/31/13	234469	250.00-
JOHNNY'S WRECKER SERVICE Sum	00001	JOHNNY'S WRECKER SERVICE	22282	00137540 13000617 TOWING U#9857 STREET	10/31/13	234469	300.00-
JOHNNY'S WRECKER SERVICE Sum	00001	JOHNNY'S WRECKER SERVICE	22067	00137540 13000618 TOWING U#17723 SANIT	10/31/13	234469	250.00-
JOHNNY'S WRECKER SERVICE Sum	00001	JOHNNY'S WRECKER SERVICE	22285	00137540 13000619 TOWING U#17723 SANIT	10/31/13	234469	250.00-
JOHNNY'S WRECKER SERVICE Sum	00001	JOHNNY'S WRECKER SERVICE	22066	00137540 13000620 TOWING U#14407 SANIT	10/31/13	234469	250.00-
JOHNNY'S WRECKER SERVICE Sum	00001	LOWE, CANDY (REFUNDS)	MUNICIPAL CO 02013797	13000693 MUNICIPAL COURT REFUND	10/31/13	234480	666.75-
LOWE, CANDY (REFUNDS) Sum	00001	M & M CONSTRUCTION (REF DEMO PERMIT	00201464	13000634 DEMOLITION PERMIT REFUND	10/31/13	234483	50.00-
M & M CONSTRUCTION (REF Sum	00001	M & M CONSTRUCTION (REF					

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Sum							
00001 MARVIN'S INC	15323605-415	00137324	13000612	PIPE SUPP STREET DEPT	10/31/13	234485	57.99-
MARVIN'S INC							
Sum							
00001 MCCi LLC	3544	00137583	13000517	TRNG/INSTALL LASERFICHE	10/31/13	234486	190.00-
MCCi LLC							
Sum							
00001 MCCAIN UNIFORMS	267849-1	00137182	13000601	FLEECE JACKETS-POLICE STOCK	10/31/13	234487	925.00-
MCCAIN UNIFORMS							
Sum							
00001 MCELHANEY PLUMBING INC	212408 & 212	00137614	13000626	PLUMBING TOOLS CONSTR DEPT	10/31/13	234488	369.55-
MCELHANEY PLUMBING INC							
Sum							
00001 MCMULLAN EQUIPMENT CO	5591	00135443	13000744	CREDIT	10/31/13	234489	86.25
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150805P	00137785	13000754	REPR PTS POLICE STOCK	10/31/13	234489	23.40-
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150840P	00137785	13000755	REPR PTS POLICE STOCK	10/31/13	234489	19.84-
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150787P	00137785	13000756	REPR PTS POLICE STOCK	10/31/13	234489	26.89-
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150701P	00137785	13000757	REPR PTS POLICE STOCK	10/31/13	234489	26.89-
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150559P	00137785	13000758	REPR PTS POLICE STOCK	10/31/13	234489	120.00-
MCMULLAN EQUIPMENT CO							
00001 MCMULLAN EQUIPMENT CO	150253P	00137785	13000759	REPR PTS POLICE STOCK	10/31/13	234489	299.25-
MCMULLAN EQUIPMENT CO							
Sum							
00001 MID SOUTH GLASS INC	0039511	00137699	13000672	MAP FRAME GLASS TRAFF/CONST	10/31/13	234493	52.80-
MID SOUTH GLASS INC							
Sum							
00001 MID SOUTH UNIFORM & SUPP	505046	00137559	13000522	BODY ARMOR POLICE DEPT	10/31/13	234494	672.00-
MID SOUTH UNIFORM & SUPP							
00001 MID SOUTH UNIFORM & SUPP	505162	00137095	13000558	REPLCMT NAME TAGS POLICE DEPT	10/31/13	234494	116.80-
MID SOUTH UNIFORM & SUPP							
00001 MID SOUTH UNIFORM & SUPP	505217	00136937	13000753	COLLAR INSIGNIA POLICE DEPT	10/31/13	234494	569.40-
MID SOUTH UNIFORM & SUPP							
Sum							
00001 MITCHELL TOOL SALES & SE	88320	00137597	13000577	HAND TOOLS CONSTR DEPT	10/31/13	234499	116.94-
MITCHELL TOOL SALES & SE							
Sum							
00001 MOORE, JONATHAN	42876	REVERS	00137018	13000546	10/31/13	234500	330.00-
MOORE, JONATHAN							
Sum							
00001 MOTOROLA CUSTOMER CONNEC	13982050	00136715	13000609	RADIO BATTERIES FIRE DEPT	10/31/13	234501	743.75-
MOTOROLA CUSTOMER CONNEC							
Sum							

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MOTOROLA CUSTOMER CONNEC Sum							743.75-
00001 MS ASSN OF CHIEFS OF POL	REG-BOLTON 1	00137739	13000662	REG-BOLTON-CONF TUPELO	10/31/13	234502	325.00-
MS ASSN OF CHIEFS OF POL Sum							325.00-
00001 MS BUSINESS JOURNAL	123989	00137776	13000639	SUBSCRIPTION RNWL M/ADM	10/31/13	234503	54.50-
MS BUSINESS JOURNAL Sum							54.50-
00001 MS ECONOMIC COUNCIL	REG-DUPREE 1	00137711	13000583	REG-DUPREE CONF JACKSON	10/31/13	234504	60.00-
MS ECONOMIC COUNCIL Sum							60.00-
00001 MS EMBROIDERY COMPANY	9360	00137339	13000765	SHIRTS ANIMAL CONTROL EMP	10/31/13	234505	339.99-
MS EMBROIDERY COMPANY Sum							339.99-
00001 MS GRASS NURSERY	25034	00137461	13000500	GRASS SOD VARI LOC STREET	10/31/13	234506	170.00-
MS GRASS NURSERY Sum							170.00-
00001 MS LAW ENFORCEMENT OFFIC	RANGE FEE-DA	00137695	13000595	RANGE FEE-DAVIS 11/11-15/13	10/31/13	234507	300.00-
MS LAW ENFORCEMENT OFFIC Sum							300.00-
00001 MS MUNICIPAL LEAGUE	REG-DUPREE 1	00137657	13000553	REG-DUPREE CONF JACKSON	10/31/13	234508	75.00-
MS MUNICIPAL LEAGUE Sum							75.00-
00001 MS PLANNING ASSN	REG-ELLARD 1	00137676	13000586	REG-ELLARD-CONF HATTIESBURG	10/31/13	234509	130.00-
00001 MS PLANNING ASSN	REG-BRANTLEY 1	00137834	13000770	REG-BRANTLEY-MEET-H'BURG	10/31/13	234509	130.00-
00001 MS PLANNING ASSN	REG-SCRUGGS 1	00137834	13000771	REG-SCRUGGS-MEET-H'BURG	10/31/13	234509	130.00-
00001 MS PLANNING ASSN	REG-MADDOX 1	00137834	13000772	REG-MADDOX-MEET-H'BURG	10/31/13	234509	130.00-
00001 MS PLANNING ASSN	REG-MARET 11	00137834	13000773	REG-MARET-MEET-H'BURG	10/31/13	234509	130.00-
MS PLANNING ASSN Sum							650.00-
00001 MS POWER COMPANY	10/13 GENERA	00020142	13000690	MONTHLY ELEC-GENERAL	10/31/13	234510	111,860.22-
MS POWER COMPANY Sum							111,860.22-
00001 MS STATE/EMP SECURITY CO	9200131111 1	00137780	13000745	UNEMP CLAIMS 3RD QTR 2013	10/31/13	234512	3,069.01-
MS STATE/EMP SECURITY CO Sum							3,069.01-

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NEWELL PAPER COMPANY	00001	573726	00137046	13000535 TOWEL DISPENSER AIRPORT MAINT	10/31/13	234514	33.33-
NEWELL PAPER COMPANY	00001	574433	00137046	13000536 SEAT COVER DISPENSERS	10/31/13	234514	21.64-
NEWELL PAPER COMPANY	00001	571789	00136549	13000646 JANIT SUPP POLICE DEPT	10/31/13	234514	241.05-
NEWELL PAPER COMPANY	00001	572791	00136549	13000647 JANIT SUPP POLICE DEPT	10/31/13	234514	296.14-
NEWELL PAPER COMPANY	00001	574867	00136549	13000648 JANIT SUPP POLICE DEPT	10/31/13	234514	174.78-
NEWELL PAPER COMPANY	00001	574631 (A)	00137354	13000649 JANIT SUPP POLICE DEPT	10/31/13	234514	1,331.85-
NEWELL PAPER COMPANY	00001	574631 (B)	00137754	13000650 ADDL AMT DUE PO#137354	10/31/13	234514	130.00-
NEWELL PAPER COMPANY	00001	47328	00136549	13000676 CREDIT	10/31/13	234514	121.36
NEWELL PAPER COMPANY	Sum						2,107.43-
OFFICE DEPOT INC	00001	678636344001	00137360	13000496 COMPUTER SUPP POLICE DEPT	10/31/13	234516	95.96-
OFFICE DEPOT INC	00001	1621559651	00137217	13000516 OFFICE SUPP INFO TECH	10/31/13	234516	2,307.47-
OFFICE DEPOT INC	00001	679325980001	00137440	13000752 VIDEO SYS DVD SUPP POLICE	10/31/13	234516	148.20-
OFFICE DEPOT INC	Sum						2,551.63-
PEANUTS TOWING SERVICE	00001	64590	00137685	13000592 TOWING U#17593 POLICE	10/31/13	234518	65.00-
PEANUTS TOWING SERVICE	00001	64576	00137685	13000593 TOWING CRIME SCENE VEHICLE	10/31/13	234518	100.00-
PEANUTS TOWING SERVICE	00001	64657	00137685	13000594 TOWING STOLEN CAR	10/31/13	234518	100.00-
PEANUTS TOWING SERVICE	00001	63979	00137538	13000611 TOWING U#10810 TRAFFIC	10/31/13	234518	75.00-
PEANUTS TOWING SERVICE	00001	64663	00137758	13000660 TOWING U#17593 POLICE	10/31/13	234518	65.00-
PEANUTS TOWING SERVICE	Sum						405.00-
PEARL RIVER VALLEY EPA (	00001	10/13 GENERA	00020142	13000692 MNTHLY 10/13 PUBLIC SERVICES	10/31/13	234519	17.24-
PEARL RIVER VALLEY EPA (	Sum						17.24-
PINE BELT OIL COMPANY IN	00001	1012944	00137586	13000599 WEEKLY GAS PUBLIC WORKS	10/31/13	234521	12,927.46-
PINE BELT OIL COMPANY IN	00001	1015629	00137586	13000600 WEEKLY DIESEL PUBLIC WORKS	10/31/13	234521	14,793.42-
PINE BELT OIL COMPANY IN	Sum						27,720.88-
PITNEY BOWES	00001	467029	00137241	13000495 INK CARTRIDGE	10/31/13	234523	220.99-
PITNEY BOWES	Sum						220.99-
POLK DIRECTORIES	00001	81482442	00137553	13000514 CITY DIRECTORIES VARI DEPTS	10/31/13	234524	580.00-
POLK DIRECTORIES	Sum						580.00-
PUCKETT MACHINERY COMPAN	00001	R3853405	00137370	13000503 EXCAVATOR DEBRIS RMVL TORNADO	10/31/13	234529	6,751.75-
PUCKETT MACHINERY COMPAN	00001	WOHB5254295	00137381	13000575 REPRS U#18035 STREET	10/31/13	234529	377.97-
PUCKETT MACHINERY COMPAN	Sum						7,129.72-
PUCKETT RENTS	00001	414279-0001	00137326	13000574 PAINT SUPP STREET DEPT	10/31/13	234530	191.52-

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PUCKETT RENTS Sum							
00001 PURVIS MOTORS LLC	34639	00137100	13000529	REPRS U#11945 TRAFFIC DEPT	10/31/13	234532	191.52-
PURVIS MOTORS LLC Sum							531.05-
00001 RJ YOUNG COMPANY	INV71979	00137644	13000555	COPIER 8/28-9/27 PLANNING	10/31/13	234534	531.05-
RJ YOUNG COMPANY Sum							695.81-
00001 ROBINSON ELECTRIC SUPPLY	2150300-00	00137514	13000621	ELEC SUPP SHOP STOCK	10/31/13	234536	695.81-
ROBINSON ELECTRIC SUPPLY Sum							66.68-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00137746	13000666	22 TITLE OPINIONS LAND CODE	10/31/13	234537	5,500.00-
ROGERS, KEVIN & ASSOCIAT Sum							5,500.00-
00001 ROPER SUPPLY CO LLC	44465	00136311	13000523	BLUE LIGHTS U#19307 POLICE	10/31/13	234539	1,766.95-
00001 ROPER SUPPLY CO LLC	44466	00136712	13000524	BAR LIGHTS VARI POLICE UNITS	10/31/13	234539	4,990.28-
ROPER SUPPLY CO LLC Sum							6,757.23-
00001 SACKS OUTDOOR SUPPLY	17901	00137390	13000497	CLOTH ALLOW-HOFFER-POLICE	10/31/13	234541	80.98-
00001 SACKS OUTDOOR SUPPLY	17930	00137571	13000520	CLOTH ALLOW-BYRD-POLICE	10/31/13	234541	130.47-
00001 SACKS OUTDOOR SUPPLY	17932	00137571	13000521	CLOTH ALLOW-ROCKHOLD-POLICE	10/31/13	234541	89.98-
SACKS OUTDOOR SUPPLY Sum							301.43-
00001 SCHAUS LLC	90713	00137753	13000645	CONSULTANT SERVS TORNADO	10/31/13	234542	3,118.00-
SCHAUS LLC Sum							3,118.00-
00001 SHERPER, JACOB (REFUND)	BUILDING PER	00201466	13000635	BUILDING PERMIT RFD	10/31/13	234543	500.00-
SHERPER, JACOB (REFUND) Sum							500.00-
00001 SHERPER, MICHAEL J PLLC	SERV 10/22-2	00137745	13000638	SERV 10/22-23/13 MUN COURT	10/31/13	234544	414.63-
SHERPER, MICHAEL J PLLC Sum							414.63-
00001 SHERWIN-WILLIAMS COMPANY	7235-4	00137448	13000671	PAINT SUPP PUBLIC WORKS	10/31/13	234545	122.42-
SHERWIN-WILLIAMS COMPANY Sum							122.42-
00001 SHOEMAKE, SHANNON	PETTY CASH 1	00137770	13000668	PETTY CASH TRAFFIC/CONSTR	10/31/13	234546	361.02-

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SHOEMAKE, SHANNON							
Sum							361.02-
00001 SHOWS DEARMAN & WAITS IN	17701	00137812	13000737	SRVS 8/25-9/21 CITY STANDARDS	10/31/13	234548	12,902.50-
Sum							12,902.50-
SHOWS DEARMAN & WAITS IN							
00001 SOLAR SUPPLY INC	3448858	00137346	13000494	HVAC SUPP TRAIN DEPOT	10/31/13	234553	80.70-
00001 SOLAR SUPPLY INC	3448937	00137387	13000504	A/C FILTERS PUBLIC WORKS	10/31/13	234553	150.80-
00001 SOLAR SUPPLY INC	3449093	00137593	13000625	HVAC SUPP CONSTR DEPT	10/31/13	234553	50.01-
SOLAR SUPPLY INC							
Sum							281.51-
SOUTHERN FINANCIAL SYSTE							
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/17	00201456	13000539	POLICE FINES COLL.FEE	10/31/13	234558	1,969.31-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 8/1/	00201457	13000540	POLICE FINES COLL.FEE	10/31/13	234558	2,843.30-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 8/16	00201458	13000541	POLICE FINES COLL.FEE	10/31/13	234558	3,361.72-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/3/	00201459	13000542	POLICE FINES COLL.FEE	10/31/13	234558	1,879.48-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 7/16/	00201460	13000543	POLICE FINES COLL.FEE	10/31/13	234558	543.38-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 8/1/1	00201461	13000544	POLICE FINES COLL.FEE	10/31/13	234558	434.88-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 9/3/1	00201462	13000545	POLICE FINES COLL.FEE	10/31/13	234558	17.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 9/17/	00201472	13000687	POLICE FINES COLL.FEE	10/31/13	234558	210.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/17	00201473	13000688	POLICE FINES COLL.FEE	10/31/13	234558	1,212.96-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/3	00201474	13000689	POLICE FINES COLL.FEE	10/31/13	234558	1,721.00-
SOUTHERN FINANCIAL SYSTE							
Sum							14,193.03-
SOUTHERN PINE ELECTRIC P							
00001 SOUTHERN PINE ELECTRIC P	10/13 GENERA	00020142	13000633	MNTHLY 10/13 PUBLIC SERVICES	10/31/13	234560	60.77-
SOUTHERN PINE ELECTRIC P							
Sum							60.77-
SOUTHERN PIPE & SUPPLY C							
00001 SOUTHERN PIPE & SUPPLY C	6965003-00	00136939	13000578	A/C MT BRACKETS HEALTH SHED	10/31/13	234561	3,576.32-
SOUTHERN PIPE & SUPPLY C							
Sum							3,576.32-
SOUTHERNGROUP (GALEY)							
00001 SOUTHERNGROUP (GALEY)	HATTIES-02 2	00137680	13000588	BOND MAYOR DUPREE 10/13-10/14	10/31/13	234563	350.00-
00001 SOUTHERNGROUP (GALEY)	HATTIES-02 1	00137687	13000591	POLYGRAPH BOND RAYNER 3/13-14	10/31/13	234563	100.00-
00001 SOUTHERNGROUP (GALEY)	HATTIES-02 2	00137741	13000657	BOND RNWL CHIEF BOLTON	10/31/13	234563	175.00-
SOUTHERNGROUP (GALEY)							
Sum							625.00-
SPORTS GRAFIXS INC							
00001 SPORTS GRAFIXS INC	23931	00137643	13000552	HEALTHY HOMETOWN T-SHIRTS	10/31/13	234565	577.00-
SPORTS GRAFIXS INC							
Sum							577.00-
STANDARD OFFICE SUPPLY C							
00001 STANDARD OFFICE SUPPLY C	0038833-001	00137465	13000515	OFFICE SUPP HUMAN RES	10/31/13	234566	251.62-
00001 STANDARD OFFICE SUPPLY C	0038118-001	00136671	13000518	COPY PAPER/OFFICE SUPP	10/31/13	234566	1,439.40-
00001 STANDARD OFFICE SUPPLY C	0038688-001	00137262	13000549	OFFICE SUPP MUN COURT	10/31/13	234566	1,948.88-
00001 STANDARD OFFICE SUPPLY C	0038861-001	00137499	13000550	OFFICE SUPP MUN COURT	10/31/13	234566	182.89-
00001 STANDARD OFFICE SUPPLY C	0038281-001	00136782	13000560	LETTERHEAD/ENVELOPES POLICE	10/31/13	234566	874.50-

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STANDARD OFFICE SUPPLY C Sum							4,697.29-
00001 STATE FIRE ACADEMY	21213 CHENNA	00137535	13000570	SUB FEE HANETHO 10/7/13	10/31/13	234567	30.00-
00001 STATE FIRE ACADEMY	21289 CHENNA	00137729	13000663	SUB FEE CHENNAULT/HANETHO	10/31/13	234567	60.00-
STATE FIRE ACADEMY Sum							90.00-
00001 TAYLOR TOWING	PO#137772	10	00137772	13000661 TOWING SEIZED VEHICLE	10/31/13	234569	185.00-
TAYLOR TOWING Sum							185.00-
00001 TEST-CALIBRATION COMPANY	42800	00137018	13000731	REPR PTS U#15064 FIRE DEPT	10/31/13	234570	1,903.06-
00001 TEST-CALIBRATION COMPANY	42876	00137018	13000732	CREDIT	10/31/13	234570	330.00
TEST-CALIBRATION COMPANY Sum							1,573.06-
00001 TREASURY STATE OF MISSIS	LICENSE FEE-	00137743	13000655	POLYGRAPH EXAMINERS LICENSE	10/31/13	234572	100.00-
TREASURY STATE OF MISSIS Sum							100.00-
00001 TRUCKPRO INC	039-0537257	00137153	13000627		10/31/13	234575	450.87-
00001 TRUCKPRO INC	039-0537962	00137321	13000628	REPR PTS SANIT STOCK	10/31/13	234575	898.99-
TRUCKPRO INC Sum							1,349.86-
00001 UNITED PARCEL SERVICE IN	00008E1Y1541	00137686	13000590	SHIP CHGS 10/4,10/8 POLICE	10/31/13	234578	13.92-
UNITED PARCEL SERVICE IN Sum							13.92-
00001 WAL-MART STORES INC	000834	00136856	13000567	COFFEE SUPP HOMELAND SEC MEET	10/31/13	234585	78.90-
WAL-MART STORES INC Sum							78.90-
00001 WARREN PAVING INC	810773	00136763	13000538	HOT MIX MAGNOLIA TO PENTON ST	10/31/13	234587	9,849.94-
WARREN PAVING INC Sum							9,849.94-
00001 WASTE MANAGEMENT OF SOUT	0006966-2526	00137681	13000597	REFUSE DISPOSAL 10/1-15 SANIT	10/31/13	234588	4,495.26-
WASTE MANAGEMENT OF SOUT Sum							4,495.26-
00001 WASTE PRO HATTIESBURG	0000322326	00137714	13000598	RECYCLE HAUL CHGS SANIT	10/31/13	234589	1,519.83-
WASTE PRO HATTIESBURG Sum							1,519.83-

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00001 WATERS INTERNATIONAL TRU	8-232900067	00137539	13000502	REPR PTS U#13982 STREET	10/31/13	234590	195.59-
00001 WATERS INTERNATIONAL TRU	8-232910067	00137577	13000537	REPR PTS U#12891 CEMETERY	10/31/13	234590	131.58-
00001 WATERS INTERNATIONAL TRU	232950001	00137546	13000579	REPRS U#16010 FORESTRY	10/31/13	234590	484.22-
WATERS INTERNATIONAL TRU							811.39-
Sum							
00001 WATTS BROTHERS TRACTOR C	151984	00137000	13000615	TIRES/TUBES U#15515 STREET	10/31/13	234591	728.10-
WATTS BROTHERS TRACTOR C							728.10-
Sum							
00001 WILLMUT GAS & OIL COMPAN	10/13 GENERA	00020142	13000632	MONTHLY GAS-GENERAL	10/31/13	234595	107.47-
WILLMUT GAS & OIL COMPAN							107.47-
Sum							
00001 WOULLARD, ALEXIA (REFUND					10/31/13	234597	666.25-
WOULLARD, ALEXIA (REFUND							666.25-
Sum							
00001 1ST SOURCE SERVALL	ID8400075	00136252	13000528	AIR FILTERS TRAFFIC SIGNALS	10/31/13	234598	199.80-
1ST SOURCE SERVALL							199.80-
Sum							
Sum							1,295,666.04-

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	261519	00137502	13000112	SEED SPREADERS/SPRAYERS	10/31/13	234358	269.00-
00002 A & R FARM AND GARDEN	260977	00137612	13000132	BACKPACK SPRAYER GRNDS CREW	10/31/13	234358	90.00-
A & R FARM AND GARDEN							
Sum							359.00-
00002 AAMCO TRANS/AUTOMOTIVE S	127050	00137563	13000149	REPR PTS U#6111 GRNDS MAINT	10/31/13	234359	224.98-
AAMCO TRANS/AUTOMOTIVE S							
Sum							224.98-
00002 AGEE, LESLIE	OFFICIAL 10/	00201477	13000168	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234362	24.00-
AGEE, LESLIE							
Sum							24.00-
00002 ALL SOUTH PORTABLE SANIT	12237	00137500	13000138	PORTALET TOWN SQ PK 10/19/13	10/31/13	234363	260.00-
00002 ALL SOUTH PORTABLE SANIT	12238	00137500	13000139	PORTALET CHAIN PK FESTIVAL	10/31/13	234363	195.00-
ALL SOUTH PORTABLE SANIT							
Sum							455.00-
00002 ALBRITTON CHAIN SAW & L	29667	00137486	13000102	AUGERS GRNDS MAINT CREW	10/31/13	234364	489.94-
ALBRITTON CHAIN SAW & L							
Sum							489.94-
00002 BELL, DEVON	OFFICIAL 10/	00201476	13000180	OFFICIAL-SOFTBALL/TACKLE	10/31/13	234375	156.00-
BELL, DEVON							
Sum							156.00-
00002 BETTS, SHERMAN	OFFICIAL 10/	00201476	13000181	OFFICIAL-SOFTBALL/TACKLE	10/31/13	234376	207.00-
BETTS, SHERMAN							
Sum							207.00-
00002 BOND, MARK	OFFICIAL 10/	00201476	13000182	OFFICIAL-ADULT SOFTBALL	10/31/13	234380	86.00-
BOND, MARK							
Sum							86.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0125004	00137437	13000105	REPRS U#17562 GRNDS MAINT	10/31/13	234383	133.98-
00002 BRACKMAN MOWER WAREHOUSE	IN0125002	00137438	13000106	REPRS U#17998 GRNDS MAINT	10/31/13	234383	25.23-
00002 BRACKMAN MOWER WAREHOUSE	IN0125003	00137442	13000107	REPRS U#17562 GRNDS MAINT	10/31/13	234383	474.15-
00002 BRACKMAN MOWER WAREHOUSE	0125046	00137531	13000127	MOWER REPR PTS GRNDS MAINT	10/31/13	234383	709.36-
00002 BRACKMAN MOWER WAREHOUSE	IN0124857	00137035	13000151	REPRS U#17714 GRNDS MAINT	10/31/13	234383	1,103.56-
BRACKMAN MOWER WAREHOUSE							
Sum							2,446.28-
00002 BROWN, JAWAN	SPORTS SERVS 00201475	13000199	SPORTS SUPPORT SERVICES		10/31/13	234385	42.00-
BROWN, JAWAN							
Sum							42.00-

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BURKE, HOWARD Sum	00002	OFFICIAL 10/	00201476	13000183 OFFICIAL-ADULT SOFTBALL	10/31/13	234389	102.00-
00002 C SPIRE WIRELESS (CELLUL	9/23/13-10/2	00201468	13000159	CELL SERV 10/13 PARKS & REC	10/31/13	234392	198.44-
C SPIRE WIRELESS (CELLUL	Sum						198.44-
00002 CAMPER CITY OF HATTIESBU	24694	00137544	13000128	TRAILER REPRS	10/31/13	234393	330.00-
CAMPER CITY OF HATTIESBU	Sum						330.00-
00002 CARQUEST AUTO PARTS STOR	14758-15520	00137595	13000135	REPR PTS U#15982	10/31/13	234394	229.90-
CARQUEST AUTO PARTS STOR	Sum						229.90-
00002 CARTER, MICHAEL	OFFICIAL 10/	00201477	13000169	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234395	84.00-
CARTER, MICHAEL	Sum						84.00-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 11/1	00201478	13000212	TRF 1ST 11/13 PAYROLL	10/29/13	36670	42,483.72-
CITY OF HATTIESBURG FUND	Sum						42,483.72-
00002 CLEMENTS HARDWARE	107367	00137506	13000114	GRINDER/WHEELS GRNDS MAINT	10/31/13	234399	114.96-
CLEMENTS HARDWARE	Sum						114.96-
00002 COBURN'S SUPPLY CO INC	606312482	00137299	13000122	WTR FOUNTAIN CE ROY WALK TRL	10/31/13	234400	443.55-
00002 COBURN'S SUPPLY CO INC	606312472	00137312	13000123	WTR FOUNTAIN EASTSIDE PARK	10/31/13	234400	443.55-
00002 COBURN'S SUPPLY CO INC	606312510	00137314	13000124	WTR FOUNTAIN CAMERON FIELD	10/31/13	234400	443.55-
00002 COBURN'S SUPPLY CO INC	606312490	00137317	13000125	WTR FOUNTAIN MCCARTY PARK	10/31/13	234400	443.55-
COBURN'S SUPPLY CO INC	Sum						1,774.20-
00002 COOK, JANICE	OFFICIAL 10/	00201477	13000170	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234403	300.00-
COOK, JANICE	Sum						300.00-
00002 COOLEY, NIKITA	SPORTS SERVS	00201475	13000200	SPORTS SUPPORT SERVICES	10/31/13	234404	105.00-
COOLEY, NIKITA	Sum						105.00-
00002 COURTESY MOTORS INC	408102	00137727	13000150	REPR PTS U#9167 GRNDS MAINT	10/31/13	234407	139.75-
COURTESY MOTORS INC	Sum						139.75-

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00002 CURTIS, MALCOLM	OFFICIAL 10/	00201476	13000184	OFFICIAL-ADULT SOFTBALL	10/31/13	234409	102.00-
Sum							102.00-
00002 DIXON, TIMOTHY	OFFICIAL 10/	00201476	13000185	OFFICIAL-ADULT SOFTBALL	10/31/13	234416	85.00-
Sum							85.00-
DIXON, TIMOTHY							85.00-
00002 EASTERLING, ISAIAH (POLI	OFFICIAL 10/	00201476	13000186	OFFICIAL-ADULT SOFTBALL	10/31/13	234418	51.00-
Sum							51.00-
EASTERLING, ISAIAH (POLI							51.00-
00002 ECONOMY SUPPLY CO	201357	00137208	13000108	RPLCMNT LOCK SAN ANTONIO FLD	10/31/13	234419	28.50-
00002 ECONOMY SUPPLY CO	201421	00137474	13000117	BLDG MATLS CAMERON TENNIS CRT	10/31/13	234419	226.53-
Sum							255.03-
ECONOMY SUPPLY CO							255.03-
00002 ELKINS WHOLESALE INC	189600-00	00137522	13000110	JANIT SUPP GRNDS MAINT	10/31/13	234420	206.40-
Sum							206.40-
ELKINS WHOLESALE INC							206.40-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201476	13000187	OFFICIAL-ADULT SOFTBALL	10/31/13	234423	136.00-
Sum							136.00-
ESTERS, WILLARD (BUTCH)							136.00-
00002 FERGUSON, TERRELL	SPORTS SERVS	00201475	13000201	SPORTS SUPPORT SERVICES	10/31/13	234427	42.00-
Sum							42.00-
FERGUSON, TERRELL							42.00-
00002 FLOWERS BY MARIAM	14822	00137065	13000115	BREAST CANCER AWARENESS BOWS	10/31/13	234431	144.00-
00002 FLOWERS BY MARIAM	14822(B)	00137527	13000116	ADDL AMT DUE PO#137065	10/31/13	234431	96.00-
Sum							240.00-
FLOWERS BY MARIAM							240.00-
00002 G & K SERVICES	1035423043	00137619	13000160	MATS 10/01 GRNDS MAINT	10/31/13	234437	3.40-
00002 G & K SERVICES	1035425204	00137619	13000161	MATS 10/08 GRNDS MAINT	10/31/13	234437	3.40-
00002 G & K SERVICES	1035427356	00137619	13000162	MATS 10/15 GRNDS MAINT	10/31/13	234437	3.40-
00002 G & K SERVICES	1035429517	00137619	13000163	MATS 10/22 GRNDS MAINT	10/31/13	234437	3.40-
00002 G & K SERVICES	1035423042	00137619	13000164	UNIFORMS 10/01 GRNDS MAINT	10/31/13	234437	96.18-
00002 G & K SERVICES	1035425203	00137619	13000165	UNIFORMS 10/08 GRNDS MAINT	10/31/13	234437	96.18-
00002 G & K SERVICES	1035427355	00137619	13000166	UNIFORMS 10/15 GRNDS MAINT	10/31/13	234437	96.18-
00002 G & K SERVICES	1035429516	00137619	13000167	UNIFORMS 10/22 GRNDS MAINT	10/31/13	234437	100.18-
Sum							402.32-
G & K SERVICES							402.32-
00002 GILKEY ELECTRIC SUPPLY C	249660	00137074	13000118	ELEC SUPP-TOWN SQ PK STAGE	10/31/13	234442	1,002.55-
00002 GILKEY ELECTRIC SUPPLY C	249881	00137074	13000119	ELEC SUPP TOWN SQ PK STAGE	10/31/13	234442	25.63-
00002 GILKEY ELECTRIC SUPPLY C	249986	00137074	13000120	ELEC SUPP TOWN SQ PK STAGE	10/31/13	234442	19.09-

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GRIKEY ELECTRIC SUPPLY C Sum							
00002 GREEN FOREST NURSERY INC	21332	00137519	13000146	GINKO TREES VETERANS PARK	10/31/13	234446	1,047.27-
Sum							240.00-
GREEN FOREST NURSERY INC							
00002 GRIFFIN, MICHAEL	OFFICIAL 10/	00201477	13000171	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234447	96.00-
Sum							96.00-
GRIFFIN, MICHAEL							
00002 H'BURG ARTS COUNCIL	2014 CONTRAC	00137777	13000155	2014 CONTRACT 10/13-9/14	10/31/13	234448	20,760.00-
Sum							20,760.00-
H'BURG ARTS COUNCIL							
00002 H'BURG YOUTH SOCCER ASSN	2014 CONTRAC	00137767	13000156	2014 CONTRACT 10/13-9/14	10/31/13	234450	10,000.00-
Sum							10,000.00-
H'BURG YOUTH SOCCER ASSN							
00002 HOOKER, CONNELLA	OFFICIAL 10/	00201477	13000172	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234456	96.00-
Sum							96.00-
HOOKER, CONNELLA							
00002 HOOKER, JOSHUA	SPORTS SERVS	00201475	13000202	SPORTS SUPPORT SERVICES	10/31/13	234457	42.00-
Sum							42.00-
HOOKER, JOSHUA							
00002 INDOFF INC	2356606	00137492	13000145	OFFICE SUPP GRNDS MAINT	10/31/13	234461	51.65-
Sum							51.65-
INDOFF INC							
00002 IRBY, STUART C CO	S007886818.0	00137286	13000154	LED LIGHTS TOWN SQUARE PARK	10/31/13	234465	4,730.00-
Sum							4,730.00-
IRBY, STUART C CO							
00002 JET CONSTRUCTION	1728	00137495	13000111	TOPSOIL AIRPORT CRICKET GRNDS	10/31/13	234467	300.00-
Sum							300.00-
JET CONSTRUCTION							
00002 JONES, ANN	PETTY CASH 1	00137618	13000131	PETTY CASH GRNDS MAINT	10/31/13	234470	222.89-
Sum							222.89-
JONES, ANN							
00002 KETTLEY, ANNETTE	SPORTS SERVS	00201475	13000203	SPORTS SUPPORT SERVICES	10/31/13	234471	112.00-
Sum							112.00-
KETTLEY, ANNETTE							

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Sum							
00002 KEYS, MECHEKA				SPORTS SERVS 00201475 13000204 SPORTS SUPPORT SERVICES	10/31/13	234472	112.00-
Sum							
00002 KIRKSEY, JOHNATHAN				OFFICIAL 10/ 00201476 13000188 OFFICIAL-TACKLE FOOTBALL	10/31/13	234473	205.00-
Sum							
KIRKSEY, JOHNATHAN							205.00-
Sum							
00002 KIRKSEY, NANCY JONES				SPORTS SERVS 00201475 13000205 SPORTS SUPPORT SERVICES	10/31/13	234474	200.00-
Sum							
KIRKSEY, NANCY JONES							200.00-
Sum							
00002 LANCASTER'S MACHINE & WE				00137603 13000136 REPR TRAILER BED U#17050	10/31/13	234475	532.00-
Sum							
00002 LANCASTER'S MACHINE & WE				00137640 13000137 REPR 16' TRAILER	10/31/13	234475	293.00-
Sum							
LANCASTER'S MACHINE & WE							825.00-
Sum							
00002 LANGHAM, PAUL				OFFICIAL 10/ 00201477 13000173 OFFICIAL-ADULT FLAG FTBALL	10/31/13	234476	30.00-
Sum							
LANGHAM, PAUL							30.00-
Sum							
00002 LEE, REGINALD				OFFICIAL 10/ 00201476 13000189 OFFICIAL-FOOTBALL	10/31/13	234477	155.00-
Sum							
LEE, REGINALD							155.00-
Sum							
00002 LOWE, JAMES A				OFFICIAL 10/ 00201477 13000174 OFFICIAL-ADULT FLAG FTBALL	10/31/13	234481	48.00-
Sum							
LOWE, JAMES A							48.00-
Sum							
00002 MACK, JUSTIN				OFFICIAL 10/ 00201477 13000175 OFFICIAL-ADULT FLAG FTBALL	10/31/13	234484	12.00-
Sum							
MACK, JUSTIN							12.00-
Sum							
00002 MCELHANEY PLUMBING INC				212191 00137394 13000103 PLUMB SUPP TATUM SOFTBALL	10/31/13	234488	95.50-
Sum							
00002 MCELHANEY PLUMBING INC				211980 00137353 13000126 PLUMB SUPP TMBRTN UPR FLD	10/31/13	234488	198.95-
Sum							
MCELHANEY PLUMBING INC							294.45-
Sum							
00002 MCNAIR, EVELENE				OFFICIAL 10/ 00201476 13000190 OFFICIAL-SOFTBALL	10/31/13	234490	207.00-
Sum							
MCNAIR, EVELENE							207.00-
Sum							
00002 MCSWAIN, ZA'TARRA				OFFICIAL 10/ 00201477 13000176 OFFICIAL-ADULT FLAG FTBALL	10/31/13	234491	96.00-
Sum							
MCSWAIN, ZA'TARRA							96.00-

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Sum							96.00-
00002 MIKE'S TIRE & WHEEL CO	2170464	00137409	13000104	TIRE REPR U#18561	10/31/13	234495	29.16-
00002 MIKE'S TIRE & WHEEL CO	2170573	00137600	13000152	TIRES U#17997 GRNDS MAINT	10/31/13	234495	87.67-
00002 MIKE'S TIRE & WHEEL CO	2170616	00137641	13000153	TIRE/TUBE U#17085 GRNDS MAINT	10/31/13	234495	14.70-
MIKE'S TIRE & WHEEL CO							131.53-
Sum							119.00-
00002 MILLER, CLIFF	OFFICIAL 10/	00201476	13000191	OFFICIAL-ADULT SOFTBALL	10/31/13	234496	119.00-
MILLER, CLIFF							119.00-
Sum							2,474.46-
00002 MINGLEDORFF'S INC	5022264-00	00137515	13000121	A/C UNIT TATUM SOCCER	10/31/13	234497	2,474.46-
MINGLEDORFF'S INC							2,474.46-
Sum							170.00-
00002 MINGO, DEMYRON MANDELA	OFFICIAL 10/	00201476	13000192	OFFICIAL-ADULT SOFTBALL	10/31/13	234498	170.00-
MINGO, DEMYRON MANDELA							170.00-
Sum							15,809.72-
00002 MS POWER COMPANY	10/13 PKS/RE	00020142	13000158	MONTHLY ELEC-PARKS & REC	10/31/13	234510	15,809.72-
MS POWER COMPANY							15,809.72-
Sum							125.00-
00002 MS RECYCLING COALITION	REG-JONES 10	00137677	13000143	REG-JONES-CONF BAY ST LOUIS	10/31/13	234511	125.00-
MS RECYCLING COALITION							125.00-
Sum							365.36-
00002 MS STATE/EMP SECURITY CO	9200131000 1	00137780	13000215	UNEMP CLAIMS 3RD QTR 2013	10/31/13	234512	365.36-
MS STATE/EMP SECURITY CO							365.36-
Sum							204.00-
00002 NORRIS, RANDY	OFFICIAL 10/	00201476	13000193	OFFICIAL-ADULT SOFTBALL	10/31/13	234515	204.00-
NORRIS, RANDY							204.00-
Sum							3,095.00-
00002 PIONEER MANUFACTURING CO	INV499019	00137468	13000134	BALLFIELD MARKING PAINT	10/31/13	234522	843.60-
00002 PIONEER MANUFACTURING CO	INV498912	00137374	13000216	PAINT MACHINE PARTS	10/31/13	234522	2,245.00-
00002 PIONEER MANUFACTURING CO	INV499567	00137580	13000217	PAINT MACHINE FOR BALLPARKS	10/31/13	234522	6,183.60-
PIONEER MANUFACTURING CO							6,183.60-
Sum							154.00-
00002 POWELL, RANDY	SPORTS SERV	00201475	13000206	SPORTS SUPPORT SERVICES	10/31/13	234526	154.00-
POWELL, RANDY							154.00-
Sum							375.00-
00002 PRIDE CLEANERS	6787	00137818	13000214	CLEAN YTH TACKLE FTBL JERSEYS	10/31/13	234528	375.00-

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PRIDE CLEANERS							
Sum							
00002 ROLLIN, JACOB	OFFICIAL 10/	00201477	13000178	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234538	375.00-
ROLLIN, JACOB							12.00-
Sum							
00002 SHOULTZ, PATRICK TODD	OFFICIAL 10/	00201476	13000194	OFFICIAL-ADULT SOFTBALL	10/31/13	234547	102.00-
SHOULTZ, PATRICK TODD							102.00-
Sum							
00002 SIMPSON, LYNN	OFFICIAL 10/	00201476	13000195	OFFICIAL-ADULT SOFTBALL	10/31/13	234550	68.00-
SIMPSON, LYNN							68.00-
Sum							
00002 SIMPSON, NELDA	SPORTS SERV	00201475	13000207	SPORTS SUPPORT SERVICES	10/31/13	234551	56.00-
SIMPSON, NELDA							56.00-
Sum							
00002 SMITH, THOMAS III	OFFICIAL 10/	00201477	13000177	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234552	48.00-
SMITH, THOMAS III							48.00-
Sum							
00002 SOLAR SUPPLY INC		3449094	00137596	13000133 A/C REPR PTS TATUM SOCCER	10/31/13	234553	103.09-
SOLAR SUPPLY INC							103.09-
Sum							
00002 SOUTH MS ART ASSN (SMAA)	2014 CONTRAC	00137771	13000157	2014 CONTRACT 10/13-9/14	10/31/13	234554	13,000.00-
SOUTH MS ART ASSN (SMAA)							13,000.00-
Sum							
00002 SOUTH, CASSIUS	SPORTS SERV	00201475	13000208	SPORTS SUPPORT SERVICES	10/31/13	234556	49.00-
SOUTH, CASSIUS							49.00-
Sum							
00002 SPEEDY PRINTING & SIGNS	18641	00137204	13000109	KHB SIGN HOPE DRIVE NBRHOOD	10/31/13	234564	235.00-
00002 SPEEDY PRINTING & SIGNS	18628	00137113	13000129	LETTERING U#19352	10/31/13	234564	18.00-
00002 SPEEDY PRINTING & SIGNS	18648	00137261	13000130	LETTERING U#19370	10/31/13	234564	18.00-
SPEEDY PRINTING & SIGNS							
Sum							271.00-
00002 STANDARD OFFICE SUPPLY C	0038893-001	00137272	13000140	COMP TABLE CHAIR SENIOR CNTR	10/31/13	234566	179.00-
STANDARD OFFICE SUPPLY C							179.00-
Sum							
00002 TROTTER, COREY	OFFICIAL 10/	00201476	13000196	OFFICIAL-ADULT SOFTBALL	10/31/13	234573	136.00-

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TROTTER, COREY Sum										
00002 TROTTER, WILLIE	OFFICIAL 10/	00201476	13000197	OFFICIAL-ADULT SOFTBALL	10/31/13	234574	51.00-			
TROTTER, WILLIE Sum							51.00-			
00002 VARNADO, UNDRA	SPORTS SERVS	00201475	13000209	SPORTS SUPPORT SERVICES	10/31/13	234580	112.00-			
VARNADO, UNDRA Sum							112.00-			
00002 VESELY'S NURSERY	PO#137529	10	00137529	13000113 MUMS CITY HALL LANDSCAPE	10/31/13	234583	262.50-			
00002 VESELY'S NURSERY	PO#137029	10	00137029	13000147 YELLOW MUMS CITY HALL	10/31/13	234583	420.00-			
00002 VESELY'S NURSERY	PO#137029	10	00137029	13000148 YELLOW MUMS CITY HALL	10/31/13	234583	350.00-			
VESELY'S NURSERY Sum							1,032.50-			
00002 VINCENT, CALVIN JR	SPORTS SERVS	00201475	13000210	SPORTS SUPPORT SERVICES	10/31/13	234584	200.00-			
VINCENT, CALVIN JR Sum							200.00-			
00002 WAL-MART STORES INC	002447		00136639	13000141 TIDE/BLEACH YOUTH TACKLE 2013	10/31/13	234585	81.20-			
00002 WAL-MART STORES INC	006131		00137273	13000142 SUPP SENIOR CT LUNCHEON 10/10	10/31/13	234585	95.39-			
WAL-MART STORES INC Sum							176.59-			
00002 WALKER, TEDDRIC	OFFICIAL 10/	00201476	13000198	OFFICIAL-ADULT SOFTBALL	10/31/13	234586	272.00-			
WALKER, TEDDRIC Sum							272.00-			
00002 WHEELER, CURTIS	SPORTS SERVS	00201475	13000213	SPORTS SUPPORT SERVICES	10/31/13	234593	105.00-			
WHEELER, CURTIS Sum							105.00-			
00002 WILSON, CORDARRIN	OFFICIAL 10/	00201477	13000179	OFFICIAL-ADULT FLAG FTBALL	10/31/13	234596	96.00-			
WILSON, CORDARRIN Sum							96.00-			
Sum							133,935.03-			

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PAYROLL FUND							
00006 ADVANCED RECOVERY SYSTEM	9963,6028	00201413	13000046	GARNISHMENT	10/22/13	18250	285.84-
ADVANCED RECOVERY SYSTEM							
Sum							285.84-
00006 ADVANTAGE FINANCIAL SERV	8364	00201413	13000047	GARNISHMENT	10/22/13	18251	277.97-
ADVANTAGE FINANCIAL SERV							
Sum							277.97-
00006 ASSURANCE CREDIT CORP (G	3629	00201413	13000055	GARNISHMENT	10/22/13	18259	57.86-
ASSURANCE CREDIT CORP (G							
Sum							57.86-
00006 AUTOMATED COLLECTION SER	5257	00201413	13000044	GARNISHMENT	10/22/13	18248	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 CHILD SUPPORT ENFORCEMEN	3871	00201416	13000025	CHILD SUPPORT	10/21/13	18229	200.00-
CHILD SUPPORT ENFORCEMEN							
Sum							200.00-
00006 CONVILLE & CONVILLE PLLC	5838	00201413	13000033	GARNISHMENT	10/22/13	18238	170.96-
CONVILLE & CONVILLE PLLC							
Sum							170.96-
00006 COUCH CONVILLE AND BLITT	6979	00201413	13000036	GARNISHMENT	10/22/13	18241	157.56-
COUCH CONVILLE AND BLITT							
Sum							157.56-
00006 ECMC (GARN)	8165	00201413	13000048	GARNISHMENT	10/22/13	18252	256.80-
ECMC (GARN)							
Sum							256.80-
00006 FAMILY SUPPORT PAYMENT C	9865	00201416	13000029	CHILD SUPPORT	10/21/13	18233	1,092.67-
FAMILY SUPPORT PAYMENT C							
Sum							1,092.67-
00006 FIRST HERITAGE CREDIT (G	9891	00201413	13000045	GARNISHMENT	10/22/13	18249	53.60-
FIRST HERITAGE CREDIT (G							
Sum							53.60-
00006 FORREST CTY CIRCUIT COUR	8772	00201413	13000054	GARNISHMENT	10/22/13	18258	407.39-
FORREST CTY CIRCUIT COUR							
Sum							407.39-
00006 GAYLE SMITH	4645	00201416	13000030	CHILD SUPPORT	10/21/13	18234	302.38-

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GAYLE SMITH Sum							
00006 GREAT LAKES HIGHER EDUCA	1583	00201413	13000038	GARNISHMENT	10/22/13	18242	302.38-
GREAT LAKES HIGHER EDUCA Sum							12.12-
00006 GREGORY, WILLIAM PHILLIP	7200	00201413	13000039	GARNISHMENT	10/22/13	18243	337.02-
GREGORY, WILLIAM PHILLIP Sum							337.02-
00006 H F S RECOVERY (GARN)	5621,0906	00201413	13000042	GARNISHMENTS	10/22/13	18246	588.00-
H F S RECOVERY (GARN) Sum							588.00-
00006 HENLEY, LOTTERHOS & HENL	9998,5994,76	00201413	13000034	GARNISHMENT	10/22/13	18239	1,032.68-
HENLEY, LOTTERHOS & HENL Sum							1,032.68-
00006 JOHN R REEVES PC (CHIL	6467	00201416	13000027	CHIL	10/21/13	18231	150.00-
JOHN R REEVES PC (CHIL Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	00201416	13000023	CHIL	10/21/13	18227	540.00-
LAMAR CTY CHANCERY CLERK Sum							540.00-
00006 MARYLAND CHIL	9864	00201416	13000026	CHIL	10/21/13	18230	615.00-
MARYLAND CHIL							615.00-
Sum							
00006 MENDELSON LAW FIRM (GARN	9865	00201413	13000057	GARNISHMENT	10/22/13	18261	39.01-
MENDELSON LAW FIRM (GARN Sum							39.01-
00006 MONEY NOW (GARN)	1885	00201413	13000041	GARNISHMENT	10/22/13	18245	406.93-
MONEY NOW (GARN) Sum							406.93-
00006 NC CHIL	7589	00201416	13000024	CHIL	10/21/13	18228	220.00-
NC CHIL							220.00-
Sum							
00006 NEBRASKA CHIL	4840	00201416	13000032	CHIL	10/21/13	18236	125.00-
NEBRASKA CHIL							125.00-
Sum							

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Sum							125.00-
00006 PIPPY REAL ESTATE LLC	6809	00201413	13000035	GARNISHMENT	10/22/13	18240	37.65-
Sum							37.65-
00006 REPUBLIC FINANCE INC	(G 8663	00201413	13000051	GARNISHMENT	10/22/13	18255	205.12-
Sum							205.12-
00006 RICHLAND COUNTY FAMILY C	4941	00201416	13000031	CHILD SUPPORT	10/21/13	18235	183.76-
Sum							183.76-
00006 STEADMAN, SUSAN K (GARN)	6602	00201413	13000053	GARNISHMENT	10/22/13	18257	267.62-
Sum							267.62-
STEADMAN, SUSAN K (GARN)							267.62-
Sum							267.62-
00006 STEVEN D SLADE (GARN)	0474	00201413	13000049	GARNISHMENT	10/22/13	18253	435.92-
Sum							435.92-
STEVEN D SLADE (GARN)							435.92-
Sum							435.92-
00006 STOKES & CLINTON PC (GAR	4935,9388	00201413	13000056	GARNISHMENTS	10/22/13	18260	617.86-
Sum							617.86-
STOKES & CLINTON PC (GAR							617.86-
Sum							617.86-
00006 UNITED CREDIT CORP (GARN	3492	00201413	13000040	GARNISHMENT	10/22/13	18244	395.49-
Sum							395.49-
UNITED CREDIT CORP (GARN							395.49-
Sum							395.49-
00006 WINN BROWN LAW FIRM,THE	1425,9380	00201413	13000052	HARNISHMENTS	10/22/13	18256	310.96-
Sum							310.96-
WINN BROWN LAW FIRM,THE							310.96-
Sum							310.96-
Sum							9,934.43-

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WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	20097 WTR OF	00137673	13000135	SERVS 10/13 WTR OFFICE	10/31/13	234360	495.00-
Sum							
ADVANCED JANITORIAL SERV							495.00-
00009 AUTO ARMATURE SERVICE IN	11136		00137649	13000140 BATTERY U#9743 PLANT	10/31/13	234371	109.95-
Sum							
AUTO ARMATURE SERVICE IN							109.95-
00009 AUTO ZONE	0139690364		00137575	13000145 REPR PTS U#13080 LAGOON	10/31/13	234372	212.05-
Sum							
AUTO ZONE							212.05-
00009 BLOSSMAN GAS INC	315560		00137549	13000109 PROPANE PLANT FORKLIFT	10/31/13	234377	46.00-
Sum							
BLOSSMAN GAS INC							46.00-
00009 BONNER ANALYTICAL TESTIN	53726		00137633	13000124 BOIL WTR SAMPLES VARI LOC	10/31/13	234381	159.00-
Sum							
BONNER ANALYTICAL TESTIN							159.00-
00009 BRUNINI	192263		00137828	13000166 SRVS SEWER TRTMT GROUNDWORK	10/31/13	234386	23,917.31-
00009 BRUNINI	192262		00137828	13000167 SRVS GULF RESTORATN NETWORK	10/31/13	234386	17,451.00-
Sum							
BRUNINI							41,368.31-
00009 BURKE HANDLING SYSTEM	40010465		00137555	13000125 REPR PLANT FORKLIFT	10/31/13	234388	190.00-
Sum							
BURKE HANDLING SYSTEM							190.00-
00009 C & S AUTOMOTIVE LLC	1564		00137635	13000147 ALIGNMENT U#13080 LAGOON	10/31/13	234391	47.00-
Sum							
C & S AUTOMOTIVE LLC							47.00-
00009 C SPIRE WIRELESS (CELLUL	9/23/13-10/2	00201468	13000163	CELL SERV 10/13 W&SO&M	10/31/13	234392	224.73-
Sum							
C SPIRE WIRELESS (CELLUL							224.73-
00009 CARQUEST AUTO PARTS STOR	14758-15460		00137572	13000114 REPR PTS U#18705 WTR OFFICE	10/31/13	234394	70.04-
00009 CARQUEST AUTO PARTS STOR	14758-15762		00137755	13000172 REPR PTS U#14702 LAGOON	10/31/13	234394	14.28-
Sum							
CARQUEST AUTO PARTS STOR							84.32-
00009 CENTRAL PIPE SUPPLY INC	R97504		00137407	13000108 PLUMB SUPP TRANS STOCK	10/31/13	234396	937.20-
00009 CENTRAL PIPE SUPPLY INC	R97344		00137163	13000118 PLUMB SUPP TRANS STOCK	10/31/13	234396	779.97-
00009 CENTRAL PIPE SUPPLY INC	R97672		00137163	13000119 PLUMB SUPP TRANS STOCK	10/31/13	234396	114.15-
00009 CENTRAL PIPE SUPPLY INC	R96100		00136677	13000148 PLUMB SUPP TRANS STOCK	10/31/13	234396	696.85-

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00009 CENTRAL PIPE SUPPLY INC	R96141	00136677	13000149	PLUMB SUPP TRANS STOCK	10/31/13	234396	328.80-
00009 CENTRAL PIPE SUPPLY INC	R96234	00136677	13000150	PLUMB SUPP SEWER STOCK	10/31/13	234396	108.80-
00009 CENTRAL PIPE SUPPLY INC	R96481	00136677	13000151	PLUMB SUPP SEWER STOCK	10/31/13	234396	109.20-
00009 CENTRAL PIPE SUPPLY INC	R97458	00136677	13000152	CREDIT	10/31/13	234396	298.71
CENTRAL PIPE SUPPLY INC							2,776.26-
Sum							
00009 CHAIN ELECTRIC COMPANY	26735	00134729	13000110	DIESEL GENERATOR WTR PLANT	10/31/13	234398	45,000.00-
CHAIN ELECTRIC COMPANY							45,000.00-
Sum							
00009 CITY OF HATTIESBURG FUND TRF 1ST 11/1		00201478	13000165	TRF 1ST 11/13 PAYROLL	10/29/13	21706	77,401.75-
CITY OF HATTIESBURG FUND							77,401.75-
Sum							
00009 COBURN'S SUPPLY CO INC	606308812	00137307	13000115	PLUMB SUPP TRANS DEPT	10/31/13	234400	576.14-
COBURN'S SUPPLY CO INC							576.14-
Sum							
00009 COURTESY MOTORS INC	407883	00137570	13000146	REPR PTS U#13080 LAGOON	10/31/13	234407	54.83-
COURTESY MOTORS INC							54.83-
Sum							
00009 D P C ENTERPRISES LP	212002226-13	00137402	13000143	CHEMICALS LAGOON	10/31/13	234410	2,328.00-
D P C ENTERPRISES LP							2,328.00-
Sum							
00009 DATALINE ASSOCIATES	PCM26260	00137446	13000139	PRINTER SUPP WATER OFFICE	10/31/13	234411	179.00-
DATALINE ASSOCIATES							179.00-
Sum							
00009 DEVINEY EQUIPMENT	IV06472	00137511	13000142	REPR PTS U#13803 SEWER	10/31/13	234412	119.10-
DEVINEY EQUIPMENT							119.10-
Sum							
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00137675	13000136	SEWER BILLING REPORT 9/30	10/31/13	234415	229.50-
DIXIE COMMUNITY UTILITY							229.50-
Sum							
00009 ECONOMY SUPPLY CO	201642	00137557	13000157	TREATED WOOD-TRAILER-SEWER	10/31/13	234419	310.50-
ECONOMY SUPPLY CO							310.50-
Sum							
00009 FINANCIAL PRODUCTS & SER 244		00137836	13000169	CHECK ENDORSER SERV WTR OFFC	10/31/13	234428	180.00-
FINANCIAL PRODUCTS & SER							180.00-
Sum							

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GANDER MOUNTAIN Sum	315-20-5315	00137169	13000106	METAL DETECTOR-METER READERS	10/31/13	234439	179.99-
00009 GILKEY ELECTRIC SUPPLY C 250066		00137525	13000158	ELEC SUPP-LIGHTS-WTR PLANT	10/31/13	234442	71.28-
GILKEY ELECTRIC SUPPLY C Sum							71.28-
00009 H'BURG HYDRAULICS INC	53431	00137564	13000130	REPRS U#15775 SWR BACKHOE	10/31/13	234449	679.31-
H'BURG HYDRAULICS INC Sum							679.31-
00009 HCP PUMPS AMERICA INC	2222	00136234	13000117	AIR FILTER SET SOUTH LAGOON	10/31/13	234452	1,025.20-
HCP PUMPS AMERICA INC Sum							1,025.20-
00009 INDUSTRIAL ELECTRIC MOTO R12043		00137530	13000141	ELEC MOTOR REPR WTR PLANT	10/31/13	234462	1,613.55-
INDUSTRIAL ELECTRIC MOTO Sum							1,613.55-
00009 IRBY, STUART C CO	S007876916.0	00137238	13000113	ELEC SUPP #1 LIFT STA HWY 49N	10/31/13	234465	669.90-
00009 IRBY, STUART C CO	S007893769.0	00137669	13000170	HAND TOOLS LAGOON	10/31/13	234465	96.57-
00009 IRBY, STUART C CO	S007888129.0	00137462	13000171	ELEC SUPP SOUTH LAGOON	10/31/13	234465	1,674.75-
IRBY, STUART C CO Sum							2,441.22-
00009 LOU'S GLOVES	004190	00137533	13000122	EXAM GLOVES WTR PLANT	10/31/13	234479	170.00-
LOU'S GLOVES Sum							170.00-
00009 MIKE'S TIRE & WHEEL CO	2170635	00137630	13000156	TIRES U#13511 PLANT	10/31/13	234495	609.52-
00009 MIKE'S TIRE & WHEEL CO	7501297	00137560	13000159	TIRE REPR U#4588 SEWER	10/31/13	234495	33.00-
00009 MIKE'S TIRE & WHEEL CO	7501296	00137560	13000160	TIRES U#13513 SEWER	10/31/13	234495	147.73-
MIKE'S TIRE & WHEEL CO Sum							790.25-
00009 MS POWER COMPANY	10/13 W&SO&M	00020142	13000162	MONTHLY ELEC-W&SO&M	10/31/13	234510	81,295.28-
MS POWER COMPANY Sum							81,295.28-
00009 MS STATE/EMP SECURITY CO 9200131000 1	00137780	13000168	UNEMP CLAIMS 3RD QTR 2013		10/31/13	234512	479.53-
MS STATE/EMP SECURITY CO Sum							479.53-
00009 PEANUTS TOWING SERVICE	64578	00137574	13000120	TOWING U#11519 WTR OFFICE	10/31/13	234518	75.00-
00009 PEANUTS TOWING SERVICE	63865	00137631	13000131	TOWING U#9223 SEWER	10/31/13	234518	75.00-
00009 PEANUTS TOWING SERVICE	64370	00137631	13000132	TOWING U#13513 SEWER	10/31/13	234518	75.00-

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00009 PEANUTS TOWING SERVICE Sum	64485	00137631	13000133	TOWING 14702 LAGOON	10/31/13	234518	150.00-
PEANUTS TOWING SERVICE Sum							375.00-
00009 PEARL RIVER VALLEY EPA (	10/13 W&S&M	00020142	13000164	MONTHLY 10/13 PUBLIC SERVICES	10/31/13	234519	50.00-
PEARL RIVER VALLEY EPA (							50.00-
Sum							50.00-
00009 PUMP AND CONTROL SERVICE	477	00137632	13000134	MAINT/REPRS S LAGOON 10/14-18	10/31/13	234531	3,200.00-
PUMP AND CONTROL SERVICE Sum							3,200.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00137678	13000137	SEWER BILLING REPORT 9/13	10/31/13	234533	166.00-
RAWLS SPRINGS UTILITY DI Sum							166.00-
00009 S & N AIROFLO INC	00015568	00137403	13000161	PUMP EQUIP PTS LAGOON	10/31/13	234540	7,059.20-
S & N AIROFLO INC Sum							7,059.20-
000009 SOUTH MS MARINE(FORMERLY	PO#136754	10	00136754	13000144 BOAT MOTOR SOUTH LAGOON	10/31/13	234555	3,700.00-
SOUTH MS MARINE(FORMERLY Sum							3,700.00-
00009 SOUTHERN GAS & SUPPLY OF	31156263	00137543	13000123	RESPIRATORS WATER PLANT	10/31/13	234559	42.58-
SOUTHERN GAS & SUPPLY OF Sum							42.58-
00009 SOUTHERN PINE ELECTRIC P	10/13 W&S&M	00020142	13000154	MONTHLY 10/13 PUBLIC SERVICES	10/31/13	234560	889.40-
SOUTHERN PINE ELECTRIC P Sum							889.40-
00009 SOUTHERN PIPE & SUPPLY C	7038606-00	00137302	13000111	PLUMB SUPP SEWER DEPT	10/31/13	234561	613.00-
00009 SOUTHERN PIPE & SUPPLY C	7057499-00	00137302	13000112	PLUMB SUPP SEWER DEPT	10/31/13	234561	44.50-
00009 SOUTHERN PIPE & SUPPLY C	6989417-00	00136753	13000126	PLUMB SUPP SEWER DEPT	10/31/13	234561	205.74-
00009 SOUTHERN PIPE & SUPPLY C	6989417-01	00136753	13000127	PLUMB SUPP SEWER DEPT	10/31/13	234561	52.32-
00009 SOUTHERN PIPE & SUPPLY C	7064570-00	00137561	13000128	PLUMB SUPP POPLAR RD SEWER	10/31/13	234561	24.23-
SOUTHERN PIPE & SUPPLY C Sum							939.79-
00009 TRUCKS PLUS AUTO ACCESSO	26758	00137168	13000107	TOOL BOX,FLOOR MATS U#19356	10/31/13	234576	576.00-
TRUCKS PLUS AUTO ACCESSO Sum							576.00-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00137703	13000138	POSTAGE 11/13 WATER OFFICE	10/31/13	234577	3,500.00-
U S POSTMASTER-POSTAGE (							3,500.00-

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Sum							3,500.00-
00009 WAL-MART STORES INC	008763		00136898	13000121 LOCATOR BATTERIES TRANS DEPT	10/31/13	234585	21.94-
WAL-MART STORES INC							21.94-
00009 WATERS INTERNATIONAL TRU	8-232950042	00137566	13000129	REPR PTS U#18897 SEWER	10/31/13	234590	190.08-
WATERS INTERNATIONAL TRU							190.08-
00009 WATTS BROTHERS TRACTOR C	151846	00137096	13000116	ADDL AMT DUE PO#137061	10/31/13	234591	318.00-
WATTS BROTHERS TRACTOR C							318.00-
00009 WILLMUT GAS & OIL COMPAN	10/13 W&SO&M	00020142	13000153	MONTHLY GAS-W&SO&M	10/31/13	234595	12.97-
WILLMUT GAS & OIL COMPAN							12.97-
Sum							281,878.01-

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WATER & SEWER FUND 00011 AUSTIN, EMMA AUSTIN, EMMA Sum							
				METER DEP RF 00201471 13000076 METER DEP REFUND	10/31/13	234370	55.82-
							55.82-
00011 BUCKLEY, ANGELA BUCKLEY, ANGELA Sum							
				METER DEP RF 00201471 13000072 METER DEP REFUND	10/31/13	234387	2.64-
							2.64-
00011 BUSH, LANYRTRA BUSH, LANYRTRA Sum							
				METER DEP RF 00201471 13000071 METER DEP REFUND	10/31/13	234390	20.82-
							20.82-
00011 COMMUNITY CONNECTIONS 62 COMMUNITY CONNECTIONS 62 Sum							
				METER DEP RF 00201471 13000079 METER DEP REFUND	10/31/13	234402	38.82-
							38.82-
00011 CORLEY, SIGRID CORLEY, SIGRID Sum							
				METER DEP RF 00201471 13000075 METER DEP REFUND	10/31/13	234406	38.82-
							38.82-
00011 HOOD, LADY TATUM HOOD, LADY TATUM Sum							
				METER DEP RF 00201471 13000074 METER DEP REFUND	10/31/13	234455	38.82-
							38.82-
00011 PATTERSON, LAKESHIA PATTERSON, LAKESHIA Sum							
				METER DEP RF 00201471 13000081 METER DEP REFUND	10/31/13	234517	55.82-
							55.82-
00011 POLLOCK, CLIFTON POLLOCK, CLIFTON Sum							
				METER DEP RF 00201471 13000078 METER DEP REFUND	10/31/13	234525	36.64-
							36.64-
00011 STONE PROPERTIES STONE PROPERTIES Sum							
				METER DEP RF 00201471 13000070 METER DEP REFUND	10/31/13	234568	40.00-
							40.00-
00011 VAUGHN, MARIA F VAUGHN, MARIA F Sum							
				METER DEP RF 00201471 13000077 METER DEP REFUND	10/31/13	234581	38.82-
							38.82-
00011 WEATHERSBY, STAVE WEATHERSBY, STAVE Sum							
				METER DEP RF 00201471 13000080 METER DEP REFUND	10/31/13	234592	38.82-
							38.82-
00011 WHITE, LARRY G WHITE, LARRY G Sum							
				METER DEP RF 00201471 13000073 METER DEP REFUND	10/31/13	234594	32.70-
							32.70-

CITY OF HATTIESBURG
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Vendor

Invoice
Number

Purchase
Order

Claims
Number

Item
Description

Check
Date

Check
No.

Check
Amount

WHITE, LARRY G

Sum

32.70-

Sum

438.54-

CITY OF HATTIESBURG
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POLICE FORFEITURES FUND
00019 EVIDENT INC
00019 EVIDENT INC

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	80860A	00137490	130000005	CRIME SCENE SUPPLIES	10/31/13	234424	408.00-
	80860B	00137490	130000006	CRIME SCENE SUPPLIES	10/31/13	234424	229.50-

EVIDENT INC
Sum 637.50-

Sum 637.50-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	130702G	00137803	13000005	SRVS AIRPORT DRNGE/SAFETY	10/31/13	234368	25,485.23-
ARE CONSULTANTS INC							25,485.23-
Sum							
00039 SIMMONS EROSION CONTROL	APPL #2	00137815	13000006	SRVS 9/25-10/25 AIRPT DRNGE	10/31/13	234549	223,835.85-
SIMMONS EROSION CONTROL							223,835.85-
Sum							
00039 SOUTHERN EARTH SCIENCES	51309093	00137806	13000007	SRVS AIRPT DRNGE/SAFETY AREA	10/31/13	234557	604.00-
SOUTHERN EARTH SCIENCES							604.00-
Sum							
Sum							249,925.08-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 CATERPILLAR FINANCIAL SE	#0598687 INV	00201454	13000015	BACKHOE LEASE PMT DUE 10/29/13	10/22/13	41090	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 LEWIS ELECTRIC	APPL #2	00137809	13000028	SRVS 9/1-10/1 BONHOMIE-TATUM	10/31/13	234478	105,197.60-
LEWIS ELECTRIC							
Sum							105,197.60-
00072 NEEL-SCHAFER INC	1012970	00137798	13000021	SRVS 8/13 4TH ST EXPAN PH II	10/31/13	234513	3,000.00-
00072 NEEL-SCHAFER INC	1013013	00137811	13000022	SRVS 8/13 MIDTOWN/HARDY/28TH	10/31/13	234513	35,674.68-
00072 NEEL-SCHAFER INC	1014040	00137819	13000023	SRVS 8/1-9/30 HARDY ST CORR	10/31/13	234513	3,667.37-
NEEL-SCHAFER INC							
Sum							42,342.05-
00072 PRECISION CONSTRUCTION L	APPL #16 FIN	00137802	13000024	SRVS LL TRACE/ZOO/DEPOT SPURS	10/31/13	234527	30,117.52-
PRECISION CONSTRUCTION L							
Sum							30,117.52-
00072 RJM MCQUEEN CONTRACTING	20131017	00137805	13000029	SRV FRONT ST SIDEWALK/CARTER	10/31/13	234535	7,787.50-
RJM MCQUEEN CONTRACTING							
Sum							7,787.50-
00072 THOMPSON ENGINEERING	APPL #9	00137804	13000025	SRVS 4/27-5/31 WESTERN BELTWAY	10/31/13	234571	5,181.94-
00072 THOMPSON ENGINEERING	APPL #10	00137817	13000026	SRVS 6/1-6/28 WESTERN BELTWAY	10/31/13	234571	16,125.23-
THOMPSON ENGINEERING							
Sum							21,307.17-
00072 WARREN PAVING INC	14209MB	00136453	13000016	ASPHALT VARI LOC	10/31/13	234587	2,029.80-
00072 WARREN PAVING INC	14257MB	00136453	13000017	ASPHALT VARI LOC	10/31/13	234587	2,268.00-
00072 WARREN PAVING INC	14329MB	00136453	13000018	ASPHALT VARI LOC	10/31/13	234587	3,343.80-
00072 WARREN PAVING INC	14469MB	00136453	13000019	ASPHALT VARI LOC	10/31/13	234587	2,227.80-
00072 WARREN PAVING INC	14465MB	00136453	13000020	ASPHALT VARI LOC	10/31/13	234587	2,055.60-
00072 WARREN PAVING INC	APPL #6	00137799	13000027	SRS 9/13 4TH ST EXPN PH I	10/31/13	234587	277,854.32-
WARREN PAVING INC							
Sum							289,779.32-
Sum							497,617.30-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20097	MASS T	00137673	13000031 SERVS 10/13 MASS TRANSIT	10/31/13	234360	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 C SPIRE WIRELESS (CELLUL	9/23/13-10/2	00201468	13000037	CELL SERV 10/13 MASS TRANSIT	10/31/13	234392	57.05-
C SPIRE WIRELESS (CELLUL							57.05-
Sum							19,368.88-
00073 CITY OF HATTIESBURG FUND TRF 1ST 11/1	00201478	13000038	TRF 1ST 11/13	PAYROLL	10/29/13	18268	19,368.88-
CITY OF HATTIESBURG FUND							19,368.88-
Sum							303.95-
00073 HAVARD PEST CONTROL INC	PO#137578	10	00137578	13000027 PEST CONTROL SUPP FOR BUSES	10/31/13	234451	303.95-
HAVARD PEST CONTROL INC							303.95-
Sum							64.44-
00073 HOME DEPOT	4130687	00136966	13000029	PARTS FOR BLDG/BUSES	10/31/13	234454	64.44-
HOME DEPOT							64.44-
Sum							65.00-
00073 JOHN'S IRON WORKS	PO#136921	10	00136921	13000028 WELDING FARE BOX #16760	10/31/13	234468	65.00-
JOHN'S IRON WORKS							65.00-
Sum							361.94-
00073 MID AMERICA PARTS DIST-U	7718408	00137581	13000033	BATTERIES U#18573,U#16760	10/31/13	234492	361.94-
MID AMERICA PARTS DIST-U							361.94-
Sum							898.97-
00073 MS POWER COMPANY	10/13	M TRAN	00020142	13000036 MNTHLY ELEC-MASS TRANSIT	10/31/13	234510	898.97-
MS POWER COMPANY							898.97-
Sum							3,019.62-
00073 SOUTHERN TIRE MART LLC	11080124	00137516	13000035	TIRES FOR BUSES	10/31/13	234562	3,019.62-
SOUTHERN TIRE MART LLC							3,019.62-
Sum							201.05-
00073 VERIZON WIRELESS	9712991496	00137689	13000032	GPS ON BUSES 10/11-11/10/13	10/31/13	234582	201.05-
VERIZON WIRELESS							201.05-
Sum							24,685.90-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 LYMAN WELL COMPANY	APPL #4	00137808	13000012	SRVS JAMES ST PLT WELL #3	10/31/13	234482	76,950.00-
LYMAN WELL COMPANY							
Sum							76,950.00-
00075 PINE BELT INDUSTRIAL SUP	4115637-01	00135860	13000009	AERATOR PTS SOUTH LAGOON	10/31/13	234520	790.93-
00075 PINE BELT INDUSTRIAL SUP	4115637-02	00135860	13000010	AERATOR PTS SOUTH LAGOON	10/31/13	234520	10,452.00-
PINE BELT INDUSTRIAL SUP							
Sum							11,242.93-
00075 S & N AIROFLO INC	00015570	00135859	13000011	AERATOR PTS SOUTH LAGOON	10/31/13	234540	28,699.00-
S & N AIROFLO INC							
Sum							28,699.00-
00075 UTILITY SERVICE CO INC	6248 10/01/1	00137628	13000008	WATER TANK QTR INSPECTION	10/31/13	234579	38,651.54-
UTILITY SERVICE CO INC							
Sum							38,651.54-
Sum							155,543.47-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND 00077 AUTO ZONE	0139683593	00137412	13000029	REPR PTS U#11200 COMM CNTRS	10/31/13	234372	50.64-
AUTO ZONE Sum							50.64-
00077 C SPIRE WIRELESS (CELLUL	9/23/13-10/2	00201468	13000033	CELL SERV 10/13 COMM CNTRS	10/31/13	234392	49.61-
C SPIRE WIRELESS (CELLUL Sum							49.61-
00077 CITY OF HATTIESBURG FUND TRF 1ST 11/1	00201478	13000034	TRF 1ST 11/13 PAYROLL		10/29/13	36670	15,800.80-
CITY OF HATTIESBURG FUND Sum							15,800.80-
00077 MS POWER COMPANY	10/13 COMM C 00020142	13000032	MONTHLY ELEC-COMM CNTRS		10/31/13	234510	3,837.24-
MS POWER COMPANY Sum							3,837.24-
00077 OFFICE DEPOT INC	1624309323	00137521	13000035	OFFICE SUPP COMM CNTRS	10/31/13	234516	219.40-
OFFICE DEPOT INC Sum							219.40-
00077 SOLAR SUPPLY INC	3448804	00137190	13000028	HVAC FILTERS MCNAIR CENTER	10/31/13	234553	310.32-
SOLAR SUPPLY INC Sum							310.32-
00077 WILLMUT GAS & OIL COMPAN 10/13 COMM C 00020142	13000030	MONTHLY GAS-COMM CNTRS			10/31/13	234595	27.75-
WILLMUT GAS & OIL COMPAN Sum							27.75-
Sum							20,295.76-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BANKS, WILLIE	10/22/13	00137716	13000028	602 STEVENS ST TEMP RELOC	10/25/13	36678	650.00-
BANKS, WILLIE							650.00-
00082 C SPIRE WIRELESS (CELLUL	9/23/13-10/2	00201468	13000032	CELL SERV 10/13 CDBG	10/31/13	234392	31.93-
C SPIRE WIRELESS (CELLUL							31.93-
00082 CITY OF HATTIESBURG FUND TRF 1ST 11/1	00201478	13000033	TRF 1ST 11/13 PAYROLL		10/29/13	36681	7,074.20-
CITY OF HATTIESBURG FUND							7,074.20-
Sum							
00082 DOMESTIC ABUSE FAMILY SH	10/22/13	00137710	13000024	SUPPLIES & OP EXPENSES DRAW#1	10/25/13	36671	5,072.12-
DOMESTIC ABUSE FAMILY SH							5,072.12-
Sum							
00082 HOLLIMON CONSTRUCTION	10/22/13	00137713	13000029	309 N21 REFURB & REPLACE DR#2	10/25/13	36679	12,600.00-
HOLLIMON CONSTRUCTION							12,600.00-
Sum							
00082 JOHNSON, VICTORIA	10/22/13	00137715	13000030	309 N 21 TEMP RELOC 10/1-10/31	10/25/13	36680	650.00-
JOHNSON, VICTORIA							650.00-
Sum							
00082 SIMS, JOHN LEE	10/22/13	00137718	13000022	1802 EDWARDS TEMP RELOC 10/1-	10/25/13	36667	650.00-
SIMS, JOHN LEE							650.00-
Sum							
00082 SMITH'S REMODELING	10/13/13	00137726	13000025	PAINTING FLOORING CABINETS DR3	10/25/13	36672	10,000.00-
00082 SMITH'S REMODELING	10/13/13	00137712	13000026	PAINTING WINDOWS SHEETROCK DR2	10/25/13	36673	15,000.00-
SMITH'S REMODELING							25,000.00-
Sum							
00082 WILLIAMS, LOUISE	10/22/13	00137717	13000027	901N 34TH TEMP RELOC10/1-10/31	10/25/13	36677	650.00-
WILLIAMS, LOUISE							650.00-
Sum							
Sum							52,378.25-

GROUP INSURANCE TRUST FUND
 00109 CITY OF HATTIESBURG FUND TRF T JACKSO 00201453 64 TRF T JACKSON VISION 10/21/13 36666 8.62-

CITY OF HATTIESBURG FUND
 Sum 8.62-

Sum 8.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Grand Total Level

2,722,943.93-

Sum

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 5, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Routine Agenda Item VII.-10 at the request of the Administration to read as follows:

- VII.-10** [2013-0711](#) Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Attachments:

[Gordon Creek Bank Stabilization - Bid Results and Recommendations](#)

[Gordon Creek Bid Tab](#)

[Supporting case decision on right of public body to determine best bid](#)



City of Hattiesburg, MS

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

Master

File Number: 2013-0711

File ID: 2013-0711

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 10/29/2013

Brief Title: Award contract for Gordon Creek at Pine Street Bank Stabilization Project.

Final Action:

Minute Book Number: MB2013-333

Title:

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Gordon Creek Bank Stabilization - Bid Results and Recommendations, Gordon Creek Bid Tab, Supporting case decision on right of public body to determine best bid

Enactment Number:

Contact:

Meeting Date: 11/05/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	11/05/2013					
1	City Council	11/05/2013					

Text of Legislative File 2013-0711

Title

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank

Stabilization Project, and reject the bid from Precision Construction, LLC in the amount of \$61,310.00 as being the lowest bid, but not being the best bid, due to the City's previous experience with the vendor, including but not limited to, its failure to complete contract in a timely manner and the present ongoing litigation with the vendor that is scheduled for arbitration in early 2014, and accept the bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid. Authorize Mayor to execute contract documents for same.

Summary

Acknowledge receipt of bids on October 24, 2013 for the Gordon Creek at Pine Street Bank Stabilization Project, and accept bid from Anderson Contracting, LLC in the amount of \$63,435.00 as the best bid; Authorize Mayor to execute contract documents for same.

Budget Information

001206.7215.01

Expenditure Type

NRCS Grant

Purchasing Item

Sealed Bid

Publication Information



October 25, 2013

Mrs. Sharon Waits
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: Gordon's Creek Bank Stabilization Project
West Pine Street
Hattiesburg, Mississippi

Dear Mrs. Waits:

On October 24, 2013, Eco-Systems, Inc. (Eco-Systems) opened and reviewed the bids for the Gordon's Creek Bank Stabilization Project located northwest of West Pine Street in Hattiesburg, Mississippi. The low bidder for the project was Precision Construction, LLC owned by Nathan Smutzer with a bid for sixty-one thousand three hundred and ten dollars (\$61,310.00). Eco-Systems recommend awarding the bid to Precision Construction, LLC.

Eco-Systems appreciates the opportunity conduct professional services for the City of Hattiesburg. Our commitment is to provide high-quality, dependable, and responsive services to you. If you have any questions, please contact us at 601-583-2182.

Very truly yours,
Eco-Systems, Inc.

Zachary A. Young, P.E.
Project Engineer

Gordon's Creek Bank Stabilization				Engineering Estimate		Walters Construction Company		Walker Construction LLC		Hensley R. Lee Contracting		Holliday Construction LLC		Jay Bearden Construction, Inc.		Anderson Contracting LLC		Precision Construction LLC	
Item No.	Description	Unit	Estimated Quantity	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Mobilization	LS	1	\$5,000	\$5,000	\$12,595.00	\$12,595.00	\$6,752.00	\$6,752.00	\$7,000.00	\$7,000.00	\$10,800.00	\$10,800.00	\$7,200.00	\$7,200.00	\$9,500.00	\$9,500.00	\$7,800.00	\$7,800.00
2	Site Clearing	LS	1	\$3,000	\$3,000	\$7,550.00	\$7,550.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
3	General Earthwork	LS	1	\$5,000	\$5,000	\$13,535.00	\$13,535.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$11,760.00	\$11,760.00	\$7,650.00	\$7,650.00	\$5,300.00	\$5,300.00
4	Demolition and Disposal	LS	1	\$20,000	\$20,000	\$9,885.00	\$9,885.00	\$8,850.00	\$8,850.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$7,380.00	\$7,380.00	\$11,800.00	\$11,800.00	\$6,500.00	\$6,500.00
5	Seeding and Erosion Control	LS	1	\$3,000	\$3,000	\$10,810.00	\$10,810.00	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$5,820.00	\$5,820.00	\$1,935.00	\$1,935.00	\$1,500.00	\$1,500.00
6	Permanent Turf Reinforcement Mat	SY	310	\$15	\$4,650	\$19.25	\$5,967.50	\$24.00	\$7,440.00	\$35.00	\$10,850.00	\$10.00	\$3,100.00	\$29.81	\$9,241.10	\$5.00	\$1,550.00	\$21.00	\$6,510.00
7	Riprap	TON	400	\$75	\$30,000	\$81.25	\$32,500.00	\$90.00	\$36,000.00	\$100.00	\$40,000.00	\$60.00	\$24,000.00	\$67.20	\$26,880.00	\$68.75	\$27,500.00	\$78.00	\$31,200.00
				TOTAL	\$70,650	TOTAL	\$92,842.50	TOTAL	\$88,542.00	TOTAL	\$94,850.00	TOTAL	\$69,900.00	TOTAL	\$78,481.10	TOTAL	\$63,435.00	TOTAL	\$61,310.00

Rod Cooke Construction Co., Inc. v. Lamar County School Board, 100113 MSCA, 2012-CA-00339-COA

ROD COOKE CONSTRUCTION COMPANY, INC. APPELLANT

v.

LAMAR COUNTY SCHOOL BOARD APPELLEE

No. 2012-CA-00339-COA

Court of Appeals of Mississippi

October 1, 2013

DATE OF JUDGMENT: 02/10/2012

LAMAR COUNTY CIRCUIT COURT HON. PRENTISS GREENE HARRELL JUDGE.

ATTORNEY FOR APPELLANT: CHRISTOPHER SOLOP.

ATTORNEYS FOR APPELLEE: DAVID M. OTT JOSEPH RANDLE TULLOS RICHARD D. NORTON.

BEFORE LEE, C.J., BARNES AND ISHEE, JJ.

BARNES, J.

¶1. On July 8, 2011, the Lamar County School Board (Board) issued a solicitation for bids for the construction of a new elementary school. Rod Cooke Construction Company (Cooke), a nonresident contractor from Alabama, submitted the lowest bid of \$9, 232, 000. The second lowest bid was submitted by Hanco Corporation (Hanco), a Mississippi resident contractor. Hanco's bid was \$9, 321, 000 (\$89, 000 more than Cooke's bid).

¶2. At the September 28, 2011 Board meeting, the proposed bids for construction of the elementary school were discussed, and the three lowest bids were considered. The minutes from the meeting noted:

Board Counsel provided a narrative summary of the job performance of the two companies, Rod Cooke Construction and Hanco Corporation. Counsel reported that the information provided as a summary was obtained from various sources including contact with contractors, architects, subcontractors[,] and property owners. There were positive comments for both bidders, and the summary of negative comments [is] as follows:

Rod Cooke Construction:

1. A lack of coordination of some projects between the general and subcontractors resulted in delay in completion. 2. Occasional delay in paying subcontractors timely has created negative attitudes and problems with subcontractors. 3. Dissatisfaction with the workmanship from the perspective of a few owners. 4. Delay in completing time sensitive projects. Hanco: 1. Delay in completing a project - not a time sensitive project. Upon hearing the information from [Board Counsel], Dr. Burnett recommended that the Board proceed with awarding the bid and that they accept the Hanco Corporation bid. Buddy Morris then made a motion to award the bid to Hanco [Corporation] based on the preference to resident contractors and based on Hanco [Corporation] being the "lowest and best bid" as well as "substantially equal" in cost to Rod Cooke Construction.

Thus, the Board awarded the job to the second lowest bidder, Hanco.

¶3. On September 29, 2011, Cooke filed a protest; however, the Board did not reconsider its decision to reject Cooke's bid. Board counsel sent a letter to Cooke on October 6, 2011, outlining

the Board's reasons for awarding the bid to Hanco. Cooke filed a notice of appeal with the Lamar County Circuit Court on October 10, 2011; Cooke's bill of exceptions, signed by the Board president, was filed on October 11, 2011. A hearing was held on February 6, 2012, and the circuit court affirmed the Board's decision to award the job to Hanco.

¶4. On appeal, we find that the Board's award of the contract to Hanco was not arbitrary or capricious, and we uphold the circuit court's judgment.

STANDARD OF REVIEW

¶5. Our review of a municipal board's actions is limited. *Precision Commc'ns, Inc. v. Hinds Cnty*, 74 So.3d 366, 369 (¶9) (Miss. Ct. App. 2011) (citing *Nelson v. City of Horn Lake ex. rel. Bd. of Aldermen*, 968 So.2d 938, 942 (¶10) (Miss. 2007)).

[W]e will not set aside the action of the governing body of a municipality unless such action is clearly shown to be arbitrary, capricious, or discriminatory or is illegal or without substantial evidentiary basis. An act is arbitrary and capricious when it is done at pleasure, without reasoned judgment or with disregard for the surrounding facts and circumstances. Substantial evidence is such relevant evidence as reasonable minds might accept as adequate to support a conclusion or more than a mere scintilla of evidence.

Id. (internal citations and quotation marks omitted). Questions of law and issues of statutory interpretation, however, are reviewed de novo. *Id.*

DISCUSSION

I. Whether the "Instructions to Bidders" required the Board to award the contract to Cooke as the low bidder and whether the Board's investigation into Cooke's past performance was arbitrary, capricious, and self-serving.

¶6. Cooke contends that language in the "Instructions to Bidders" required the Board to accept the lowest bid offer and that the bid documents should have reflected that past performance would be considered in awarding the bid. The "Instructions for Bidders" stated: *Award of Contract*: Contract will be awarded on the basis of the low base bid or low combination of base bid and those alternates if any which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.

However, the instructions also noted: "*Disqualification of Bidder*: 'The Owner reserves the right to award to other than the low bidder when, in the Owner's judgment, it is in his best interest to do so.'"

¶7. Mississippi Code Annotated section 31-7-13(d)(i) (Supp. 2012), which governs the bidding process for awarding public contracts, states:

Purchases *may* be made from the lowest and best bidder. . . . If any governing authority accepts a bid other than the lowest bid actually submitted, it shall place on its minutes detailed calculations and narrative summary showing that the accepted bid was determined to be the lowest and best bid, including the dollar amount of the accepted bid and the dollar amount of the lowest bid. (Emphasis added). "It is implicit in this language that a governing body cannot be compelled to accept a bid simply because it is the lowest, and that other factors must enter the analysis." *Billy E. Burnett, Inc. v. Pontotoc Cnty Bd. of Supervisors*, 940 So.2d 241, 243 (¶6) (Miss Ct. App. 2006). Even prior to the enactment of section 31-7-13, the Mississippi Supreme Court held: "The

'lowest' bid may be determined by monetary standards with the dollar as the unit, but this is not so in determining the 'best' bid, or the 'responsible' bid; that question involves a number of other factors and elements." *Parker Bros. v. Crawford*, 219 Miss. 199, 208, 68 So.2d 281, 284 (1953). Thus, an administrative agency is not required to accept the lowest bid, without any regard as to whether it is also the "best" bid.

¶8. The Board complied with the statutory requirements of section 31-7-13(d)(i). Included in the record is a "narrative summary" detailing the basis for the Board's award of the contract to Hanco. Also included are the detailed calculations of the two bids. The bid documents clearly state that the Board could award a contract to a bidder that was not the lowest bidder if the Board determined that it was "best" to do so. Accordingly, we find Cooke's claim that the bid documents required the Board to accept the lowest bid without merit.^[1]

¶9. Cooke also argues that past performance was not a criterion specified in the solicitation for bids and that the Board's investigation into Cooke's past performance with other entities was not "fair and objective" and was "the epitome of arbitrary and capricious conduct by a public body."

¶10. Cooke maintains that prior payment disputes with suppliers should not have been taken into consideration, as its suppliers were protected by a payment bond. However, the supreme court rejected this argument in *Nelson*, 968 So.2d at 946 (¶33):

This Court has held that where bond is given under Mississippi Code Annotated Section 85-7-185 (Rev. 1999), the bond serves in lieu of any equity or trust in favor of materialmen and laborers. *See Dickson v. United States Fid. & Guar. Co.*, 150 Miss. 864, 117 So. 245, 248 (1928). Even though Section 85-7-185 affords protection for "persons furnishing labor or material, " neither this provision nor Mississippi case law prohibits a governing authority from considering a contractor's prior disputes with creditors. Miss. Code Ann. § 85-7-185 (Rev. 1999). The aggregate of such disputes may bear upon the contractor's honesty, integrity, business judgment, conduct under previous contracts, and pecuniary ability – all of which have been held to be appropriate considerations in awarding a public contract. *See Parker Bros.*, [219 Miss. at 208-09,] 68 So.2d at 284-85.

Furthermore, not all of the complaints concerned payment issues; some alleged deficient workmanship and project-management problems. The project architect's letter to the Board reveals that he investigated both Cooke and Hanco in an equal manner, contacting seven prior references for each. We note that there was also some positive feedback concerning Cooke's performance included in the letter.

¶11. As we have already noted, Mississippi's appellate courts have consistently stated that the law permits a governing authority to consider factors other than price in determining who is the lowest and best bidder. In *Burnett*, 940 So.2d at 243 (¶6), this Court stated:

The Mississippi Supreme Court has recognized that public authorities may, in making a determination of whether a bid is the lowest and best, take into consideration factors such as the bidder's honesty and integrity, the bidder's skill and business judgment, the bidder's experience and facilities for carrying out the contract, *the bidder's conduct under previous contracts, and the quality of work previously done by the bidder.*

(Emphasis added) (citing *Parker Bros.*, 219 Miss. at 209, 68 So.2d at 285). One year later, the

supreme court reiterated in *Nelson*:

All matters that relate to a bidder's prompt and efficient performance of the contract are material to a bidder's "responsibility, " including the bidder's honesty and integrity, skill and business judgment, experience and facilities for performing the contract, conduct under previous contracts, and the quality of previous work.

Nelson, 968 So.2d at 943 (¶16) (citing *Parker Bros.*, 219 Miss. at 208-09, 68 So.2d at 284-85).

¶12. In the present case, the Board reviewed the bids and asked the project architect and others to gather and provide information regarding previous work and experience of the two lowest bidders. As stated by the Board on appeal, "[t]here is no precedent for allowing the bidders to dictate to a public body the limits or methodology of the investigation the body should conduct[.]" Furthermore, Cooke has provided no case law to support its argument that a public entity must put prospective bidders on notice that past performance is a criterion for award of a contract. Accordingly, we agree with the circuit judge that the Board's actions were "reasonable under the circumstances."

II. Whether the circuit court erred in finding that Mississippi's preference statutes, Mississippi Code Annotated section 31-3-21 (3) (Rev. 2010) and Mississippi Code Annotated section 31-7-47 (Rev. 2010), permitted the Board to award the contract to Hanco.

¶13. The Board minutes reflect that one of the reasons Hanco was awarded the contract, despite not being the lowest bidder, was the preference given to Mississippi resident contractors. In response to Cooke's protest of the Board's decision, counsel for the Board submitted a letter, stating:

The award to Hanco was based on a preference for resident contractors and based on lowest and best bid. . . . Neither the Board nor I have ever indicated that Cooke Construction is not a responsible contractor. The Board simply voted that Hanco . . . was the lowest and best bid for this project.

¶14. Mississippi Code Annotated section 31-7-47 states:

In the letting of public contracts[,] *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state, city, county, parish, province, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state, city, county, parish, province, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. *Resident contractors actually domiciled in M ississippi*, be they corporate, individuals or partnerships, *are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, province, nation or political subdivision of domicile of the nonresident*.

(Emphasis added). Mississippi Code Annotated section 31-3-21(3) also states, in pertinent part: In the letting of public contracts, *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; *and resident contractors actually domiciled in Mississippi*, be they corporate, individuals, or partnerships, *are to*

be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(Emphasis added).

¶15. Cooke argues that the Mississippi "preference" statutes "are only intended to protect Mississippi contractors from preference laws being used against them when bidding projects in other jurisdictions." Cooke cites *Refrigeration Sales Co., Inc. v. State of Mississippi*, 645 So.2d 1351 (Miss. 1994), to support its argument. In that case, the Mississippi Supreme Court reversed the State of Mississippi's award of a contract to a vendor, finding that since the State of New York did not have a preference statute, the "application of the bid preference is misguided because of the lack of similar circumstances and the lack of reciprocity in the process." *Id.* at 1355.

¶16. The question is whether Alabama would grant its contractors preference over Mississippi contractors under the same circumstances. Alabama, Cooke's resident state, has a preference statute for resident contractors that is similar to the Mississippi preference statutes. Alabama Code section 39-3-5(a) (1975) states:

In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, *preference shall be given to resident contractors*, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and *resident contractors in Alabama*, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, *are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.*

(Emphasis added).

¶17. This Court considered a similar situation in *Burnett*, 940 So.2d 241. Billy Burnett was a nonresident contractor from Alabama. Although Burnett submitted the lowest bid, Pontotoc County awarded the contract to the second lowest bidder, who was a Mississippi resident contractor. We recognized the supreme court's holding in *Refrigeration Sales*, noting that "the legislative purpose of Section 31-7-47 is to give preference to contractors who are residents of the State of Mississippi." *Id.* at 244-45 (¶11). However, we observed that "the extent of the preference is not clear from the text of the statute, and has not been clarified via case law." *Id.* at 245 (¶11). We deferred ruling on the issue of statutory preference in *Burnett*, because the circuit court "found an independent basis for the award to Hooker, namely, that the board rightly considered the relative experience and reputation of the two firms, and made the award to Hooker after taking these factors into consideration." *Id.* at (¶13).

¶18. As noted in the *Burnett* opinion, the circuit court's ruling was based in part on the Mississippi Attorney General's "approach to [the] issue." *Id.* at (¶12). The Attorney General's Office has issued several opinions interpreting the preference conferred by sections 31-3-21(3) and 31-7-47, in one instance noting that "[t]he intent of [section 31-7-47] was to afford Mississippi contractors the right to compete *on a equal basis* with nonresident vendors having preference laws in their respective state[s]." Miss. Att'y. Gen. Op., 1991 WL 577578, *Segrest* (Mar. 25, 1991)

(emphasis added).

¶19. The Attorney General has also consistently opined that "[i]f the preference laws of the state of the nonresident contractor are the same as Mississippi's, *and if the bids are in all other respects equal*, then Mississippi law would grant preference to the Mississippi bidder." Miss. Att'y Gen. Op., 1991 WL 577847, *Henley* (July 31, 1991) (emphasis added); see also Miss. Att'y Gen. Op., 2006-00148, 2006 WL 1966813, *Dye* (May 19, 2006) ("The purpose of bid preference statutes is to protect resident contractors and give preference to these contractors over nonresident contractors in situations in which the bids are equal or substantially equal."); Miss. Att'y Gen. Op., 2001-00480, 2001 WL 1082606, *Brown* (Aug. 17, 2001) ("If the preference laws of the state of the nonresident contractor are the same as Mississippi's, and if the bids are in all other respects equal or substantially equal, then Mississippi law would grant preference to the Mississippi bidder."); Miss. Att'y Gen. Op., 93-0043, 1993 WL 669222, *Cardin* (March 17, 1993) ("[T]he preference granted by Section 31-3-21(3) would apply only when the public body is considering bids that are equal or substantially equal under the statutory standards which the body must use to make its determination as to the best bid."). However, the Attorney General cites no statutory authority for the grant of preference for resident bidders when the bids are otherwise equal, and this Court been unable to find any.

¶20. The Mississippi and Alabama statutes are termed "reciprocal preference" statutes – Alabama treats nonresident contractors in the same manner that Mississippi treats nonresident contractors. These types of statutes are "designed to exact equal treatment in cross jurisdictional bidding" and "to ensure equity and fairness in interstate public procurement." Kingsley S. Osei, *The Best of Both Worlds: Reciprocal Preference and Punitive Retaliation in Public Contracts*, 40 Pub. Cont. L.J. 715, 734-38 (2011).

¶21. To assist in our analysis, Cooke has provided this Court with the Alabama Attorney General's interpretation of the effect of this language. In Ala. Att'y Gen. Op., 85-00354, *Scoggins* (May 15, 1985), the Alabama Attorney General considered the language of Alabama's section 39-3-5, in relation to Mississippi's section 31-3-21, and held that an Alabama public body was "not required to give preference to resident Alabama contractors over Mississippi contractors because the Mississippi law treats Alabama contractors *in the same manner* that Alabama treats Mississippi contractors." (Emphasis added). Therefore, we find that when the two states' reciprocal-preference language ("in the same manner and to the same extent") are employed, they offset one another, creating a situation where no preference can be considered. Consequently, when we consider this specific portion of the statutes, Cooke's claim that "no such 'preference' exists in this instance" is correct.

¶22. However, like *Burnett*, residence was not the sole reason for the award; other factors, such as past performance and vendor and client referrals, were considered. The Board stated in its final bill of exceptions that the preference given to a Mississippi contractor only played a "minor part" in the bid award and "was not an overriding consideration[.]" Rather, the Board awarded the bid to Hanco because it was the lowest and "best" bid. Accordingly, while we find merit to Cooke's argument, it does not warrant a reversal of the Board's decision to award the bid to Hanco.

III. Whether the Board acted arbitrarily and capriciously in awarding the contract on the basis

that it was "equal or substantially equal" to the lowest bid.

¶23. As discussed, the Attorney General's Office has issued opinions stating that preference may be given to a resident contractor under section 31-3-21 if "the public body is considering two apparent low bids that are 'equal or substantially equal' and involve the submission of at least one bid from a non-resident contractor." Miss. Att'y. Gen. Op., 2007-00452, 2007 WL 3356834, *Jones* (Sept. 4, 2007). Cooke argues that Attorney General opinions are merely advisory and limited to specific factual situations. Thus, it claims that there is no statutory authority that permits a public body to award contracts based on these criteria and for the Board to do so was error. Cooke is correct in one respect. "Attorney General opinions are not binding upon our courts." *Burnett*, 940 So.2d at 245 (¶13). However, "[a]n [A]ttorney [G]eneral's opinion is entitled to careful consideration and regarded as persuasive[.]" *Blackwell v. Miss. Bd. of Animal Health*, 784 So.2d 996, 1000 (¶9) (Miss. Ct. App. 2001) (citing *State ex rel. Holmes v. Griffin*, 667 So.2d 1319, 1326 (Miss. 1995)).

¶24. The Attorney General has advised:

Although it appears to us that a difference of 2% is substantial, whether bids are equal or substantially equal is a discretionary determination that the public body itself must initially make and that should be explained in the minutes. If [the public body] determines that bids are or are not equal or substantially equal, then the statutory preference provisions in favor of Mississippi bidders apply or do not apply, respectively.

Miss. Att'y Gen. Op., 2003-0501, 2004 WL 308541, *Winfield* (Jan. 29, 2004). There is no bright-line distinction as to what percentage variance constitutes an "equal or substantial bid"; this determination is left to the discretion of the public body.

¶25. We have already noted that the Attorney General's emphasis on whether a bid is "equal or substantially equal" in relation to the preference statutes is not rooted in any statute or case law. Regardless, the Attorney General opinions have not eliminated the requirement that a public entity also determine whether a bid is the lowest and "best" bid. The Attorney General has noted that the mandate requiring submission of a foreign state's bid preference law by the nonresident contractor is designed "to provide public agencies with a means of making any calculations that might be necessary in order to enforce Mississippi's preference law and to enable the agencies to determine the lowest *and best bid* without performing additional research."^[2] Miss. Att'y G en. O p., 2009-00363, 2009 W L 2184252, *Dulaney* (June 26, 2009) (emphasis added and citation omitted). In a more recent opinion, Miss. Att'y Gen. Op., 2013-00089, 2013 WL 1720568, *Price* (March 22, 2013), the Attorney General stated:

Governing authorities are obligated to carefully scrutinize each bid for not only the amount of the bid, *but also the quality of the bid*. In the event that the school district determines, after careful scrutiny of the bids on both amount and quality, that there is still no "best bid, " it will be required to reject all bids and begin the process anew, until it can decide on a "lowest and best bidder." (Emphasis added and internal citation omitted).

¶26. In *Burnett*, we upheld an award of contract to the second lowest bidder, even though the price differential was 2.35%. *Burnett*, 940 So.2d at 243-44 (¶7). In the present case, the difference in cost was less than 1%. Upon review, we conclude that the Board's finding – that a

difference of 0.95% meant that the bids were "substantially equal" – was not arbitrary or capricious. More importantly, the Board was justified in finding that Hanco's bid was the lowest and "best" bid.

IV. Whether the Board was without authority to determine whether Cooke was a "responsible" contractor.

¶27. Cooke argues that since it held a "Certificate of Responsibility" from the Mississippi State Board of Contractors (MSBOC), it should have been awarded the contract as the "lowest and best bidder." In other words, Cooke claims that the MSBOC has the "sole discretion to decide whether a contractor is responsible and should be permitted to hold a certificate of responsibility." Therefore, it contends that the Board "usurp[ed] the authority of the MSBOC and establish[ed] its own criteria for awarding this public contract to the second low bidder at an additional cost of \$89,000[.]"

¶28. Section 31-7-13(d)(i) gives a public board the discretion to accept a bid that is not the lowest, as long as it provides detailed calculations and a narrative summary as to why it did so. This was done in the present case. Furthermore, as the Board noted on appeal, *all* vendors that submitted bids possessed a valid "Certificate of Responsibility."^[3] Consequently, we find nothing arbitrary or capricious in the Board's determination that Cooke's bid was not the "best" bid.

V. Whether the circuit court erred in allowing the Board to amend its bill of exceptions.

¶29. The circuit court scheduled a hearing on February 6, 2012, to consider Cooke's bill of exceptions and to review the Board's decision. A few days prior to the hearing, on January 27, 2012, Cooke filed a motion to supplement the record. The Board responded to the motion on January 30, 2012, and requested that the hearing be rescheduled in light of this last-minute information submitted by Cooke. The Board also filed an amended "Final Bill of Exceptions" on February 2, 2012. Cooke responded with a motion to strike the Board's final bill of exceptions on February 3, 2012.

¶30. Cooke contends there is no statutory or legal authority that permitted the Board to amend the bill of exceptions. Cooke cites Mississippi Code Annotated section 11-51-75 (Rev. 2012) to support its claim that only a party "aggrieved by a judgment" may file a "bill of exceptions" with the circuit court. Thus, Cooke argues that the final bill of exceptions is an improper response to its motion to supplement the record. Cooke further claims that the amended bill of exceptions violated Mississippi Code Annotation section 11-7-211 (Rev. 2004), which requires: Bills of exception, with the approval of the trial judge, may be amended at any time before the hearing on appeal, for the purpose of curing omissions, defects, or inaccuracy; but no such amendment shall be made until the parties interested *shall have been given five days' notice of such proposed amendment*.

(Emphasis added). Cooke argues that he had only three days' notice; therefore, the circuit court should not have allowed the Board to amend its response.

¶31. This issue was thoroughly considered by the circuit court at the hearing. The Board noted Cooke's objections and requested a continuance, expressing concern that this procedural issue would be brought on appeal. The circuit judge, responding to arguments by Cooke's counsel, Christopher Solop, stated:

I have reviewed all of this information, even the information that came in late Friday. And as I told you both in a telephonic hearing, . . . this Court doesn't like to play games with form over substance. I have been pretty open and I've allowed you and Mr. [David] Ott [(Board counsel)] to present information to the Court. And I've been pretty open about allowing this, and I will continue that mode. I'm not going to exclude what you have given me, either one of you.

He concluded that neither party was adversely prejudiced by the failure, stating that "a couple of days in the heat of battle in this litigious process has not impaired either one of your clients."

¶32. First, we agree with the circuit court's observation that Cooke's argument regarding the style of the Board's pleading is one of form over substance. The comment to Rule 7 of the Mississippi Rules of Civil Procedure ("Pleadings Allowed: Form of Motions") states: "The purpose of Rule 7 is to facilitate the court's ability to reach a just decision on the merits of a case by providing for a simple and elastic pleading and motion procedure which emphasize substance rather than form." Moreover, after the circuit court affirmed the Board's decision at the hearing, Cooke acquiesced to the court's findings and requested that the style of its own motion be amended:

Mr. Solop: May I, for the record, ask the Court to amend the style of our pleading to supplement the administrative record to a motion to amend the bill of exceptions[?] *I think it's, as you indicated, Your Honor, a matter of form over substance. It was, in fact, a motion that was intended to amend the bill of exceptions.* So for the record, I would like it to reflect that. The Court: I don't really have a problem with that. Mr. Ott, what do you say? Mr. Ott: Your Honor, I think that it might be cleaner and neater and in harmony with what your Honor has articulated if the Court ruled that *the bill of exceptions and the record before the Court on appeal clearly consisted of both Mr. Solop's supplement that was presented and filed on January 26[,] as well as the final bill of exceptions presented on Thursday of last week.*

(Emphasis added).

¶33. As to Cooke's second point of contention, there is no question that the Board failed to meet the five-day notice requirement from section 11-7-211. However, Cooke's motion to supplement the record was filed mere days before the hearing and contained letters intended to contradict any negative representation of Cooke's reputation. The motion to supplement included a letter to the project architect, dated December 9, 2011, threatening that negative comments against Cooke could result in civil legal action for defamation. Cooke also sent a similar letter to a vendor who had claimed Cooke did not pay for supplies in a timely manner. Thus, the Board notes that its amended final bill of exceptions, filed three days before the hearing, was necessary to clarify and complete the record. It contained affidavits from the letter recipients (the project architect and vendor) affirming their prior statements regarding Cooke's past performance.

¶34. "It is well settled that the bill of exceptions constitutes the record on appeal from a municipality's decision, and the circuit court must not consider matters that are not a part of that record." *Brinsmade v. City of Biloxi*, 70 So.3d 1159, 1165 (¶23) (Miss. Ct. App. 2011) (citing *Pruitt v. Zoning Bd. of City of Laurel*, 5 So.3d 464, 469 (¶14) (Miss. Ct. App. 2008)). In *Stewart v. City of Pascagoula*, 206 So.2d 325, 328 (Miss. 1968), the supreme court held:

The circuit court can only consider the case as made by the bill of exceptions. This is the only record before the circuit court, as an appellate court. If the bill of exceptions *is not complete and is fatally defective in that pertinent and important facts and documents are omitted therefrom, then the court does not have a record upon which it can intelligently act.*

(Emphasis added). In *McKee v. City of Starkille*, 97 So.3d 97, 101 (¶11) (Miss. Ct. App. 2012), this Court found that, although neither party "complied with the procedural requirements[,] . . . the bills of exceptions filed with the circuit court contained the 'pertinent and important facts and documents' and constituted 'a record upon which the court could intelligently act.'" (quoting *Wilkinson Cnty Bd. of Supervisors v. Quality Farms, Inc.*, 767 So.2d 1007, 1012 (¶14) (Miss. 2000)). Therefore, we concluded that the circuit court had subject-matter jurisdiction over the merits of the appeal.

¶35. The issue before both the circuit court and this Court is whether the Board acted in an arbitrary, capricious, or discriminatory manner in rejecting Cooke's bid. "[O]ur review is limited in scope and . . . we may not stray from the record as was presented before the Board when [its] decision was reached." *Mayor & Bd. of Aldermen of Clinton v. Hudson*, 774 So.2d 448, 453 (¶11) (Miss. Ct. App. 2000) (citing *Mathis v. City of Greenville*, 724 So.2d 1109, 1115 (¶26) (Miss. Ct. App. 1998)). Cooke's motion to supplement was entered three months after the filing of its notice of appeal and the original bill of exceptions. The exhibits to the motion to supplement were produced as a result of the Board's decision (i.e., the letters refuting the vendors' negative comments and threatening legal action). Consequently, it was not part of the record before the Board when it rendered its decision to award the bid to Hanco. Thus, the original bill of exceptions provided the court with a complete record with which to make an informed decision, and neither Cooke's motion to supplement nor the Board's final bill of exceptions was proper to complete the record before the circuit court.

¶36. Regardless, the circuit judge concluded at the hearing:
I think to be perfectly clear, the Court is going to allow in everything that I have received to date, period. And then if you want to take that up all on appeal, take it up. But I think the record that I have read is reflective of what has happened.

The circuit judge also stated in the "Order Affirming School Board Decision" filed on February 13, 2012:

[T]he court accepted, reviewed, and placed in [the] record all materials submitted on [February 3, 2012]. The parties *have both taken advantage of this*[,] and the Court has reviewed all information submitted and finds that all parties have had ample and sufficient time to review and to respond to everything that has been presented and *is part of the record on this Appeal and the Bill of Exceptions and accepts them as complete and correct.*

(Emphasis added). Similar to our holding in *McKee*, we acknowledge that the procedural requirement was not wholly adhered to in this instance. However, we agree with the circuit court's finding that any deficiency in notice did not affect the substantial rights of either party, and find no merit to this assignment of error.

CONCLUSION

¶37. The Board determined that Hanco had the "lowest and best bid." Factors affecting the

Board's decision to award the bid to Hanco were: (1) Hanco was a Mississippi resident contractor; (2) Hanco's bid was only 0.95% higher than Cooke's bid; and (3) Cooke had received some less-than-favorable reviews from suppliers concerning untimely payment and clients regarding delays in construction. As the Board noted in its response to Cooke's appeal, timely completion of the school's construction was "critical"; the school was scheduled for occupation "during Christmas break 2012." It speculated that any delay would have resulted in additional costs far exceeding the 0.95% difference in bid prices. There is no statutory or case authority that required the Board to award the contract to the lowest bidder, without consideration of these other factors.

¶38. As a result, we find no error in the circuit court's decision to affirm the Board's award of the contract to Hanco. Cooke's remaining issues on appeal – that Board members could be held personally liable and that Cooke was entitled to lost profits and attorneys' fees – are rendered moot by this decision.

¶39. THE JUDGMENT OF THE CIRCUIT COURT OF LAMAR COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED TO THE APPELLANT.

LEE, C.J., IRVING, P.J., ISHEE, ROBERTS, CARLTON, MAXWELL, FAIR AND JAMES, JJ.,
CONCUR. GRIFFIS, P.J., DISSENTS WITHOUT SEPARATE WRITTEN OPINION.

Notes:

[1] We also note that the bid proposals contained prices for excavation and soil removal that, if needed, would require a change order. Cooke's price per cubic yard was \$18; Hanco's was only \$15 per cubic yard for excavation and \$10 for soil removal and replacement. Therefore, it is possible that the \$89,000 price difference could be decreased if this work had been required.

[2] Section 31-3-21(3) requires a nonresident contractor to include its state's preference law with the sealed bid. Failure to do so results in a rejection of the bid. Neither party has brought this as an issue in the present case.

[3] See Miss. Code Ann. § 31-3-21(1)-(2)
