

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, October 18, 2016

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. PRESENTATION AGENDA

V. POLICY AGENDA

- V.-1 [2016-3030](#) Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2016-2017 and authorize publication of same.

Attachments: [Reso- Motor Veh Assessment Sch](#)
[executed Reso- Motor Veh Assessment Sch RES#2016-241](#)

- V.-2** [2016-498](#) Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments:[Adopt Reso MEMO 10-18-16](#)[Memo. M. Jordan, Remove Case #s 2 & 19, Unsafe Properties 10-18-16](#)[1. 712 Ida St.](#)[2. Removed.](#)[3. 709 Highland Ave.](#)[4. 706 E. 7th St.](#)[5. 716 E. 7th St.](#)[6. 717 E. 7th St.](#)[7. 800 E. 7th St.](#)[8. 2507 W. 7th St.](#)[9. 112 E. 8th St.](#)[10. 6310 Hwy 49 N.](#)[11. 205 Kensington Dr.](#)[12. 201 Mable St.](#)[13. 113 Saratoga Circle](#)[14. 719 Webster St.](#)[15. 802 W. Pine St.](#)[16. 701 Duane St.](#)[17. 321 Kimball Ave.](#)[18. 1413 N. Main St.](#)[19. Removed.](#)[executed 1. 712 Ida St. RES#2016-242](#)[executed 3. 709 Highland Ave. RES#2016-243](#)[executed 4. 706 E. 7th St. RES#2016-244](#)[executed 5. 716 E. 7th St. RES#2016-245](#)[executed 6. 717 E. 7th St. RES#2016-246](#)[executed 7. 800 E. 7th St. RES#2016-247](#)[executed 8. 2507 W. 7th St. RES#2016-248](#)[executed 9. 112 E. 8th St. RES#2016-249](#)[executed 10. 6310 Hwy 49 N. RES#2016-250](#)[executed 11. 205 Kensington Dr. RES#2016-251](#)[executed 12. 201 Mable St. RES#2016-252](#)[executed 13. 113 Saratoga Circle RES#2016-253](#)[executed 14. 719 Webster St. RES#2016-254](#)[executed 15. 802 W. Pine St. RES#2016-255](#)[executed 16. 701 Duane St. RES#2016-256](#)[executed 17. 321 Kimball Ave. RES#2016-257](#)[executed 18. 1413 N. Main St. RES#2016-258](#)

- V.-3** [2016-496](#) TAKE FROM THE TABLE and Adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.
- Attachments:** [RES-Energy Performance Disbursement 8](#)
[executed RES-Energy Performance Disbursement 8 RES#2016-259](#)
- V.-4** [2016-499](#) Adopt a Resolution authorizing Requisition No. 58 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.
- Attachments:** [2013 Bond Resolution No. 58](#)
[executed 2013 Bond Resolution No. 58 RES#2016-260](#)
- V.-5** [2016-3029](#) Adopt a Resolution establishing petty cash funds effective October 1, 2016 and approve issuance of a manual check to each custodian as of October 1, 2016.
- Attachments:** [Petty Cash Resolution- 10-2016](#)
[executed Petty Cash Resolution- 10-2016 RES#2016-261](#)
- V.-6** [2016-3003](#) APPROVE or DENY a petition filed by Martha Brewer, President, DAFS, INC., Applicant, DAFS, INC., Owner, to request a Use Permit Upon Review for a "Group Care Facility" as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue (Parcel 2-038A-15-.35.00, PPIN 12842, Ward 2). The Planning Commission voted to APPROVE on October 5, 2016.
- Attachments:** [October PC Minutes](#)
[Image Sheet - 705 Hall Ave - Use Permit on Review - Group Home](#)
[Staff Summary - 705 Hall Ave - Use Permit](#)
[705 Hall - Applicant sheet](#)
[705 Hall - Group Home Use Permit - Letter of support](#)
[DAFS Mission Statement](#)

- V.-7** [2016-3004](#) APPROVE or DENY a petition filed by John Connelly, Engineer, Joe Colee, Manager, Mar-Jac Poultry Mississippi, Owner, to request a variance from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2).
The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments: [October PC Minutes](#)
[Image Sheet - 1301 James St - Setback Variance](#)
[Staff Summary - 1303 James - Setback Variance](#)
[1301 James St - Applicant sheet](#)
[1301 James St - Fire House Pump Plan](#)

- V.-8** [2016-3005](#) APPROVE or DENY a petition filed by Scott Pipkins, Representative, Dan & Sue Reid, Owners, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4).
The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments: [October PC Minutes](#)
[Image Sheet - 807 Corinne St - Setback Variance](#)
[Staff Summary - 807 Corinne - Setback Variance](#)
[807 Corinne - Applicant sheet](#)
[807 Corinne St - Site plan Reid](#)

- V.-9** [2016-3006](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Hotel- Items E, F, G \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Hotel - Items E, F, G](#)
[Applicant Summary - Variance - Hotel-Transparency A](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-10** [2016-3007](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, as required in the Midtown Form-Based Code, to request a variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Hotel- Items E, F, G \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Hotel - Items E, F, G](#)
[Applicant Summary - Variance - Hotel-Transparency B](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-11** [2016-3008](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive facade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Hotel- Items E, F, G \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Hotel - Items E, F, G](#)
[Applicant Summary - Variance - Hotel-Transparency C](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-12** [2016-3009](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% for a variance of 28% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Building A - Item H \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Building A - Item H](#)
[Applicant Summary - Variance - Retail-Transparency A-Building A](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-13** [2016-3010](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Building B- Item I \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Building B - Item I](#)
[Applicant Summary - Variance - Retail-Transparency A-Building B](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-14** [2016-3011](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 36% for a variance of 24% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments:

[October PC Minutes](#)
[Image Sheet - Midtown Building C - Item J \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Building C - Item J](#)
[Applicant Summary - Variance - Retail-Transparency A-Building C](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-15** [2016-3012](#) APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% on Hardy Street and 42% on S. 31st Avenue for a variance of 28% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Attachments: [October PC Minutes](#)
[Image Sheet - Midtown Building D - Item K \(FBC Variance\)](#)
[Staff Summary - Midtown- 3000 Hardy Street - Building D - Item K](#)
[Applicant Summary - Variance - Retail-Transparency A-Building D](#)
[Midtown Tatum Approved Site Plan](#)
[Joel Ingram - District at Midtown Tatum development - Letter of Support](#)

- V.-16** [2016-2902](#) Take from the Table and Authorize Mayor to Approve and Accept Wireless Proposal from C-Spire for cellular service for the City of Hattiesburg.

Attachments: [Wireless RFP](#)
[MS ITS Technology Memo](#)
[AT&T Proposal](#)
[CSpire Proposal](#)
[2016 wireless RFP Evaluation](#)

- V.-17** [2016-3033](#) Authorize Mayor to execute in quadruplicate an Ad Valorem Property Taxes Agreement between the City of Hattiesburg and Hattiesburg Clinic Professional Association, in relation to a parcel of land located at the corner of U.S. Highway 11 and Parkway Boulevard in the City of Hattiesburg.

Attachments: [Ad Valorem Tax Agreement-Hattiesburg Clinic](#)
[executed Ad Valorem Tax Agreement-Hattiesburg Clinic](#)

- V.-18** [2016-3018](#) Authorize the Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1001 Field Program.

Attachments: [MSFA- Agreement](#)
[executed MSFA- Agreement](#)

- V.-19** [2016-3031](#) Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting along the Long Leaf Walking Trail that runs East of Highway 49 for a one time up-front cost of \$48,453.00 and a monthly cost of \$2,484.00.

Attachments: [Long Leaf Trace walking Trail \(East of Highway 49\)](#)
[executed Long Leaf Trace walking Trail \(East of Highway 49\)](#)

- V.-20** [2016-3037](#) Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg, per the rates for labor, equipment, and outside equipment, parts, materials and vendors proposed in Attachment B.

Attachments: [Professional Services Contract, L & A, North and South Lagoons, 10-18-16](#)
[executed Professional Services Contract, L & A, North and South Lagoons, 10-](#)

- V.-21** [2016-3036](#) Acknowledge and approve execution of agreement with APG Neuros for one-year Maintenance Service Plan for the South Lagoon, at a cost of \$30,375.00. (nunc pro tunc).

Attachments: [P.O. & Maintenance Service Plan, South Lagoon, APG Neuros, 10-18-16](#)

- V.-22** [2016-3028](#) Approve and authorize Mayor to execute, in duplicate, an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services to upgrade the existing drainage system, replace and extend the existing sanitary sewer system, and relocate the existing water lines along 30th Avenue, Chevy Chase Drive, and 31st Avenue.

Attachments: [30th Ave Improvements Agreement](#)
[executed 30th Ave Improvements Agreement](#)

- V.-23** [2016-3023](#) Approve and authorize Mayor to execute, in quintuplicate, Supplemental Agreement No. 1 with Jet Construction, Inc. to install 5,915 linear feet of fencing along the Longleaf Trace Phase III Project for an increased cost of \$154,444.00.

Attachments: [12932.001 Supplemental Agreement No. 1 Part Exec](#)
[executed 12932.001 Supplemental Agreement No. 1 Part Exec](#)

- V.-24** [2016-3024](#) Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway 49, Hattiesburg, MS.

Attachments: [KS Pep's Point- Agreement](#)
[executed KS Pep's Point- Agreement](#)

- V.-25** [2016-3013](#) Ratify and confirm the Mayor's re-appointment of Mardis Walters (W2) to the Housing Authority Board for a term beginning 9/17/2016 and ending 9/16/2021.

Attachments: [Data Sheet- Walters](#)

VI. ROUTINE AGENDA

- VI.-1** [2016-3000](#) Acknowledge receipt of monthly budget report for the month ending September 30, 2016, on permanent file in the City Clerk's Office.

Attachments: [EXP16.0916](#)
 [REV16.0916](#)

- VI.-2** [2016-3014](#) Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and 2016, from Topp McWorther Harvey, PLLC(on file in the City Clerk's Office).

- VI.-3** [2016-2998](#) Accept grant offer from the Mississippi Department of Transportation Aeronautics Division in the amount of \$8,979.00 for the Hattiesburg-Bobby L. Chain Municipal Airport; Authorize Mayor to execute Airport Federal Matching Grant Agreement (Project No. AIP-3-28-0031-023-2016) in triplicate.

Attachments: [MDOT Grant Agreement](#)
 [executed MDOT Grant Agreement](#)

- VI.-4** [2016-3021](#) Approve plans and specifications for the Pathway Improvements From Train Depot to Chain Park Project STP-8771-00(002) LPA/106943-701000; Authorize advertisement for bids for same.

Attachments: [106943-701000 Final Plans](#)
 [106943-701000 Final Specs](#)
 [Bid Advertisement](#)
 [executed Bid Advertisement](#)

- VI.-5** [2016-3020](#) Approve a Tenant Based Rental Assistance Contract with Shoemaker Property Management, LLC in the amount of \$835.00 (on behalf of Irene Martin) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Attachments: [Shoemaker Property Mgmt TBRA Contract 10-18-2016](#)

- VI.-6** [2016-3019](#) Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Attachments: [Memorandum for CDBG Payment 10-18-2016](#)
 [Receipts- Bradley home Improvements](#)
 [Bradley Home Improvement](#)

- VI.-7** [2016-3022](#) Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Attachments: [Memorandum for CDBG Payment #2 10-18-16](#)

- VI.-8** [2016-2999](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Deed Receipts \(10-18-16\)](#)
 [Deeds \(10-18-16\)](#)
 [executed Deeds \(10-18-16\)](#)

- VI.-9** [2016-3032](#) Approve claims docket for the period ending October 14, 2016.

Attachments: [10-18-16 Claims Docket](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-3030

File ID: 2016-3030

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/12/2016

Brief Title: Adoption of Motor Vehicle Assessment Schedule.

Final Action: 10/18/2016

Minute Book Number:

Title:

Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2016-2017 and authorize publication of same.

Notes:

Sponsors:

Enactment Date:

Attachments: Reso- Motor Veh Assessment Sch, executed Reso- Motor Veh Assessment Sch RES#2016-241

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	10/18/2016	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2016-2017 and authorize publication of same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3030

Title

Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year

2016-2017 and authorize publication of same.

Summary

Resolution of final order of Motor Vehicle Assessment Schedule.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2016-2017

WHEREAS, on September 20, 2016 the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2016-2017 by Order appearing in Minute Book 2016 at page(s)256 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2016 at page(s) 256.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2015-16, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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

YEAS:

NAYS:

Absent:

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT SCHEDULE FOR FISCAL YEAR 2016-2017

WHEREAS, on September 20, 2016 the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2016-2017 by Order appearing in Minute Book 2016 at page(s) 256 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2016 at page(s) 256.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2015-16, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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

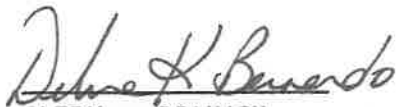
YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: Absent: Bradley

The President thereby declared the motion carried and the Resolution adopted, this the 18th day of October, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

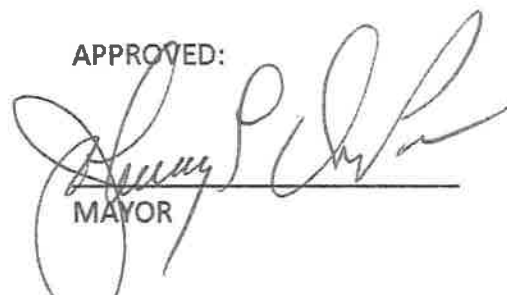

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-498

File ID: 2016-498

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Condemnation Resolution, 10-18-16

Final Action: 10/18/2016

Minute Book Number:

Title:

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Notes:

Sponsors:

Enactment Date: 10/18/2016

Attachments: Adopt Reso MEMO 10-18-16, Memo. M. Jordan, Remove Case #s 2 & 19, Unsafe Properties 10-18-16, 1. 712 Ida St., 2. Removed., 3. 709 Highland Ave., 4. 706 E. 7th St., 5. 716 E. 7th St., 6. 717 E. 7th St., 7. 800 E. 7th St., 8. 2507 W. 7th St., 9. 112 E. 8th St., 10. 6310 Hwy 49 N., 11. 205 Kensington Dr., 12. 201 Mable St., 13. 113 Saratoga Circle, 14. 719 Webster St., 15. 802 W. Pine St., 16. 701 Duane St., 17. 321 Kimball Ave., 18. 1413 N. Main St., 19. Removed., executed 1. 712 Ida St. RES#2016-242, executed 3. 709 Highland Ave. RES#2016-243, executed 4. 706 E. 7th St. RES#2016-244, executed 5. 716 E. 7th St. RES#2016-245, executed 6. 717 E. 7th St. RES#2016-246, executed 7. 800 E. 7th St. RES#2016-247, executed 8. 2507 W. 7th St. RES#2016-248, executed 9. 112 E. 8th St. RES#2016-249, executed 10. 6310 Hwy 49 N. RES#2016-250, executed 11. 205 Kensington Dr. RES#2016-251, executed 12. 201 Mable St. RES#2016-252, executed 13. 113 Saratoga Circle RES#2016-253, executed 14. 719 Webster St. RES#2016-254, executed 15. 802 W. Pine St. RES#2016-255, executed 16. 701 Duane St. RES#2016-256, executed 17. 321 Kimball Ave. RES#2016-257, executed 18. 1413 N. Main St. RES#2016-258

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Akwete Muhammad

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Adopt				Pass
	Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Delgado, Carroll, Dryden and Naylor						
	Nays: 0						
	Absent: 1 - Bradley						
			Yea: 4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
			TEL-No Vote: 0				

Text of Legislative File 2016-498

Title

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Summary

Condemnation Resolution, 10-18-16

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: October 18th, 2016

RE: Adopt Resolution

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 712 Ida Ave.	21515	5	T&L,OS,OGL
2. 1600 E. Hardy St.	20242/33661	2	T&L,DS,OS,ES,IS
3. 709 Highland Ave.	21429	5	T&L,OGL,VS
4. 706 E. 7 th St.	17504	2	T&L,OGL,VS, DS,DM
5. 716 E. 7 th St.	17480	2	T&L,OGL,VS, DS,DM
6. 717 E. 7 th St.	17452	2	T&L,OGL,VS, DS,DM
7. 800 E. 7th St.	25886	2	VS,DS,DM
8. 2507 W 7th St.	14823	2	T&L,DM,OGL,VS,US,DS X's 2
9. 112 E. 8th St.	19805	2	T&L,OGL,VS,DS
10. 6310 Hwy 49 N.	14821	2	T&L,OGL,OS
11. 205 Kensington Dr.	03991	3	OGL
12. 201 Mable St.	20527	2	T&L,OGL,VS,DS
13. 113 Saratoga Cir.	22714	4	T&L,OGL,OS,VS,AV,PT
14. 719 Webster St.	22027	2	T&L,OGL,VS,DS,PT,HT,DM
15. 802 W. Pine St.	19265	4	T&L,OGL,VS
16. 701 Duane St.	22850	4	T&L,OGL,VS,DS

17. 321 Kimball Ave.	25170	4	VS,DS
18. 1413 N. Main St.	14497	2	T&L,OGL,VS X's 2
19. 6294 & 6296 Hwy 49 N.	14821	2	DS,US,DM

Trash & Litter=T&L
 Vacant Structure=VS
 Dangerous Structure=DS
 Overgrown Lot=OGL
 Open Storage=OS
 Protective Treatment=PT
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Interior Structure=IS
 Exterior Structure=ES
 Hazardous Tree=HT
 X's2=2 Structures
 Demo=DM

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



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager 

DATE: October 18, 2016

RE: Removal of Case # 2 & 19 from List of Unsafe Properties

Code Enforcement Division requests the removal of items 2 and 19 on the Memo for Setting of Public Hearing dated for October 17, 2016. Item # 2 Parcel 2-030L-11-229 and 2-030L-11-230 is being removed in order to meet statutory requirements for advertising. Item # 19 Parcel 2-028G-05-055 is being removed as the owners of these properties have taken responsibility for correcting the violations.

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-203, 712 IDA ST. HATTIESBURG, MS 39401, or better described as, The Northeast Half of the Southwest Half of Lot, Block 49 of the D.D. MCINNIS 3RD ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, STATE OF MISSISSIPPI, MELVIN KING

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030L-11-230 (PPIN# 20242), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 11 and 12 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MERRITT INC, HOLLY NICHOLS LLC, KEVIN BRELAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Interior Structure (International Property Maintenance Code, Sec. 305)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030L-11-229 (PPIN# 33661), 1600 E. HARDY ST. HATTIESBURG, MS 39401, or better described as, Lots 13, 14, 15 and 16 Block 8 of the MAGRUDER & COMPANY ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: NOTLUGE FLP, BENNETT HILLS INC, KEVIN BRELAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Interior Structure (International Property Maintenance Code, Sec. 305)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-165, 709 HIGHLAND AVE. HATTIESBURG, MS 39401, or better described as, A part of Lot 2, Block 35 of the D.D MCINNIS THIRD SURVEY, or Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being particularly described as follows, to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and un thence along the NW margin of 25th Avenue in a southeasterly direction 200 feet to and for the point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of 25th avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning. The above described land is a part of Section 16, T4N, R13W in the County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, SHO LLC, STAMP HOUSE HOLDINGS LLC, LEO H. PATRICK & LULA AGNES PATRICK

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
City of Hattiesburg
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P.O. Box 1898
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RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-150, 706 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 16 and 17 Block 37 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, WACHOVIA BANK NATIONAL ASSOCIATION, QUEEN B. NELSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
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RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-158, 716 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lot 15 Block 36 of the HICKS SUBDIVISIOSN OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, GREENTREE FINANCIAL SERVICING CORPORATION, OLLIE HARRIS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
City of Hattiesburg
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P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-267, 717 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 2 and the North half of a vacated alley on the South side, Block 35 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MICHAEL SMITH AND PEGGY BUTLER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-223, 800 E. 7TH ST. HATTIESBURG, MS 39401, or better described as PT E 1/2 SE 1/4 BEG SW COR NE, 1/4 SE 1/4 N 122FT E 40FT S, 162FT W 40FT N 40FT TO BEG, PREV #:H1004-00-037, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: BARBARA SIGWORTH ETAL CYNTHIA O'MAR, TIFFANY R. POWERS, & ALLIE TROTTER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-051, 2507 W. 7TH ST. HATTIESBURG, MS 39401, or better described as BG 105 W SE CR LT 10 N 210 W 60 FT S 210 FT E60 TO BG BLK 10 PREV#: H0176-01-014 BERTIE BRASWELL ODOM-ESTATE, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TTLBL LLC, MAXON LLC, BERTIE BRASWELL ODOM

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Dangerous Structure X's 2 (International Property Maintenance Code Sec. 108.1.5)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-009, 112 E. 8TH ST. HATTIESBURG, MS 39401, or better described as, LT 6 BLK 1, PREV #:H0472-01-002, DB 778 PG 580 9/97, in the City of Hattiesburg, Forrest County, Mississippi, as per the official plat map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: INTREPID GROUP LLC, ISAAC REED

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-055, 6310 HWY 49 N. HATTIESBURG, MS 39401, or better described as, A part of Lot 10 of the M. and FLORA DUNN SUBDIVISION in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 10 (at the North side of Seventh Street) and thence run S89° 56'54"W along the South line of Lot 10 and along the North margin line of West Seventh Street for 165 feet to and for the Point of Beginning, thence run N0°56'00"E and parallel with the East line of said Lot 10 for 400 feet, thence run N89°57'25"E for 165 feet to a point on the East line of said Lot 10, thence run N0°56'00"E along the East line of said Lot 10 for 200 feet, thence run S89°57'25"W for 23.11 feet to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run S0°04'16"W along said Eastern ROW line of said Highway for 600 feet to a point on the Northern ROW line of West Seventh Street, thence run N89°56'54"E along said North ROW line of West Seventh Street for 59.08 feet, to the Point of Beginning, and comprising 1.63 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

The hereinabove described property is the same as that described of record as follows:

Commence at the Southeast corner of Lot 10 of the M. & FLORA A. DUNN SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, and thence run West 165 feet to and for the Point of Beginning, thence run North 400 feet, thence run East 165 feet, thence run North 200 feet, thence run West 225 feet to the East right-of-way line of U.S. Highway No. 49, thence run South along said Eastern right-of-way line 600 feet, more or less, to the South line of said Lot 10, thence run East along South line of said Lot 10 for a distance of 54 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: UNION PLANTERS BANK, CHARLES W. CARLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

Dangerous Structure (International Property Maintenance Code Sec.

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 056A-13-030, 205 KENSINGTON DR. HATTIESBURG, MS 39402, or better described as, Lot 21 of the KENSINGTON WOODS FIRST ADDITION, in the City of Hattiesburg, Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BUILTMORE HOMES LLC, WOODMARK INVESTMENTS LLC, MORTON STRICKLAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-066, 201 MABLE ST. HATTIESBURG, MS 39401, or better described as, LOT TEN (10) IN BLOCK ONE (1) OF THE C.J. MILLER SUBDIVISION OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, the owner of the property is: BENNETT HILLS INC., U.S. BANK NATIONAL ASSOCIATION, SHUND MCKNIGHT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-027, 113 SARATOGA CIRCLE HATTIESBURG, MS 39401, or better described as Lot 52, PARK HAVEN NORTH SUBDIVISION, as per plat Book 9 Page 3, Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TTLBL LLC, MS TTL LLC RAI AS CUSTODIAN, PROPERTY ACCEPTANCE CORP, GRAYSON REUBEN E. JR AKA RICKY GRAYS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec.308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Open Storage (Land Development Code, Sec. 87)
Abandoned Vehicle (Code of Ordinance Sec. 16.31)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-037D-14-088, 719 WEBSTER ST. HATTIESBURG, MS 39401, or better described as, Lot Eight (8), Block One (1) of the C.N. TOWNSEND SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and the same being located in Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, and the same being leasehold property for a period of ninety (99) years from July 7, 1950;

AND ALSO:

Lot Four (4), Block Three (3) of MCINNIS, MITCHELL AND LONGRE SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MID PROPERTIES LLC, DOUGLAS WINSTON, ARRINGTON DARLENE HOLMES, MACK & JOSEPHINE FAIRLEY,

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Hazardous Tree (Land Development Code, Sec. 79.13)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029N-09-308, 802 WEST PINE ST. HATTIESBURG, MS 39401, or better described as, Lots 15 AND 16, Block 137 of the KAMPER WHINNERY EXTENSION No.2 SURVEY OR ADDITION Of the City of Hattiesburg, Forrest County, Mississippi, as per the official plat map thereof On file in the office of the Chancery Clerk of Forrest County, Mississippi. Together with the improvements thereon and Belonging.

WHEREAS, the owner of the property is: TTLBL LLC, HEARTWOOD 88 INC, MARATHON ASSET MANAGEMENT, G. HAMP COOLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-056, 701 DUANE ST. HATTIESBURG, MS 39401 All of Lot 1, Block 3 of and according to the Parkview Subdivision of a part of the NW ¼ of the NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, in the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file the office of the Chancery Clerk, of Forrest county, Mississippi, in plat Book 8at Page 18: said parcel of land having a frontage of 105 feet on Duane Street in the City of Hattiesburg, Mississippi and extending North between parallel lines a uniform depth of 117.84 feet to ten foot alley or easement; together with all improvements thereon and all appurtenances thereunto belonging.

WHEREAS, the owner of the property is: S.S.M.D. LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-300, 321 KIMBALL AVE. HATTIESBURG, MS 39402, or better described as, The North Sixty-Six and Five-Tenths feet (66.5 feet) of Lot 12 in Block 3 of and according to the T.D. WILSON SURVEY OR ADDITION, to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereon on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging, the said property having frontage of 66.5' on Kimball Avenue in the City of Hattiesburg and extending back in parallel lines a distance of 150' to an alley.

WHEREAS, the owner of the property is: T.B. BARGE, RICHARD LEWIS WILKINS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-025, 1413 N. MAIN ST. HATTIESBURG, MS 39401, or better described as, COM SW/CR SE 1/4 SE ALG NE MGR, N MAIN ST 309.3 FOR POB E 490, MOL TO ROW G S I RR SELY, 265.53 SWLY 519.2MOL NLY 206, TO POB BLK 172, PREV #:H0144-03-003, in the City of Hattiesburg, Forrest County Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: MARY FRANCIS MORRIS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure X's 2 (International Property Maintenance Code, Sec. 301.3)
Hazardous Tree (Land Development Code, Sec. 79.13)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-055, 6294 HWY 49 N. HATTIESBURG, MS 39401, or better described as, A part of Lot 10 of the M. and FLORA DUNN SUBDIVISION in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 10 (at the North side of Seventh Street) and thence run S89° 56'54"W along the South line of Lot 10 and along the North margin line of West Seventh Street for 165 feet to and for the Point of Beginning, thence run N0°56'00"E and parallel with the East line of said Lot 10 for 400 feet, thence run N89°57'25"E for 165 feet to a point on the East line of said Lot 10, thence run N0°56'00"E along the East line of said Lot 10 for 200 feet, thence run S89°57'25"W for 23.11 feet to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run S0°04'16"W along said Eastern ROW line of said Highway for 600 feet to a point on the Northern ROW line of West Seventh Street, thence run N89°56'54"E along said North ROW line of West Seventh Street for 59.08 feet, to the Point of Beginning, and comprising 1.63 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

The hereinabove described property is the same as that described of record as follows:

Commence at the Southeast corner of Lot 10 of the M. & FLORA A. DUNN SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, and thence run West 165 feet to and for the Point of Beginning, thence run North 400 feet, thence run East 165 feet, thence run North 200 feet, thence run West 225 feet to the East right-of-way line of U.S. Highway No. 49, thence run South along said Eastern right-of-way line 600 feet, more or less, to the South line of said Lot 10, thence run East along South line of said Lot 10 for a distance of 54 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: UNION PLANTERS BANK, CHARLES W. CARLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Dangerous Structure (International Property Maintenance Code Sec.
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-055, 6296 HWY 49 N. HATTIESBURG, MS 39401, or better described as, A part of Lot 10 of the M. and FLORA DUNN SUBDIVISION in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 10 (at the North side of Seventh Street) and thence run S89° 56'54"W along the South line of Lot 10 and along the North margin line of West Seventh Street for 165 feet to and for the Point of Beginning, thence run N0°56'00"E and parallel with the East line of said Lot 10 for 400 feet, thence run N89°57'25"E for 165 feet to a point on the East line of said Lot 10, thence run N0°56'00"E along the East line of said Lot 10 for 200 feet, thence run S89°57'25"W for 23.11 feet to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run S0°04'16"W along said Eastern ROW line of said Highway for 600 feet to a point on the Northern ROW line of West Seventh Street, thence run N89°56'54"E along said North ROW line of West Seventh Street for 59.08 feet, to the Point of Beginning, and comprising 1.63 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

The hereinabove described property is the same as that described of record as follows:

Commence at the Southeast corner of Lot 10 of the M. & FLORA A. DUNN SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, and thence run West 165 feet to and for the Point of Beginning, thence run North 400 feet, thence run East 165 feet, thence run North 200 feet, thence run West 225 feet to the East right-of-way line of U.S. Highway No. 49, thence run South along said Eastern right-of-way line 600 feet, more or less, to the South line of said Lot 10, thence run East along South line of said Lot 10 for a distance of 54 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: UNION PLANTERS BANK, CHARLES W. CARLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

Dangerous Structure (International Property Maintenance Code Sec.

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

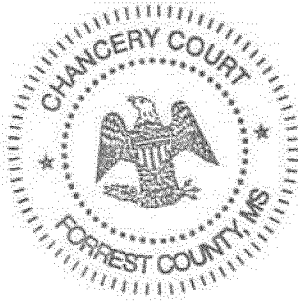
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-203, 712 IDA ST. HATTIESBURG, MS 39401, or better described as, The Northeast Half of the Southwest Half of Lot, Block 49 of the D.D. MCINNIS 3RD ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, STATE OF MISSISSIPPI, MELVIN KING

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

Inst. 754577
Bk 1241 Pg 0557

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

YEAS: Delgado
Carroll
Dryden
Naylor

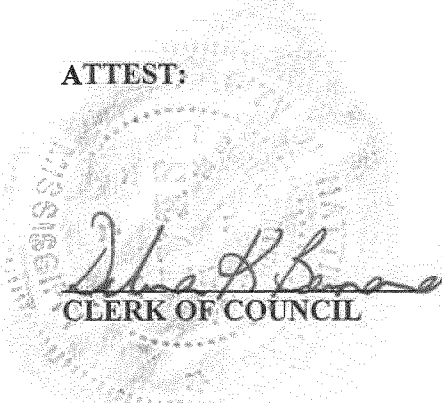
NAYS: None

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:



Alma H. Benardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

Inst. 754577
Bk 1241 Pg 0558

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-203, 712 IDA ST. HATTIESBURG, MS 39401, or better described as, The Northeast Half of the Southwest Half of Lot, Block 49 of the D.D. MCINNIS 3RD ADDITION, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, STATE OF MISSISSIPPI, MELVIN KING

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Open Storage (Land Development Code, Sec. 87)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

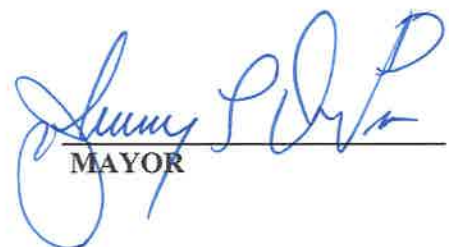

PRESIDENT

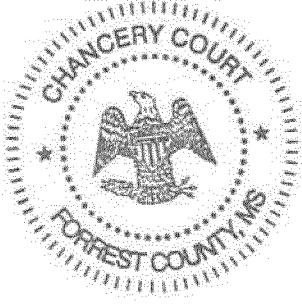
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



Forrest County
Filed/Recorded OCTOBER 27 2016 02:41:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-165, 709 HIGHLAND AVE. HATTIESBURG, MS 39401, or better described as, A part of Lot 2, Block 35 of the D.D MCINNIS THIRD SURVEY, or Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being particularly described as follows, to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and un thence along the NW margin of 25th Avenue in a southeasterly direction 200 feet to and for the point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of 25th avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning. The above described land is a part of Section 16, T4N, R13W in the County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, SHO LLC, STAMP HOUSE HOLDINGS LLC, LEO H. PATRICK & LULA AGNES PATRICK

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

**Inst. 754578
Bk 1241 Pg 0559**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:
Delgado
Carroll
Dryden
Naylor

NAYS:
None

ABSENT:
Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Inst. 754578
Bk 1241 Pg 0560

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-165, 709 HIGHLAND AVE. HATTIESBURG, MS 39401, or better described as, A part of Lot 2, Block 35 of the D.D MCINNIS THIRD SURVEY, or Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, and being particularly described as follows, to-wit:

Begin at the East corner of Lot 3, Block 35 of said survey, which point is located at the intersection of the SW margin of Ashford Street, with the NW margin of 25th Avenue and un thence along the NW margin of 25th Avenue in a southeasterly direction 200 feet to and for the point of beginning, run thence at right angles and parallel with Ashford Street in a Northwesterly direction 120 feet, run thence at right angles and parallel with 25th Avenue in a Southwesterly direction 50 feet, run thence at right angles and parallel with Ashford Street in a Southeasterly direction 120 feet to the NW margin of 25th avenue, run thence at right angles in a Northeasterly direction along the NW margin of 25th Avenue 50 feet to the point of beginning. The above described land is a part of Section 16, T4N, R13W in the County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY HATTIESBURG PUBLIC SCHOOL DISTRICT, SHO LLC, STAMP HOUSE HOLDINGS LLC, LEO H. PATRICK & LULA AGNES PATRICK

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

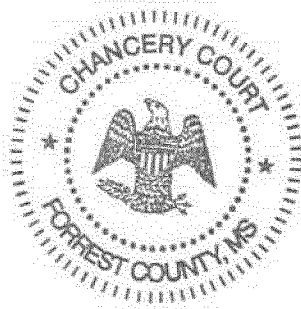
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:


CITY CLERK


MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-150, 706 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 16 and 17 Block 37 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, WACHOVIA BANK NATIONAL ASSOCIATION, QUEEN B. NELSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

Inst. 754579
Bk 1241 Pg 0561

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

ABSENT:

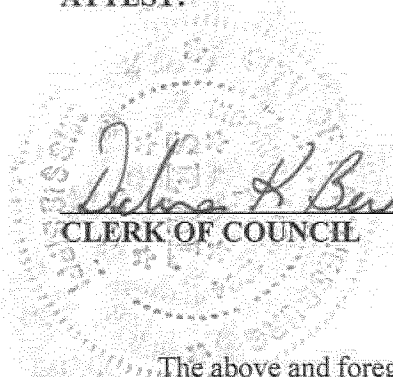
Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:


Dolores H. Burando
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR

Inst. 754579
Bk 1241 Pg 0562

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-150, 706 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 16 and 17 Block 37 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, WACHOVIA BANK NATIONAL ASSOCIATION, QUEEN B. NELSON

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL

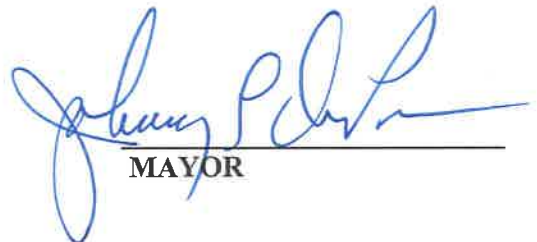

PRESIDENT

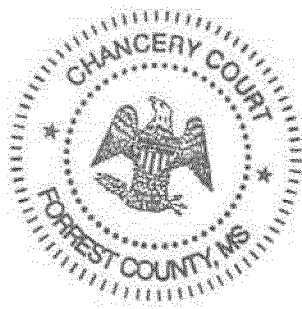
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:


CITY CLERK


MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness, as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-158, 716 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lot 15 Block 36 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, GREENTREE FINANCIAL SERVICING CORPORATION, OLLIE HARRIS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 754580
Bk 1241 Pg 0563**

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

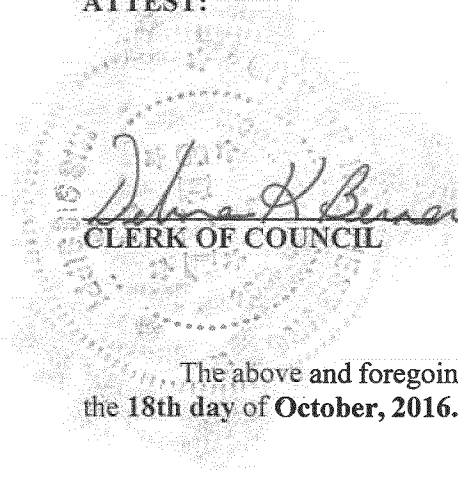
ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:



Debra H. Bernards
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

Inst. 754580
Bk 1241 Pg 0564

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-158, 716 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lot 15 Block 36 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: STATE OF MISSISSIPPI, GREENTREE FINANCIAL SERVICING CORPORATION, OLLIE HARRIS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

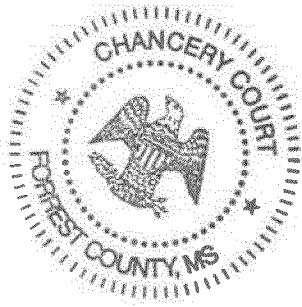
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



Forrest County
Filed/Recorded OCTOBER 27 2016 02:47:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-267, 717 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 2 and the North half of a vacated alley on the South side, Block 35 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MICHAEL SMITH AND PEGGY BUTLER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 754581
Bk 1241 Pg 0565**

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

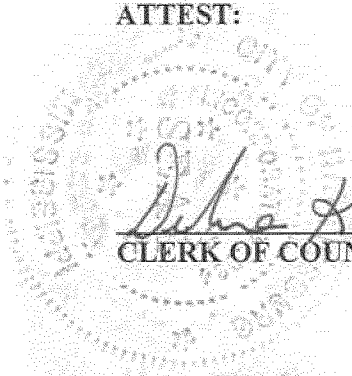
ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:



Diane K. Burrows
CLERK OF COUNCIL

ADOPTED:

G. Gail
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

Inst. 754581
Bk 1241 Pg 0566

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-267, 717 E. 7TH ST. HATTIESBURG, MS 39401, or better described as Lots 2 and the North half of a vacated alley on the South side, Block 35 of the HICKS SUBDIVISION OF THE HARDY AND SCOTT SURVEY, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MICHAEL SMITH AND PEGGY BUTLER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-223, 800 E. 7TH ST. HATTIESBURG, MS 39401, or better described as PT E 1/2 SE 1/4 BEG SW COR NE, 1/4 SE 1/4 N 122FT E 40FT S, 162FT W 40FT N 40FT TO BEG, PREV #:H1004-00-037, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: BARBARA SIGWORTH ETAL CYNTHIA O'MAR, TIFFANY R. POWERS, & ALLIE TROTTER

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-051, 2507 W. 7TH ST. HATTIESBURG, MS 39401, or better described as BG 105 W SE CR LT 10 N 210 W 60 FT S 210 FT E60 TO BG BLK 10 PREV#: H0176-01-014 BERTIE BRASWELL ODOM-ESTATE, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TTLBL LLC, MAXON LLC, BERTIE BRASWELL ODOM

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Dangerous Structure X's 2 (International Property Maintenance Code Sec. 108.1.5)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-009, 112 E. 8TH ST. HATTIESBURG, MS 39401, or better described as, LT 6 BLK 1, PREV #:H0472-01-002, DB 778 PG 580 9/97, in the City of Hattiesburg, Forrest County, Mississippi, as per the official plat map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: INTREPID GROUP LLC, ISAAC REED

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

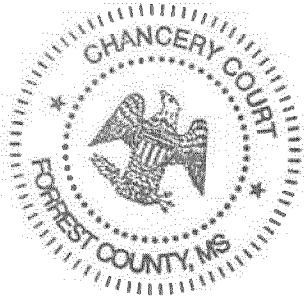
ATTEST:

APPROVED:


CITY CLERK


MAYOR

Forrest County
Filed/Recorded OCTOBER 27 2016 03:04:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-055, 6310 HWY 49 N. HATTIESBURG, MS 39401, or better described as, A part of Lot 10 of the M. and FLORA DUNN SUBDIVISION in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 10 (at the North side of Seventh Street) and thence run S89° 56' 54"W along the South line of Lot 10 and along the North margin line of West Seventh Street for 165 feet to and for the Point of Beginning, thence run N0°56'00"E and parallel with the East line of said Lot 10 for 400 feet, thence run N89°57'25"E for 165 feet to a point on the East line of said Lot 10, thence run N0°56'00"E along the East line of said Lot 10 for 200 feet, thence run S89°57'25"W for 23.11 feet to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run S0°04'16"W along said Eastern ROW line of said Highway for 600 feet to a point on the Northern ROW line of West Seventh Street, thence run N89°56'54"E along said North ROW line of West Seventh Street for 59.08 feet, to the Point of Beginning, and comprising 1.63 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

The hereinabove described property is the same as that described of record as follows:

Commence at the Southeast corner of Lot 10 of the M. & FLORA A. DUNN SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, and thence run West 165 feet to and for the Point of Beginning, thence run North 400 feet, thence run East 165 feet, thence run North 200 feet, thence run West 225 feet to the East right-of-way line of U.S. Highway No. 49, thence run South along said Eastern right-of-way line 600 feet, more or less, to the South line of said Lot 10, thence run East along South line of said Lot 10 for a distance of 54 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: UNION PLANTERS BANK, CHARLES W. CARLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

Inst. 754585
Bk 1241 Pg 0573

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
Dangerous Structure (International Property Maintenance Code Sec.
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

Inst. 754585
Bk 1241 Pg 0574

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Inst. 754585
Bk 1241 Pg 0575

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028G-05-055, 6310 HWY 49 N. HATTIESBURG, MS 39401, or better described as, A part of Lot 10 of the M. and FLORA DUNN SUBDIVISION in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SE Corner of said Lot 10 (at the North side of Seventh Street) and thence run S89° 56' 54"W along the South line of Lot 10 and along the North margin line of West Seventh Street for 165 feet to and for the Point of Beginning, thence run N0°56'00"E and parallel with the East line of said Lot 10 for 400 feet, thence run N89°57'25"E for 165 feet to a point on the East line of said Lot 10, thence run N0°56'00"E along the East line of said Lot 10 for 200 feet, thence run S89°57'25"W for 23.11 feet to the intersection with the Eastern ROW line of U.S. Highway No. 49, thence run S0°04'16"W along said Eastern ROW line of said Highway for 600 feet to a point on the Northern ROW line of West Seventh Street, thence run N89°56'54"E along said North ROW line of West Seventh Street for 59.08 feet, to the Point of Beginning, and comprising 1.63 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

The hereinabove described property is the same as that described of record as follows:

Commence at the Southeast corner of Lot 10 of the M. & FLORA A. DUNN SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, and thence run West 165 feet to and for the Point of Beginning, thence run North 400 feet, thence run East 165 feet, thence run North 200 feet, thence run West 225 feet to the East right-of-way line of U.S. Highway No. 49, thence run South along said Eastern right-of-way line 600 feet, more or less, to the South line of said Lot 10, thence run East along South line of said Lot 10 for a distance of 54 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: UNION PLANTERS BANK, CHARLES W. CARLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

Dangerous Structure (International Property Maintenance Code Sec.

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)

Open Storage (Land Development Code, Sec. 87)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

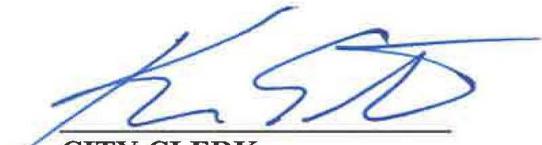
ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

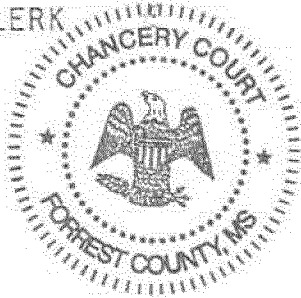
406

FILED

2016 NOV 7 AM 8 08

Forrest County
Filed/Recorded OCTOBER 27 2016 03:19:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

WAYNE SMITH
CHANCERY CLERK



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 056A-13-030, 205 KENSINGTON DR. HATTIESBURG, MS 39402, or better described as, Lot 21 of the KENSINGTON WOODS FIRST ADDITION, in the City of Hattiesburg, Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BUILTMORE HOMES LLC, WOODMARK INVESTMENTS LLC, MORTON STRICKLAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

Inst. 754586
Bk 1241 Pg 0576

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

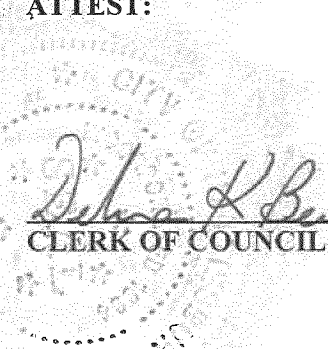
YEAS:	Delgado	NAYS:		ABSENT:	Bradley
	Carroll		None		
	Dryden				
	Naylor				

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:


Debra L. Benson
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR



~~CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
Lamar County
Wayne Smith, Chancery Clerk
Page _____
Book _____
Abstracted _____
Indexed _____
D.C. _____~~

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
Lamar County
Wayne Smith, Chancery Clerk
LD Book 25-0 Page 466
Indexed ☒ Recorded ☒ Abstracted _____
Debra L. Benson R. Hardwick D.C.

Inst. 754586
Bk 1241 Pg 0577

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 056A-13-030, 205 KENSINGTON DR. HATTIESBURG, MS 39402, or better described as, Lot 21 of the KENSINGTON WOODS FIRST ADDITION, in the City of Hattiesburg, Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BUILTMORE HOMES LLC, WOODMARK INVESTMENTS LLC, MORTON STRICKLAND

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

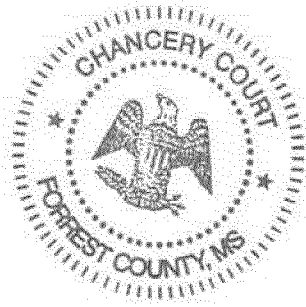
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:


CITY CLERK


MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-066, 201 MABLE ST. HATTIESBURG, MS 39401, or better described as, LOT TEN (10) IN BLOCK ONE (1) OF THE C.J. MILLER SUBDIVISION OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, the owner of the property is: BENNETT HILLS INC., U.S. BANK NATIONAL ASSOCIATION, SHUND MCKNIGHT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

Inst. 754587
Bk 1241 Pg 0578

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

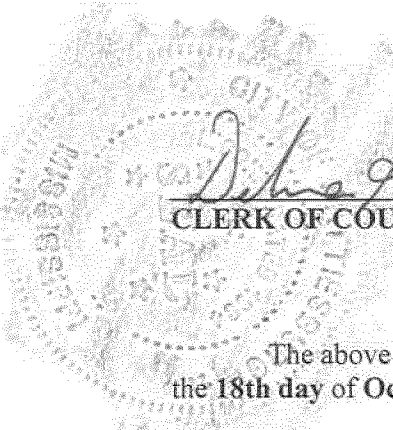
ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:



Debra H. Benard
CLERK OF COUNCIL

ADOPTED:

Blair
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

Inst. 754587
Bk 1241 Pg 0579

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-066, 201 MABLE ST. HATTIESBURG, MS 39401, or better described as, LOT TEN (10) IN BLOCK ONE (1) OF THE C.J. MILLER SUBDIVISION OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, the owner of the property is: BENNETT HILLS INC., U.S. BANK NATIONAL ASSOCIATION, SHUND MCKNIGHT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

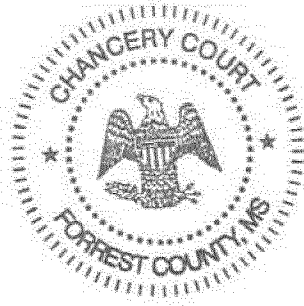
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-027, 113 SARATOGA CIRCLE HATTIESBURG, MS 39401, or better described as Lot 52, PARK HAVEN NORTH SUBDIVISION, as per plat Book 9 Page 3, Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TTLBL LLC, MS TTL LLC RAI AS CUSTODIAN, PROPERTY ACCEPTANCE CORP, GRAYSON REUBEN E. JR AKA RICKY GRAYS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec.308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Open Storage (Land Development Code, Sec. 87)
Abandoned Vehicle (Code of Ordinance Sec. 16.31)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

Inst. 754588
Bk 1241 Pg 0580

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

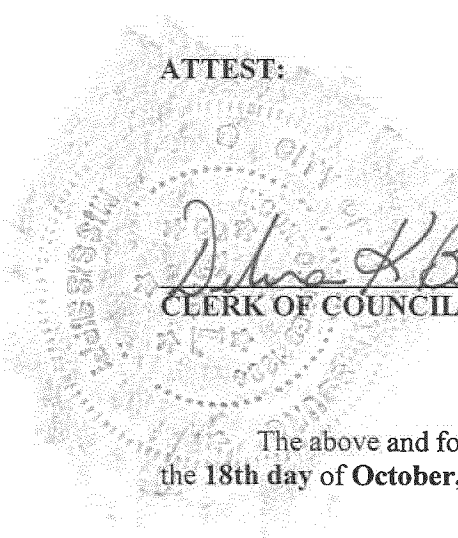
NAYS: None

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


Diana L. Bernardo
CLERK OF COUNCIL

ADOPTED:

G. Hill
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

Inst. 754588
Bk 1241 Pg 0581

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-027, 113 SARATOGA CIRCLE HATTIESBURG, MS 39401, or better described as Lot 52, PARK HAVEN NORTH SUBDIVISION, as per plat Book 9 Page 3, Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: TTLBL LLC, MS TTL LLC RAI AS CUSTODIAN, PROPERTY ACCEPTANCE CORP, GRAYSON REUBEN E. JR AKA RICKY GRAYS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec.308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Open Storage (Land Development Code, Sec. 87)
Abandoned Vehicle (Code of Ordinance Sec. 16.31)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:
Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:
Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

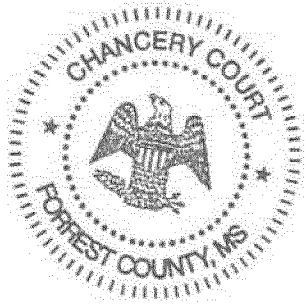
ATTEST:

APPROVED:


CITY CLERK


MAYOR

Forrest County
Filed/Recorded OCTOBER 27 2016 03:31:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-037D-14-088, 719 WEBSTER ST. HATTIESBURG, MS 39401, or better described as, Lot Eight (8), Block One (1) of the C.N. TOWNSEND SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and the same being located in Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, and the same being leasehold property for a period of ninety (99) years from July 7, 1950;

AND ALSO:

Lot Four (4), Block Three (3) of MCINNIS, MITCHELL AND LONGRE SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MID PROPERTIES LLC, DOUGLAS WINSTON, ARRINGTON DARLENE HOLMES, MACK & JOSEPHINE FAIRLEY,

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Hazardous Tree (Land Development Code, Sec. 79.13)

**Inst. 754589
Bk 1241 Pg 0582**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

None

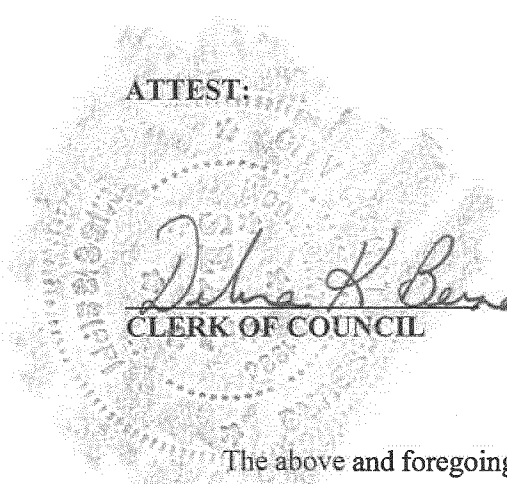
ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Colwell
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-037D-14-088, 719 WEBSTER ST. HATTIESBURG, MS 39401, or better described as, Lot Eight (8), Block One (1) of the C.N. TOWNSEND SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and the same being located in Section 16, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, and the same being leasehold property for a period of ninety (99) years from July 7, 1950;

AND ALSO:

Lot Four (4), Block Three (3) of MCINNIS, MITCHELL AND LONGRE SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: MID PROPERTIES LLC, DOUGLAS WINSTON, ARRINGTON DARLENE HOLMES, MACK & JOSEPHINE FAIRLEY,

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Hazardous Tree (Land Development Code, Sec. 79.13)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

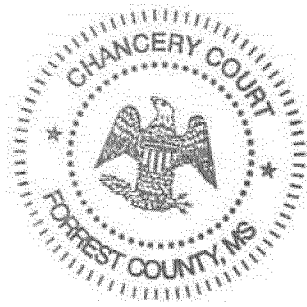
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029N-09-308, 802 WEST PINE ST. HATTIESBURG, MS 39401, or better described as, Lots 15 AND 16, Block 137 of the KAMPER WHINNERY EXTENSION No.2 SURVEY OR ADDITION Of the City of Hattiesburg, Forrest County, Mississippi, as per the official plat map thereof On file in the office of the Chancery Clerk of Forrest County, Mississippi. Together with the improvements thereon and Belonging.

WHEREAS, the owner of the property is: TTLBL LLC, HEARTWOOD 88 INC, MARATHON ASSET MANAGEMENT, G. HAMP COOLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

Inst. 754590
Bk 1241 Pg 0584

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:

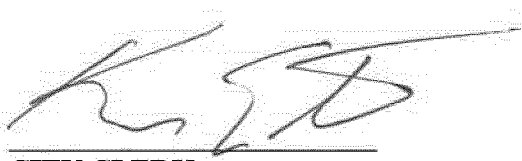

CLERK OF COUNCIL

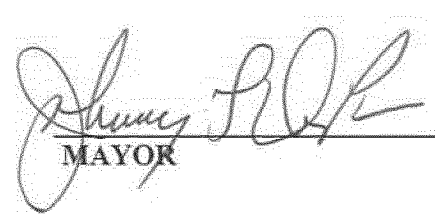

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

Inst. 754590
Bk 1241 Pg 0585

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029N-09-308, 802 WEST PINE ST. HATTIESBURG, MS 39401, or better described as, Lots 15 AND 16, Block 137 of the KAMPER WHINNERY EXTENSION No.2 SURVEY OR ADDITION Of the City of Hattiesburg, Forrest County, Mississippi, as per the official plat map thereof On file in the office of the Chancery Clerk of Forrest County, Mississippi. Together with the improvements thereon and Belonging.

WHEREAS, the owner of the property is: TTLBL LLC, HEARTWOOD 88 INC, MARATHON ASSET MANAGEMENT, G. HAMP COOLEY

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

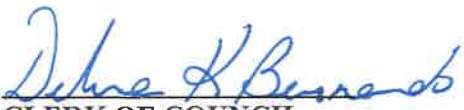
ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

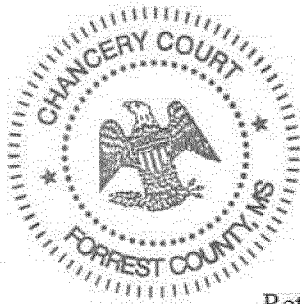
ATTEST:

APPROVED:


CITY CLERK


MAYOR

Forrest County
Filed/Recorded OCTOBER 27 2016 03:35:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-056, 701 DUANE ST. HATTIESBURG, MS 39401 All of Lot 1, Block 3 of and according to the Parkview Subdivision of a part of the NW ¼ of the NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, in the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file the office of the Chancery Clerk, of Forrest county, Mississippi, in plat Book 8at Page 18: said parcel of land having a frontage of 105 feet on Duane Street in the City of Hattiesburg, Mississippi and extending North between parallel lines a uniform depth of 117.84 feet to ten foot alley or easement; together with all improvements thereon and all appurtenances thereunto belonging.

WHEREAS, the owner of the property is: S.S.M.D. LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

**Inst. 754591
Bk 1241 Pg 0586**

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

YEAS: Delgado
Carroll
Dryden
Naylor

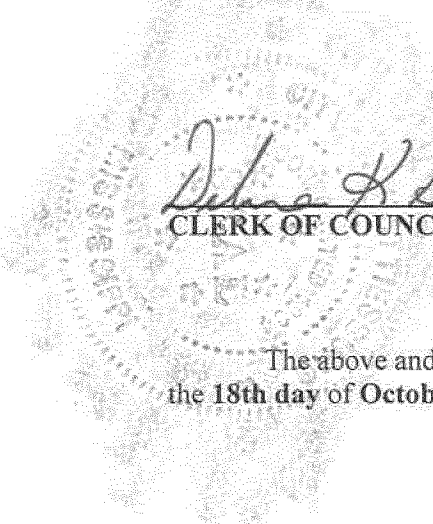
NAYS: None

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


Debra H. Berner
CLERK OF COUNCIL

ADOPTED:

G. Auler
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

K. S. S.
CITY CLERK

APPROVED:

James L. ...
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029L-09-056, 701 DUANE ST. HATTIESBURG, MS 39401 All of Lot 1, Block 3 of and according to the Parkview Subdivision of a part of the NW ¼ of the NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, in the City of Hattiesburg, Forrest County, Mississippi as per the map or plat thereof on file the office of the Chancery Clerk, of Forrest county, Mississippi, in plat Book 8at Page 18: said parcel of land having a frontage of 105 feet on Duane Street in the City of Hattiesburg, Mississippi and extending North between parallel lines a uniform depth of 117.84 feet to ten foot alley or easement; together with all improvements thereon and all appurtenances thereunto belonging.

WHEREAS, the owner of the property is: S.S.M.D. LLC

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016.**

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-300, 321 KIMBALL AVE. HATTIESBURG, MS 39402, or better described as, The North Sixty-Six and Five-Tenths feet (66.5 feet) of Lot 12 in Block 3 of and according to the T.D. WILSON SURVEY OR ADDITION, to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereon on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging, the said property having frontage of 66.5' on Kimball Avenue in the City of Hattiesburg and extending back in parallel lines a distance of 150' to an alley.

WHEREAS, the owner of the property is: T.B. BARGE, RICHARD LEWIS WILKINS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 20th day of September 2016, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 17th day of October, 2016, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-025, 1413 N. MAIN ST. HATTIESBURG, MS 39401, or better described as, COM SW/CR SE 1/4 SE ALG NE MGR, N MAIN ST 309.3 FOR POB E 490, MOL TO ROW G S I RR SELY, 265.53 SWLY 519.2MOL NLY 206, TO POB BLK 172, PREV #:H0144-03-003, in the City of Hattiesburg, Forrest County Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: MARY FRANCIS MORRIS

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage (International Property Maintenance Code, Sec. 308.1)
Vacant Structure X's 2 (International Property Maintenance Code, Sec. 301.3)
Hazardous Tree (Land Development Code, Sec. 79.13)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT:

Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th day of October, 2016**.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th day of October, 2016**.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-496

File ID: 2016-496

Type: Resolution

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 09/26/2016

Brief Title: Energy Performance Disbursement No. 8

Final Action: 10/18/2016

Minute Book Number:

Title:

TAKE FROM THE TABLE and Adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Energy Performance Disbursement 8, executed
RES-Energy Performance Disbursement 8
RES#2016-259

Enactment Number:

Contact:

Meeting Date: 10/04/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/04/2016	Table				Pass
Action Text: A MOTION was made by Council member Bradley and seconded by Council member Naylor to adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.							
A subsidiary MOTION was made by Council Vice President Dryden and seconded by Council member Naylor to TABLE until the next meeting to Adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.							
Following discussion, the Motion to TABLE received the affirmative vote of the Council as follows:							
Yeas: 3 - Carroll, Dryden and Naylor							
Nays: 2 - Bradley and Delgado							

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

TEL-No Vote: 0

2 City Council 10/18/2016 Adopt Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to TAKE FROM THE TABLE and Adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Bank of America Public Capital Corp and the City of Hattiesburg.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-496

Title

TAKE FROM THE TABLE and Adopt a Resolution authorizing Disbursement No. 8 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Summary

Energy Performance Disbursement No. 8

Budget Information

089603

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 8 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING DISBURSEMENT NO. 8 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the “Lease”) pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the “Lease”).

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 8 from the Escrow Account under the Lease in the total aggregate amount of \$ **377,866.00** for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 8 from the Escrow Account under the Lease in the total aggregate amount of **Three Hundred Seventy-Seven Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$ 377,866.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 8 in the total aggregate amount **Three Hundred Seventy-Seven Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$ 377,866.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **18th** day of **October**, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **18th** day of **October**, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the “Escrow Account and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), City of Hattiesburg, Mississippi (“Lessee”) and Bank of America, National Association, (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 8	\$377,866.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: October 18, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 8
PERIOD TO: 9/30/2016
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	7,249,714
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	7,249,714
4. TOTAL COMPLETED & STORED TO	\$	5,866,653
DATE (Column G on G703)		
5. RETAINAGE:		
a. 0 % of Completed Work	\$	\$0
(Column D + E on G703)		
b. 0 % of Stored Material	\$	0
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	0
6. TOTAL EARNED LESS RETAINAGE	\$	5,866,653
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate)	\$	5,488,787
8. CURRENT PAYMENT DUE	\$	377,866
		0
		0
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	1,383,061
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	

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

CONTRACTOR: Johnson Controls, Inc.

By: Derland Moore II Date: 9/20/2016

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 377,866

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
Owner:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

JCI PROJECT NO: SPYQ-0016

APPLICATION NO: 8
APPLICATION DATE: 20-Sep-16
PERIOD TO: 30-Aug-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	<u>General Fund</u>								
1	Lighting Upgrade	\$ 1,186,211	\$925,955	61,802	\$0	\$987,757	83%	\$198,454	\$0
2	Energy Management Control System	\$ 470,334	\$391,090	24,504	\$0	\$415,594	88%	\$54,740	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$359,367		\$0	\$359,367	99%	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$375,104	16,764	\$0	\$391,868	66%	\$201,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285		\$0	\$102,285	100%	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$30,680	3,221	\$0	\$33,901	100%	\$0	\$0
	<u>Enterprise Fund</u>								
7	Lighting Upgrade	\$ 394,328	\$298,546	15,000	\$0	\$313,546	80%	\$80,782	\$0
8	Energy Management Control System	\$ 33,262	\$28,904		\$0	\$28,904	87%	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$90,416	10,000	\$0	\$100,416	69%	\$44,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$896,118	105,000	\$0	\$1,001,118	81%	\$239,633	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,022,883	75,000	\$0	\$1,097,883	78%	\$312,092	\$0
12	Water Conservation Option	\$ 1,277,822	\$967,439	66,575	\$0	\$1,034,014	81%	\$243,808	\$0
GRAND TOTALS:		\$7,249,714	\$5,488,787	377,866	\$0	\$5,866,653	81%	\$1,383,061	\$0

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Disbursement No. 8 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member Dryden offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 8 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 8 from the Escrow Account under the Lease in the total aggregate amount of \$ 377,866.00 for the purpose of paying vendors in connection with the lease as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Disbursement No. 8 from the Escrow Account under the Lease in the total aggregate amount of **Three Hundred Seventy-Seven Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$ 377,866.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. 8 in the total aggregate amount **Three Hundred Seventy-Seven Thousand Eight Hundred Sixty-Six and no/100 Dollars (\$ 377,866.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:


CITY CLERK

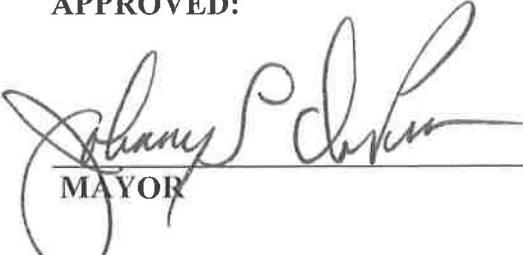

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Control, Inc. JPM Chase One Bank Plaza Chicago, IL 60 670 ABA# 071000013 Account # 5514347	Pay App 8	\$377,866.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

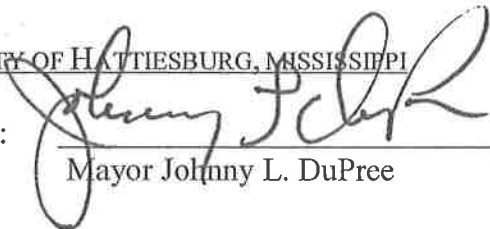
(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: October 18, 2016

CITY OF HATTIESBURG, MISSISSIPPI
By: 
Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 8
PERIOD TO: 9/30/2016
PROJECT NO: 5PYQ-0016

FROM CONTRACTOR: JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive
Hattiesburg, MS 39401

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACT DATE: 28-Aug-15

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

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO \$ 5,866,653

DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703)
b. 0 % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

CONTRACTOR: Johnson Controls, Inc.

By: Derhard Moore II

Date: 9/20/2016

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 3,377,866

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and include Continuation Sheet that are changed to conform with the amount certified.)

Owner:

By: [Signature] Date: 10-18-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PROJECT NO: SPYQ0016

APPLICATION NO: 8
 APPLICATION DATE: 20-Sep-16
 PERIOD TO: 30-Aug-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
General Fund									
1	Lighting Upgrade	\$ 1,186,211	\$925,955		61,802	\$0	\$987,757	\$198,454	\$0
2	Energy Management Control System	\$ 470,334	\$391,090		24,504	\$0	\$415,594	\$54,740	\$0
3	Small Utility Equipment Replacement	\$ 362,896	\$359,367			\$0	\$359,367	\$3,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$375,104		16,764	\$0	\$391,868	\$201,136	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$102,285			\$0	\$102,285	\$0	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$30,680		3,221	\$0	\$33,901	\$0	\$0
Enterprise Fund									
7	Lighting Upgrade	\$ 394,328	\$298,546		15,000	\$0	\$313,546	\$80,782	\$0
8	Energy Management Control System	\$ 33,262	\$28,904			\$0	\$28,904	\$4,358	\$0
9	Boiler Replacement	\$ 144,945	\$90,416		10,000	\$0	\$100,416	\$44,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$896,118		105,000	\$0	\$1,001,118	\$239,633	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$1,022,883		75,000	\$0	\$1,097,883	\$312,092	\$0
12	Water Conservation Option	\$ 1,277,822	\$967,439		66,575	\$0	\$1,034,014	\$243,808	\$0
GRAND TOTALS:		\$7,249,714	\$5,488,787		377,866	\$0	\$5,866,653	\$1,383,061	\$0



City of Hattiesburg, MS

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

Master

File Number: 2016-499

File ID: 2016-499

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Project Resolution Requisition No. 58 - 2013 Bonds

Final Action: 10/18/2016

Minute Book Number:

Title:

Adopt a Resolution authorizing Requisition No. 58 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Bond Resolution No. 58, executed 2013 Bond Resolution No. 58 RES#2016-260

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Adopt a Resolution authorizing Requisition No. 58 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-499

Title

Adopt a Resolution authorizing Requisition No. 58 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 58 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 58 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 58 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 58 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 90,827.40 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 58 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Ninety Thousand Eight Hundred Twenty-Seven and 40/100 Dollars (\$ 90,827.40)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 58 in the total aggregate amount of **Ninety Thousand Eight Hundred Twenty-Seven and 40/100 Dollars (\$ 90,827.40)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 58

DATE OF REQUISITION: 10/18/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 22,800.00	Pay App 5	1500 GPM Water Well @ Plant 1 Period: August 1 - August 20, 2016 MB 2016-54
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.54	\$ 22,595.00	19319	Sewer Improvements Ph V Period: August 21 - September 24, 2016 MB 2012-1/413 SDW #1273-S005
3	Shows, Dearman, Waits, Inc. 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	\$ 1,060.00	19311	Water Line Ext on Old 98 and Runnels Period: August 21 - September 24, 2016 MB: 2011-4/89-110 SDW #1273-W011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19303	Water Rate Study 2016 Period: August 21 - September 24, 2016 MB 2016-56 SDW #11230
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	\$ 262.50	19313	Sewer Improvements Ph VII Period: August 21 - September 24, 2016 MB: 2015-138 SDW #1273-S008

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 16,102.50	19314	Water Ph III - Mobile & Bouie Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W008
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 600.00	19316	Water Improvements Ph V Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 12,790.00	19315	1500 GPM Water Well @ Plant 1 Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W012
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.51	\$ 5,775.00	19325	Water Ph IV - Misc. Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W009

\$	90,827.40
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Application For Payment
Change Order Summary

Approved Change Orders			Change Order Summary	
Number	Additions	Deductions		
1.	ORIGINAL CONTRACT PRICE.....			\$ 5448,000.00
2.	Net change by Change Orders.....			\$
3.	Current Contract Price (Line 1 + 2).....			\$ 5448,000.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....			\$ 5407,000.00
5.	RETAINAGE:			
	a. 5% X \$407,000.00 Work Completed.....			\$ 270,350.00
	b. X _____ Stored Material.....			\$
	c. Total Retainage (Line 5a + Line 5b).....			\$ 270,350.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....			\$ 3386,650.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....			\$ 3363,850.00
8.	AMOUNT DUE THIS APPLICATION.....			\$ 272,800.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....			\$ 661,350.00
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

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

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Signature:  Date: 08/20/2016
Payment of: \$22,800.00 (Line 8 or other - attach explanation of the other amount) 10/10/16 (Engineer)	Payment of: \$22,800.00 (Line 8 or other - attach explanation of the other amount) (Owner)
is recommended by:	is approved by:
Approved by:	Approved by:

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 1500 GPM Water Well at Plant No. 1										Application Number: 5	
Application Period: 08/01/2016 - 08/20/2016										Application Date: 08/20/2016	
A										F	
Item										E	
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
1	Test Hole (Approximately 800' Deep)	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%		
2	16"x12" 1500 GPM Water Well (Approximately 800' Deep)	1	\$299,500.00	\$299,500.00	1	\$299,500.00		\$299,500.00	100.0%		
3	12" Master Water Meter	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%		
4	Yard Piping	1	\$20,000.00	\$20,000.00						\$20,000.00	
5	Electrical Work	1	\$15,000.00	\$15,000.00	0.4	\$6,000.00		\$6,000.00	40.0%	\$9,000.00	
6	Well Controls	1	\$30,000.00	\$30,000.00	0.6	\$18,000.00		\$18,000.00	60.0%	\$12,000.00	
7	Erosion Control	1	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100.0%		
	</										



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

September 29, 2016
Project No: 1273-S005
Invoice No: 19319

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V
Professional Services from August 21, 2016 to September 24, 2016

Phase DD Phase V - Design Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	20.00	105.00	2,100.00	
CAD TECHNICIAN II				
Trahan, Beau	78.00	90.00	7,020.00	
SR. RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	14.00	95.00	1,330.00	
ENGINEERING INTERN				
Thomas, Louis	9.00	105.00	945.00	
FIELD CREW				
Crew, Field	31.50	175.00	5,512.50	
GRADUATE ENGINEER				
Riley, Ivy	7.50	105.00	787.50	
PROJECT ENGINEER				
Sellers, Bennie	3.50	150.00	525.00	
Wallace, Kyle	25.00	175.00	4,375.00	
Totals	188.50		22,595.00	
Total Labor				22,595.00
		Total this Phase		\$22,595.00
		Total this Invoice		\$22,595.00

Outstanding Invoices

Number	Date	Balance	
19251	8/24/2016	8,817.50	
Total		8,817.50	
		Total Now Due	\$31,412.50

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

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

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

September 28, 2016
Project No: 1273-W011
Invoice No: 19311

Project Manager Marcelin Joseph

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

Professional Services from August 21, 2016 to September 24, 2016

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	6.50	150.00	975.00	
Totals	7.50		1,060.00	
Total Labor				1,060.00
		Total this Invoice		\$1,060.00

Outstanding Invoices

Number	Date	Balance	
19236	8/24/2016	350.00	
Total		350.00	
		Total Now Due	\$1,410.00

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

LQ



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

September 28, 2016
Project No: 11230
Invoice No: 19303

Project Manager Shea McNease
Project 11230 Water Rate Study -2016
Professional Services from August 21, 2016 to September 24, 2016

Total Fee	88,424.00		
Percent Complete	50.00	Total Earned	44,212.00
		Previous Fee Billing	35,369.60
		Current Fee Billing	8,842.40
		Total Fee	8,842.40
		Total this Invoice	\$8,842.40

Outstanding Invoices

Number	Date	Balance
19263	8/25/2016	4,421.20
Total		4,421.20

Total Now Due \$13,263.60

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

LR



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

September 28, 2016
Project No: 1273-S008
Invoice No: 19313

Project Manager Kyle Wallace

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

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	1.50	175.00	262.50
Totals	1.50		262.50
Total Labor			262.50
		Total this Phase	\$262.50
		Total this Invoice	\$262.50

Outstanding Invoices

Number	Date	Balance
19244	8/24/2016	1,312.50
Total		1,312.50
	Total Now Due	\$1,575.00

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

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

September 28, 2016
Project No: 1273-W008
Invoice No: 19314

Project Manager Kyle Wallace

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

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Mobile & Bouie - Construction Phase Svc
Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	134.00	85.00	11,390.00	
DESIGN ENGINEER				
Sellers, Bennie	1.50	150.00	225.00	
PROJECT ENGINEER				
Sellers, Bennie	9.50	150.00	1,425.00	
Wallace, Kyle	17.50	175.00	3,062.50	
Totals	162.50		16,102.50	
Total Labor				16,102.50
		Total this Phase		\$16,102.50
		Total this Invoice		\$16,102.50

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

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

September 28, 2016
Project No: 1273-W013
Invoice No: 19316

Project Manager Kyle Wallace

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

Professional Services from August 21, 2016 to September 24, 2016

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	4.00	150.00	600.00	
Totals	4.00		600.00	
Total Labor				600.00
		Total this Invoice		\$600.00

Outstanding Invoices

Number	Date	Balance	
19249	8/24/2016	952.50	
Total		952.50	
		Total Now Due	\$1,552.50

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



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

September 28, 2016
Project No: 1273-W012
Invoice No: 19315

Project Manager Kyle Wallace
Project 1273-W012 1500 GPM Water Well @ Plant No. 1
Professional Services from August 21, 2016 to September 24, 2016

Phase	CM	Construction Management				
Construction Cost		448,000.00				
Fee Percentage		9.00				
Total Fee		40,320.00				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	40,320.00	100.00	40,320.00	40,320.00	0.00
		Totals		40,320.00	40,320.00	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	1.00	105.00	105.00	
CONSTRUCTION OBSERVER				
Phillips, Michael	3.50	85.00	297.50	
Tingle, William	2.00	95.00	190.00	
DESIGN ENGINEER				
Sellers, Bennie	3.50	150.00	525.00	
FIELD CREW				
Crew, Field	24.50	175.00	4,287.50	
CONSTRUCTION OBSERVER				
Riley, Ivy	4.50	105.00	472.50	
PROJECT ENGINEER				
Sellers, Bennie	21.00	150.00	3,150.00	
Wallace, Kyle	21.50	175.00	3,762.50	
Totals	81.50		12,790.00	
Total Labor				12,790.00
		Total this Phase		\$12,790.00
		Total this Invoice		\$12,790.00

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Project	1273-W012	1500 GPM Water Well @ Plant No. 1	Invoice	19315
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Outstanding Invoices

Number	Date	Balance		
19248	8/24/2016	3,282.50		
Total		3,282.50	Total Now Due	\$16,072.50

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



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

October 03, 2016
Project No: 1273-W009
Invoice No: 19325

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Water Phase IV - Construction Phase Svcs

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	9.00	150.00	1,350.00	
Totals	9.00		1,350.00	
Total Labor				1,350.00
			Total this Phase	\$1,350.00

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
DESIGN ENGINEER				
Sellers, Bennie	4.50	150.00	675.00	
GRADUATE ENGINEER				
Riley, Ivy	7.50	100.00	750.00	
PROJECT ENGINEER				
Sellers, Bennie	20.00	150.00	3,000.00	
Totals	32.00		4,425.00	
Total Labor				4,425.00
			Total this Phase	\$4,425.00
			Total this Invoice	\$5,775.00

Outstanding Invoices

Number	Date	Balance	
19247	8/24/2016	3,000.00	
Total		3,000.00	
		Total Now Due	\$8,775.00

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

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

LR



City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of October 11, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	35,590.00	498,084.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		223,518.92
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V	22,595.00	121,960.00
Sewer Improvements Ph VII	262.50	3,158,462.43
Sewer Rate Study 2016		34,201.80
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		221,571.83
Water Improvements Ph III	16,102.50	1,582,942.09
Water Improvements Ph IV	5,775.00	126,082.50
Water Improvements Ph V	600.00	61,865.00
Water Line Old 98 & Runnels Rd	1,060.00	284,348.04
Water Rate Study 2016	8,842.40	44,212.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	90,827.40	22,162,067.24

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 58 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Delgado offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 58 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 58 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 90,827.40 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 58 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Ninety Thousand Eight Hundred Twenty-Seven and 40/100 Dollars (\$ 90,827.40)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 58 in the total aggregate amount of **Ninety Thousand Eight Hundred Twenty-Seven and 40/100 Dollars (\$ 90,827.40)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS:

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 18th day of October, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of October, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 58

DATE OF REQUISITION: 10/18/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 22,800.00	Pay App 5	1500 GPM Water Well @ Plant 1 Period: August 1 - August 20, 2016 MB 2016-54
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.54	\$ 22,595.00	19319	Sewer Improvements Ph V Period: August 21 - September 24, 2016 MB 2012-1/413 SDW #1273-S005
3	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	\$ 1,060.00	19311	Water Line Ext on Old 98 and Runnels Period: August 21 - September 24, 2016 MB: 2011-4/89-110 SDW #1273-W011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19303	Water Rate Study 2016 Period: August 21 - September 24, 2016 MB 2016-56 SDW #11230
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	\$ 262.50	19313	Sewer Improvements Ph VII Period: August 21 - September 24, 2016 MB: 2015-138 SDW #1273-S008

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 16,102.50	19314	Water Ph III - Mobile & Bouie Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W008
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 600.00	19316	Water Improvements Ph V Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 12,790.00	19315	1500 GPM Water Well @ Plant 1 Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W012
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.51	\$ 5,775.00	19325	Water Ph IV - Misc. Period: August 21 - September 24, 2016 MB 2011-4/89-110 SDW #1273-W009

\$	90,827.40
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Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$448,000.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$407,000.00
5. RETAINAGE:		
a. 5% X \$407,000.00 Work Completed.....	\$	\$20,350.00
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$20,350.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$386,650.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$363,850.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$22,800.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$61,350.00

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

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

By:  Date: 08/20/2016

Payment of: \$ \$22,800.00 (Line 8 or other - attach explanation of the other amount) 10/10/16 (Date)

is recommended by:  (Engineer) 10-18-16 (Date)

Payment of: \$ \$22,800.00 (Line 8 or other - attach explanation of the other amount)

is approved by:  (Owner)

Approved by:  Funding Agency (if applicable) 10-18-16 (Date)



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

September 29, 2016
Project No: 1273-S005
Invoice No: 19319

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V
Professional Services from August 21, 2016 to September 24, 2016

Phase DD Phase V - Design Services
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	20.00	105.00	2,100.00	
CAD TECHNICIAN II				
Trahan, Beau	78.00	90.00	7,020.00	
SR. RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	14.00	95.00	1,330.00	
ENGINEERING INTERN				
Thomas, Louis	9.00	105.00	945.00	
FIELD CREW				
Crew, Field	31.50	175.00	5,512.50	
GRADUATE ENGINEER				
Riley, Ivy	7.50	105.00	787.50	
PROJECT ENGINEER				
Sellers, Bennie	3.50	150.00	525.00	
Wallace, Kyle	25.00	175.00	4,375.00	
Totals	188.50		22,595.00	
Total Labor				22,595.00
		Total this Phase		\$22,595.00
		Total this Invoice		\$22,595.00

Outstanding Invoices

Number	Date	Balance	
19251	8/24/2016	8,817.50	
Total		8,817.50	
	Total Now Due		\$31,412.50

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

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

September 28, 2016
Project No: 1273-W011
Invoice No: 19311

Project Manager Marcelin Joseph

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

Professional Services from August 21, 2016 to September 24, 2016

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	6.50	150.00	975.00	
Totals	7.50		1,060.00	
Total Labor				1,060.00
Total this Invoice				\$1,060.00

Outstanding Invoices

Number	Date	Balance	
19236	8/24/2016	350.00	
Total		350.00	
Total Now Due			\$1,410.00

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

LQ



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

September 28, 2016
Project No: 11230
Invoice No: 19303

Project Manager Shea McNease
Project 11230 Water Rate Study -2016
Professional Services from August 21, 2016 to September 24, 2016

Total Fee	88,424.00		
Percent Complete	50.00	Total Earned	44,212.00
		Previous Fee Billing	35,369.60
		Current Fee Billing	8,842.40
		Total Fee	8,842.40
		Total this Invoice	\$8,842.40

Outstanding Invoices

Number	Date	Balance	
19263	8/25/2016	4,421.20	
Total		4,421.20	
		Total Now Due	\$13,263.60

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

LR



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

September 28, 2016
Project No: 1273-S008
Invoice No: 19313

Project Manager Kyle Wallace

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

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	1.50	175.00	262.50	
Totals	1.50		262.50	
Total Labor				262.50
		Total this Phase		\$262.50
		Total this Invoice		\$262.50

Outstanding Invoices

Number	Date	Balance	
19244	8/24/2016	1,312.50	
Total		1,312.50	
	Total Now Due		\$1,575.00

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



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

September 28, 2016
Project No: 1273-W008
Invoice No: 19314

Project Manager Kyle Wallace

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

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Mobile & Boule - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	134.00	85.00	11,390.00	
DESIGN ENGINEER				
Sellers, Bennie	1.50	150.00	225.00	
PROJECT ENGINEER				
Sellers, Bennie	9.50	150.00	1,425.00	
Wallace, Kyle	17.50	175.00	3,062.50	
Totals	162.50		16,102.50	
Total Labor				16,102.50
		Total this Phase		\$16,102.50
		Total this Invoice		\$16,102.50

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

LR



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

September 28, 2016
Project No: 1273-W013
Invoice No: 19316

Project Manager Kyle Wallace
Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal
Professional Services from August 21, 2016 to September 24, 2016
Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	4.00	150.00	600.00	
Totals	4.00		600.00	
Total Labor				600.00
		Total this Invoice		\$600.00

Outstanding Invoices

Number	Date	Balance	
19249	8/24/2016	952.50	
Total		952.50	
		Total Now Due	\$1,552.50

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



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

September 28, 2016
Project No: 1273-W012
Invoice No: 19315

Project Manager Kyle Wallace
Project 1273-W012 1500 GPM Water Well @ Plant No. 1
Professional Services from August 21, 2016 to September 24, 2016

Phase	CM	Construction Management				
Construction Cost		448,000.00				
Fee Percentage		9.00				
Total Fee		40,320.00				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	40,320.00	100.00	40,320.00	40,320.00	0.00
		Totals		40,320.00	40,320.00	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	1.00	105.00	105.00	
CONSTRUCTION OBSERVER				
Phillips, Michael	3.50	85.00	297.50	
Tingle, William	2.00	95.00	190.00	
DESIGN ENGINEER				
Sellers, Bennie	3.50	150.00	525.00	
FIELD CREW				
Crew, Field	24.50	175.00	4,287.50	
CONSTRUCTION OBSERVER				
Riley, Ivy	4.50	105.00	472.50	
PROJECT ENGINEER				
Sellers, Bennie	21.00	150.00	3,150.00	
Wallace, Kyle	21.50	175.00	3,762.50	
Totals	81.50		12,790.00	
Total Labor				12,790.00
		Total this Phase		\$12,790.00
		Total this Invoice		\$12,790.00

LR

Project	1273-W012	1500 GPM Water Well @ Plant No. 1	Invoice	19315
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Outstanding Invoices

Number	Date	Balance		
19248	8/24/2016	3,282.50		
Total		3,282.50	Total Now Due	\$16,072.50

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

LR



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

October 03, 2016
Project No: 1273-W009
Invoice No: 19325

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from August 21, 2016 to September 24, 2016

Phase CM Water Phase IV - Construction Phase Svcs

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	9.00	150.00	1,350.00	
Totals	9.00		1,350.00	
Total Labor				1,350.00
		Total this Phase		\$1,350.00

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
DESIGN ENGINEER				
Sellers, Bennie	4.50	150.00	675.00	
GRADUATE ENGINEER				
Riley, Ivy	7.50	100.00	750.00	
PROJECT ENGINEER				
Sellers, Bennie	20.00	150.00	3,000.00	
Totals	32.00		4,425.00	
Total Labor				4,425.00
		Total this Phase		\$4,425.00
		Total this Invoice		\$5,775.00

Outstanding Invoices

Number	Date	Balance	
19247	8/24/2016	3,000.00	
Total		3,000.00	
	Total Now Due		\$8,775.00

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

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

LR



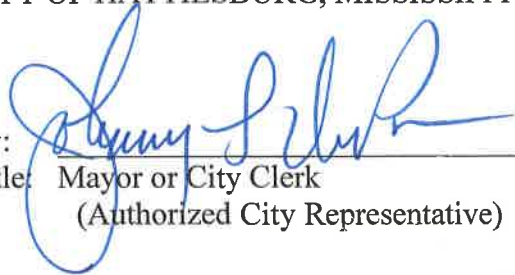
**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of October 11, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	35,590.00	498,084.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		223,518.92
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V	22,595.00	121,960.00
Sewer Improvements Ph VII	262.50	3,158,462.43
Sewer Rate Study 2016		34,201.80
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		221,571.83
Water Improvements Ph III	16,102.50	1,582,942.09
Water Improvements Ph IV	5,775.00	126,082.50
Water Improvements Ph V	600.00	61,865.00
Water Line Old 98 & Runnels Rd	1,060.00	284,348.04
Water Rate Study 2016	8,842.40	44,212.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	90,827.40	22,162,067.24

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By: 

Title: Mayor or City Clerk
(Authorized City Representative)



City of Hattiesburg, MS

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

Master

File Number: 2016-3029

File ID: 2016-3029

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Establishing petty cash funds.

Final Action: 10/18/2016

Minute Book Number:

Title:

Adopt a Resolution establishing petty cash funds effective October 1, 2016 and approve issuance of a manual check to each custodian as of October 1, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: Petty Cash Resolution- 10-2016, executed Petty Cash Resolution- 10-2016 RES#2016-261

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	10/18/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution establishing petty cash funds effective October 1, 2016 and approve issuance of a manual check to each custodian as of October 1, 2016.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-3029

Title

Adopt a Resolution establishing petty cash funds effective October 1, 2016 and approve issuance of a manual check to each custodian as of October 1, 2016.

Summary

Establishing petty cash funds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognize the need to comply with the State Department of Audit regulations by granting approval for the petty cash funds of the City to be established on or after October 1, 2016; and

WHEREAS, the governing authority desire the administration of the City to continue to operate as its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 20156.

FUND/CUSTODIAN	DEPARTMENT	AMOUNT
General Fund:		
Inez F. Hicks	Municipal Courts	\$300.00
	Cash Drawers	
Patrina Harper	Police Department	\$600.00
Charles A. Parker	Cemetery	\$300.00
Teresa Williams	Construction	\$800.00
Stephanie Moffett	Public Works	\$300.00
Paul Presley	Fire	\$800.00
Patricia K. Davis	P & F Training	\$200.00
Kermas Eaton	Tax Cash Drawers	\$350.00
	City Hall	\$900.00
Total at Balance Sheet-General Fund		\$4,850.00
Parks & Recreation Fund:		
Ann Jones	Recreation Maintenance	\$500.00
Dr. Clemon Terrell	Recreation	\$500.00
Total at Balance Sheet-Parks & Recreation Fund		\$1,000.00
Water & Sewer Operations & Maintenance Fund:		
Chad Frierson	Water Plant	\$500.00
Wanda Turner	Water Office	\$160.00
	Cash Drawers	\$600.00
Total at Balance Sheet-Water & Sewer Oper & Maint		\$1,260.00
Mass Transit Fund:		
Sharon Bolton	Mass Transit Office	\$100.00
Total at Balance Sheet-Mass Transit Fund		\$100.00

Community Centers Fund:

Rebecca Acker	Cash Drawer	\$ 50.00
Total at Balance Sheet-Community Centers		\$ 50.00

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

The foregoing resolution 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 Resolution adopted, on this the 18th day of October, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor the 18th day of October, A.D., 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognize the need to comply with the State Department of Audit regulations by granting approval for the petty cash funds of the City to be established on or after October 1, 2016; and

WHEREAS, the governing authority desire the administration of the City to continue to operate as its routine functions.

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

Section 1. That the following petty cash funds be approved as of October 1, 20156.

FUND/CUSTODIAN	DEPARTMENT	AMOUNT
General Fund:		
Inez F. Hicks	Municipal Courts	\$300.00
	Cash Drawers	
Patrina Harper	Police Department	\$600.00
Charles A. Parker	Cemetery	\$300.00
Teresa Williams	Construction	\$800.00
Stephanie Moffett	Public Works	\$300.00
Paul Presley	Fire	\$800.00
Patricia K. Davis	P & F Training	\$200.00
Kermas Eaton	Tax Cash Drawers	\$350.00
	City Hall	\$900.00
Total at Balance Sheet-General Fund		\$4,850.00
Parks & Recreation Fund:		
Ann Jones	Recreation Maintenance	\$500.00
Dr. Clemon Terrell	Recreation	\$500.00
Total at Balance Sheet-Parks & Recreation Fund		\$1,000.00
Water & Sewer Operations & Maintenance Fund:		
Chad Frierson	Water Plant	\$500.00
Wanda Turner	Water Office	\$160.00
	Cash Drawers	\$600.00
Total at Balance Sheet-Water & Sewer Oper & Maint		\$1,260.00
Mass Transit Fund:		
Sharon Bolton	Mass Transit Office	\$100.00
Total at Balance Sheet-Mass Transit Fund		\$100.00

Community Centers Fund:

Rebecca Acker	Cash Drawer	\$ 50.00
Total at Balance Sheet-Community Centers		\$ 50.00

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the Resolution adopted, on this the 18th day of October, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor the 18th day of October, A.D., 2016.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-3003

File ID: 2016-3003

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 705 Hall Avenue - Use Permit Upon Review

Final Action: 10/18/2016

Minute Book Number:

Title: APPROVE or DENY a petition filed by Martha Brewer, President, DAFS, INC., Applicant, DAFS, INC., Owner, to request a Use Permit Upon Review for a "Group Care Facility" as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue (Parcel 2-038A-15-.35.00, PPIN 12842, Ward 2). The Planning Commission voted to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - 705 Hall Ave - Use Permit on Review - Group Home, Staff Summary - 705 Hall Ave - Use Permit, 705 Hall - Applicant sheet, 705 Hall - Group Home Use Permit - Letter of support, DAFS Mission Statement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE a petition filed by Martha Brewer, President, DAFS, INC., Applicant, DAFS, INC., Owner, to request a Use Permit Upon Review for a "Group Care Facility" as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue (Parcel 2-038A-15-.35.00, PPIN 12842, Ward 2). The Planning Commission voted to APPROVE on October 5, 2016.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							

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

TEL-No Vote: 0

Text of Legislative File 2016-3003

Title

APPROVE or DENY a petition filed by Martha Brewer, President, DAFS, INC., Applicant, DAFS, INC., Owner, to request a Use Permit Upon Review for a “Group Care Facility” as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue (Parcel 2-038A-15-.35.00, PPIN 12842, Ward 2). The Planning Commission voted to APPROVE on October 5, 2016.

Summary

705 Hall Avenue - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

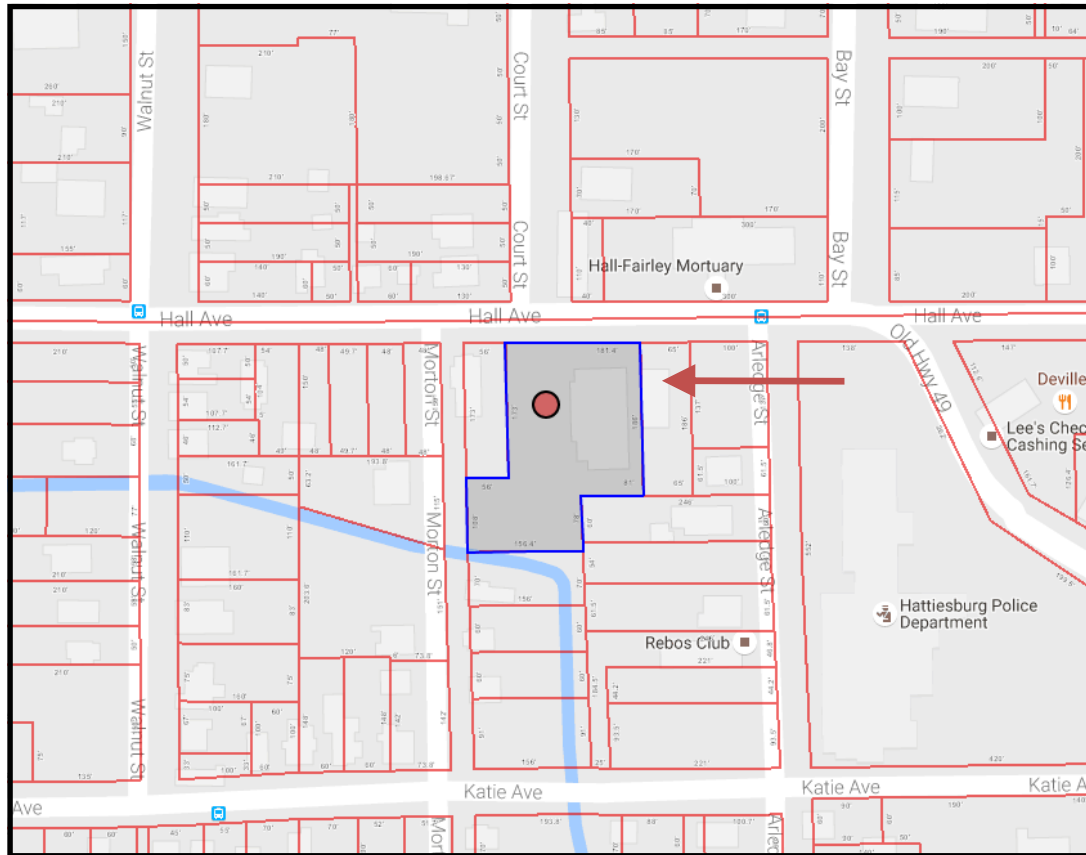
SUBJECT PARCEL: 705 Hall Avenue.

Martha Brewer, President, DAFS, INC., Owner

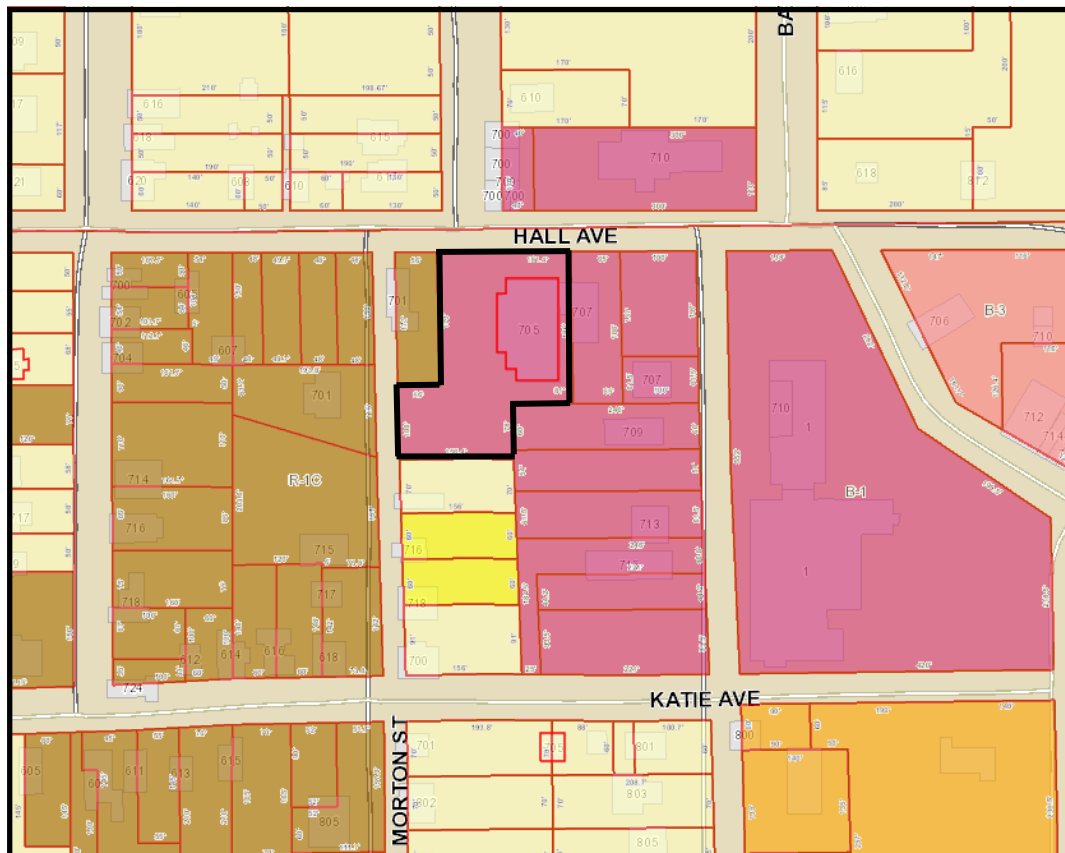
The applicant requests a Use Permit Upon Review for a “Group Care Facility” as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue (Parcel 2-038A-15-.35.00, PPIN 12842, Ward 2).



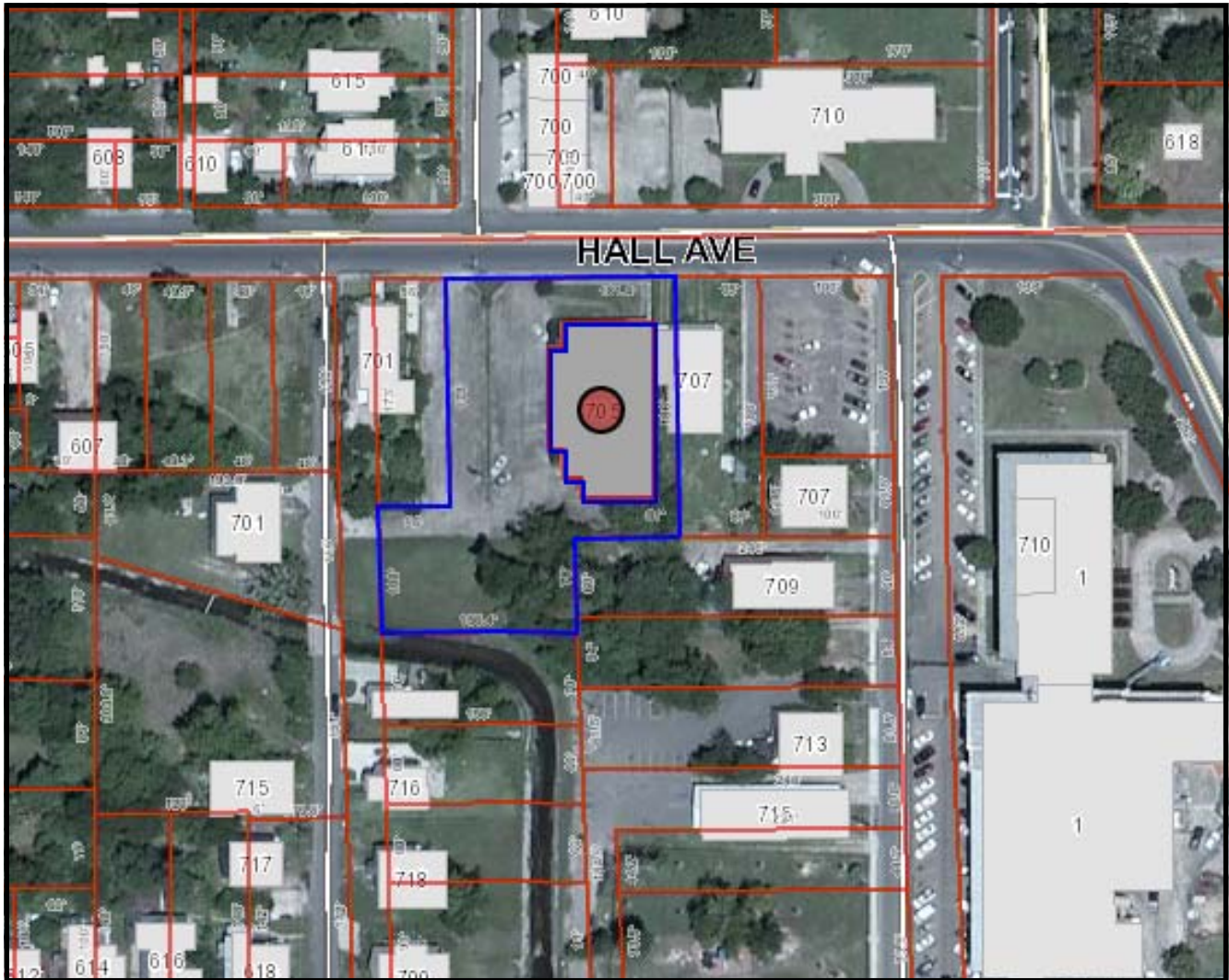
Vicinity Map—Ward 2



Zoning—B-1



Site Aerial



SURROUNDING AREA

Northern Direction: B-1
(Professional Business) District /
Business



Southern Direction: R-1A (Single-
Family Residential) District /
Residential



Eastern Direction: B-1 (Professional
Business) District / Residential



Western Direction: R-1C (Single-
Family Residential) District /
Residential





**Planning Commission
Case Fact Sheet**

Property Owner: DAFS, Inc.

Address of Property:
705 Hall Avenue

Tax Parcels:
038A-15-035.00

PPIN:
12842

Ward:
2

Requests: **Use Permit Upon Review**

Purpose of Request: To consider an application to request a **Use Permit Upon Review** for a "Group Care Facility" as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue zoned B-1 (Professional Business) District.

Applicant Summary: *See Attached Pages: Use Permit upon Review Information*

Applicable Regulations:

SECTION 52

B-1 PROFESSIONAL BUSINESS DISTRICT

58.01 General Description: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide centralized, compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

58.03 Uses Permitted on Review by the Planning Commission: The following uses may be permitted upon review. See Section 42, Public Hearing Procedure; see Section 78, Buffer Strip Regulations. Additional conditions may be required.

6. Group Care Facility

Present Zoning: The parcel is currently zoned B-1 (Professional Business) District.

Present Use: Vacant structure

**Surrounding Zoning
and Land Use:**

North: B-1(Professional Business) District / Business
South: R-1A (Single-Family Residential) District / Residential
East: B-1(Professional Business) District / Residential
West: R-1C (Single-Family Residential) District/Residences

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

This parcel is accessible from the North by Hall Avenue and the West by Morton Street. It is bound by Katie Avenue to the South and Arledge Street to the East.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 27, 2016.

History / Background:

N/A.

Option for Use Permit:

Recommend **approval** or **denial** of the request a Use Permit Upon Review for a "Group Care Facility" as provided in Article 4, Section 58.03 (6) for certain property located at 705 Hall Avenue and is zoned B-1 (Professional Business) District.

Basis for Approval:

1. There **(is / is not)** need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
2. There **(is / is not)** need to preserve and encourage the stability of the Hattiesburg business community.
3. There **(is / is not)** need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
4. There **(is / is not)** need to conserve and protect Hattiesburg's physical infrastructure.
5. There **(is / is not)** public need for the proposed use, as opposed to the private interest of an individual.

Use Permit upon Review Information (2 pages)

~~see separate applications for digital billboards, junk/tow yards and telecommunications towers~~

1. List goods and merchandise to be sold on the premises.

None

2. Describe the proposed use of utilities and community facilities?

Weekly Garbage pickup, domestic water and sewer usage

3. What is the expected number of employees? 25 part time and full time

4. Will there be any elevation in the noise level resulting from this proposed use? No If

yes, please explain:

5. Will there be any discharge of air, liquid, or solids? No If yes, please explain:

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes If

yes, please explain:

Minimal pedestrian and vehicular traffic generated by employees and temporary clientele

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and
_____ handicap vehicle(s); with _____ loading spaces.

3. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.

- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
- ☐ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☐ C. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg’s physical infrastructure.
- ☒ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

The Domestic Abuse Family Shelter, Inc. (DAFS) operates a non-profit corporation dedicated to providing shelter and support to persons and families in need of shelter, room, board and support in a time of crisis. The physical facility that is currently operated by DAFS in Hattiesburg is an older residence that is not particularly suited for the needs of the DAFS clientele. The building located at 705 Hall Avenue is well suited for providing for DAFS clientele, especially families. The facility has sufficient rooms so as to allow clientele and their families occupy private rooms. There are sufficient rooms for also providing for child care, counseling, and other needs that DAFS currently provides its clientele.



United Way
of Southeast Mississippi

210 West Front Street
P.O. Box 1648
Hattiesburg, MS 39403-1648

September 29, 2016

To Whom It May Concern:

Please accept this letter as proof of United Way of Southeast Mississippi's support of The Domestic Abuse Family Shelter (DAFS). They have been a partner agency in good standing with United Way of Southeast Mississippi since 1984. We have always been impressed with the exceptional caliber of their staff and the high quality of services they provide.

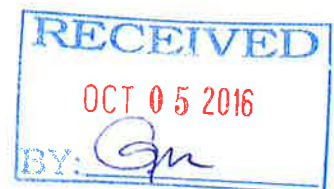
According to the National Coalition Against Domestic Violence, one woman in four will experience domestic violence in her lifetime. DAFS is making significant impact in preventing and treating domestic violence in our community. I strongly encourage your favorable consideration of the agency's desire to open a new shelter in Hattiesburg.

Please feel free to contact me at tracie@unitedwaysems.org or 601-545-7141 should you need to discuss further.

Sincerely,

A handwritten signature in black ink that reads "Tracie Fowler".

Tracie Fowler
President/CEO
United Way of Southeast Mississippi



Domestic Abuse Family Shelter, Inc. (DAFS) MISSION STATEMENT

Dedicated to Breaking the Cycle of Abuse

Domestic Abuse Family Shelter is dedicated to breaking the cycle of abuse by maintaining a program with a broad base of services, community support... as well as local and State involvement. DAFS' purpose is to provide victims of domestic violence with the skills, tools, and understanding to make choices leading to violence-free living and to raise awareness of domestic violence in the community at large.

DAFS believes in the right of all persons to live without fear of abuse, oppression or violence. DAFS supports respect and equality in relationships, and believes that our services and programs should empower victims of domestic violence and prepare them to be self-sufficient.





City of Hattiesburg, MS

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

Master

File Number: 2016-3004

File ID: 2016-3004

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 1301 James Street - Variance - Front setback

Final Action: 10/18/2016

Minute Book Number:

Title: APPROVE or DENY a petition filed by John Connelly, Engineer, Joe Colee, Manager, Mar-Jac Poultry Mississippi, Owner, to request a variance from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - 1301 James St - Setback Variance, Staff Summary - 1303 James - Setback Variance, 1301 James St - Applicant sheet, 1301 James St - Fire House Pump Plan

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE a petition filed by John Connelly, Engineer, Joe Colee, Manager, Mar-Jac Poultry Mississippi, Owner, to request a variance from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2).
The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3004

Title

APPROVE or DENY a petition filed by John Connelly, Engineer, Joe Colee, Manager, Mar-Jac Poultry Mississippi, Owner, to request a variance from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2).
The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

1301 James Street - Variance - Front setback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

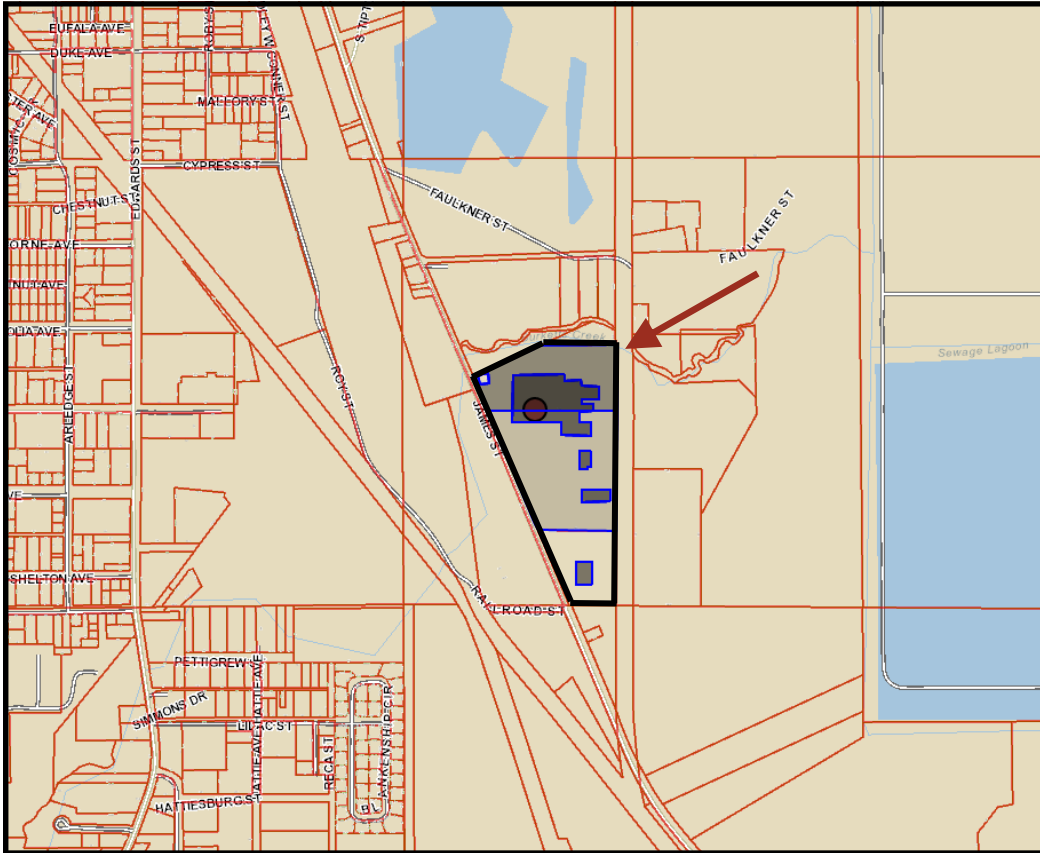
SUBJECT PARCEL: 1301 James Street

John Connelly, Engineer, Joe Colee, Manager, Mar-Jac Poultry
Mississippi, Owner

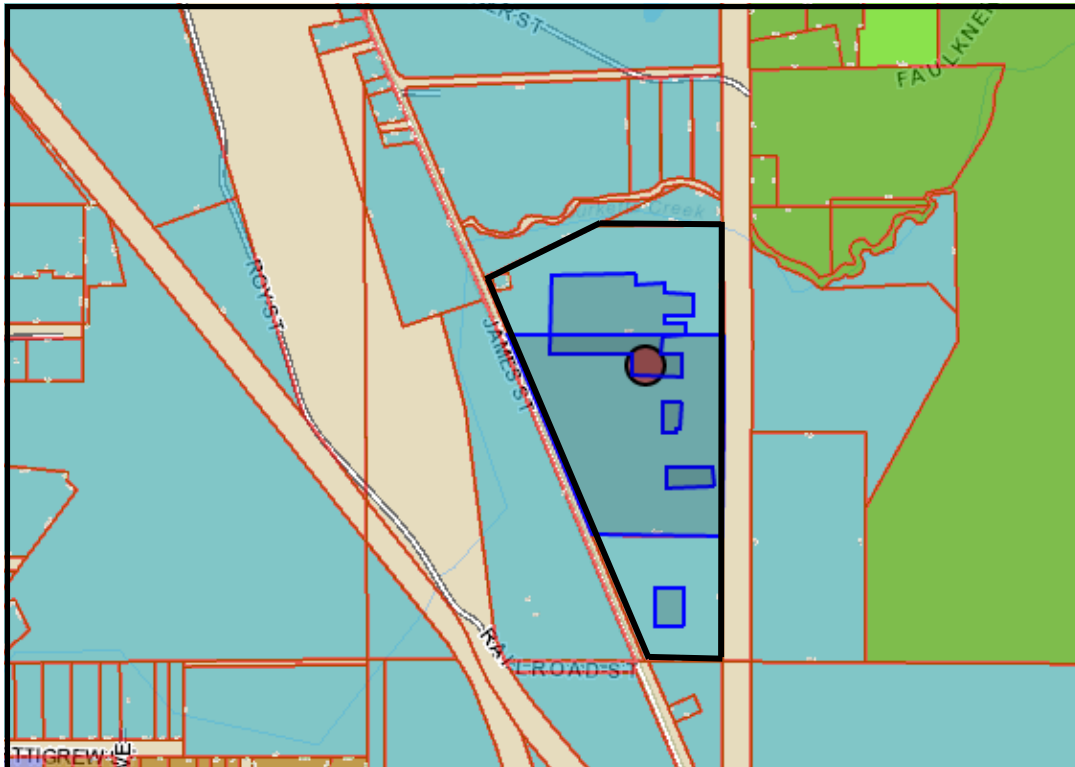
The applicant requests a variance from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2)



Vicinity Map—Ward 2



Zoning—I-1



Site Aerial



SURROUNDING AREA

Northern Direction: I-1 Light Industrial District / City of Hattiesburg Public Works Department



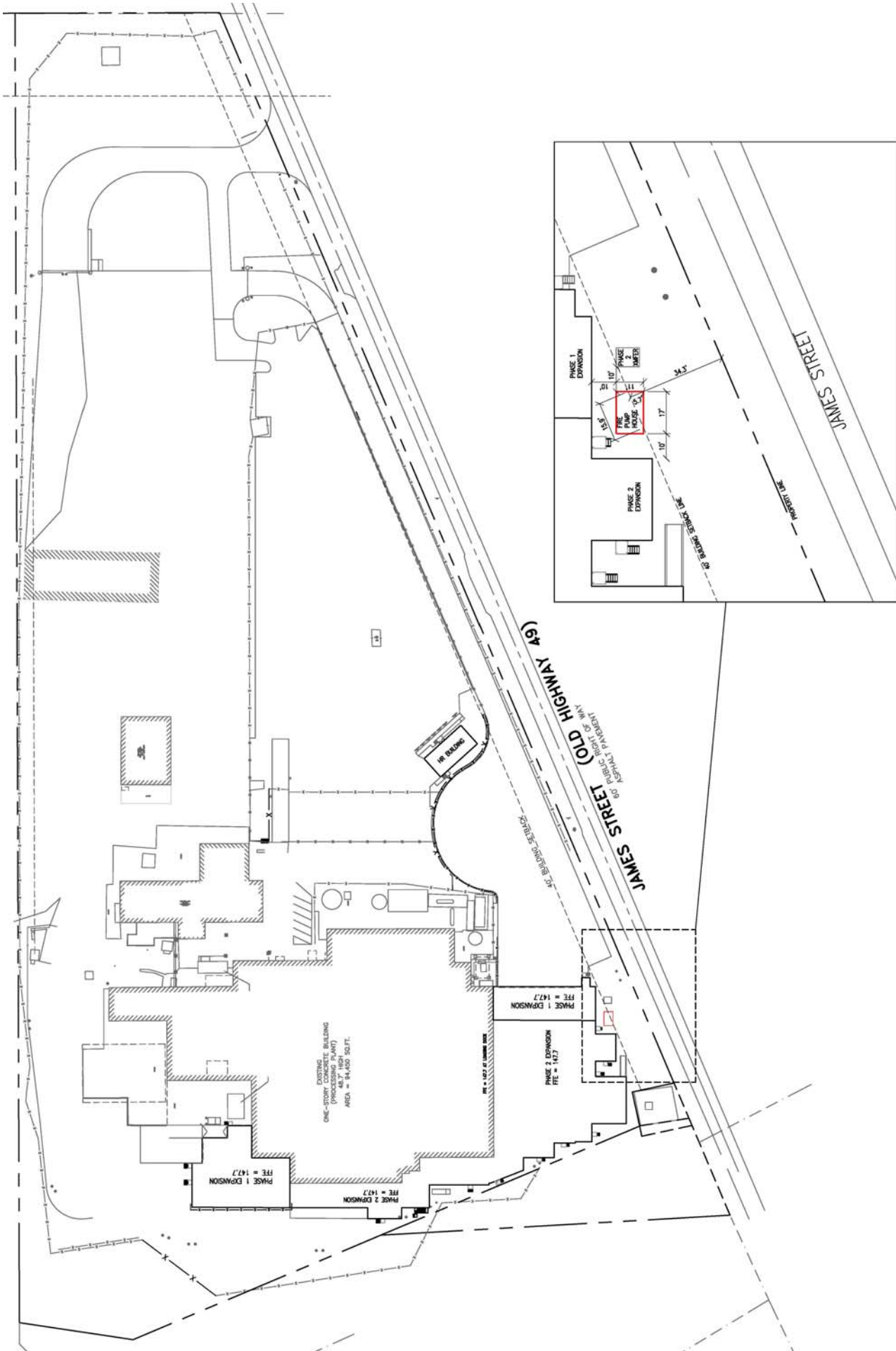
Southern Direction: I-1 Light Industrial District /Undeveloped



Eastern Direction: I-1 Light Industrial District /Undeveloped, City lagoon



Western Direction: I-1 Light Industrial District /Undeveloped



FIRE HOUSE PUMP PLAN
SCALE 1"=20'





**Planning Commission
Case Fact Sheet**

Property Representative: John Connelly, Britt Peters Engineers,.
Property Owner: Joe Colee, Complex Manager, Mar-Jac Plant

Address of Properties:	Tax Parcels	PPIN:	Ward:
1301 James Street	037E-14-015.00	26813	2
	037E-14-014.00	26815	

Requests: **Variance**

Purpose of Request: To consider an application to request a **Variance** from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street (Parcel 2-037E-14-015.00, PPIN 26813, Parcel 2-037E-14-014.00, PPIN 26815, Ward 2).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 64 **Area and Setback Regulations**

64.04: Front: A minimum of forty (40) feet at the building setback line.

Present Zoning: This parcel is currently zoned I-1 Light Industrial District.

Present Use: Chicken processing plant

Surrounding Zoning and Land Use:

North:	I-1 Light Industrial District / City of Hattiesburg Public Works Department
South:	I-1 Light Industrial District /Undeveloped
East:	I-1 Light Industrial District /Undeveloped, City lagoon
West:	I-1 Light Industrial District / Undeveloped

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

This parcel is accessible from the East by James Street / Old Hwy 49.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of September 28, 2016.

History / Background:

Over the last year the applicant has designed and constructed multiple additions to the plant as well as redesigned access to the site. The requested Variance is necessary for the placement of a required Fire Prevention facility required by the City of Hattiesburg Fire Marshal.

This development has started a review process by the Site Plan Review Committee.

Variance Options:

Recommend **approval** or **denial** of the request for a **variance** from Article 4, Section 64.04 (1) which states the minimum front setback is forty (40) feet and instead allow a setback of 34.3 feet for a variance of 5.7 feet for certain property located at 1301 James Street.

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: The fire chief is requiring fire protection for the plant expansion.

In order to meet the required fire flows a booster pump is needed.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

As this is a plant expansion, open space is at a premium to locate the booster pump.

Other locations on the property will interfere with plant operations.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

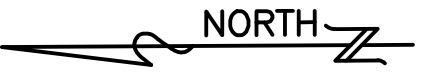
If the fire house pump is denied the requirements for the fire protection flow
would not be met.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

Mar-Jac is expanding an existing structure, as part of the review for the recently
approved Phase 2 addition, the fire protection is being required.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting this variance will provide Mar-Jac the ability to meet life safety
requirements as specified by the City's Fire Chief. Meeting the life safety
requirements will not give the property a special privilege over other lands,
structures, or buildings in the same district.



BRITT, PETERS
AND
ASSOCIATES
INC.
consulting engineers

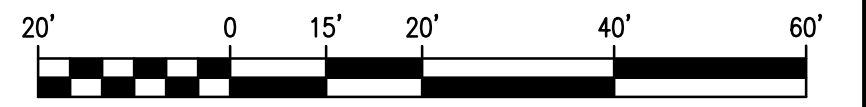
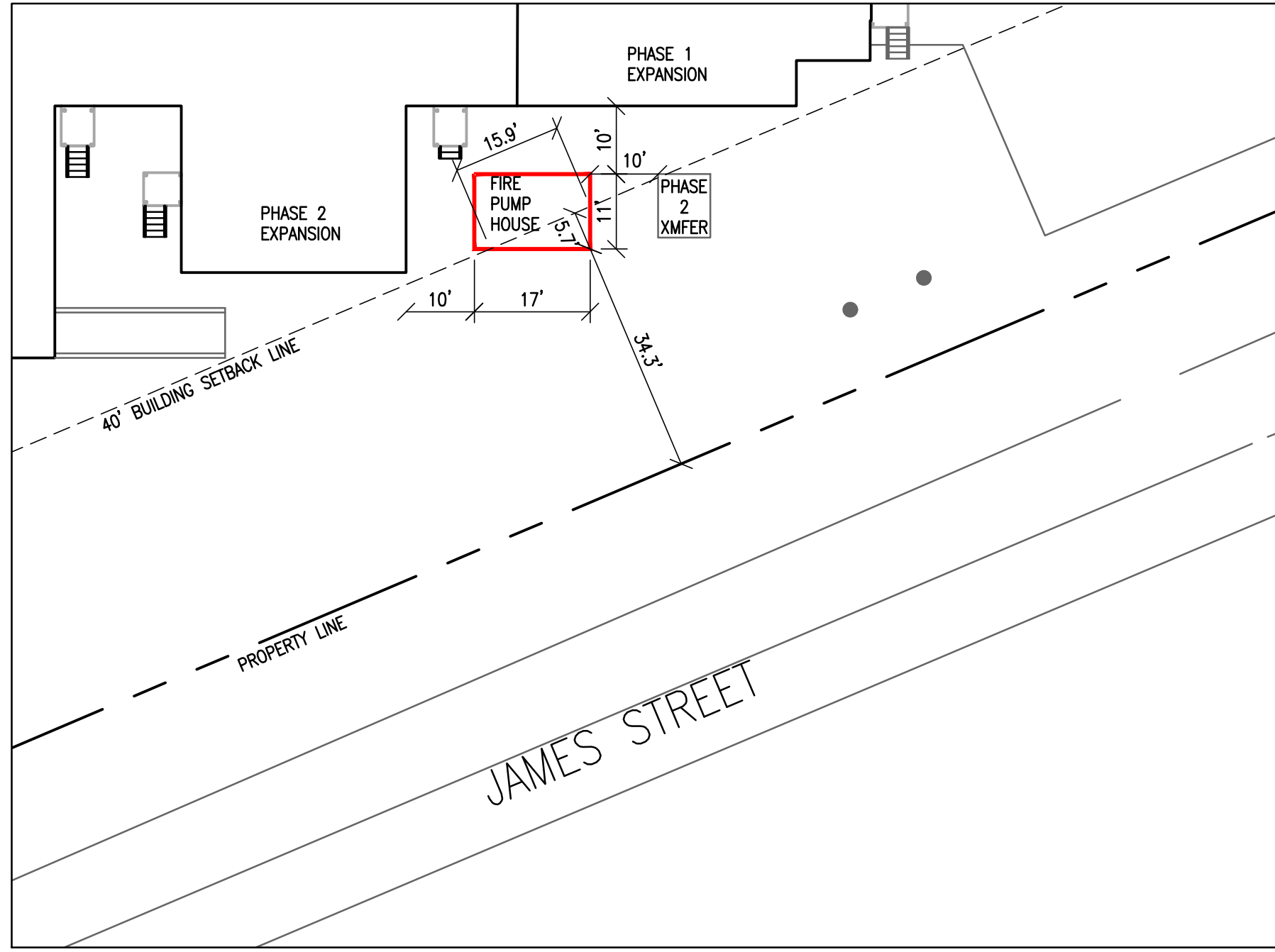
101 Falls Park Drive Suite 601
Greenville, SC 29601
(864) 271-8869
www.brittpeters.com

MAR-JAC
POULTRY
2015
PLANT
EXPANSION
HATTIESBURG, MS



FIRE HOUSE
PUMP PLAN

V-1.1



SCALE : 1 INCH = 20 FT



City of Hattiesburg, MS

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

Master

File Number: 2016-3005

File ID: 2016-3005

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 807 Corinne Street - Variance - Rear setback

Final Action: 10/18/2016

Minute Book Number:

Title: APPROVE or DENY a petition filed by Scott Pipkins, Representative, Dan & Sue Reid, Owners, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - 807 Corinne St - Setback Variance, Staff Summary - 807 Corinne - Setback Variance, 807 Corinne - Applicant sheet, 807 Corinne St - Site plan Reid

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to APPROVE a petition filed by Scott Pipkins, Representative, Dan & Sue Reid, Owners, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4). The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3005

Title

APPROVE or DENY a petition filed by Scott Pipkins, Representative, Dan & Sue Reid, Owners, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4). The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

807 Corinne Street - Variance - Rear setback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

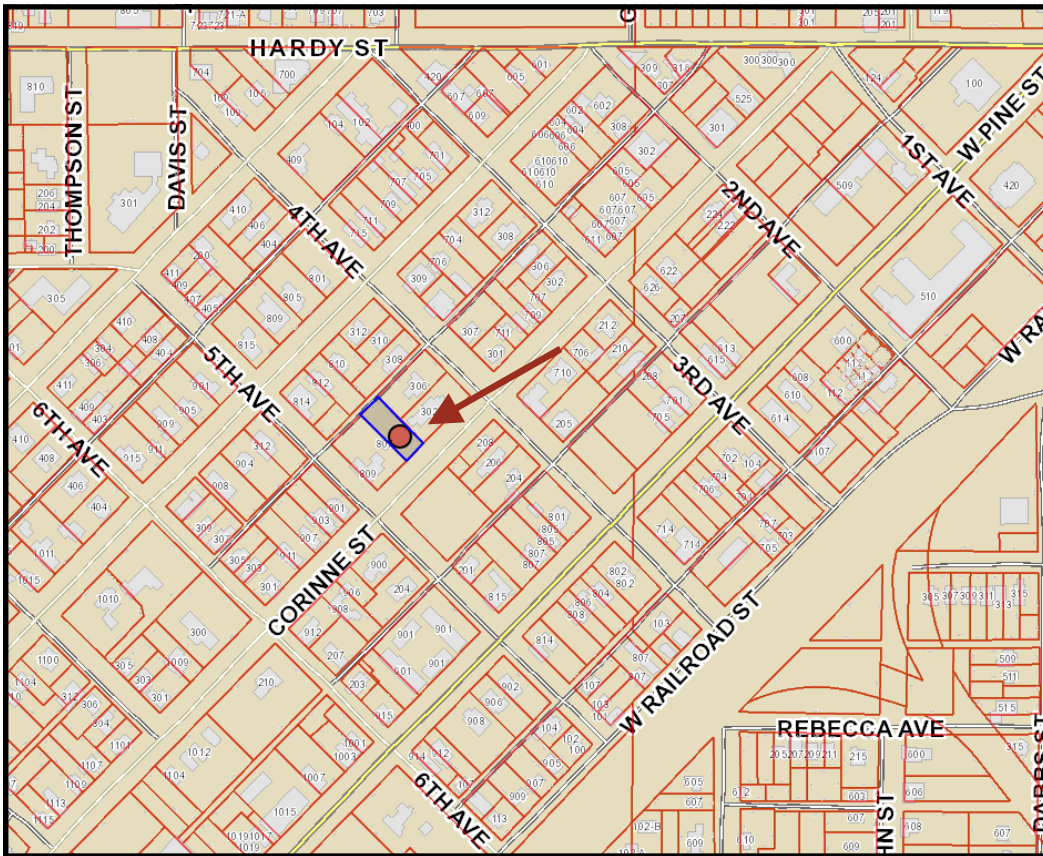
SUBJECT PARCEL: 807 Corinne Street

Scott Pipkins, Representative, Dan & Sue Reid, Owners

The applicant requests a variance from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4).



Vicinity Map—Ward 4



Zoning—R-1A

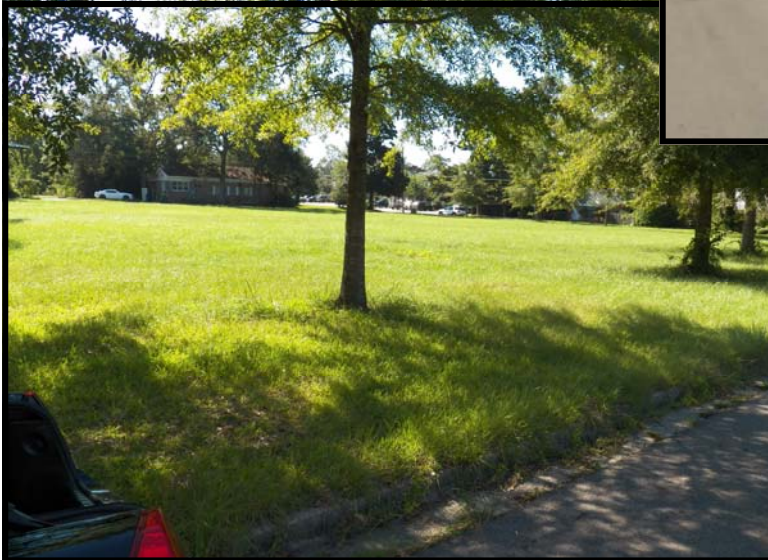


Site Aerial



SURROUNDING AREA

Northern Direction: R-1A (Single-Family Residential) / Residential



Southern Direction: R-3 (Multi Family Residential) District/Vacant

Eastern Direction: R-1A (Single-Family Residential) / Residential



Western Direction: R-1A (Single-Family Residential) / Residential



View of Alley from 807 Corinne Street.



View of Alley behind 807 Corinne Street.



View of 807 Corinne Street from Alley.



**Planning Commission
Case Fact Sheet**

Property Representative: Scott Pipkins, Applicant
Property Owner: Dan & Sue Reid Bernard Green

Address of Properties: 807 Corinne Street
Tax Parcels: 029N-09-225.00
PPIN: 19395
Ward: 4

Requests: **Variance**

Purpose of Request: To consider an application to request a **variance** from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street (Parcel 029N-09-225.00, PPIN 19395, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 52 Area and Setback Regulations

52.04: Rear: Setback a minimum of twenty-five (25) feet measured from the rear main building line. Unattached accessory structures may not be located within five (5) feet of a rear lot line or five (5) feet of a side lot line, and shall not be located closer than sixty (60) feet to the front lot line

Present Zoning: This parcel is currently zoned R-1A (Single-Family Residential) District.

Present Use: Residential

Surrounding Zoning and Land Use:
North: R-1A (Single-Family Residential) / Residential
South: R-3 (Multi Family Residential) District/Vacant

East: R-1A (Single-Family Residential) / Residential
West: R-1A (Single-Family Residential) / Residential

Most Nearly

Bounded By (streets):

This parcel is accessible from the East by Corinne Street. It is bounded to the North 4th Avenue, the South by 5th Avenue, and the West by Adeline Street.

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of September 28, 2016.

History / Background:

Applicant recently developed this previously vacant property as a Single Family residence. This Variance request is to allow an accessory structure to be built on the property line. There are other developments with a similar rear setback in the vicinity. This is a common rear setback for alley accessed properties.

The Hattiesburg Historic Conservation Commission approved the site plan and building design, contingent upon this rear setback Variance, on September 14, 2016

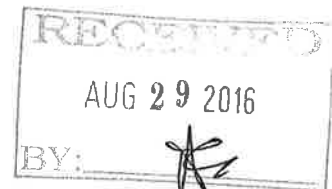
Variance Options:

Recommend **approval** or **denial** of the request for a **variance** from Article 4, Section 52.04 (3) which states the minimum rear setback for an unattached accessory structures is five (5) feet and instead allow a setback of zero (0) feet for a variance of five (5) feet for certain property located at 807 Corinne Street.

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)



Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: The existing set back greatly cut down the
owners ability to develop the Back yard of this lot.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

As a new structure being built in along side
of historic properties, we feel it needs to match
as close as ~~possible~~ possible.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

we feel there are many examples of the same
type structures off the ally throughout this area
of the neighborhood.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

In order to be more historically correct we feel
this property should developed as the nearby
properties have been.

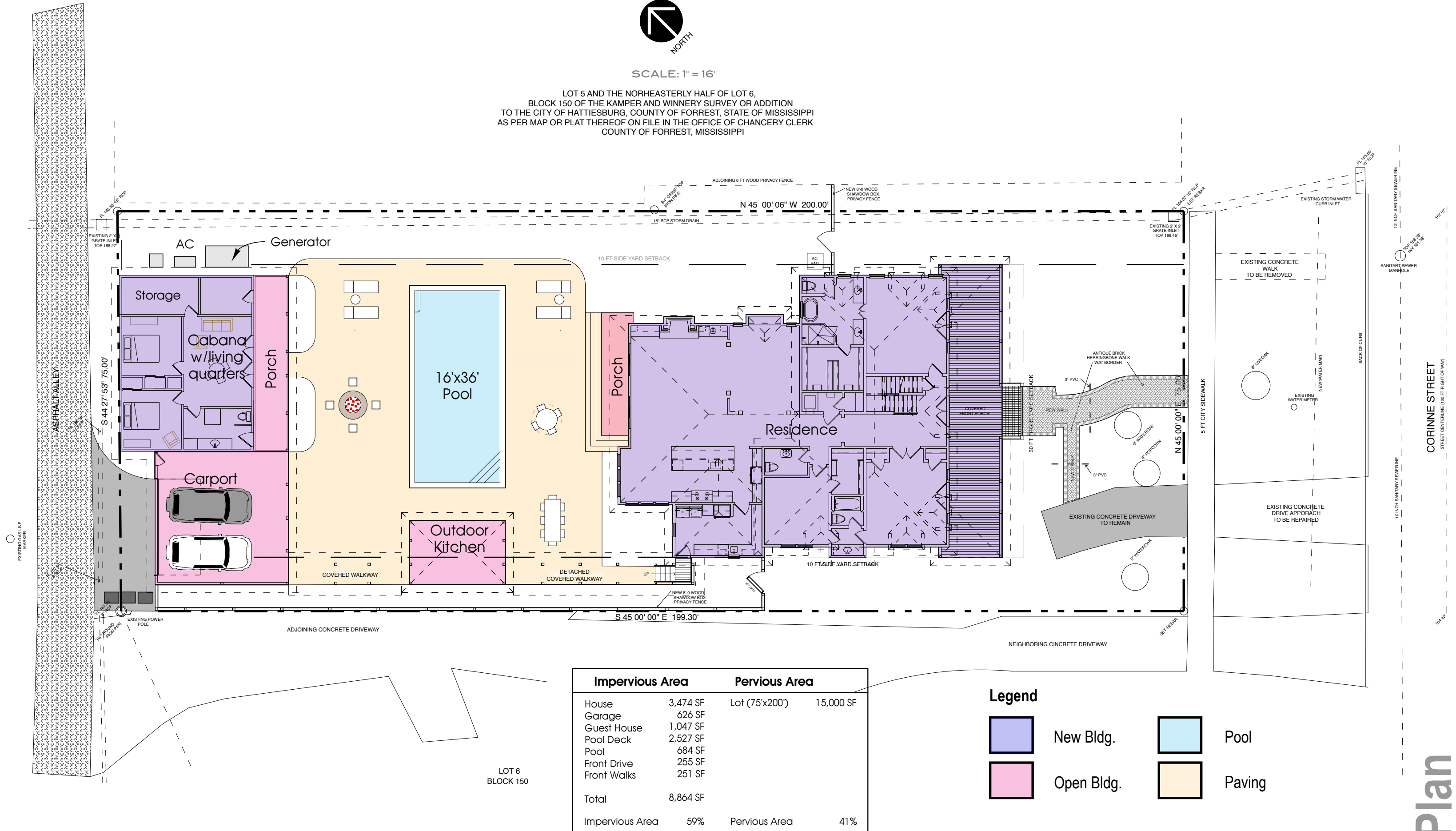
- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Many examples of neighboring properties show that
this variance would make the property more
in keeping with surrounding properties.



SCALE: 1" = 16'

LOT 5 AND THE NORTHEASTERLY HALF OF LOT 6,
BLOCK 150 OF THE KAMPER AND WINNERY SURVEY OR ADDITION
TO THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI
AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF CHANCERY CLERK
COUNTY OF FORREST, MISSISSIPPI





City of Hattiesburg, MS

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

Master

File Number: 2016-3006

File ID: 2016-3006

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3000 Hardy Street and 301 Chevy Chase Drive
(Hotel Building) - Variance (FBC) Section 3.5 4.
Transparency (A)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Hotel-
Items E, F, G (FBC Variance), Staff Summary -
Midtown- 3000 Hardy Street - Hotel - Items E, F, G,
Applicant Summary - Variance - Hotel-Transparency
A, Midtown Tatum Approved Site Plan, Joel Ingram -
District at Midtown Tatum development - Letter of
Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE the petition filed by Rob O. Tatum, Jr, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3006

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) - Variance (FBC) Section 3.5 4. Transparency (A)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

SUBJECT PARCEL:

3000 Hardy Street and 307 Chevy Chase Drive, Robert O. Tatum, Jr
(Hotel Building)

The applicant requests a [Item E] variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a [Item F] variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a [Item G] variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

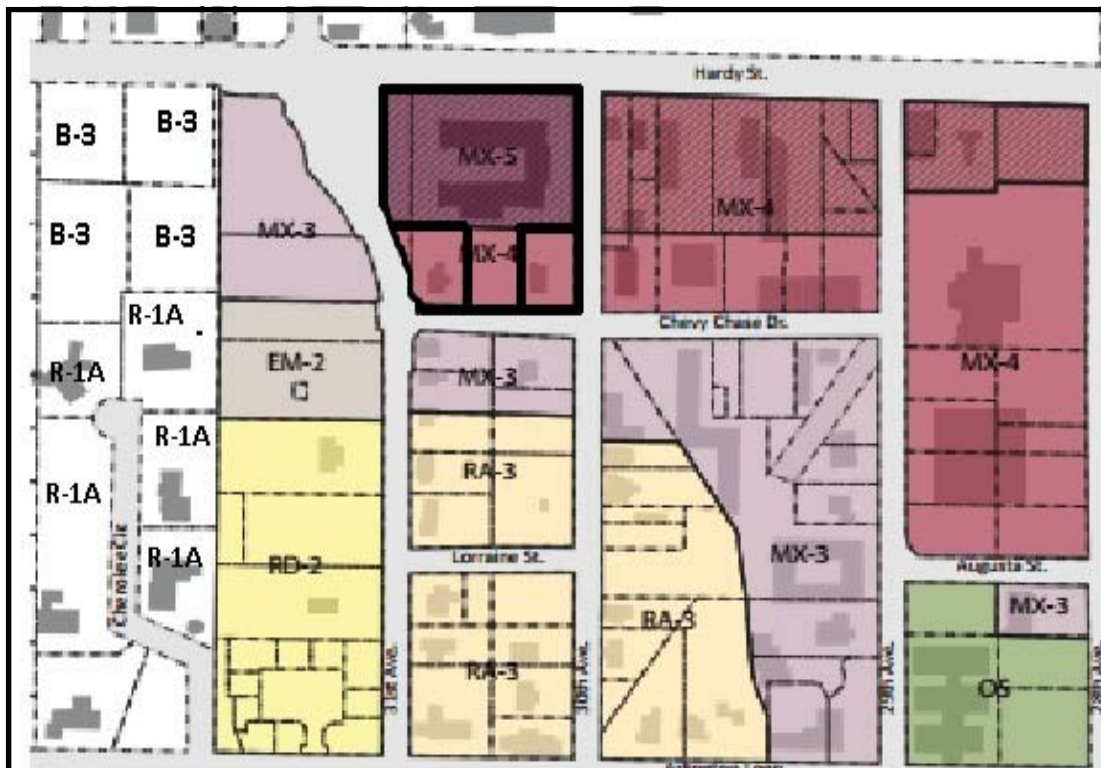


Photo taken from the corner of Chevy Chase Drive & S. 30th Avenue looking North

Vicinity Map—Ward 3



Zoning—MX-4



Site Aerial



SURROUNDING AREA

Northern Direction: MX-5 (Mixed Use) 4-story & HS (Hardy Street Overlay)/ University Parking Lot



Southern Direction: MX-3 (Mixed Use) 3-story/ Residential

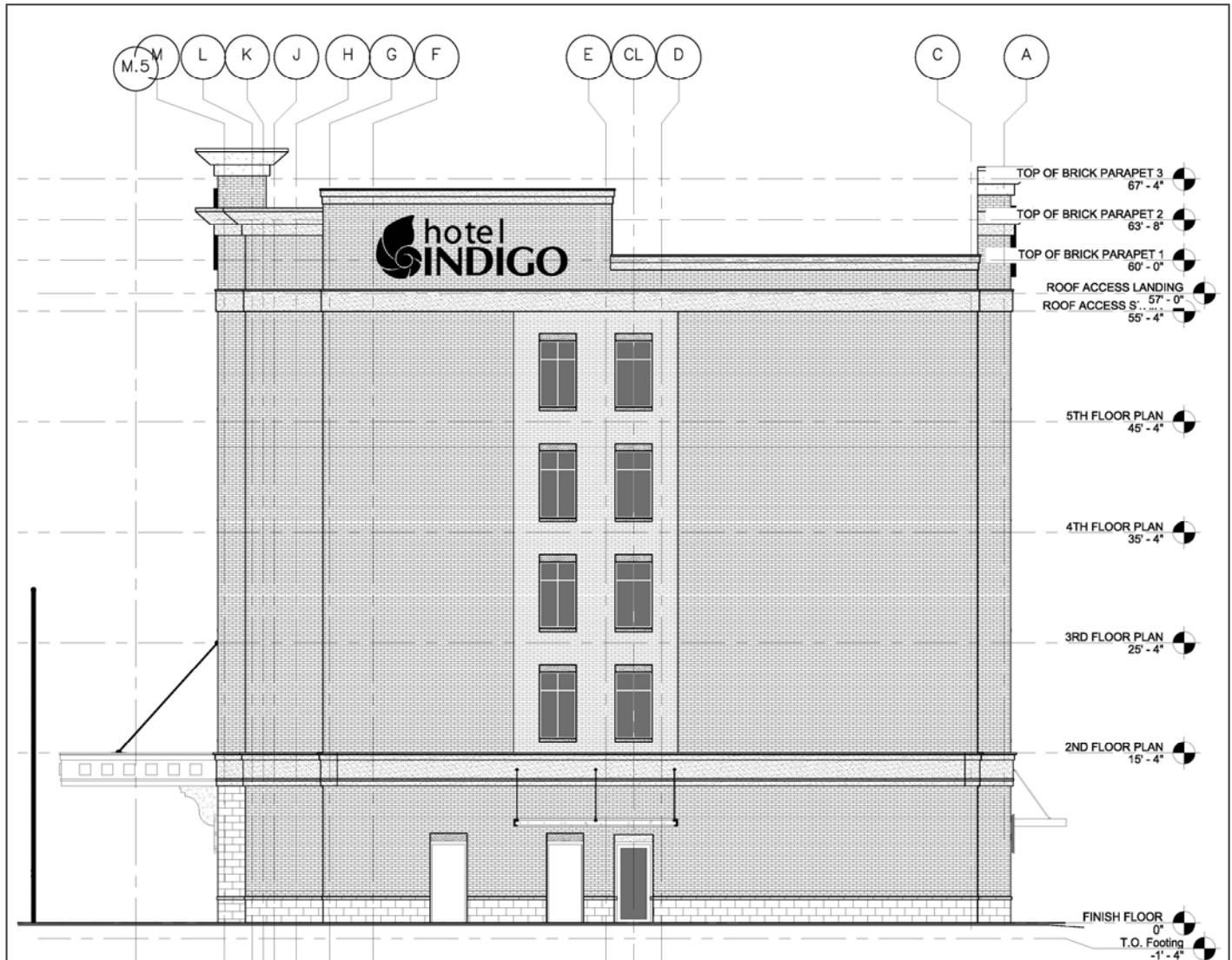


Eastern Direction: MX-4 (Mixed Use) 4-story/Restaurant

Western Direction: MX-3 (Mixed Use) 3 story District/ Parking Lot



Proposed Hotel—Chevy Chase Drive (South) Façade



[Item E] variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive

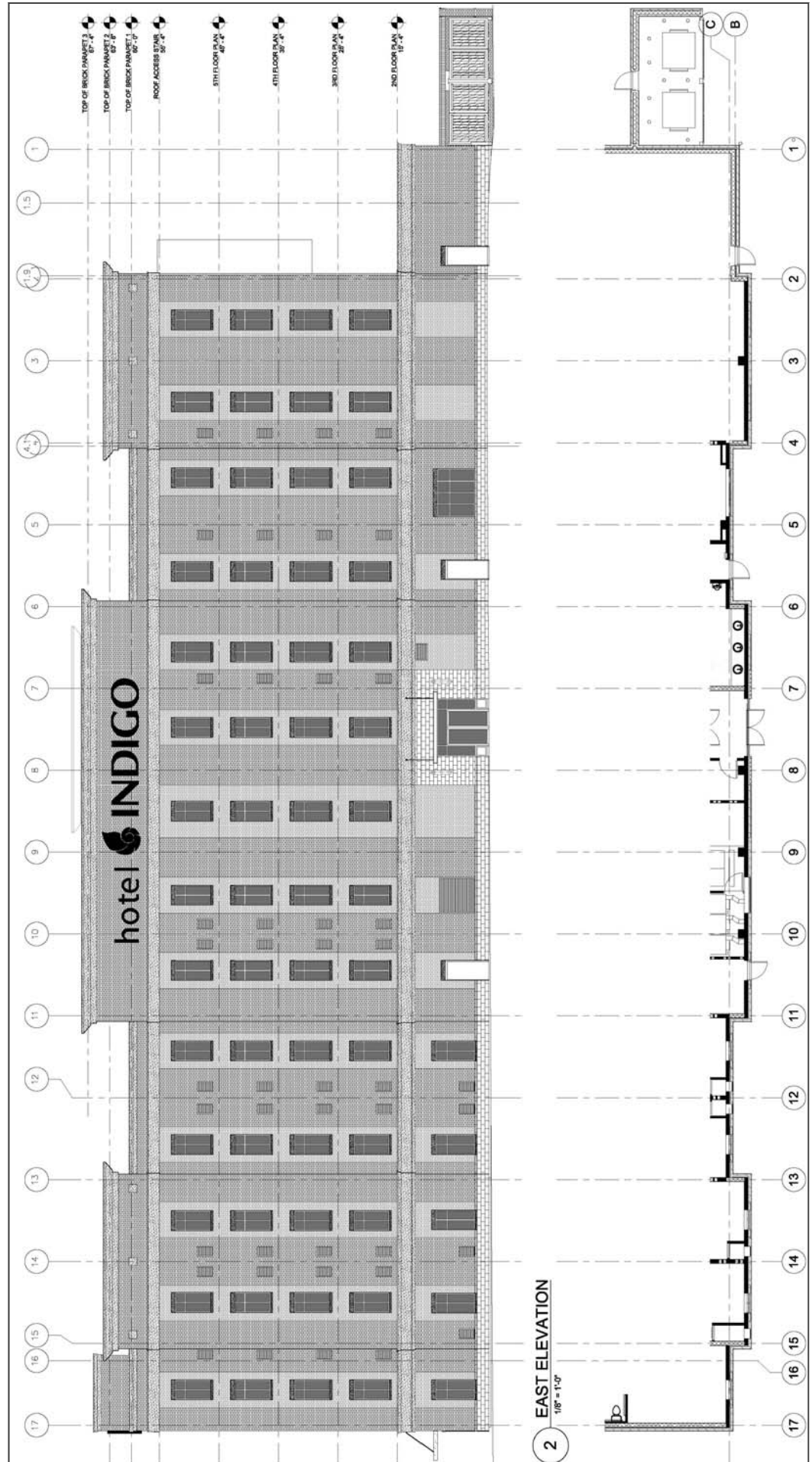
[Item F] A variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive;

[Item G] A variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade.

Proposed Hotel—
S. 30th Avenue
(East) Facade

[Item E] variance from Article 3, Section 3.5.4, Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive

[Item F] A variance from Article 3, Section 3.5.4, Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive.



Proposed Hotel—Parking lot (West) Facade



3 3D View 2

TRANSPARENCY SCHEDULE

STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %	
		OVERALL AREA	TRANS. WIN. / DRS.	ACTUAL	REQUIRED (MIN.)
HARDY STREET	GROUND FLOOR	859	58	7	60
HARDY STREET	SECOND FLOOR	716	64	9	20
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HARDY STREET	FOURTH FLOOR	716	64	9	20
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CHEVY CHASE	SECOND FLOOR	591	32	5	20
CHEVY CHASE	THIRD FLOOR	591	32	5	20
CHEVY CHASE	FOURTH FLOOR	591	32	5	20
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GENERAL NOTES:

TRANSPARENCY SCHEDULE

STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %		REMARKS
		OVERALL AREA	TRANS. WINDOWS / DOORS	ACTUAL	REQUIRED (MIN.)	
S. 30ST AVE	GROUND FLOOR	2590	180	7	60	
S. 30ST AVE	SECOND FLOOR	1943	224	12	20	
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S. 30ST AVE	FOURTH FLOOR	1943	224	12	20	
S. 30ST AVE	FIFTH FLOOR	1943	224	12	20	

GENERAL NOTES:

- DISTRICT: MIXED USE (MX-4, MX-5)
- BUILDING TYPE: MIXED USE (HOTEL / RESTAURANT / BAR)



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr, Representative

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
3000 Hardy Street	028N-07-078.00	20837	3
	028N-07-076.00	20839	

Requests: **3 Variances from the Midtown Form-Based Code - Ground Story Transparency, Upper Story Transparency, & Blank Wall Area requirements for the Hotel Building.**

Purpose of Request: To consider an application to request a **[Item E] variance from Article 3, Section 3.5 4. Transparency (A)** which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a **[Item F] variance from Article 3, Section 3.5 4. Transparency (B)** which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a **[Item G] variance from Article 3, Section 3.5 4. Transparency (C)** which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 3.5

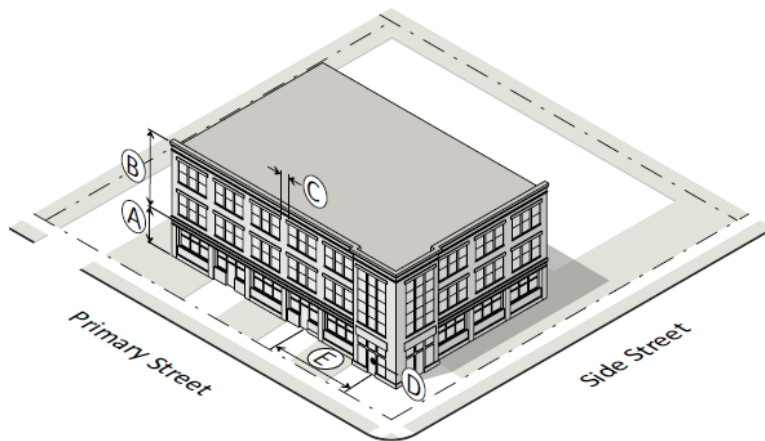
Sec. 3.5. General Building 4. Activation

Transparency (A) Ground story (min) 40%

Transparency (B) Upper story (min) 20%

Transparency (C) Blank Wall Area (max) 35'

4. Activation



Transparency	
Ⓐ Ground story (min)	40%
Ⓑ Upper story (min)	20%
Ⓒ Blank wall area (max)	35'

SECTION 3.17

Rules for All Building Types

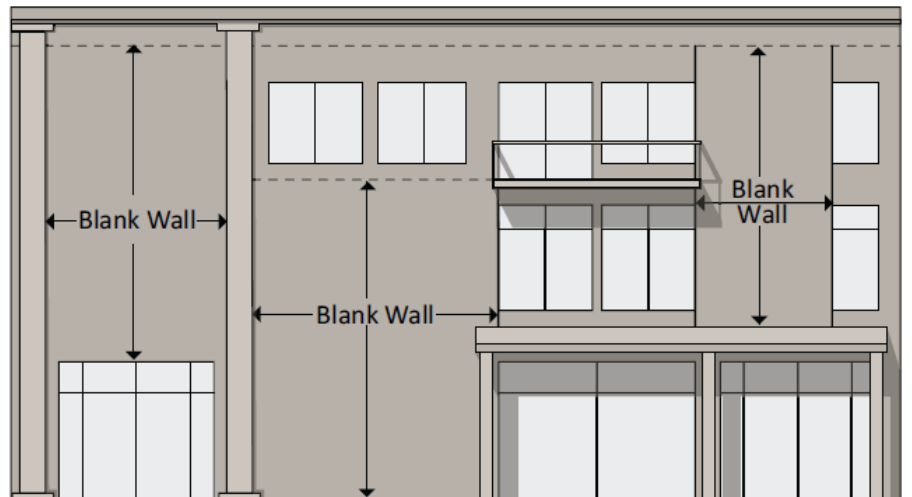
L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



M. Blank Wall Area

1. Blank wall area means a portion of the exterior facade of the building that does not include: windows or doors; columns, pilasters or other articulation greater than 12 inches in depth; or a substantial material change (paint color is not considered a substantial change).
2. Blank wall area applies in both a vertical and horizontal direction.
3. Blank wall area applies to ground and upper story primary and side street-facing facades.



Present Zoning:

This parcel is zoned MX-5 (Mixed Use) 5-Story with the Hardy Street overlay District and MX-4 (Mixed Use) 4-Story.

Present Use:

Parking lot and undeveloped

**Surrounding Zoning
and Land Use:**

North: R-3 (Multi-Family Residential) District / University of Southern Mississippi
South: MX-3(Mixed Use) 3-story / residential
East: MX-4 (Mixed Use) 4-story, HS (Hardy Street Overlay)/ Commercial
West: MX-3(Mixed Use) 3-story / Undeveloped

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

This parcel is accessible from the North by Hardy Street, from the West by S.31st Avenue, and from the East by S.30th Avenue, and from the South by Chevy Chase Drive.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.

History / Background:

The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances.

The design of the Hotel street-facing façade does not encourage interaction and engagement with the street/pedestrian corridor of S. 30th Avenue. The Midtown in Motion Masterplan states “Form-based zoning standards regulate building form and placement within the lot ensuring that the building “addresses” the street in a manner that is pedestrian friendly. This encourages activity to take place within the “public realm” – the area accessible to the public such as sidewalks, streets, and open spaces.” While this structure meets the Build-to Zone and abuts the public right-of-way, the main entrance has been placed so that it faces the interior of the lot, not the public realm.

[E] Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

[F] Variance Option:

Recommend **approval** or **denial** of the request for a variance from

Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

[G] Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information *(1 page)*

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Hotel Tenant Requirements (ie. Kitchen Locations, back of house/storage locations, hotel

restaurant/bar/patio locations) require us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

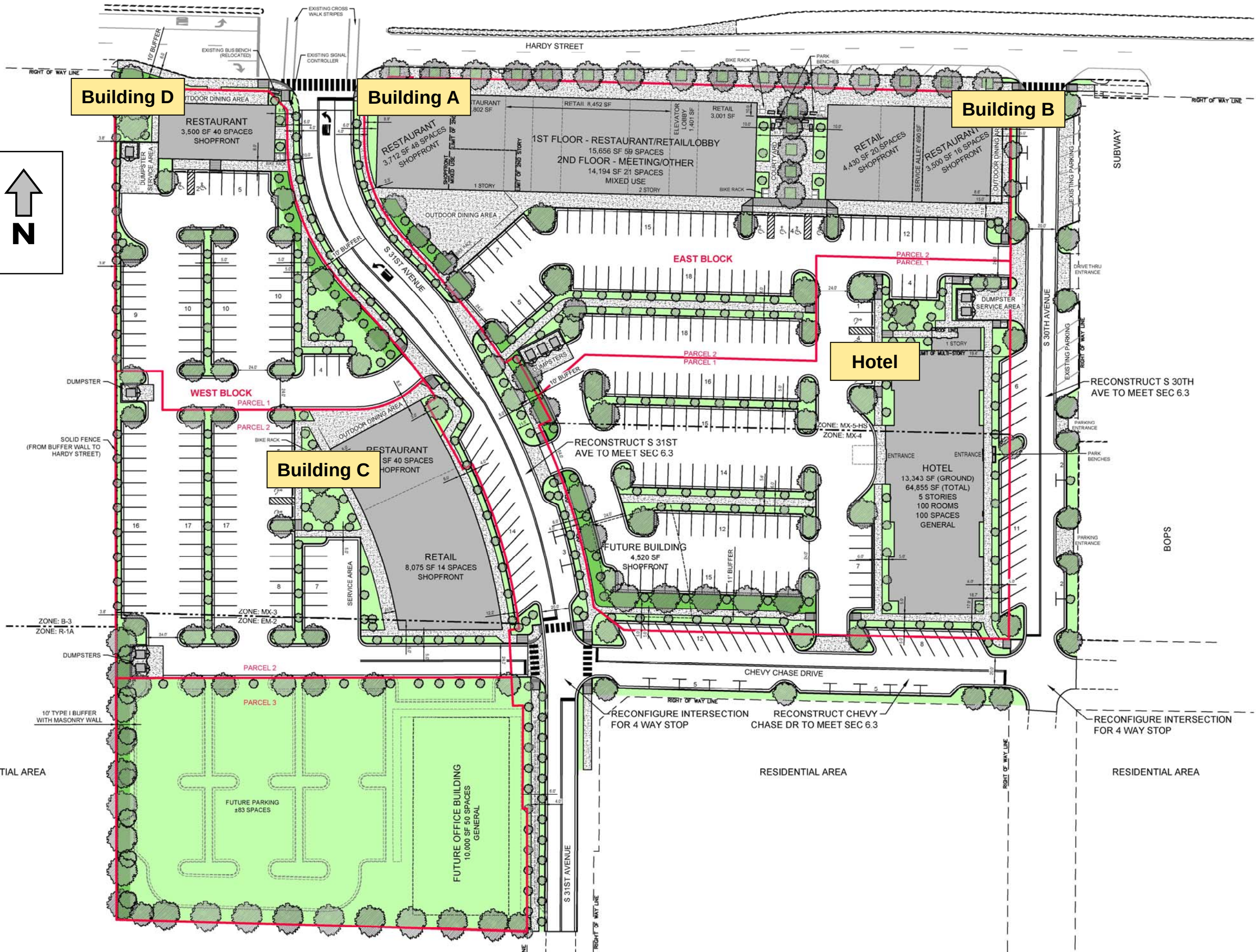
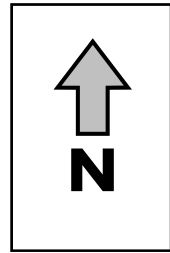
Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

I have been deeply involved with Midtown for many years now as a property owner and as a member of the Midtown Steering Committee. I can state with certainty that *The District* is precisely the kind of development envisioned by the stakeholders of Midtown. From the Charrette process through the creation of the Masterplan and the adoption of the Form Based Code, this has been the goal and the vision for Midtown.

The Masterplan and Code were and are designed to accommodate and facilitate the healthy and tasteful development and growth of Midtown. They certainly were not designed to hinder or complicate positive development. While some design aspects of



HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel", followed by a long, horizontal, wavy line that extends to the right.

Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3007

File ID: 2016-3007

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3000 Hardy Street and 301 Chevy Chase Drive
(Hotel Building) - Variance (FBC) Section 3.5 4.
Transparency (B)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, as required in the Midtown Form-Based Code, to request a variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Hotel-
Items E, F, G (FBC Variance), Staff Summary -
Midtown- 3000 Hardy Street - Hotel - Items E, F, G,
Applicant Summary - Variance - Hotel-Transparency
B, Midtown Tatum Approved Site Plan, Joel Ingram -
District at Midtown Tatum development - Letter of
Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE the petition filed by Rob O. Tatum, Jr, Owner, as required in the Midtown Form-Based Code, to request a variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3007

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner, as required in the Midtown Form-Based Code, to request a variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) - Variance (FBC) Section 3.5 4. Transparency (B)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

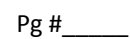
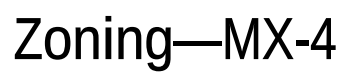
SUBJECT PARCEL:

3000 Hardy Street and 307 Chevy Chase Drive, Robert O. Tatum, Jr
(Hotel Building)

The applicant requests a [Item E] variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a [Item F] variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a [Item G] variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).



Photo taken from the corner of Chevy Chase Drive & S. 30th Avenue looking North



Site Aerial



SURROUNDING AREA

Northern Direction: MX-5 (Mixed Use) 4-story & HS (Hardy Street Overlay)/ University Parking Lot



Southern Direction: MX-3 (Mixed Use) 3-story/ Residential

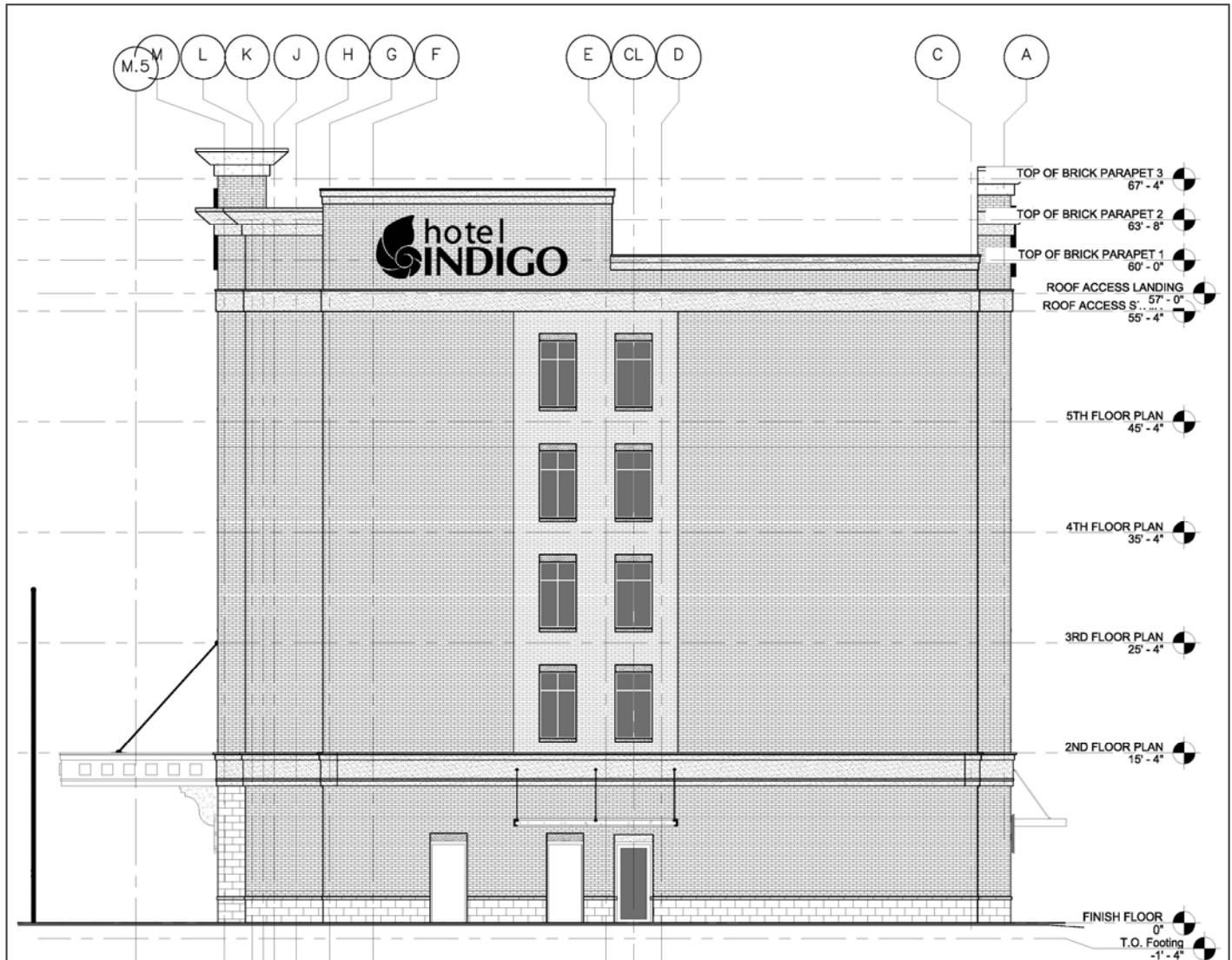


Eastern Direction: MX-4 (Mixed Use) 4-story/Restaurant

Western Direction: MX-3 (Mixed Use) 3 story District/ Parking Lot



Proposed Hotel—Chevy Chase Drive (South) Façade



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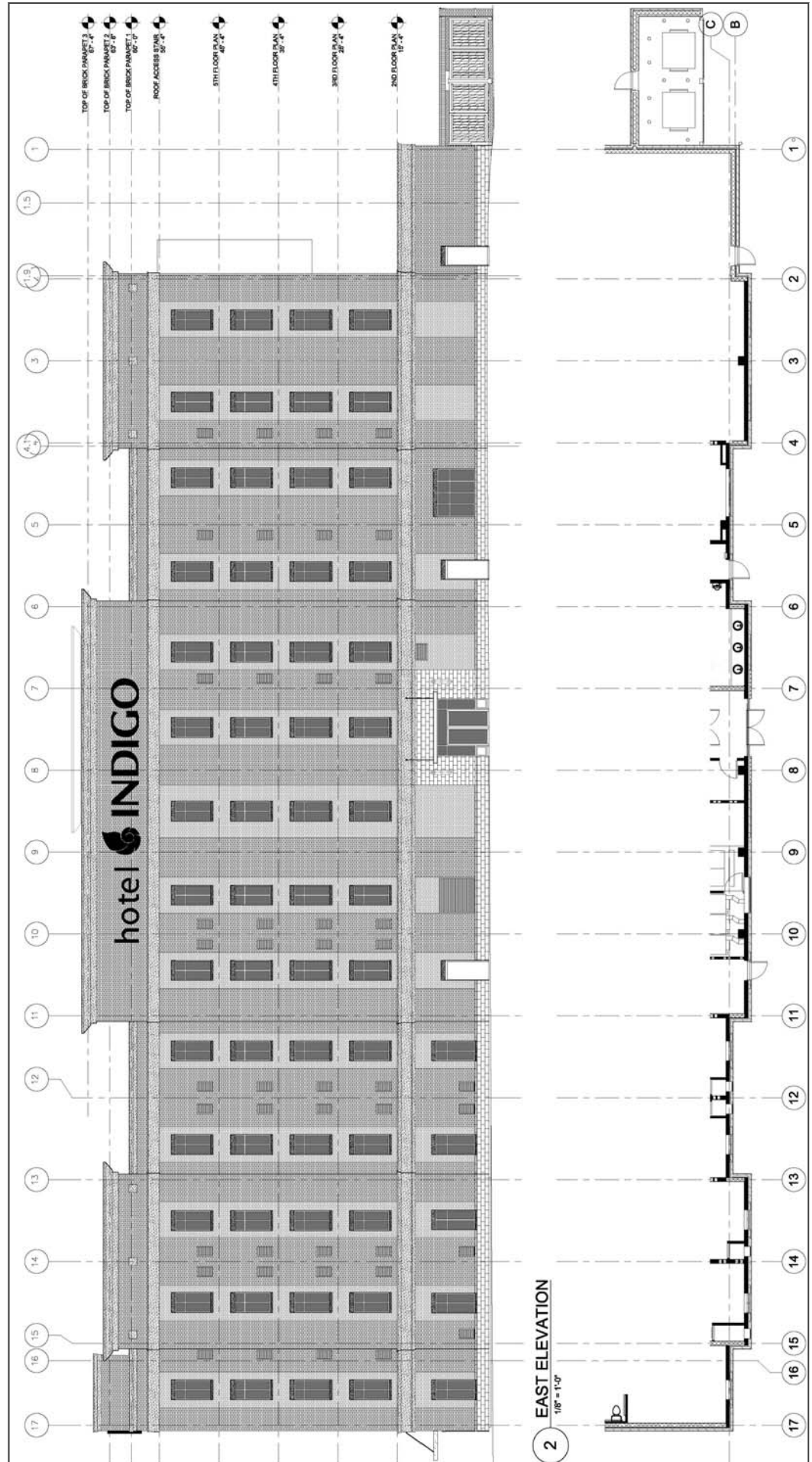
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Proposed Hotel—
S. 30th Avenue
(East) Facade

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Proposed Hotel—Parking lot (West) Facade



3 3D View 2

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GENERAL NOTES:

TRANSPARENCY SCHEDULE

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GENERAL NOTES:

- DISTRICT: MIXED USE (MX-4, MX-5)
- BUILDING TYPE: MIXED USE (HOTEL / RESTAURANT / BAR)



**Planning Commission
Case Fact Sheet**

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	028N-07-076.00	20839	

Requests: **3 Variances from the Midtown Form-Based Code - Ground Story Transparency, Upper Story Transparency, & Blank Wall Area requirements for the Hotel Building.**

Purpose of Request: To consider an application to request a **[Item E] variance from Article 3, Section 3.5 4. Transparency (A)** which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a **[Item F] variance from Article 3, Section 3.5 4. Transparency (B)** which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a **[Item G] variance from Article 3, Section 3.5 4. Transparency (C)** which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 3.5

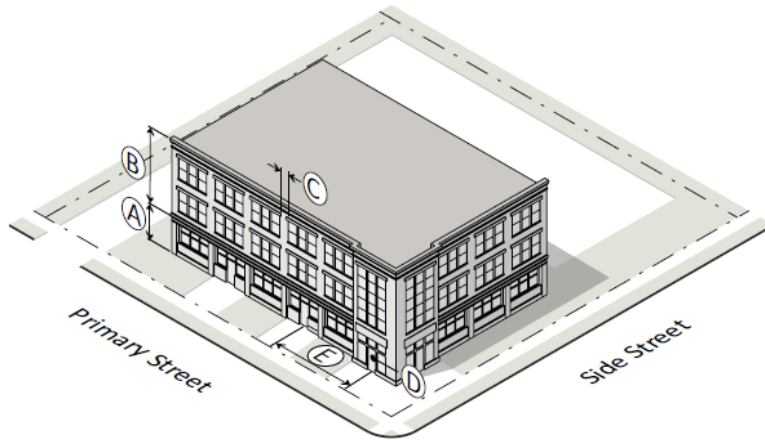
Sec. 3.5. General Building 4. Activation

Transparency (A) Ground story (min) 40%

Transparency (B) Upper story (min) 20%

Transparency (C) Blank Wall Area (max) 35'

4. Activation



Transparency	
Ⓐ Ground story (min)	40%
Ⓑ Upper story (min)	20%
Ⓒ Blank wall area (max)	35'

SECTION 3.17

Rules for All Building Types

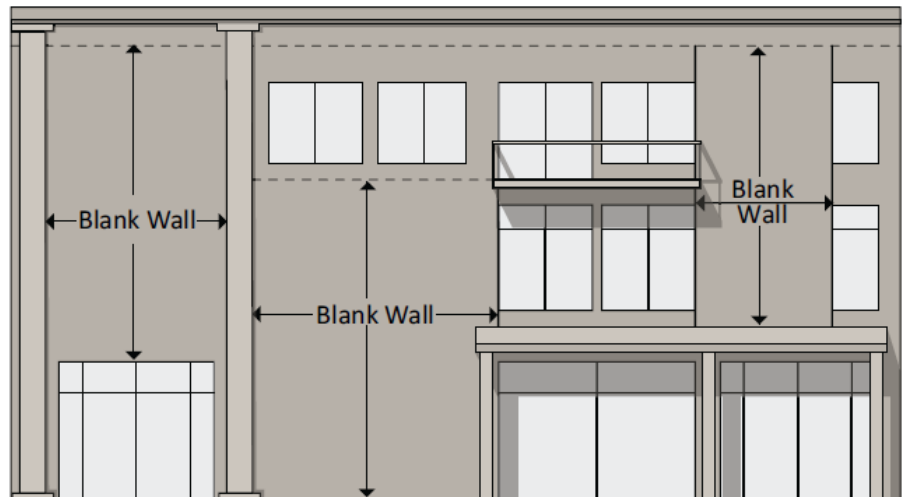
L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



M. Blank Wall Area

1. Blank wall area means a portion of the exterior facade of the building that does not include: windows or doors; columns, pilasters or other articulation greater than 12 inches in depth; or a substantial material change (paint color is not considered a substantial change).
2. Blank wall area applies in both a vertical and horizontal direction.
3. Blank wall area applies to ground and upper story primary and side street-facing facades.



Present Zoning:

This parcel is zoned MX-5 (Mixed Use) 5-Story with the Hardy Street overlay District and MX-4 (Mixed Use) 4-Story.

Present Use:

Parking lot and undeveloped

**Surrounding Zoning
and Land Use:**

North: R-3 (Multi-Family Residential) District / University of Southern Mississippi
South: MX-3(Mixed Use) 3-story / residential
East: MX-4 (Mixed Use) 4-story, HS (Hardy Street Overlay)/ Commercial
West: MX-3(Mixed Use) 3-story / Undeveloped

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

This parcel is accessible from the North by Hardy Street, from the West by S.31st Avenue, and from the East by S.30th Avenue, and from the South by Chevy Chase Drive.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.

History / Background:

The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances.

The design of the Hotel street-facing façade does not encourage interaction and engagement with the street/pedestrian corridor of S. 30th Avenue. The Midtown in Motion Masterplan states “Form-based zoning standards regulate building form and placement within the lot ensuring that the building “addresses” the street in a manner that is pedestrian friendly. This encourages activity to take place within the “public realm” – the area accessible to the public such as sidewalks, streets, and open spaces.” While this structure meets the Build-to Zone and abuts the public right-of-way, the main entrance has been placed so that it faces the interior of the lot, not the public realm.

[E] Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

[F] Variance Option:

Recommend **approval** or **denial** of the request for a variance from

Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

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Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Hotel Tenant Requirements (ie. Kitchen Locations, back of house/storage locations, hotel

restaurant/bar/patio locations) require us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

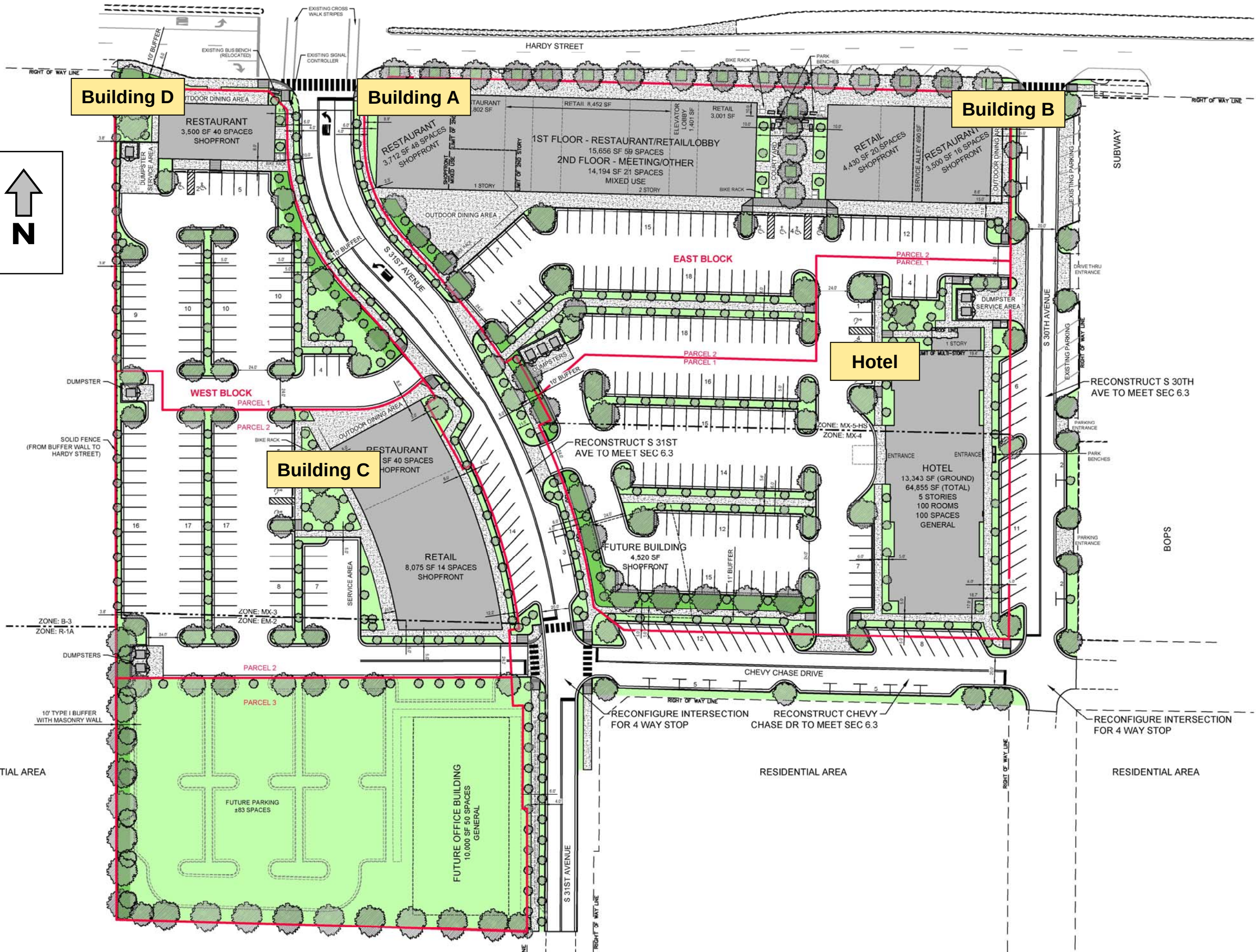
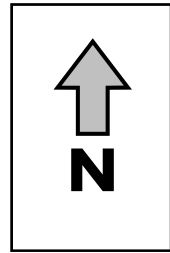
Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

I have been deeply involved with Midtown for many years now as a property owner and as a member of the Midtown Steering Committee. I can state with certainty that *The District* is precisely the kind of development envisioned by the stakeholders of Midtown. From the Charrette process through the creation of the Masterplan and the adoption of the Form Based Code, this has been the goal and the vision for Midtown.

The Masterplan and Code were and are designed to accommodate and facilitate the healthy and tasteful development and growth of Midtown. They certainly were not designed to hinder or complicate positive development. While some design aspects of



HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel", followed by a long, horizontal, wavy line that extends to the right.

Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3008

File ID: 2016-3008

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3000 Hardy Street and 301 Chevy Chase Drive
(Hotel Building) - Variance (FBC) Section 3.5 4.
Transparency (C)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive facade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Hotel-Items E, F, G (FBC Variance), Staff Summary - Midtown- 3000 Hardy Street - Hotel - Items E, F, G, Applicant Summary - Variance - Hotel-Transparency C, Midtown Tatum Approved Site Plan, Joel Ingram - District at Midtown Tatum development - Letter of Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive facade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3008

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive facade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) - Variance (FBC) Section 3.5 4. Transparency (C)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

SUBJECT PARCEL:

3000 Hardy Street and 307 Chevy Chase Drive, Robert O. Tatum, Jr
(Hotel Building)

The applicant requests a [Item E] variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a [Item F] variance from Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a [Item G] variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

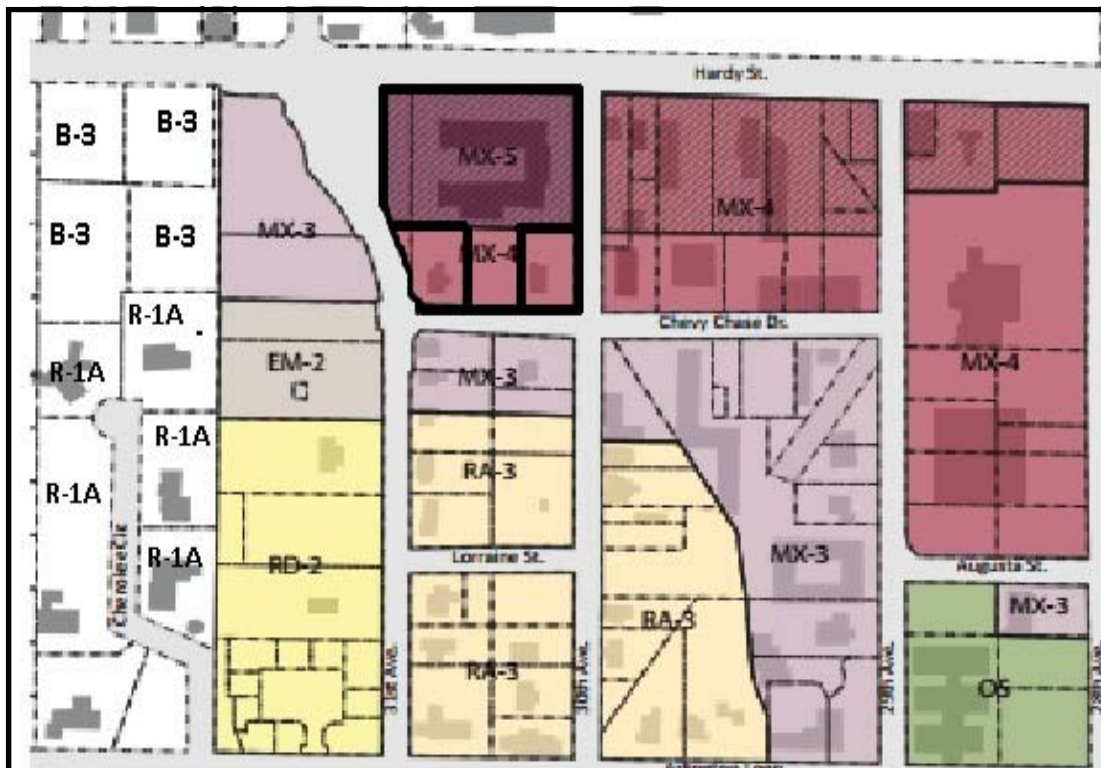


Photo taken from the corner of Chevy Chase Drive & S. 30th Avenue looking North

Vicinity Map—Ward 3



Zoning—MX-4



Site Aerial



SURROUNDING AREA

Northern Direction: MX-5 (Mixed Use) 4-story & HS (Hardy Street Overlay)/ University Parking Lot



Southern Direction: MX-3 (Mixed Use) 3-story/ Residential

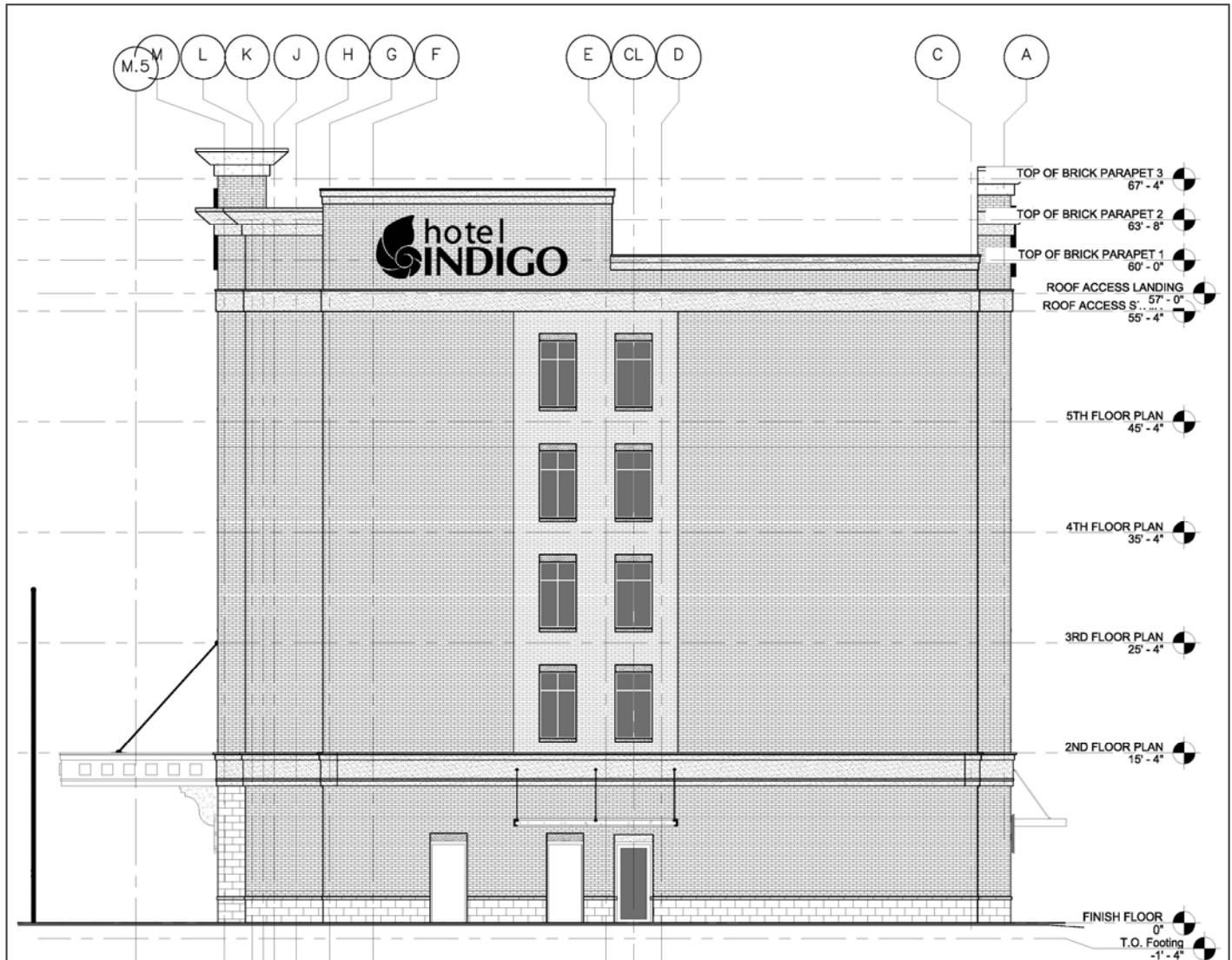


Eastern Direction: MX-4 (Mixed Use) 4-story/Restaurant

Western Direction: MX-3 (Mixed Use) 3 story District/ Parking Lot



Proposed Hotel—Chevy Chase Drive (South) Façade



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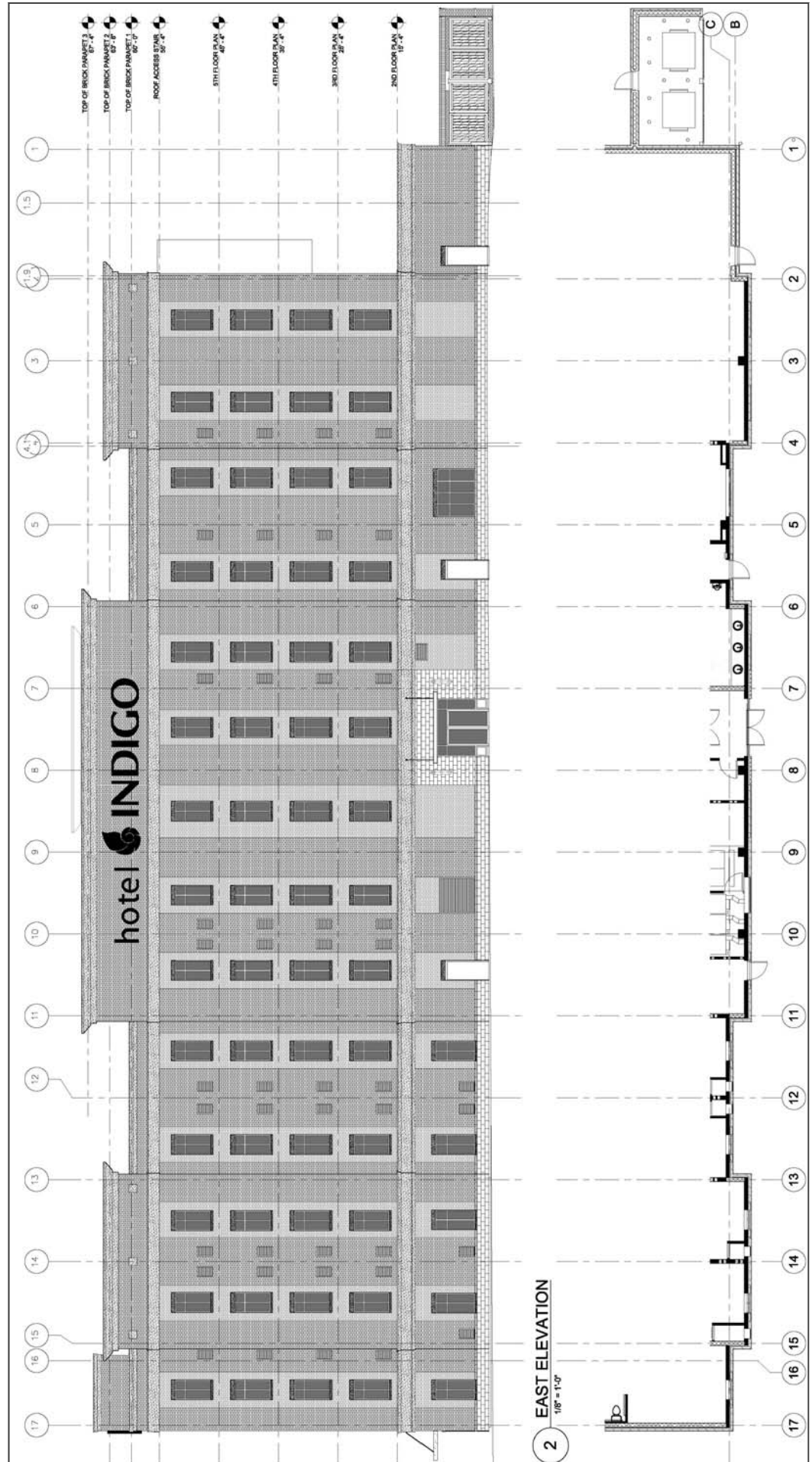
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[Item G] A variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade.

Proposed Hotel—
S. 30th Avenue
(East) Facade

[Item E] variance from Article 3, Section 3.5.4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive

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Proposed Hotel—Parking lot (West) Facade



3 3D View 2

TRANSPARENCY SCHEDULE

STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %	
		OVERALL AREA	TRANS. WIN. / DRS.	ACTUAL	REQUIRED (MIN.)
HARDY STREET	GROUND FLOOR	859	58	7	60
HARDY STREET	SECOND FLOOR	716	64	9	20
HARDY STREET	THIRD FLOOR	716	64	9	20
HARDY STREET	FOURTH FLOOR	716	64	9	20
HARDY STREET	FIFTH FLOOR	716	64	9	20
CHEVY CHASE	GROUND FLOOR	859	58	7	60
CHEVY CHASE	SECOND FLOOR	591	32	5	20
CHEVY CHASE	THIRD FLOOR	591	32	5	20
CHEVY CHASE	FOURTH FLOOR	591	32	5	20
CHEVY CHASE	FIFTH FLOOR	591	32	5	20

GENERAL NOTES:

TRANSPARENCY SCHEDULE

STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %		REMARKS
		OVERALL AREA	TRANS. WINDOWS / DOORS	ACTUAL	REQUIRED (MIN.)	
S. 30ST AVE	GROUND FLOOR	2590	180	7	60	
S. 30ST AVE	SECOND FLOOR	1943	224	12	20	
S. 30ST AVE	THIRD FLOOR	1943	224	12	20	
S. 30ST AVE	FOURTH FLOOR	1943	224	12	20	
S. 30ST AVE	FIFTH FLOOR	1943	224	12	20	

GENERAL NOTES:

- DISTRICT: MIXED USE (MX-4, MX-5)
- BUILDING TYPE: MIXED USE (HOTEL / RESTAURANT / BAR)



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr, Representative

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
3000 Hardy Street	028N-07-078.00	20837	3
	028N-07-076.00	20839	

Requests: **3 Variances from the Midtown Form-Based Code - Ground Story Transparency, Upper Story Transparency, & Blank Wall Area requirements for the Hotel Building.**

Purpose of Request: To consider an application to request a **[Item E] variance from Article 3, Section 3.5 4. Transparency (A)** which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive; a **[Item F] variance from Article 3, Section 3.5 4. Transparency (B)** which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive; and a **[Item G] variance from Article 3, Section 3.5 4. Transparency (C)** which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

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Applicable Regulations:

SECTION 3.5

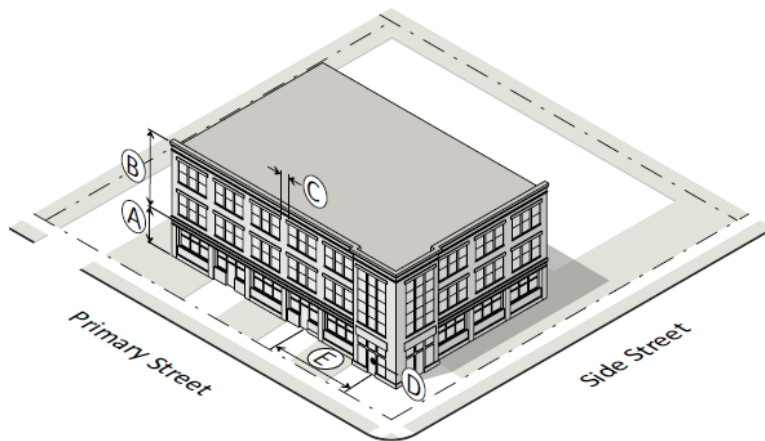
Sec. 3.5. General Building 4. Activation

Transparency (A) Ground story (min) 40%

Transparency (B) Upper story (min) 20%

Transparency (C) Blank Wall Area (max) 35'

4. Activation



Transparency	
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SECTION 3.17

Rules for All Building Types

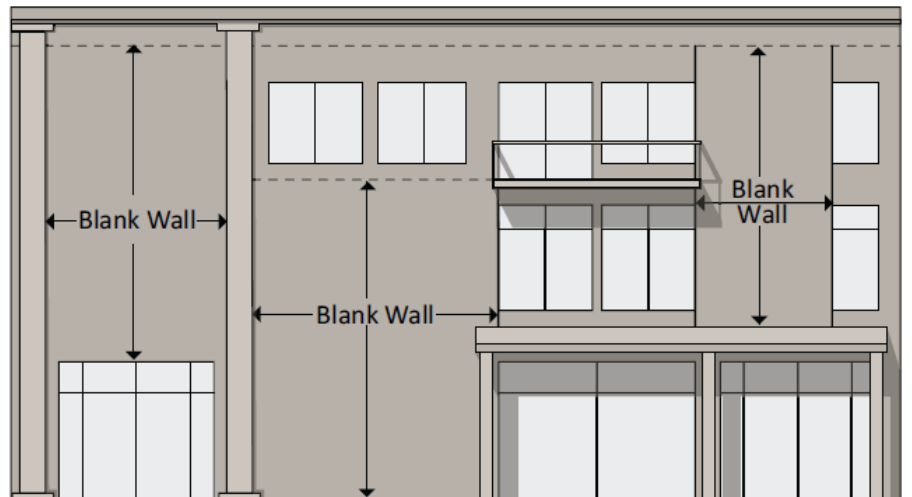
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1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
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3. Transparency applies to primary and side streetfacing facades only.



M. Blank Wall Area

1. Blank wall area means a portion of the exterior facade of the building that does not include: windows or doors; columns, pilasters or other articulation greater than 12 inches in depth; or a substantial material change (paint color is not considered a substantial change).
2. Blank wall area applies in both a vertical and horizontal direction.
3. Blank wall area applies to ground and upper story primary and side street-facing facades.



Present Zoning:

This parcel is zoned MX-5 (Mixed Use) 5-Story with the Hardy Street overlay District and MX-4 (Mixed Use) 4-Story.

Present Use:

Parking lot and undeveloped

**Surrounding Zoning
and Land Use:**

North: R-3 (Multi-Family Residential) District / University of Southern Mississippi
South: MX-3(Mixed Use) 3-story / residential
East: MX-4 (Mixed Use) 4-story, HS (Hardy Street Overlay)/ Commercial
West: MX-3(Mixed Use) 3-story / Undeveloped

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

This parcel is accessible from the North by Hardy Street, from the West by S.31st Avenue, and from the East by S.30th Avenue, and from the South by Chevy Chase Drive.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.

History / Background:

The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances.

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Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.5 4. Transparency (A) which states the minimum Ground story transparency is 40% and instead allow a transparency of 8% on S. 30th Ave and 2% on Chevy Chase Drive for a variance of 32% for the Ground story Transparency requirement on S. 30th Avenue and a variance of 38% for the Ground story Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

[F] Variance Option:

Recommend **approval** or **denial** of the request for a variance from

Article 3, Section 3.5 4. Transparency (B) which states the minimum Upper story transparency is 20% and instead allow a transparency of 12% on S. 30th Ave and 5% on Chevy Chase Drive for a variance of 8% for the Upper stories Transparency requirement on S. 30th Avenue and a variance of 15% for the Upper stories Transparency requirement on Chevy Chase Drive for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

[G] Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.5 4. Transparency (C) which states the maximum Blank wall area allowed is 35 feet and instead allow two blank wall areas of 40 feet (vertically) for two (2) variances of 5 feet measured vertically on the Chevy Chase Drive façade for a certain property located at 3000 Hardy Street and 301 Chevy Chase Drive (Hotel Building) (Parcel 028N-07-078.00, PPIN 20837; Parcel 028N-07-076.00, PPIN 20839, Ward 3).

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Hotel Tenant Requirements (ie. Kitchen Locations, back of house/storage locations, hotel

restaurant/bar/patio locations) require us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

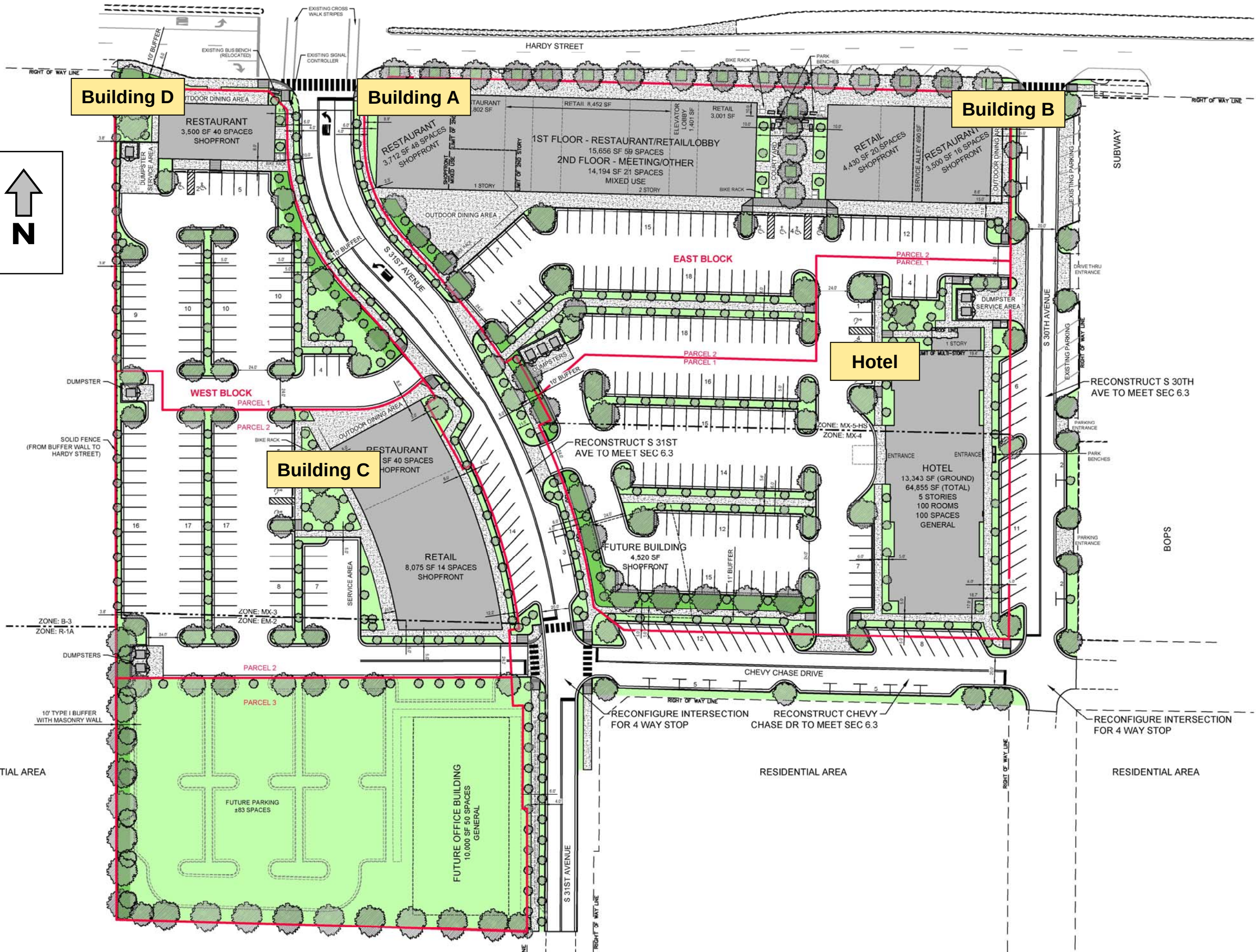
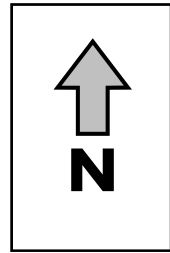
Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

I have been deeply involved with Midtown for many years now as a property owner and as a member of the Midtown Steering Committee. I can state with certainty that *The District* is precisely the kind of development envisioned by the stakeholders of Midtown. From the Charrette process through the creation of the Masterplan and the adoption of the Form Based Code, this has been the goal and the vision for Midtown.

The Masterplan and Code were and are designed to accommodate and facilitate the healthy and tasteful development and growth of Midtown. They certainly were not designed to hinder or complicate positive development. While some design aspects of



HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

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Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3009

File ID: 2016-3009

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3000 Hardy Street (Building A) - Variance (FBC)
Section 3.3 4. Transparency (A)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% for a variance of 28% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Building A - Item H (FBC Variance), Staff Summary - Midtown- 3000 Hardy Street - Building A - Item H, Applicant Summary - Variance - Retail-Transparency A-Building A, Midtown Tatum Approved Site Plan, Joel Ingram - District at Midtown Tatum development - Letter of Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% for a variance of 28% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3009

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% for a variance of 28% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

3000 Hardy Street (Building A) - Variance (FBC) Section 3.3 4. Transparency (A)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

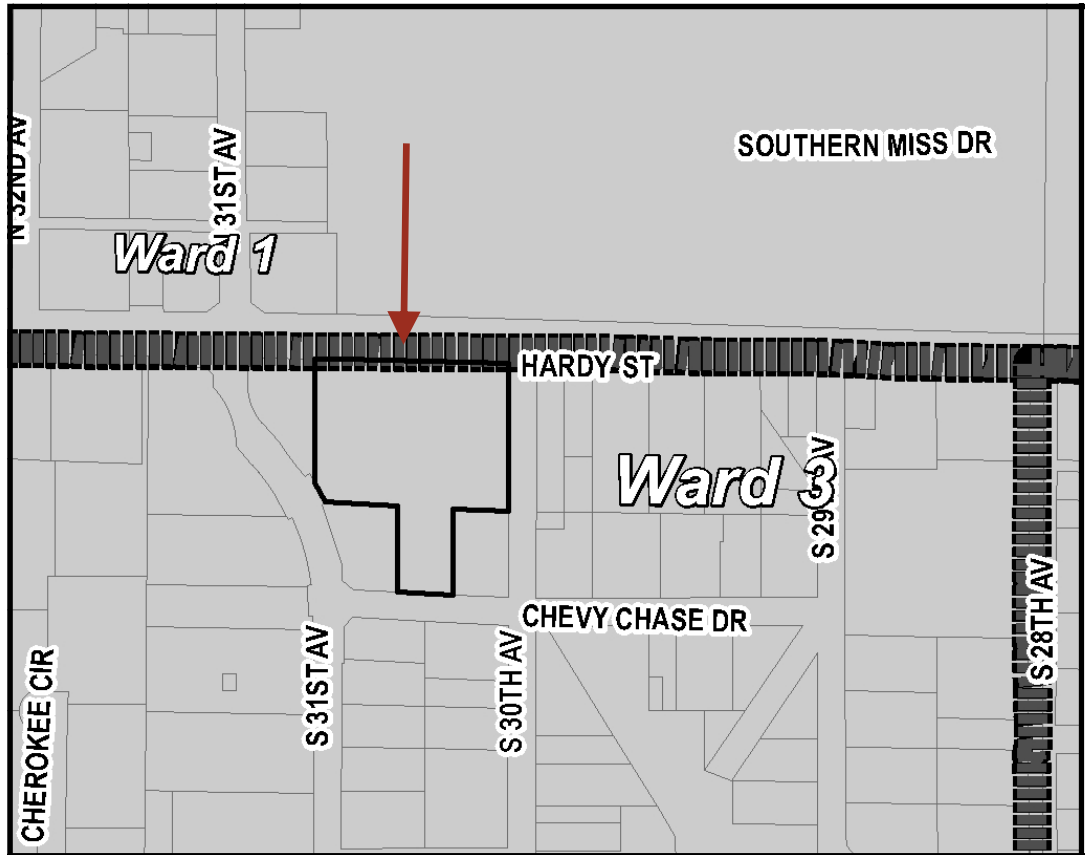
“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

SUBJECT PARCEL:
3000 Hardy Street (Building A)
Robert O. Tatum, Jr, Owner

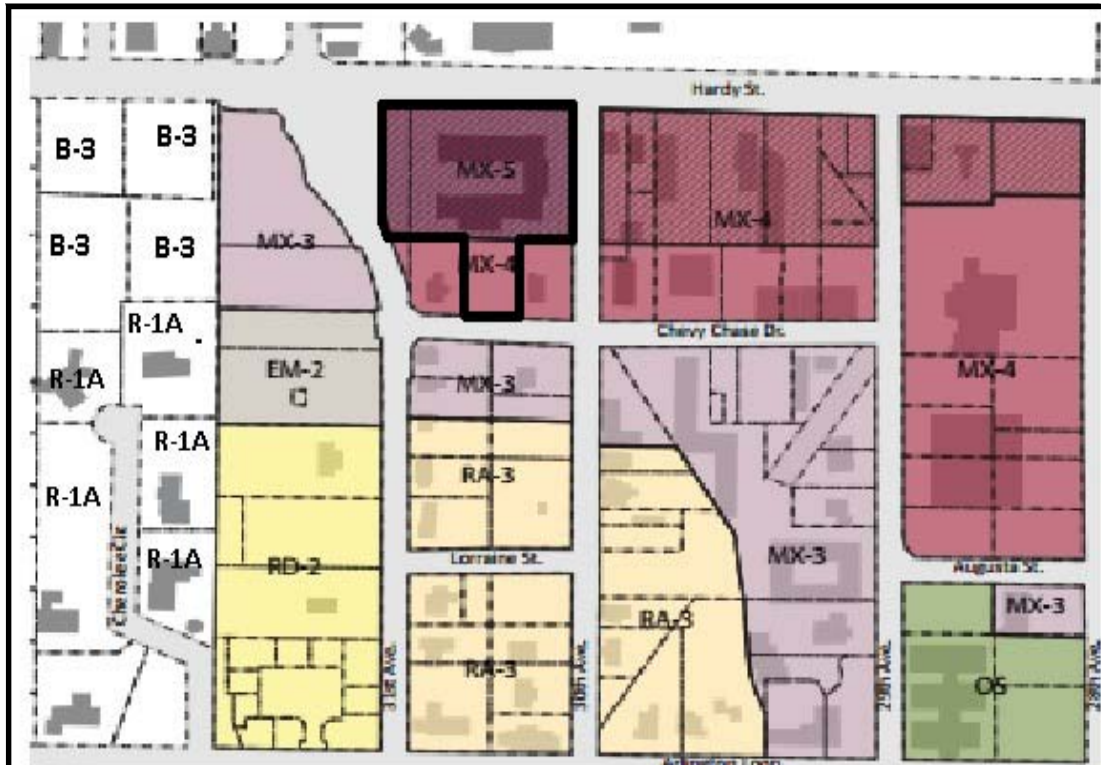
The applicant requests a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 28% for a variance of 32% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3).



Vicinity Map—Ward 3



Zoning—MX-5 & MX-4



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family Residential) District / University of Southern Mississippi



Southern Direction: MX-3(Mixed Use)
3 story / Residential

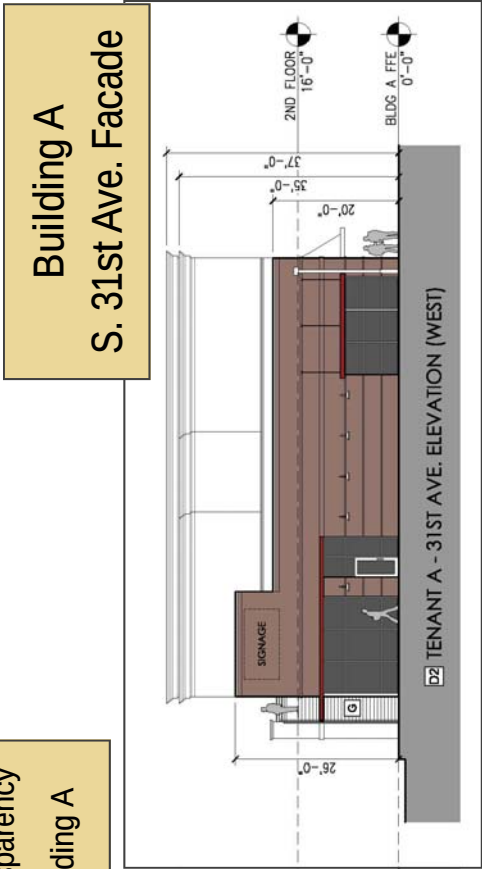


Eastern Direction: MX-4 (Mixed Use)
4-story, MX-5 (Mixed Use) 5-story &
HS (Hardy Street Overlay)/
Commercial



Western Direction: MX-3(Mixed Use)
3 story / Parking Lot , undeveloped





Transparency Schedule									
BUILDING NAME	BUILDING TYPE(S)	DISTRICT(S)	STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %		REMARKS
					OVERALL AREA	TRANS. WINDOWS / DOORS	ACTUAL	REQUIRED (MIN.)	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	3,282	742	23	60	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	SECOND FLOOR	3,177	603	19	20	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	S. 31ST AVE	GROUND FLOOR	840	287	34	60	
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	1,456	549	38	60	
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	S. 30TH AVE	GROUND FLOOR	840	473	56.3	60	
BUILDING C	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	2,176	418	19	60	
BUILDING D	SHOPFRONT	MX-3	HARDY STREET	GROUND FLOOR	1,169	248	21	60	
BUILDING D	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	774	273	35	60	



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
3000 Hardy Street	028N-07-078.00	20837	3
	028N-07-078.00	26492	

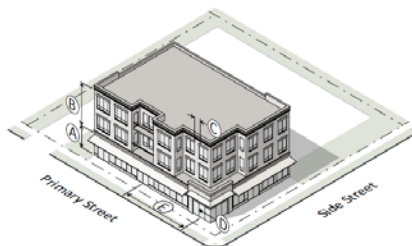
Requests: **Variance from the Midtown Form-Based Code – Ground Story Transparency requirement**

Purpose of Request: To consider an application to request a **variance from Article 3, Section 3.3 4. Transparency (A)** which states the minimum Ground story transparency is 60% and instead allow a transparency of 28% for a variance of 32% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:
SECTION 3.3 **Sec. 3.3. Mixed Use Building 4. Activation**
Transparency (A) Ground story (min) 60%

4. Activation



Transparency	
(A) Ground story (min)	60%

L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



Present Zoning: This parcel is zoned MX-5 (Mixed Use) 5-Story with the Hardy Street overlay District and MX-4 (Mixed Use) 4-Story.

Present Use: Parking lot and undeveloped

Surrounding Zoning and Land Use:

North: R-3 (Multi-Family Residential) District / University of Southern Mississippi
South: MX-3(Mixed Use) 3-story / Residential
East: MX-4 (Mixed Use) 4-story, MX-5 (Mixed Use) 5-story, & HS (Hardy Street Overlay)/ Commercial
West: MX-3(Mixed Use) 3-story / Parking Lot, undeveloped

Most Nearly Bounded By (streets): This parcel is accessible from the North by Hardy Street, from the West by S.31st Avenue, from the East by S.30th Avenue, and from the South by Chevy Chase Drive.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28,

2016.

History / Background:

The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances.

The design of Building A street-facing façade faces the public realm and does encourage interaction and engagement with the street/pedestrian corridor of Hardy Street.

Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 28% for a variance of 32% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building A) (Parcel 028N-07-078.00, PPIN 20837, Parcel 028N-07-079.00, PPIN 26492, Ward 3).

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
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Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Retail Tenant Requirements (ie. Kitchen Locations, back of house/storage locations) require

us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

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I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

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HPC – Public Meeting Agenda
Page 2

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This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

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Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3010

File ID: 2016-3010

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3000 Hardy Street (Building B) - Variance (FBC)
Section 3.3 4. Transparency (A)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Building B- Item I (FBC Variance), Staff Summary - Midtown- 3000 Hardy Street - Building B - Item I, Applicant Summary - Variance - Retail-Transparency A-Building B, Midtown Tatum Approved Site Plan, Joel Ingram - District at Midtown Tatum development - Letter of Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to APPROVE the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).
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There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3010

Title

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Budget Information

Expenditure Type

Purchasing Item

Publication Information

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Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

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There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

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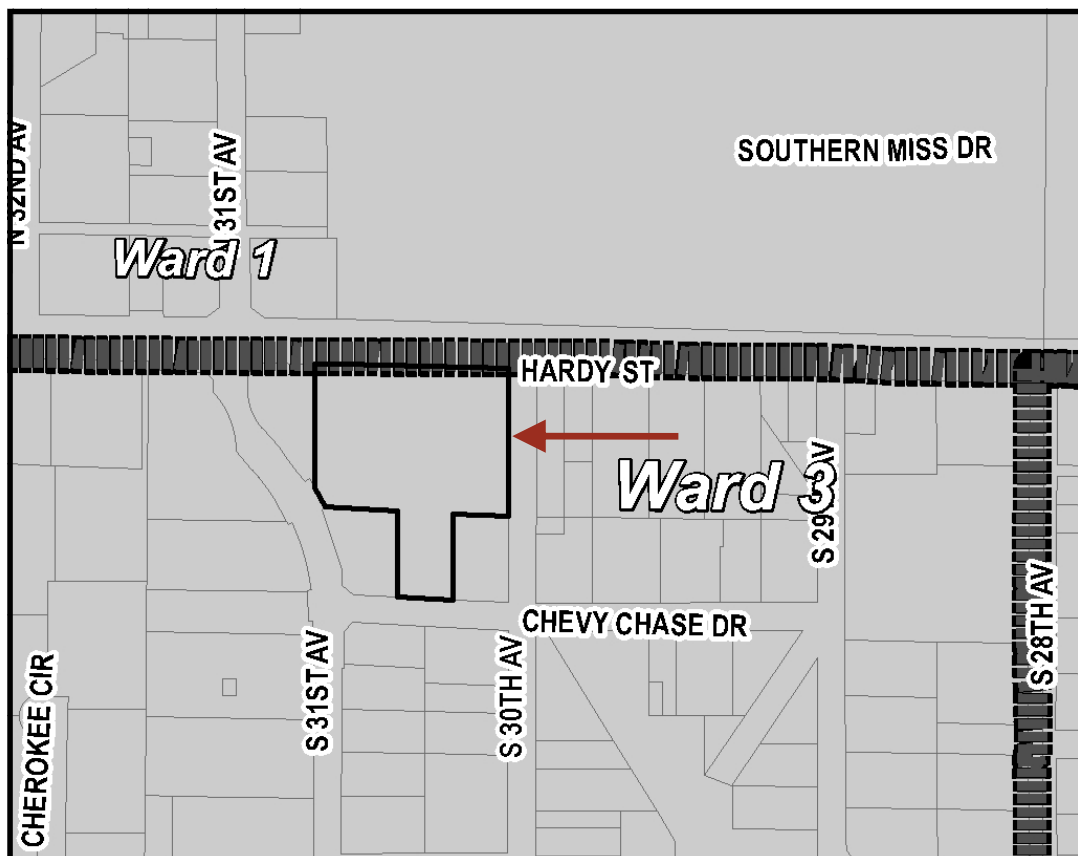
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SUBJECT PARCEL:
3000 Hardy Street (Building B)
Robert O. Tatum, Jr, Owner

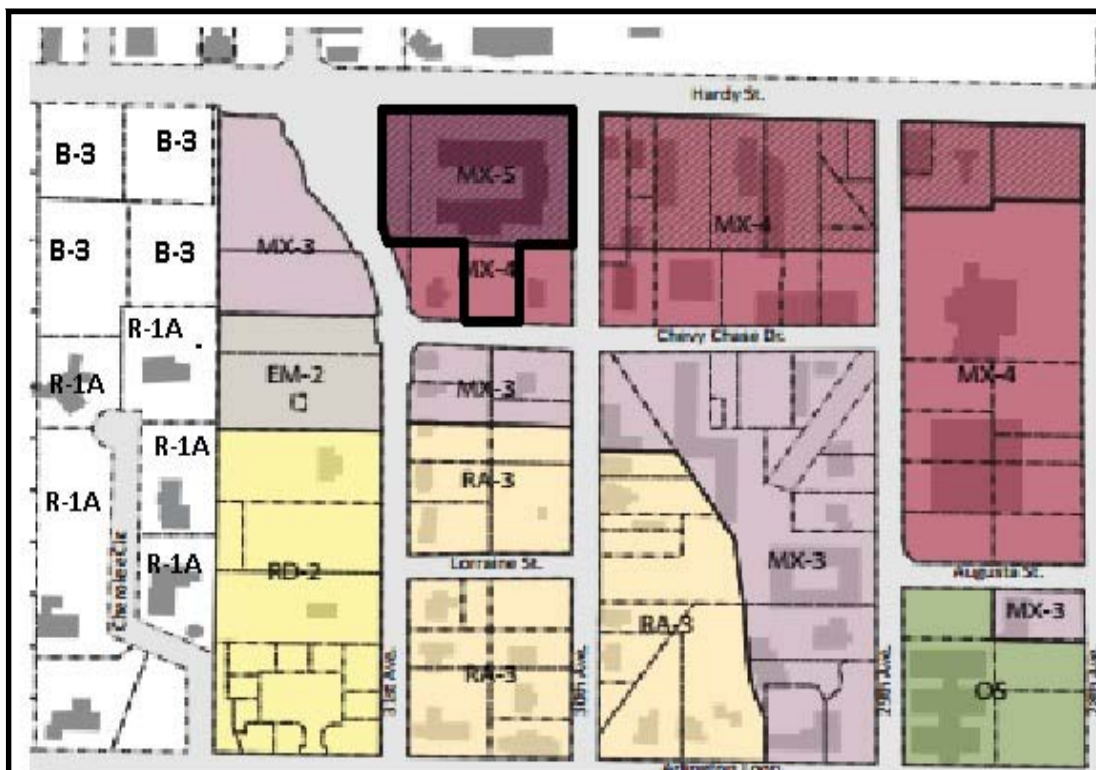
The applicant requests a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).



Vicinity Map—Ward 3



Zoning—MX-5 & MX-4



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family Residential) District / University of Southern Mississippi



Southern Direction: MX-3(Mixed Use)
3 story / Residential



Eastern Direction: MX-4 (Mixed Use)
4-story, MX-5 (Mixed Use) 5-story &
HS (Hardy Street Overlay)/
Commercial

Western Direction: MX-3(Mixed Use)
3 story / Parking Lot, undeveloped



Building B

Building A



Composite North Elevation - Buildings A & B

SCALE: 1/16" = 1'-0"

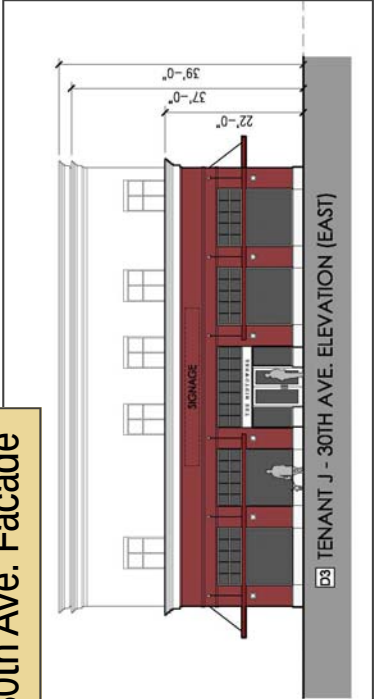
Hardy Street Façade

20% Variance—Transparency

Ground Floor - Building B

Building B

S. 30th Ave. Facade



Transparency Schedule

BUILDING NAME	BUILDING TYPE(S)	DISTRICT(S)	STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %		REMARKS
					OVERALL AREA	TRANS. WINDOWS / DOORS	ACTUAL	REQUIRED (MIN.)	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	3,282	742	23	60	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	SECOND FLOOR	3,177	603	19	20	
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	S. 31ST AVE	GROUND FLOOR	840	287	34	60	
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	1,456	549	38	60	
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	S. 30TH AVE	GROUND FLOOR	840	473	56.3	60	
BUILDING C	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	2,176	418	19	60	
BUILDING D	SHOPFRONT	MX-3	HARDY STREET	GROUND FLOOR	1,169	248	21	60	
BUILDING D	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	774	273	35	60	



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
3000 Hardy Street	028N-07-078.00	20837	3
	028N-07-078.00	26492	

Requests: **Variance from the Midtown Form-Based Code - Ground Story Transparency requirement for Building B**

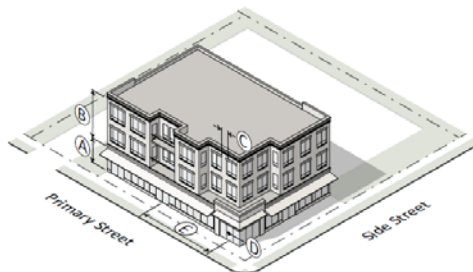
Purpose of Request: To consider an application to request a **variance from Article 3, Section 3.3 4. Transparency (A)** which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:
SECTION 3.5

**Sec. 3.3. Mixed Use Building 4. Activation
Transparency (A) Ground story (min) 60%**

4. Activation



Transparency	
Ⓐ Ground story (min)	60%

SECTION 3.17

Rules for All Building Types

L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



Present Zoning: This parcel is zoned MX-5 (Mixed Use) 5-Story with the Hardy Street overlay District and MX-4 (Mixed Use) 4-Story.

Present Use: Parking lot and undeveloped

Surrounding Zoning and Land Use:

North: R-3 (Multi-Family Residential) District / University of Southern Mississippi
South: MX-3(Mixed Use) 3-story / Residential
East: MX-4 (Mixed Use) 4-story, MX-5 (Mixed Use) 5-story, & HS (Hardy Street Overlay)/ Commercial
West: MX-3(Mixed Use) 3-story / Parking Lot, undeveloped

Most Nearly Bounded By (streets): This parcel is accessible from the North by Hardy Street, from the West by S.31st Avenue, from the East by S.30th Avenue, and from the South by Chevy Chase Drive.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.

History / Background:

The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances.

The design of Building A street-facing façade faces the public realm and does encourage interaction and engagement with the street/pedestrian corridor of Hardy Street.

Variance Option:

Recommend **approval** or **denial** to request a variance from Article 3, Section 3.3 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 40% for a variance of 20% for the Ground story Transparency requirement on Hardy Street for certain property located on a portion of 3000 Hardy Street (Building B) (Parcel 028N-07-078.00, PPIN 20837, Ward 3).

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Retail Tenant Requirements (ie. Kitchen Locations, back of house/storage locations) require

us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

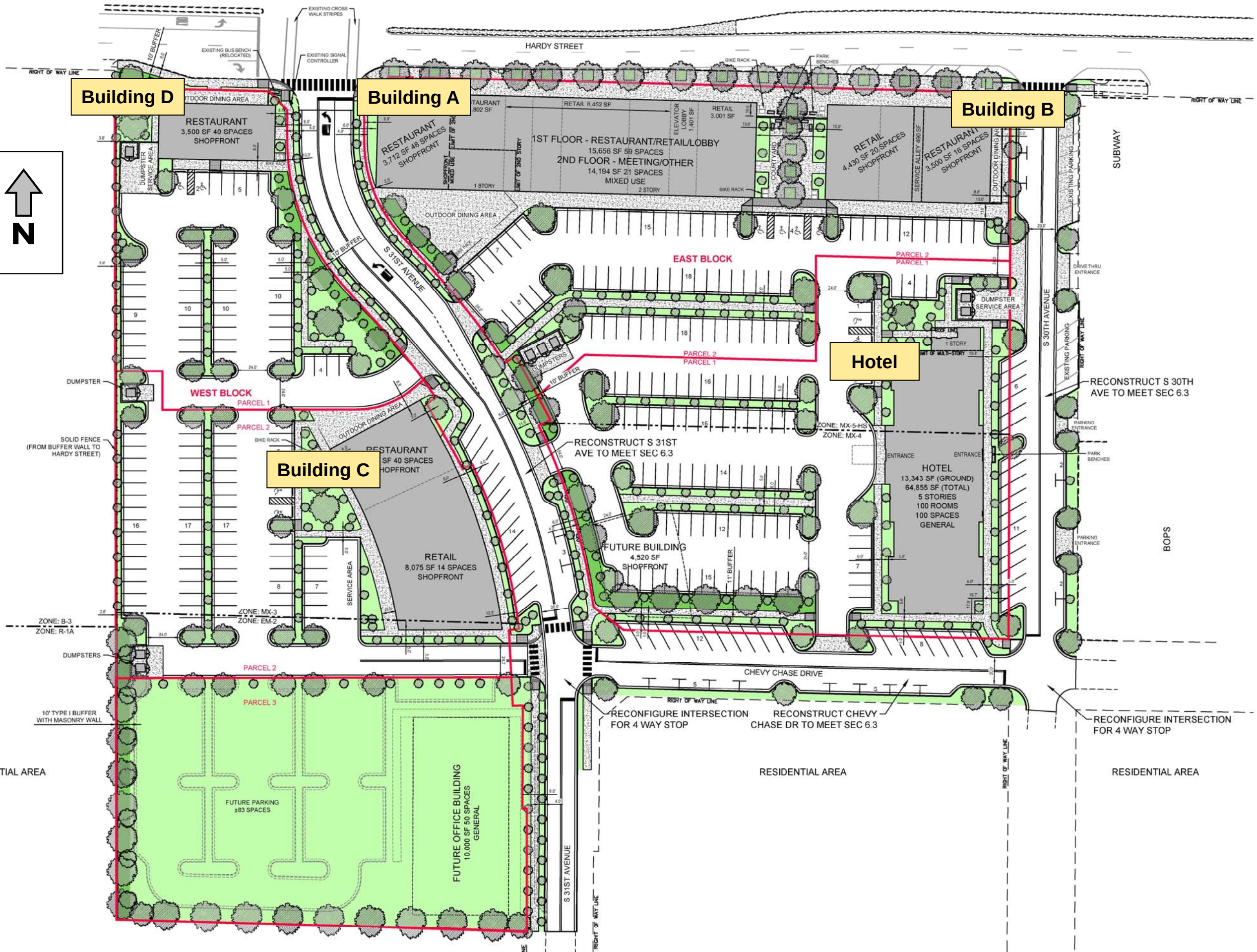
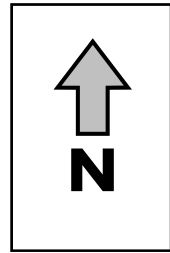
Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

I have been deeply involved with Midtown for many years now as a property owner and as a member of the Midtown Steering Committee. I can state with certainty that *The District* is precisely the kind of development envisioned by the stakeholders of Midtown. From the Charrette process through the creation of the Masterplan and the adoption of the Form Based Code, this has been the goal and the vision for Midtown.

The Masterplan and Code were and are designed to accommodate and facilitate the healthy and tasteful development and growth of Midtown. They certainly were not designed to hinder or complicate positive development. While some design aspects of



HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel", followed by a long, horizontal, wavy line that extends to the right.

Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3011

File ID: 2016-3011

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: Parcels located on S. 31st Avenue (Building C) -
Variance (FBC) Section 3.4 4. Transparency (A)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 36% for a variance of 24% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Building C - Item J (FBC Variance), Staff Summary - Midtown- 3000 Hardy Street - Building C - Item J, Applicant Summary - Variance - Retail-Transparency A-Building C, Midtown Tatum Approved Site Plan, Joel Ingram - District at Midtown Tatum development - Letter of Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 36% for a variance of 24% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3011

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 36% for a variance of 24% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

Parcels located on S. 31st Avenue (Building C) - Variance (FBC) Section 3.4 4. Transparency (A)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

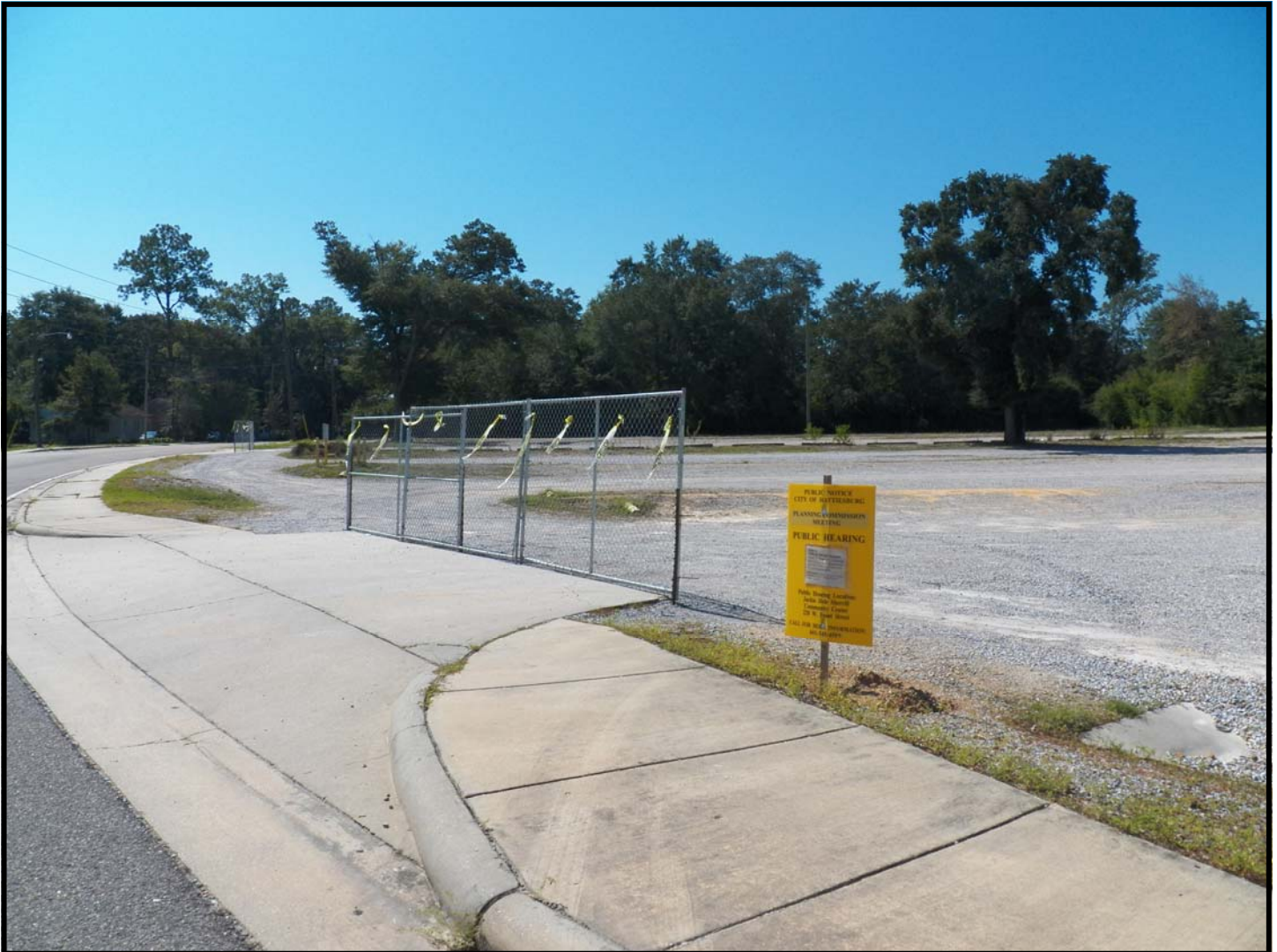
Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

SUBJECT PARCEL:
S. 31st Avenue (Building C)
Robert O. Tatum, Jr, Owner

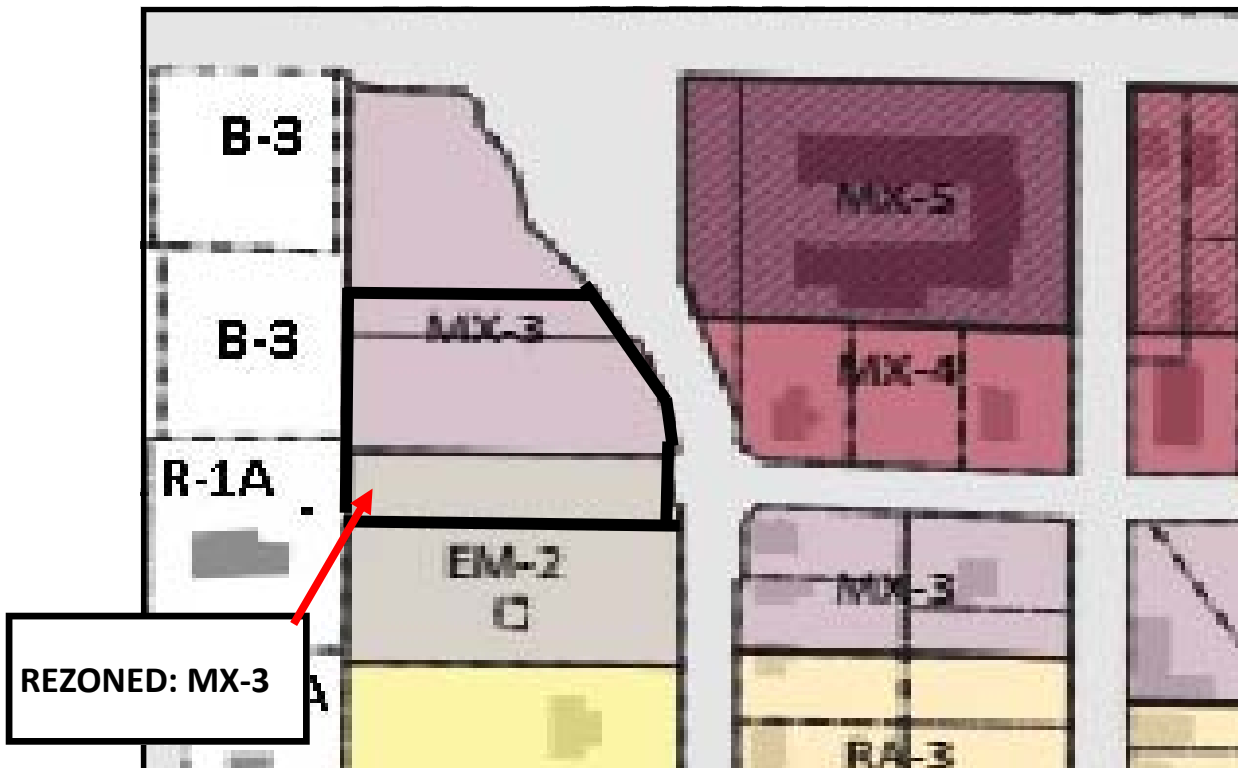
The applicant requests a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 23% for a variance of 37% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (**Building C**) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).



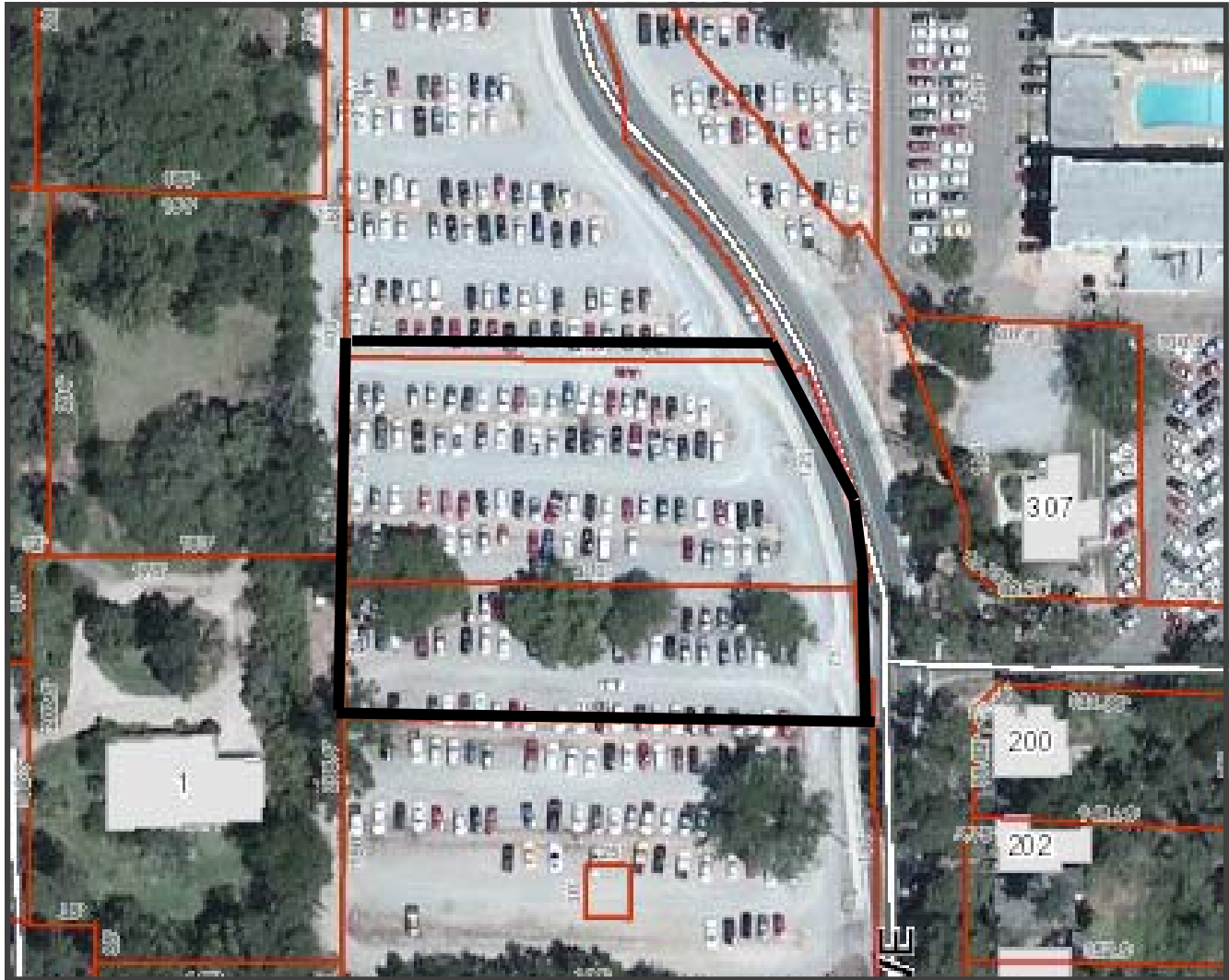
Vicinity Map—Ward 3



Zoning—MX-3



Site Aerial



SURROUNDING AREA

Northern Direction: MX-3 (Mixed Use) 3-story/ Undeveloped



Southern Direction: EM-2
(Employment 2-story)/ Undeveloped



Eastern Direction: MX-4 (Mixed Use 4-story) District, MX-5 (Mixed Use 5-story) District, (HS) Hardy Street Overlay/ Undeveloped



Western Direction: B-3 (Community Business) District/ Residential, Undeveloped



Building C

S. 31st Avenue Façade

37% Variance—Transparency



Transparency Schedule						
BUILDING NAME	BUILDING TYPE(S)	DISTRICT(S)	STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)	
					OVERALL AREA	TRANS. WINDOWS / DOORS
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	3,282	742
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	SECOND FLOOR	3,177	603
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	S. 31ST AVE	GROUND FLOOR	840	287
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	1,456	549
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	S. 30TH AVE	GROUND FLOOR	840	473
BUILDING C	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	2,176	418
BUILDING D	SHOPFRONT	MX-3	HARDY STREET	GROUND FLOOR	1,169	248
BUILDING D	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	774	273
					ACTUAL	REQUIRED (MIN.)
					23	60
					19	20
					34	60
					38	60
					56.3	60
					19	60
					21	60
					35	60



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
Along S. 31 st Avenue	028N-07-079.00	26492	3
	028N-07-080.00	26493	
	028N-07-081.00	26494	

Requests: **Variance from the Midtown Form-Based Code - Ground Story Transparency requirement**

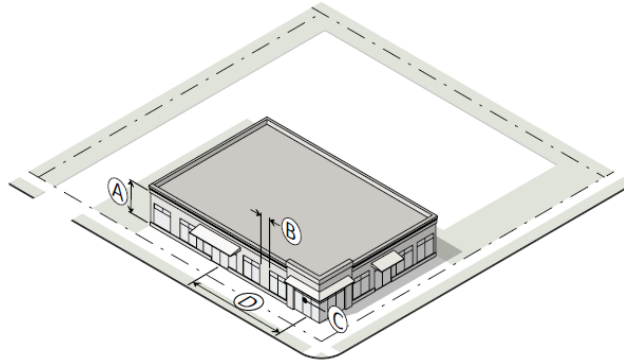
Purpose of Request: To consider an application to request a **variance from Article 3, Section 3.4 4. Transparency (A)** which states the minimum Ground story transparency is 60% and instead allow a transparency of 23% for a variance of 37% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 3.4	Sec. 3.4. Shopfront Building 4. Activation
	Transparency (A) Ground story (min) 60%

4. Activation



Transparency

Ⓐ Ground story (min) 60%

SECTION 3.17

Rules for All Building Types

L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



Present Zoning:	This parcel is zoned MX-3 (Mixed Use) 3-Story.
Present Use:	Parking lot and undeveloped
Surrounding Zoning and Land Use:	North: MX-3 (Mixed Use) 3-story / Undeveloped South: EM-2 (Employment) 2 story / Undeveloped East: MX-4 (Mixed Use) 4-story, MX-5 (Mixed Use) 5-story, & HS (Hardy Street Overlay)/ Undeveloped West: B-3 (Community Business) District, R-1A (Single Family Residential) District / Undeveloped, Residential
Most Nearly Bounded By (streets):	This parcel is accessible from the North by Hardy Street and from the East by S. 31 st Avenue. It is bounded to the South by Arlington Loop and to the West by Southampton Road.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.
History / Background:	The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances. The design of Building A street-facing façade faces the public realm and does encourage interaction and engagement with the street/pedestrian corridor of Hardy Street.
Variance Option:	Recommend approval or denial of the request for a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 23% for a variance of 37% for the Ground story Transparency requirement on S. 31st Avenue for a portion of certain parcels located on S. 31st Avenue (Building C) (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, Parcel 028N-07-081.00, PPIN 26494, respectively, Ward 3).
Basis for Approval:	1. That special conditions and circumstances (do / do not) exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Retail Tenant Requirements (ie. Kitchen Locations, back of house/storage locations) require

us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

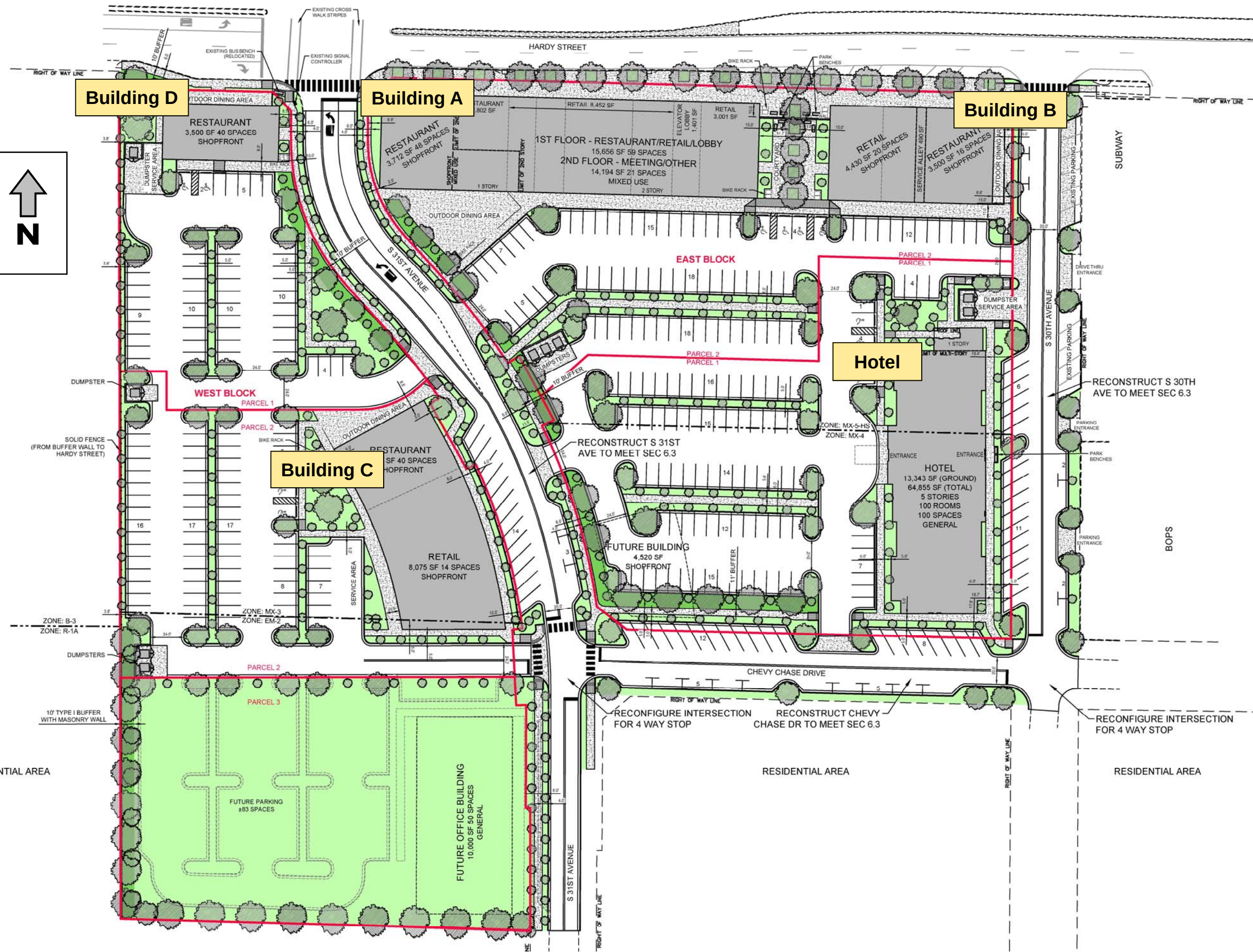
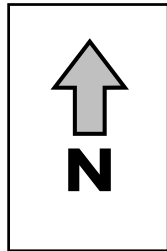
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- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

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HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel", followed by a long, horizontal, wavy line that extends to the right.

Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-3012

File ID: 2016-3012

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/07/2016

Brief Title: 3102 Hardy Street and along S. 31st Avenue
(Building D) - Variance (FBC) Section 3.4 4.
Transparency (A)

Final Action: 10/18/2016

Minute Book Number:

Title:

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% on Hardy Street and 42% on S. 31st Avenue for a variance of 28% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3).
The Planning Commission recommended to APPROVE on October 5, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: October PC Minutes, Image Sheet - Midtown Building D - Item K (FBC Variance), Staff Summary - Midtown- 3000 Hardy Street - Building D - Item K, Applicant Summary - Variance - Retail-Transparency A-Building D, Midtown Tatum Approved Site Plan, Joel Ingram - District at Midtown Tatum development - Letter of Support

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Ginger Maddox

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% on Hardy Street and 42% on S. 31st Avenue for a variance of 28% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3). The Planning Commission recommended to APPROVE on October 5, 2016.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3012

Title

APPROVE or DENY the petition filed by Rob O. Tatum, Jr, Owner to request a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 32% on Hardy Street and 42% on S. 31st Avenue for a variance of 28% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3).

The Planning Commission recommended to APPROVE on October 5, 2016.

Summary

3102 Hardy Street and along S. 31st Avenue (Building D) - Variance (FBC) Section 3.4 4. Transparency (A)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES REVIEW

There came the matter of the September 7, 2016 Minutes. A request was made by Chairman White for a motion to approve the September 7, 2016 minutes. A motion was made by Commissioner Conville to approve the minutes and seconded by Commissioner McMurtrey.

Commissioners voting aye: Dick Conville
Judy Corts
Amy Hinton
Peggy Horton, Secretary
Linda McMurtrey, Vice-Chairman
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report. Steve Mitchell, Building Official, provided a report to the commission of monthly and YTD Permit information for September, 2016.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. Ms. Maddox reported that the public hearing was held at the September 19, 2016, City Council meeting regarding Mr. Beasley’s Appeal of Mr. Busby’s application for a Use Permit Upon Review for a Digital Billboard for 4041 Old Hwy 11. At the public hearing the Planning Division presented updated information that indicated the distance requirements was in fact not met by Mr. Busby’s application. The City Council remanded the application back to the Planning Commission. Mr. Busby’s Use Permit Upon Review application for a Digital Billboard and Variance for 4401 Hardy Street and were also remanded back to the Planning Commission to include the review of a potentially subdivided lot.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:22 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Taken from the table), by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to consider and adopt the proposed 2016 Land Development Code of the City of Hattiesburg, Mississippi based on the following:

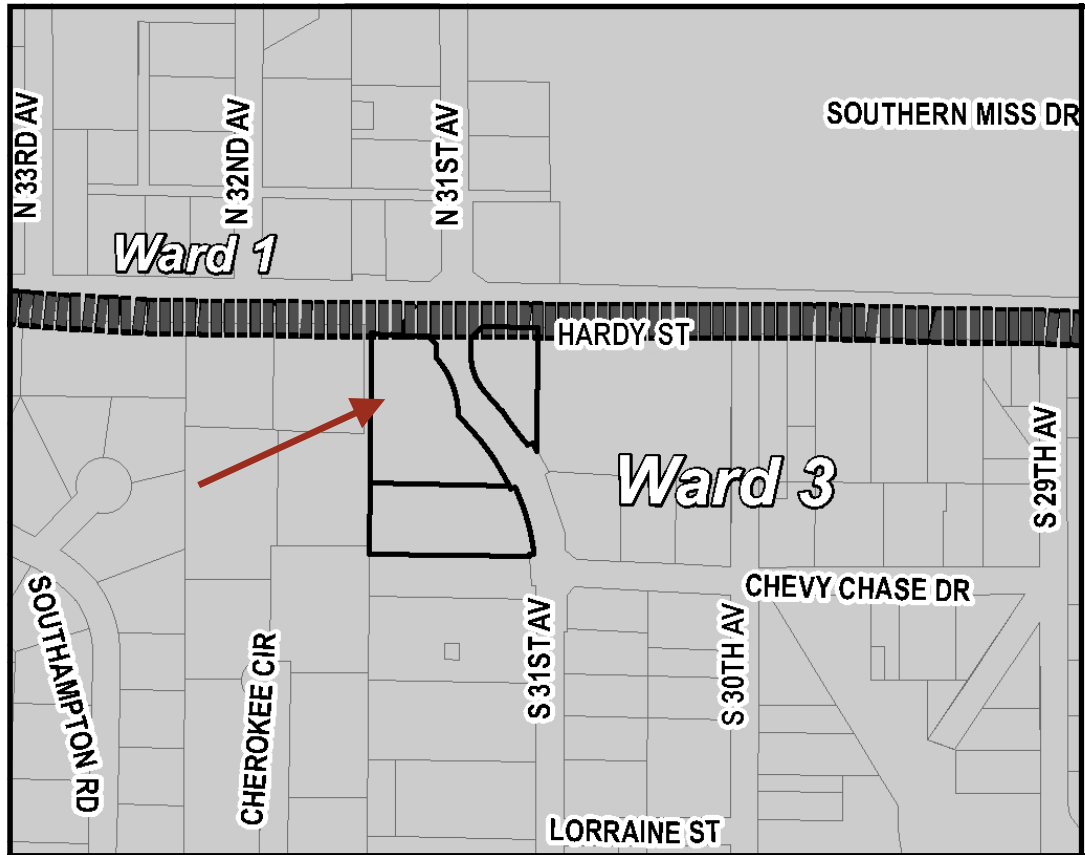
“To Implement the Vision, Goals and Strategies of the 2008-2028 Comprehensive Plan.”

SUBJECT PARCEL:
3102 Hardy Street and along S.31st Avenue (Building D)
Robert O. Tatum, Jr, Owner.

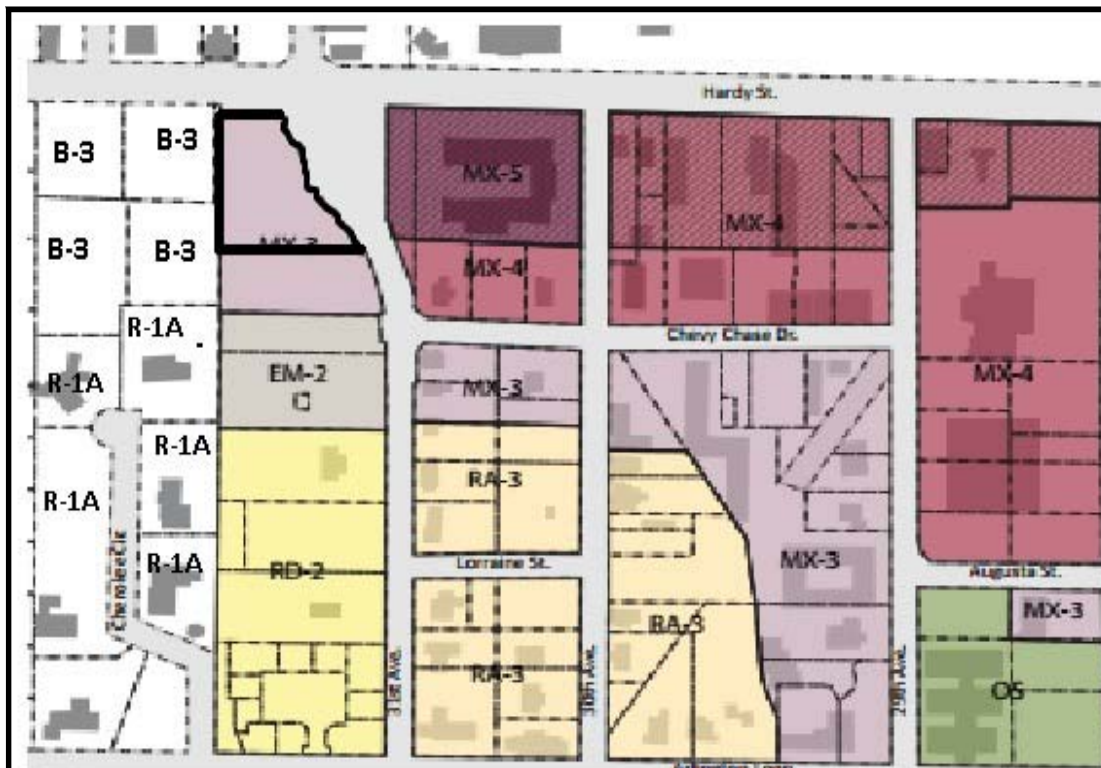
The applicant requests a variance from Article 3, Section 3.4.2 (F) which states a Build to Zone on a primary street shall meet 70% minimum overall lot width and instead allow 17% lot width for a variance of 53% lot width for certain property located on a portion of 3102 Hardy St and along S. 31st Avenue (Parcel 028N-07-079.00, PPIN 26492, & Parcel 028N-07-080.00, PPIN 26493, respectively, Ward 3, and a variance from Article 5, Section 5.1.G.3 (a) which states landscaped interior islands must be provided every ten (10) parking spaces for a total of five (5) and instead allow one (1) landscaped interior island for a variance of three (3) landscaped interior islands.



Vicinity Map—Ward 3



Zoning—MX-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-2
(Neighborhood Business) District/
Commercial



Southern Direction: EM-2
(Employment 2-Story)/ Undeveloped



Eastern Direction: MX-5 (Mixed Use
5-Story)/Undeveloped



Western Direction: B-3 (Community
Business) District/ Undeveloped,
and R-1A (Single-Family
Residential)/ Developed



Building D

S. 31st Avenue Façade

18% Variance—Transparency

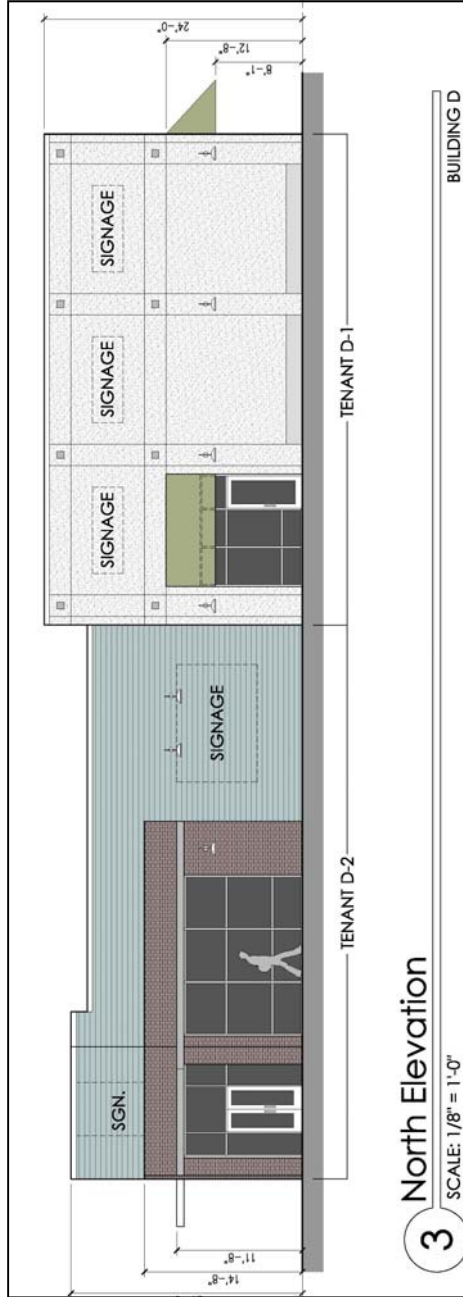


2 East Elevation

SCALE: 1/8" = 1'-0"

BUILDING D

Building D
Hardy Street Façade
34% Variance—Transparency



3 North Elevation

SCALE: 1/8" = 1'-0"

BUILDING D

Transparency Schedule

BUILDING NAME	BUILDING TYPE(S)	DISTRICT(S)	STREET FRONTAGE	STORY (FLOOR)	FACADE AREA (SF)		TRANSPARENCY %	
					OVERALL AREA	TRANS. WINDOWS / DOORS	ACTUAL	REQUIRED (MIN.)
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	3,282	742	23	60
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	HARDY STREET	SECOND FLOOR	3,177	603	19	20
BUILDING A	MIXED USE	MX-5, HARDY ST OVERLAY	S. 31ST AVE	GROUND FLOOR	840	287	34	60
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	HARDY STREET	GROUND FLOOR	1,456	549	38	60
BUILDING B	SHOPFRONT	MX-5, HARDY ST OVERLAY	S. 30TH AVE	GROUND FLOOR	840	473	56.3	60
BUILDING C	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	2,176	418	19	60
BUILDING D	SHOPFRONT	MX-3	HARDY STREET	GROUND FLOOR	1,169	248	21	60
BUILDING D	SHOPFRONT	MX-3	S. 31ST AVE	GROUND FLOOR	774	273	35	60



**Planning Commission
Case Fact Sheet**

Property Owner: Robert O. Tatum, Jr

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
3102 Hardy Street	028N-07-079.00	26492	3

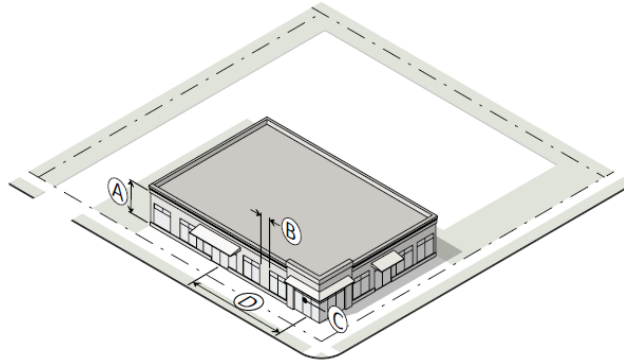
Requests: **Variance from the Midtown Form-Based Code - Ground Story Transparency requirement for Building D**

Purpose of Request: To consider an application to request a **variance from Article 3, Section 3.4 4. Transparency (A)** which states the minimum Ground story transparency is 60% and instead allow a transparency of 26% on Hardy Street and 42% on S. 31st Avenue for a variance of 34% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:
SECTION 3.4 **Sec. 3.4. Shopfront Building 4. Activation**
Transparency (A) Ground story (min) 60%

4. Activation



Transparency

Ⓐ Ground story (min)

60%

SECTION 3.17

Rules for All Building Types

L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.
2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.
3. Transparency applies to primary and side streetfacing facades only.



Present Zoning:	This parcel is zoned MX-3 (Mixed Use) 3-Story.
Present Use:	Parking lot and undeveloped
Surrounding Zoning and Land Use:	North: B-2 (Neighborhood Business) District / Bank South: EM-2 (Employment) 2 story / Undeveloped East: MX-4 (Mixed Use) 4-story, MX-5 (Mixed Use) 5-story, & HS (Hardy Street Overlay)/ Undeveloped West: B-3 (Community Business) District, R-1A (Single Family Residential) District / Undeveloped, Residential
Most Nearly Bounded By (streets):	This parcel is accessible from the North by Hardy Street and from the East by S. 31 st Avenue. It is bounded to the South by Arlington Loop and to the West by Southampton Road.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case, as of September 28, 2016.
History / Background:	The façade review for the development by the Midtown Development Review Committee began on September 9, 2016. The MDRC requested some changes to the facades of the overall project to minimize the variances requested. The MDRC, including appointed Midtown Steering Committee members, has expressed their support of the entire development as presented, including the requested variances. The design of Building A street-facing façade faces the public realm and does encourage interaction and engagement with the street/pedestrian corridor of Hardy Street.

Variance Option:

Recommend **approval** or **denial** of the request for a variance from Article 3, Section 3.4 4. Transparency (A) which states the minimum Ground story transparency is 60% and instead allow a transparency of 26% on Hardy Street and 42% on S. 31st Avenue for a variance of 34% for the Ground story Transparency requirement on Hardy Street and a variance of 18% for the Ground story Transparency requirement on S. 31st Avenue for certain property located on a portion of 3102 Hardy Street and along S. 31st Avenue (Building D) (Parcel 028N-07-079.00, PPIN 26492, Ward 3).

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Retail Tenant Requirements (ie. Kitchen Locations, back of house/storage locations) require

us to design the buildings as planned.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

We cannot meet the Transparency Requirements and meet the needs of tenants and the University.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

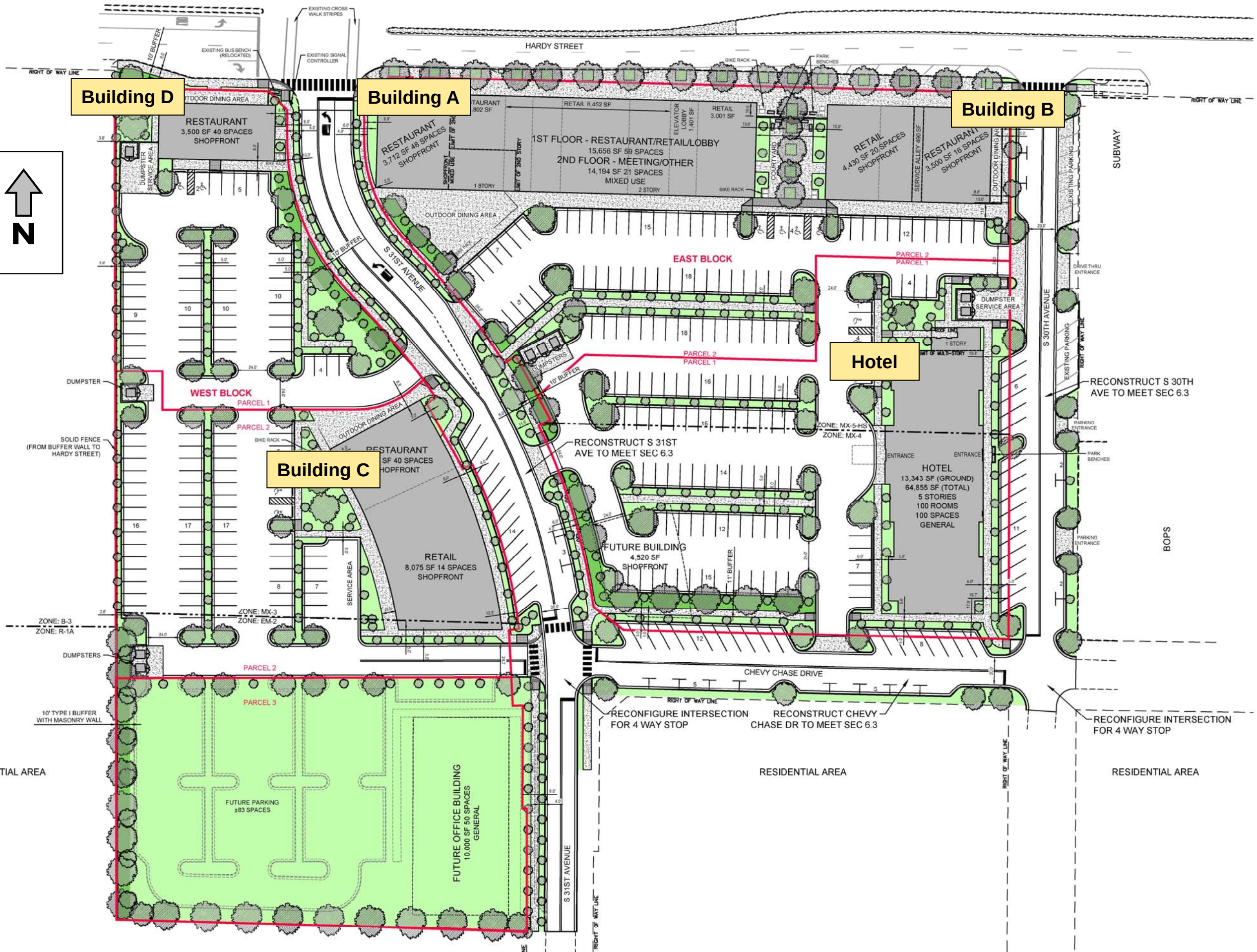
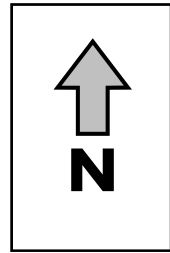
Literal interpretation would expose back-of-house / storage / kitchen areas which would have a negative impact on the overall aesthetics of the property.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

These special conditions / circumstances do not result from actions of the applicant but from the location of the property on Hardy Street and the unusual shape of the property requiring the unique layout.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting the variances requested will not confer special privileges because the shape and resulting required layout as a result of the parcel shape are unique to our site such as the curvature of 31st.





September 27, 2016

Hattiesburg Planning Commission
All Staff and Committee Members
c/o Pattie Brantley, AICP, Director
Department of Urban Development

RE: HPC Agenda – October 5, 2016

Dear Staff and Committee Members:

I regret that I'm unable to be present at the meeting today and I thank you for considering my written remarks concerning Midtown.

As a member of Midtown Developers, LLC and as a longtime stakeholder in Midtown, I offer the following remarks pertaining to Agenda item II. Public Hearing, Paragraph 2. (Petitions) E, F, G, H, I, J, K, and L:

I support the Petitioner's requests for variances for many reasons and hereby ask that this Commission approve and grant the variances requested.

The successful development of *The District at Midtown* as proposed by the Petitioner is good for Midtown and good for Hattiesburg! The opportunity for Hattiesburg, and certainly for Midtown, could not be greater. Considering the premium brands proposed, both regional and local, there must be robust support and optimism for this project from all corners of our community.

I have been deeply involved with Midtown for many years now as a property owner and as a member of the Midtown Steering Committee. I can state with certainty that *The District* is precisely the kind of development envisioned by the stakeholders of Midtown. From the Charrette process through the creation of the Masterplan and the adoption of the Form Based Code, this has been the goal and the vision for Midtown.

The Masterplan and Code were and are designed to accommodate and facilitate the healthy and tasteful development and growth of Midtown. They certainly were not designed to hinder or complicate positive development. While some design aspects of



HPC – Public Meeting Agenda
Page 2

The District do not fully match the rule of our Form Based Code, most elements do conform and there can be no doubt that the overarching vision and purpose of the Masterplan and Code are met by the proposal. For strict application of the Code to impede what should be an enthusiastic and overwhelming approval in support of this project would be a most unfortunate case of “The tail wagging the dog”.

This project has been tailor-made to meet the specifications and requirements of RFP 15-02 as submitted by USM and the State of Mississippi. Considering past proposals for this site which did not find success, not to mention the tremendous commitments of planning, design, tenant recruitment and finance as demonstrated by Petitioner, there must be full support for this project.

This is a crucial juncture for Midtown. Now is the time to embrace this development for the significant and positive impact it will certainly have on Midtown and the Hattiesburg community.

Sincerely,

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Joel Ingram
HUB Development, LLC

Cc: Robert O. Tatum, Jr.
David Oliver
Larry A. Albert, AIA



City of Hattiesburg, MS

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

Master

File Number: 2016-2902

File ID: 2016-2902

Type: Regular Agenda Item

Status: Tabled

Version: 2

Reference:

In Control: City Council

File Created: 08/29/2016

Brief Title: C-Spire Wireless Proposal for City of Hattiesburg

Final Action: 10/18/2016

Minute Book Number:

Title:

Take from the Table and Authorize Mayor to Approve and Accept Wireless Proposal from C-Spire for cellular service for the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Wireless RFP, MS ITS Technology Memo, AT&T Proposal, CSpire Proposal, 2016 wireless RFP Evaluation

Enactment Number:

Contact:

Meeting Date: 09/06/2016

Drafter: Janet Beech

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/04/2016	Table				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to TABLE to Authorize Mayor to Approve and Accept Wireless Proposal from C-Spire for cellular service for the City of Hattiesburg.							
Following discussion, the Motion to TABLE 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							
2	City Council	10/18/2016	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Take from the Table and Deny Wireless Proposal from C-Spire, and instead approve and accept Wireless Proposal from AT&T for cellular service for the City of Hattiesburg.

Council Vice President Dryden thanked C-Spire; she stated that the Council decided that it needs to accept the AT & T proposal after meeting with attorneys [the previous day] regarding the RFP and the process the City must follow in [seeking a wireless provider through state contract].

Council President Carroll and Council member Delgado each stated that AT&T submitted the lowest bid.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-2902

Title

Take from the Table and Authorize Mayor to Approve and Accept Wireless Proposal from C-Spire for cellular service for the City of Hattiesburg.

Summary

RFP: City of Hattiesburg Wireless/Mobile Phone Services

DUE DATE: Thursday, July 14, 2016 @ 5:00 pm – (CST)

Wireless Bid Requirements (Note any requirements that you are unable to meet.)

- **Vendor Technical Requirements*:**
 1. A GSM (Global System for Mobiles) provider that can offer simultaneous voice and data over their wireless network across all devices.
 2. A provider that can offer Voice Over Wi-Fi, which extends the voice coverage into areas that have Wi-Fi
 3. A provider that can offer Voice Over LTE and HD Voice
 4. The freedom of No Early Termination Fees
 5. A provider that can offer unlimited data through tethering for smartphones on the State of Mississippi unlimited smartphone data plan.

- **Wireless Service Plan and Equipment Requirements*:**
 6. 115 - Smartphone Plans with Unlimited Talk, Text, and Data with unlimited tethering.
 7. 115 - iPhone 6 16gb devices

** Proposals not meeting the requirements above may be determined to be nonresponsive, non-responsive proposals will receive no further consideration.*

Please email me your response by 5:00 pm (CST), Thursday, July 14, 2016.

Janet Beech
Purchasing Manager, City of Hattiesburg
601-545-4510
jbeech@hattiesburgms.com

Memorandum

To: State and Local Government Entities in Mississippi
From: Craig P. Orgeron, Ph.D.
Date: June 30, 2016
Re: Instructions for Use for Statewide Master Cellular Voice and Data Services and Equipment Contract (RFP No. 3820)

1. Introduction

- 1.1 In December 2015, ITS issued RFP No. 3820 for Statewide Cellular Voice and Data Services and Equipment meeting the requirements of Miss. Code Ann. § 25-53-191(4). This code requires that a list of approved vendors for the procurement of wireless communication devices and the delivery of wireless communication device services be developed by ITS.
- 1.2 State agencies and public universities purchasing cellular devices and services must use this award, following this Instructions for Use Memorandum. Miss. Code Ann. § 25-53-191(6) requires the selection of 'the lowest cost cellular...device which will carry out its intended use.'
 - 1.2.1 State agencies and public universities with coverage and/or functionality requirements that cannot be met by either awarded vendor should follow the instructions outlined in item 7. below, labeled *Exceptions to the Master Cellular Voice and Data Services and Equipment Agreement*. Based on the total cost of the purchase, Wireless Communication Commission approval may also be required.
- 1.3 Local governing authorities may choose to use this award. When doing so, they must follow this Instructions for Use Memorandum.
- 1.4 Miss. Code Ann. § 25-53-191(4) allows for the option of selecting one or multiple vendors on the basis of the lowest and best proposals. RFP No. 3820 was awarded to AT&T Mobility and to C Spire, as the lowest and best responders to the RFP. The evaluation for this award was based on functional, technical and cost components, with the 2 awarded vendors meeting or exceeding the RFP requirements and offering competitive pricing.
- 1.5 This Instructions for Use Memorandum requires users to consider the offerings of both awarded vendors and select the lower cost quote, following the details outlined in item

2. below. Users are wholly responsible for the documentation of requirements in their requests for quotes.

1.6 *Scope*

The Master Cellular Voice and Data Services and Equipment Contract provides for quick purchasing of various cellular services and equipment, using various plans and equipment. Plans include:

- Voice only
 - o Minimum Usage (flat rate plans)
 - o Pooled Usage
 - o Unlimited Usage
- Data only
 - o Limited (by the unit) Usage (e.g., 3 GB, 5 GB)
 - o Unlimited Usage
 - o Pooled/Shared Data Usage
- Voice and Data
 - o Unlimited Voice, by Unit Data
 - o Unlimited Voice, Pooled/Shared Data
 - o Pooled/Shared Voice, by Unit Data
 - o Pooled/Shared Voice, Pooled/Shared Data
 - o Pooled/Shared Voice, Unlimited Data

1.7 *Master Contract Effective Dates*

The Master Cellular Voice and Data Services and Equipment Agreement will be valid from July 1, 2016 through June 30, 2021.

1.8 *Who Must and Who May Use*

State Agencies and Public Universities procuring Cellular Voice and Data Services and Equipment are required to use this award.

Community/junior colleges and other local governing authorities (cities, counties, school districts, etc.) may use this award. When a local governing authority chooses to use this award, they must follow this Instructions for Use Memorandum.

The Master Cellular Voice and Data Services and Equipment Agreement is a multi-vendor award that meets Mississippi requirements for legal purchases, when used as outlined in this Instructions for Use Memorandum. Further, the contract meets E-Rate requirements.

1.9 *Dollar Limitations of Use*

There is no dollar limitation of use with the Master Cellular Voice and Data Services and Equipment Agreement.

1.10 *Expiration of the Previous Statewide Cellular Agreement*

The previous Master Agreement through the award from RFP No. 3489 expired June 30, 2016; therefore, it is no longer available for use. State Agencies and Public Universities have until December 31, 2016, to obtain cellular devices and services through this award. Any local governing authority that used RFP No. 3489 should now re-procure those services, following all applicable state purchasing laws. Use of this award is one option for doing so.

1.11 *Mississippi's Accountability System for Government Information and Collaboration (MAGIC)*

State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). These customers will need the contract number and NIGP codes to complete their purchasing. The NIGP codes are located in item 4 below.

1.12 *Filing of an Acceptable Use Policy with ITS*

Miss. Code Ann. § 25-53-191(5) requires that state agencies and public universities adopt and file with ITS an Acceptable Use Policy that is at least as stringent as the model policy published by ITS. State agencies and public universities may file their Acceptable Use Policy with Paula Conn at paula.conn@its.ms.gov. For questions concerning the Policy, please contact Paula Conn at (601) 432-8046 or paula.conn@its.ms.gov.

2. Use of the Agreement

2.1 Users must request quotes from both awarded vendors, separately, via e-mail, clearly stating requirements. Users must copy the following e-mail address in the request: cellular@its.ms.gov. Vendors will use 'Reply to All' so that the cellular@its.ms.gov e-mail box receives a copy of the quote.

2.1.1 Requests for quotes from AT&T Mobility should be sent to: Rob.McClure@att.com.

2.1.2 Requests for quotes from C Spire should be sent to: msgov@cspire.com.

2.1.3 Users must not share a vendor's quote with any other vendor until after a selection is made.

2.1.4 While it is permissible to meet with the awarded vendors, the final quotes must be sent to cellular@its.ms.gov. ITS will periodically audit quotes to ensure appropriate use of the Agreement and to assist users in obtaining the most appropriate plans.

2.1.5 Users must select the lower quote, assuming both quotes meet the requirements outlined in the request for quotes. To calculate the total cost of the quote, the user must fully document assumptions about how the cellular service will be used during the term. This documentation is wholly the responsibility of the user and must be maintained as part of the purchase file, subject to periodic audit by ITS.

2.1.6 Once a selection is made, both vendors may be made aware of the selection.

- 2.2 Users must fully document requirements in the request for quotes, including details related to coverage and functionality, along with the specific business need for such requirements. Should either awarded vendor be unable to provide the required coverage or functionality, that vendor must note such in their quote. The user may eliminate from consideration the quote that does not meet the documented requirement(s).
- 2.3 Vendors may quote rates less than those in the Agreement, and the rates for the plans in that quote must be valid for the life of the contract or until the user re-quotes. Vendors cannot raise the price at a later date for that user. For example, if a user purchases 10 plans at \$5.00/plan, those plans for those devices cannot increase. The selected vendor may honor that price for additional plans/devices ordered by that user, but is not required to do so.
- 2.5 Users must validate quotes against pricing in the Agreement to ensure they are receiving the contract price or less. Pricing is attached to these instructions for use as well as being located on the ITS website at: <http://www.its.ms.gov/Services/Pages/Cellular.aspx>
- 2.6 After the initial quote from both vendors, users should not request a re-quote any sooner than two years following the date the original vendor is chosen by the user. Any requotes, or quotes for new/additional service, must follow the instructions in item 2.1 above.
- 2.7 For additional devices, if a user is adding a device to an existing plan, the user is not required to obtain a new quote. Using the example in 2.3, if the user is adding an additional device to the \$5.00/plan, it is not necessary to get a new quote. If the user is adding a new device that requires a different plan (such as unlimited voice and unlimited data), the user must obtain a quote from both vendors. Users must follow the instructions in item 2.1 above.
- 2.8 ITS recognizes that some governing authorities may wish to contract for a term shorter than 24 months, based on case law and Mississippi Attorney General's Opinions related to 'governing authorities not binding their successors in office.' Governing authorities wishing to contract for a term shorter than 24 months must include in their quote the length of the desired term. The awarded vendors are not obligated to provide quotes for less than a 24-month term in this situation.

3. Vendor Ordering Information

3.1 Contact Information

Provided in the tables below is contact information for AT&T Mobility and C Spire, including addresses for placing your order and remitting payment.

Contact Information AT&T Mobility
Mississippi Account Manager Rob McClure Cell: (601) 497-7691 Fax: (678) 319-4618 e-mail: Rob.McClure@att.com

Place Order To	Remit To	
AT&T 111 East Capitol Street Jackson, MS 39201-2108	AT&T Mobility P. O. Box 6463 Carol Stream, IL 60197-6463	
For MAGIC Customers	Contract Number	Supplier Number
	8500000381	3100022966

Contact Information C Spire		
Mississippi Account Manager Janice Fitzgerald Phone: (601) 974-7744 Cell: (601)664-8880 Fax: (601) 974-7139 e-mail: jfitzgerald@cspire.com		
Place Order To	Remit To	
C Spire Attention: Janice Fitzgerald 1018 Highland Colony Parkway Suite 520 Ridgeland, MS 39157	C Spire P. O. Box 798 Meadville, MS 39653-0798	
For MAGIC Customers	Contract Number	Supplier Number
	8500000382	3100022428

4. **NIGP Codes for MAGIC**

State agency customers will be required to use NIGP codes when purchasing through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the Master Cellular Voice and Data Services and Equipment Agreement.

NIGP Code:	Use For:
91575	Cellular Service
83935	Cellular Devices

5. **Contract**

The Master Cellular Voice and Data Services and Equipment Agreement contains all the terms and conditions associated with this award. The customer must not negotiate a separate contract or supplement. The customer may obtain a copy of this Agreement for their files at <http://www.transparency.ms.gov/default.aspx>.

- Select Contracts

- Under MAGIC Implementation – Budget Year 2015 Forward, select Contracts by Agency
- Make your query by agency (note: agencies are by agency code, not alphabetical. To scroll through the list, use the arrows in the lower right-hand corner)
- Click on the number of contracts; contract types will be listed
- Select contract type
- Select contract number listed next to company name (note: this page gives an overview)
- Select any of the attached document links to view that document/contract

6. **What Goes in Your Purchase/Audit File**

At a minimum, include:

- 6.1 A copy of the purchase order.
- 6.2 A copy of this memorandum.
- 6.3 A copy of the written quotations from the vendors.
- 6.4 Any additional project related documentation or justification.

7. **Exceptions to the Master Cellular Voice and Data Services and Equipment Agreement**

- 7.1 ITS acknowledges that an occasional exception to the Agreement may be required, where neither awarded vendor can provide the service. Exceptions are granted for coverage and/or functionality. Should a State Agency or Public University require an exception, the State Agency or Public University will submit to ITS a *Request Exception to the Master Cellular Agreement* form located at:
<http://www.its.ms.gov/Services/Pages/Cellular.aspx>
- 7.2 Based on the total cost of the purchase, Wireless Communication Commission approval may also be required. Refer to the following URL for more information:
<http://www.its.ms.gov/Services/Pages/Wireless.aspx>
- 7.3 Coverage
 - 7.3.1 An exception for coverage will be considered for a user in a particular area that does not have usable signal from either of the awarded vendors. An exception will not be granted for a user who travels across the State and occasionally crosses into an area where signal strength is weak.
 - 7.3.2 Submit the completed and signed *Request Exception to the Master Cellular Agreement* form, along with vendor quote(s) to ITS at cellular@its.ms.gov.
 - 7.3.3 The awarded vendors will be contacted for concurrence.
 - 7.3.4 With concurrence, ITS will authorize the State Agency or Public University to proceed using the quotes from the vendors that can provide the necessary

coverage. Authorization will be documented in a CP-1 from ITS, in an e-mail copying both awarded vendors.

- 7.3.5 With concurrence and when the quote(s) for service are above \$50,000, ITS will conduct a competitive procurement to obtain the cellular service for the user.

7.4 Functionality

- 7.4.1 An exception for functionality will be considered for a user with a documented business need that neither of the awarded vendors can provide.
- 7.4.2 Submit the completed and signed *Request Exception to the Master Cellular Agreement* form, along with vendor quote(s) to ITS at cellular@its.ms.gov.
- 7.4.3 The awarded vendors will be contacted for concurrence.
- 7.4.4 With concurrence, ITS will authorize the State Agency or Public University to proceed using the quotes from the vendors that can provide the necessary functionality. ITS authorization will be documented in a CP-1 from ITS, in an e-mail copying both awarded vendors.
- 7.4.5 With concurrence and when the quote(s) for service are above \$50,000, ITS will conduct a competitive procurement to obtain the cellular service for the user.

8. **To Report Problems or Request Assistance**

- 8.1 If you have any feedback that may help us to improve this process, or if you have any problems with your cellular order, please let ITS know. We suggest you notify the vendor of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:
 - 7.1.1 E-mail: cellular@its.ms.gov
 - 7.1.2 FAX: (601) 713-6380
 - 7.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211
- 8.2 If you have questions about using the Master Cellular Voice and Data Service and Equipment Agreement, please contact Paula Conn at (601) 432-8046 or paula.conn@its.ms.gov, or the Procurement Help Desk at (601) 432-8166 or isshelp@its.ms.gov.
- 8.3 ITS is also available to host a “mini-class” on how to use our Master Cellular Voice and Data Service and Equipment Agreement at a customer’s request. Please contact Paula Conn if interested.

Copies of this document are available on the Internet at:

<http://www.its.ms.gov/Services/Pages/Cellular.aspx>

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

Cellular Voice - Flat Rate Plan

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Voice - Flat Rate Feature Phone Unlimited nationwide text	\$.08	\$2.00	n/a	n/a	n/a

Cellular Voice - Unlimited Feature phone

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
Government Unlimited Voice for a Feature phone - Unlimited nationwide calling, Unlimited nationwide text	n/a	\$27.99	n/a	n/a	n/a

Cellular Voice, Text & Data Plans- Unlimited Voice with Data

DESCRIPTION	MONTHLY CHARGE	OVERAGE PER MINUTE
Government Unlimited Voice, Text & Unlimited Data	\$49.99	n/a
Government Unlimited Voice, Text & Data with Unlimited Data Tethering	\$59.99	n/a
Government Unlimited Voice & Text plus 3GB Data	\$45.99	n/a
Government Unlimited Voice & Text plus 5GB Data	\$47.99	n/a

Cellular Voice - Pooled

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Pool Add A Line 1:1 Ratio	n/a	\$9.99	n/a	n/a	\$0.25/min
MS Government Pool 100 - 100 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited AT&T Mobile to AT&T Mobile, Unlimited nationwide text	n/a	\$12.99	n/a	n/a	\$0.25/min
MS Government Pool 200 - 200 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited AT&T Mobile to AT&T Mobile, Unlimited nationwide text	n/a	\$15.99	n/a	n/a	\$0.25/min
MS Government Pool 400 - 400 Pooled Voice Minutes Includes Unlimited Minutes of Free Nights & Weekends (7pm – 7am), Unlimited AT&T Mobile to AT&T Mobile, Unlimited nationwide text	n/a	\$21.99	n/a	n/a	\$0.25/min

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Pool 1,000 - 1,000 Pooled Voice Minutes Includes Unlimited Minutes of Free Nights & Weekends (7pm – 7am), Unlimited AT&T Mobile to AT&T Mobile, Unlimited nationwide text	n/a	\$31.99	n/a	n/a	\$0.25/min

Integrated Smartphone Bundles – Voice Pool with 3 GB Data

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Pool Add A Line/3GB – 1:1 Ratio Unlimited nationwide text and 3GB of data	n/a	\$27.99	n/a	n/a	\$0.25/min \$10/GB
MS Government Pool 100/3GB - 100 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 3GB of data	n/a	\$30.99	n/a	n/a	\$0.25/min \$10/GB
MS Government Pool 200/3GB - 200 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 3GB of data	n/a	\$33.99	n/a	n/a	\$0.25/min \$10/GB
MS Government Pool 400/3GB - 400 Pooled Voice Minutes Includes Unlimited Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 3GB of data	n/a	\$39.99	n/a	n/a	\$0.25/min \$10/GB

Integrated Smartphone Bundles – Voice Pool with 5 GB Data

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Pool Add A Line/5GB – 1:1 Ratio Unlimited nationwide text and 5GB of data	n/a	\$29.99	n/a	n/a	\$0.25/min \$10/GB
MS Government Pool 100/5GB - 100 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 5GB of data	n/a	\$32.99	n/a	n/a	\$0.25/min \$10/GB
MS Government Pool 200/5GB - 200 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of	n/a	\$35.99	n/a	n/a	\$0.25/min \$10/GB

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 5GB of data					
MS Government Pool 400/5GB - 400 Pooled Voice Minutes Includes Unlimited Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and 5GB of data	n/a	\$41.99	n/a	n/a	\$0.25/min \$10/GB

Integrated Smartphone Bundles – Voice Pool with Unlimited Data

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government Pool Add A Line/Unlimited – 1:1 Ratio Unlimited nationwide text and data	n/a	\$35.99	n/a	n/a	\$0.25/min
MS Government Pool 100/Unlimited - 100 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and data	n/a	\$38.00	n/a	n/a	\$0.25/min
MS Government Pool 200/Unlimited - 200 Pooled Voice Minutes Includes 5,000 Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and data	n/a	\$40.00	n/a	n/a	\$0.25/min
MS Government Pool 400/Unlimited - 400 Pooled Voice Minutes Includes Unlimited Minutes of Free Nights & Weekends (7pm – 7am), Unlimited Minutes of AT&T Mobile to AT&T Mobile, Unlimited nationwide text and data	n/a	\$44.00	n/a	n/a	\$0.25/min
4GB Tethering Add-on Optional Feature	n/a	\$9	n/a	n/a	
5GB Tethering Add-on Optional Feature	n/a	\$10	n/a	n/a	

Data Options (Tablet, Laptop, Mi-Fi)

DESCRIPTION	MONTHLY CHARGE	OVERAGE PER GB
Government Unlimited Data - Unlimited domestic data, Unlimited nationwide text	\$37.99	n/a
Government Unlimited Data - Unlimited domestic data; AT&T MAY throttle data after 22GB of data in a billing cycle, in network congested areas, Unlimited nationwide text	\$33.99	n/a
2 GB Pooled Data Plan - for tablets, laptop cards, MiFi	\$20.00	\$10/GB
5 GB Pooled Data Plan – for tablets, laptop cards, MiFi	\$33.00	\$10/GB

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

Unlimited Voice, Text & Shared Data – AT&T Mobile Share (< 5 GB Plans)

DESCRIPTION – Unlimited Voice & Text - Monthly Charge per device added to a plan listed below: Smartphone up to 5GB plan-\$40.00 Feature phone up to 5GB plan-\$20.00 Laptop/MiFi-\$20.00; Tablet-\$10.00	Devices Allowed Per Plan	MONTHLY CHARGE	OVERAGE
Mobile Share 300MB	10	\$15.00	\$20/300 MB
Mobile Share 2GB	10	\$21.83	\$15/GB
Mobile Share 5GB	10	\$36.38	\$15/GB

Unlimited Voice, Text & Shared Data – AT&T Mobile Share (> 5 GB Plans)

DESCRIPTION – Unlimited Voice & Text - Monthly Charge per device added to a plan listed below: Smartphone >= then 5GB-\$35.00 Feature phone >= 5GB plan-\$15.00 Laptop/MiFi-\$20.00 Tablet-\$10.00	Devices Allowed Per Plan	MONTHLY CHARGE	OVERAGE
Mobile Share 15GB	10	\$72.75	\$15/GB
Mobile Share 20GB	10	\$101.85	\$15/GB
Mobile Share 25GB	10	\$127.31	\$15/GB
Mobile Share 30GB	25	\$163.69	\$15/GB
Mobile Share 40GB	25	\$218.25	\$15/GB
Mobile Share 50GB	25	\$272.81	\$15/GB
Mobile Share 60GB	50	\$327.38	\$15/GB
Mobile Share 80GB	50	\$436.50	\$15/GB
Mobile Share 100GB	50	\$545.63	\$15/GB
Mobile Share 150GB	100	\$818.44	\$15/GB
Mobile Share 200GB	100	\$1,091.25	\$15/GB

Shared Data Only – AT&T Mobile Share

DESCRIPTION – Monthly Charge per device added to a plan listed below: Laptop/MiFi-\$20.00; Tablet-\$10.00	Devices Allowed Per Plan	MONTHLY CHARGE	OVERAGE PER MINUTE
Mobile Share Data 4GB	10	\$22.50	\$15/GB
Mobile Share Data 6GB	10	\$29.10	\$15/GB
Mobile Share Data 10GB	10	\$43.65	\$15/GB
Mobile Share Data 15GB	10	\$65.48	\$15/GB
Mobile Share Data 20GB	10	\$80.03	\$15/GB

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

DESCRIPTION – Monthly Charge per device added to a plan listed below: Laptop/MiFi-\$20.00; Tablet-\$10.00	Devices Allowed Per Plan	MONTHLY CHARGE	OVERAGE PER MINUTE
Mobile Share Data 30GB	25	\$134.59	\$15/GB
Mobile Share Data 40GB	25	\$189.15	\$15/GB
Mobile Share Data 50GB	25	\$243.71	\$15/GB
Mobile Share Data 60GB	50	\$298.28	\$15/GB
Mobile Share Data 80GB	50	\$407.40	\$15/GB
Mobile Share Data 100GB	50	\$516.53	\$15/GB
Mobile Share Data 150GB	100	\$745.69	\$15/GB
Mobile Share Data 200GB	100	\$1,018.50	\$15/GB

Unlimited Voice, Text & Shared Data – AT&T Mobile Select

DESCRIPTION – Unlimited voice and data for smartphones and feature phones. Data below per line pools together. Choose one plan below per device. *No limit on number of shared devices per plan	MONTHLY CHARGE	OVERAGE PER GB
1GB Smartphone	\$45.00	\$10/GB
3GB Smartphone	\$50.25	\$10/GB
5GB Smartphone	\$57.75	\$10/GB
7GB Smartphone	\$65.25	\$10/GB
10GB Smartphone	\$76.50	\$10/GB
0GB Feature Phone	\$22.50	\$10/GB
0GB Data-only Device	\$5.00	\$10/GB
1GB Data Device	\$15.00	\$10/GB
3GB Data Device	\$27.75	\$10/GB
5GB Data Device	\$35.25	\$10/GB
7GB Data Device	\$42.75	\$10/GB
10GB Data Device	\$54.00	\$10/GB

Telemetry Data – Standalone or Pooled

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE	OVERAGE PER Meg
MS Government Telemetry 1 MB	\$4.00	n/a	\$0.25/Meg
MS Government Telemetry 2 MB	\$5.00	n/a	\$0.25/Meg
MS Government Telemetry 5 MB	\$7.00	n/a	\$0.25/Meg
MS Government Telemetry 10 MB	\$9.00	n/a	\$0.25/Meg

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE	OVERAGE PER Meg
MS Government Telemetry 50 MB	\$12.00	n/a	\$0.25/Meg
MS Government Telemetry 250 MB	\$18.00	n/a	\$0.25/Meg
MS Government Back-Up Plan (Standalone) – 25MB included	\$10.00	n/a	\$10/GB

Enhanced Push To Talk (ePTT)

DESCRIPTION	MONTHLY CHARGE
Enhanced Push To Talk(ePTT): Add-on for Smartphone or Feature Phone with Voice/Data	\$3.00
Enhanced Push To Talk(ePTT): ePTT-only Rate Plan on Feature Phone	\$18.99
Enhanced Push to Talk(ePTT): Rate Plan on Feature Phone with AT&T Dynamic Traffic Management-Enterprise	\$35.00
Enhanced Push to Talk(ePTT): Rate Plan on Feature Phone with AT&T Dynamic Traffic Management-Public Safety	\$45.00
Enhanced Push to Talk: Add on Feature for Flat Rate Voice Plan	\$10.00
Enhanced Push to Talk LMR Integration	Custom

Activation Credits for New Service

DESCRIPTION – Activation credits for new AT&T service	PER DEVICE
Smartphone credit	\$100.00
Feature Phone credit	\$50.00
Data-only Device credit	\$50.00

Government Fees and Surcharges for all lines of service

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
Regulatory Cost Recovery Charge (Voice and Data)	\$.99	n/a
Administrative Fee (Voice and Data)	\$.61	n/a
Federal Universal Service(USF) Fee (Domestic Voice only) (Subject to Change)	5.0906%	n/a
MS 911 Training Fee (Voice only)	\$.05	n/a
Local 911 Fee (Voice only)	\$1.00	n/a

Additional Features

DESCRIPTION	MONTHLY CHARGE
International Passport 120 MB Plan (With voice or standalone data)	\$19.50
International Passport 300 MB Plan- Silver (With voice or standalone data)	\$39.00

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

DESCRIPTION	MONTHLY CHARGE
International Passport 800 MB Plan- Gold (With voice or standalone data)	\$78.00
AT&T World Connect Value – Discounted Int’l calling from US to the World	\$5.00
Unlimited Text and Picture Messaging	\$0
Unlimited Data for Feature Phones – add-on to Voice	\$5.00
Business Messaging for Critical Message Needs	\$3.00
Directory Assistance	\$1.99
Basic Static IP (I2Gold) – limit of 30 per agency	\$3.00
International Long Distance: Block	\$0
International Roaming: Block	\$0
Purchase Blocker	\$0
Text Block	\$0
Data Block	\$0
Penny Suspend	\$.01

Additional Services/Products:

DESCRIPTION	MONTHLY CHARGE	Per Minute Charge
Dynamic Traffic Management – Enterprise	\$10.00	\$0
Dynamic Traffic Management – Public Safety	\$15.00	\$0
Wireless Priority Service	\$0	\$.75
Emergency Phone Bank: Vendor will provide 100 cellular devices for use by Customers during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies.)	\$.01 per month, per inactivated phone	Upon activation of cell phone normal contractual charges apply

Equipment: Feature phone (All devices include a 1-year warranty)

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	NET PRICE	Mobile Insurance Tier
LG	A380	A380	Yes	\$49.99	\$0	Tier 1
Samsung	Rugby 4	Rugby 4	Yes	\$49.99	\$0	Tier 1
Sonim	XP5	XP5	Yes	\$49.99	\$0	Tier 1
Kyocera	DuraXE	DuraXE	Yes	\$49.99	\$0	Tier 1

Equipment: Smart phone (All devices include a 1-year warranty)

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	NET PRICE	Mobile Insurance Tier
Apple	iPhone 6	16 GB iPhone	Yes	\$99.99	\$0	Tier 3

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	NET PRICE	Mobile Insurance Tier
Apple	iPhone 6S	16 GB iPhone	Yes	\$199.99	\$99.99	Tier 3
Apple	iPhone 6s	64 GB iPhone	Yes	\$299.99	\$299.99	Tier 3
Apple	iPhone 6S	128 GB iPhone	Yes	\$399.99	\$399.99	Tier 3
Apple	iPhone 6s Plus	16 GB iPhone	Yes	\$299.99	\$299.99	Tier 3
Apple	iPhone 6s Plus	64 GB iPhone	Yes	\$399.99	\$399.99	Tier 3
Apple	iPhone 6s Plus	128 GB iPhone	Yes	\$499.99	\$499.99	Tier 3
Blackberry	Classic	Blackberry Classic	Yes	\$49.99	\$0	Tier 2
Blackberry	Priv	Blackberry Priv	Yes	\$249.99	\$199.99	Tier 3
LG	G Flex 2	LG G Flex 2	Yes	\$99.99	\$0	Tier 2
LG	V10(H900)	LG V10	Yes	\$249.99	\$149.99	Tier 3
Samsung	Galaxy S6	32 GB S6	Yes	\$129.99	\$0	Tier 3
Samsung	Galaxy S6 Active	32GB S6 Active	Yes	\$129.99	\$0	Tier 3
Samsung	Galaxy S6	64 GB S6	Yes	\$229.99	\$129.99	Tier 3
Samsung	Galaxy S6 Edge	16 GB S5	Yes	\$129.99	\$0	Tier 3
Samsung	Galaxy S6 Edge	32 GB S5	Yes	\$299.99	\$199.99	Tier 3
Samsung	Galaxy S6 Edge	64 GB S5	Yes	\$399.99	\$299.99	Tier 3
Sonim	XP6	XP6	Yes	\$149.99	\$49.99	Tier 2
Sonim	Duraforce	Duraforce	Yes	\$49.99	\$0	Tier 2
Kyocera	Duraforce XD	Duraforce XD	Yes	\$79.99	\$0	Tier 2

Equipment: Tablet (All devices include a 1-year warranty)

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	NET PRICE	Mobile Insurance Tier
Apple	iPad Air	16 GB iPad Air	Yes	\$429.99	\$329.99	Tier 3
Apple	iPad Air	32 GB iPad Air	Yes	\$479.99	\$379.99	Tier 3
Apple	iPad Air 2	16 GB iPad Air 2	Yes	\$529.99	\$429.99	Tier 3
Apple	iPad Air 2	64 GB iPad Air 2	Yes	\$629.99	\$529.99	Tier 3
Apple	iPad Air 2	128 GB iPad Air 2	Yes	\$729.99	\$629.99	Tier 3
Samsung	Galaxy Tab 4	16 GB Tab 4 8.0	Yes	\$199.99	\$149.99	Tier 1
Samsung	Galaxy Tab S2	32 GB Tab S2	Yes	\$499.99	\$449.99	Tier 3
Samsung	Galaxy View	Galaxy View	Yes	\$499.99	\$499.99	Tier 3

Equipment: Hot spot/Mi-Fi (All devices include a 1-year warranty)

AT&T MOBILITY CELLULAR VOICE AND DATA PRICING

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	NET PRICE	Mobile Insurance Tier
Netgear	AT&T Unite Pro	Mobile Wi-Fi Hostpot	Yes	\$49.99	\$0	Tier 1
Netgear	AT&T Beam	USB Connect	Yes	\$49.99	\$0	Tier 1

Equipment: Other (Routers, etc.) (All devices include a 1-year warranty)

MANUFACTURER	NAME/ MODEL	DESCRIPTION	INTER- NATIONAL	LIST PRICE	DISC	NET PRICE
Cradlepoint	COR IBR1100LPE	Cradlepoint Wireless Modem/Router	n/a	\$879.99	Available with quantity	\$879.99
Sierra Wireless	AirLink GX450	Sierra Wireless Modem/Router	n/a	\$685.00	Available with quantity	\$685.00

Phone Insurance:

DESCRIPTION	MONTHLY or ONE-TIME CHARGE	DEDUCTIBLE
AT&T Mobile Insurance – Tier 1	\$7.99 per month	\$50
AT&T Mobile Insurance – Tier 2	\$7.99 per month	\$125
AT&T Mobile Insurance – Tier 3	\$7.99 per month	\$199
Apple Care + for iPhone 6 and below	\$99.00 one-time	\$79 per event (2)
Apple Care + for iPhone 6s and above	\$129.00 one-time	\$99 per event (2)
Apple Care + for iPad	\$99.00 one-time	\$49 per event (2)

AT&T Enterprise Mobility Management Solutions:

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
MobileIron VSP Silver Bundle MRC License (per device)	\$3.40 per month	\$0
MobileIron VSP Silver Bundle MRC License (per user)	\$5.10 per month	\$0
MobileIron VSP Premium Bundle MRC License (per device)	\$4.25 per month	\$0
MobileIron EMM Silver Perpetual License		\$63.75 one-time
MobileIron EMM Silver Maintenance		\$17.25 per year
MobileIron EMM Perpetual License Bundle		\$84.15 one-time

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
MobileIron EMM Perpetual License Bundle Maintenance		\$23.00 per year
Good Mobility Suite User License with Premium Support		\$108.00
Good Enterprise Suite User License with Premium Support		\$45.00
Good Management Suite User License with Premium Support		\$27.00
AT&T Work Voice	\$12.00 per month	
AT&T Work Data, 1GB (For AT&T customer)	\$15.00 per month	
IBM MobileFirst Protect Management Suite with 9x5 ASD (per device)	\$2.55 per month	
IBM MobileFirst Protect Management Suite with 9x5 ASD (per user)	\$6.38 per month	
AirWatch On-Premises MDM		
AirWatch Green Management Suite, Device License	\$2.76 per month	
AirWatch Green Management Suite, Perpetual Device-Based License		\$42.50 one-time
AirWatch Green Management Suite, Annual Maintenance		\$10.00 per year
AirWatch Green Management Suite, Perpetual User-Based License		\$85.00 one-time
AirWatch Green Management Suite, Annual Maintenance		\$20.00 per year
AirWatch Orange Management Suite, Device-based License	\$3.40 per month	
AirWatch Orange Management Suite, Perpetual Device-Based License		\$59.50 one-time
AirWatch Orange Management Suite, Annual Maintenance		\$14.00 per year
AirWatch Orange Management Suite, User-Based License	\$6.80 per month	
AirWatch K12 Bundle, 1 year		\$10.20 per year
AirWatch K12 Bundle, Perpetual Device-based License		\$17.00 one -time
AirWatch K12 Bundle, Annual Maintenance		\$4.00 per year
AirWatch K12 Bundle with Teacher Tools, 1 year		\$12.75 per year

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
AirWatch K12 Bundle with Teacher Tools, Perpetual Device-based License		\$20.40 one-time
AirWatch K12 Bundle with Teacher Tools, Annual Maintenance		\$5.00 per year
AirWatch On-Premise Laptop Suite	\$2.76 per month	
AirWatch Hosted MDM		
AirWatch Green Suite + ASD(9x5) – Shared Hosting – Device-based License	\$3.61 per month	
AirWatch Green Suite + ASD(9x5) – Shared Hosting – User-based License	\$7.23 per month	
AirWatch Green Management Suite, Perpetual Device-Based License		\$42.50 one-time
AirWatch Green Management Suite, Annual Maintenance		\$10.00 per year
AirWatch Green Management Suite, Perpetual User-Based License		\$85.00 one-time
AirWatch Green Management Suite, Annual Maintenance		\$20.00 per year
Shared Hosting Fee – Perpetual – Device-based License (Add to Perpetual or Annual License Fees)	\$1.00 per month OR	\$12.00 per year
AirWatch K12 Bundle, 1 year		\$10.20 per year
AirWatch K12 Bundle, Perpetual Device-based License		\$17.00 one -time
AirWatch K12 Bundle, Annual Maintenance		\$4.00 per year
AirWatch K12 Bundle with Teacher Tools, 1 year		\$12.75 per year
AirWatch K12 Bundle with Teacher Tools, Perpetual Device-based License		\$20.40 one-time
AirWatch K12 Bundle with Teacher Tools, Annual Maintenance		\$5.00 per year

Other Mobile Applications:

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
AT&T Landline Texting - Basic	\$10.00	\$0
AT&T Landline Texting – Standard	\$25.00	\$0
AT&T Landline Texting - Premium	\$100.00	\$0
AT&T Mobile Forms Basic	\$9.95	
AT&T Mobile Forms Premium	\$19.95	

**AT&T MOBILITY
CELLULAR VOICE AND DATA PRICING**

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
AccessMyLAN from AT&T	\$9.99	
Box from AT&T	Starts at \$15	
AT&T Messaging Toolkit	Packages start at \$50	
Associate Pledge from AT&T	Starts at \$9.95	

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

VOICE, SERVICES, FEATURES, AND FEES:					
DESCRIPTION: VOICE ONLY PLANS	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government 125 Plan (Voice Only) includes: • 125 nationwide minutes • Unlimited nationwide text messaging and unlimited picture messaging (upon request) • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i>	125	\$10.00 per phone	N/A	N/A	\$0.07
MS Government 250 Minute Pooled Plan (Voice Only) includes: • 250 nationwide pooled minute per phone • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide nights and weekends (7:00 p.m. - 6:59 a.m.) • Unlimited nationwide text messaging and unlimited picture messaging (upon request) • Pools with 1000 Minute Pooled Plan and 750 Minute Pooled Plan • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i>	250 Pooled Minutes	\$15.99 per phone	N/A	N/A	\$0.07

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

MS Government 1000 Pool Plan (Voice Only) includes: • 1000 nationwide pooled minutes per phone • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide nights and weekends (7:00 p.m. - 6:59 a.m.) • Unlimited nationwide text messaging and unlimited picture messaging (upon request.) • Pools with MS Government 250 Minute Pooled Plan and 750 Minute Pooled Plan • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i>	1000 Pooled Minutes	\$24.99 per phone	N/A	N/A	\$0.07
DESCRIPTION: BUNDLED VOICE & UNLIMITED DATA PLANS; UNLIMITED VOICE; & UNLIMITED DATA ONLY PLAN	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS Government 750 Pooled Plan (Bundled Voice and Data) includes: • 750 nationwide pooled minutes • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide data usage • Unlimited nationwide nights and weekends (7:00 p.m. to 6:59 a.m.) • Unlimited nationwide text messaging • Unlimited nationwide picture messaging (upon request) • Pools with the MS Government 250 Minute Pooled Plan and the 1000 Minute Pool Plan • Tethering is not included, but can be purchased (see <i>tethering pricing</i>) <i>(Basic smartphone included with wired ear-bud and vehicle charger) (see note 1)</i>	750 Pooled Minutes	\$47.88 per phone	N/A	N/A	\$0.07

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

Government Precision Plan - Feature Phones - Includes unlimited nationwide voice - Unlimited text messaging, picture messaging 100 MB pooled data (<i>data can be blocked upon request</i>). •<i>Basic Phone included with wired ear-bud and vehicle charger (see Note 1).</i>	Unlimited	\$17.50 per phone	N/A	N/A	There is a \$15.00/GB overage for pooled data used on this rate plan.
MS Government Nationwide Unlimited (Blended Voice and Data) includes: - Unlimited nationwide voice, text messaging, and data for smart phones - Unlimited picture messaging (<i>upon request</i>) • Tethering is not included, but can be purchased (see <i>tethering pricing</i>) • <i>Basic smartphone included with wired ear-bud and vehicle charger (see Note 1).</i>	Unlimited	\$47.88 per phone	N/A	N/A	N/A
MS Government Unlimited Nationwide (Data Only) includes: - Unlimited nationwide data (official government usage) for hotspots and tablets. • Vehicle charger provided with applicable equipment models (see note 1) • <i>Basic hotspot included; tablets and Modems must be purchased</i>	Unlimited	\$33.99 per device	N/A	N/A	N/A
DESCRIPTION: GOVERNMENT PRECISION PLANS - POOLED DATA PLANS	GB AMOUNT	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
GOVERNMENT PRECISION PLANS (Unlimited Voice and Pooled Data) - This plan allows all devices (Feature Phones, Smartphones, Tablets, Data Cards/Hotspots and installed modems) on an account to share one pool of data. - Each device adds a specific plan amount of data to the pool. - There are no device limits per pool. - Data pool is built by each user and by adding additional data buckets. - One smartphone or feature phone must be activated on the Government Precision Plan in order to receive text message notifications of usage.					

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

Government Precision Plan - Feature Phones - Includes unlimited nationwide voice - Unlimited text messaging and unlimited picture messaging 100 MB pooled data (data can be blocked upon request). <i>•Basic Phone included with wired ear-bud and vehicle charger (see Note 1).</i>	100 MB	\$17.50 per phone/mo.	N/A	N/A	\$15.00
	2 GB	\$35.00 per smartphone/mo.	N/A	N/A	\$15.00
Government Precision Plan - Smartphone (tethering included) - Includes unlimited nationwide voice - Unlimited text messaging and unlimited picture messaging - Each user may choose either 2, 4, 6, or 8 GB of pooled data. - Overage @ \$15.00 Per GB <i>• (Basic smartphone included with wired ear-bud and vehicle charger)</i>	4 GB	\$42.00 per smartphone/ mo.	N/A	N/A	\$15.00
	6 GB	\$49.00 per smartphone/ mo.	N/A	N/A	\$15.00
	8 GB	\$59.50 per smartphone/mo.	N/A	N/A	\$15.00
	2 GB	\$17.50 per device/ mo.	N/A	N/A	\$15.00
Government Precision Plan - Tablet/Data Card/Hotspot/Modem (tethering included) - Each device may choose either 2,4,6, or 8 GB of pooled data <i>• Basic hot spot or data card included with vehicle charger</i> <i>• Tablet and modem requires purchase - vehicle charger included with tablet</i>	4 GB	\$24.50 per device/ mo.	N/A	N/A	\$15.00
	6 GB	\$31.50 per device/ mo.	N/A	N/A	\$15.00
	8 GB	\$42.00 per device/ mo.	N/A	N/A	\$15.00
	2 GB	\$17.50 per device/ mo.	N/A	N/A	\$15.00
Government Precision Plan Feature - (Additional Data Bucket): - Allows account to add additional pooled data as needed for higher data usage accounts. - One (1) additional data bucket allowed per account.	5 GB	\$35.00	N/A	N/A	N/A
	15 GB	\$75.00	N/A	N/A	N/A
	30 GB	\$150.00	N/A	N/A	N/A
	60 GB	\$300.00	N/A	N/A	N/A
	90 GB	\$450.00	N/A	N/A	N/A
	120 GB	\$600.00	N/A	N/A	N/A
	150 GB	\$750.00	N/A	N/A	N/A
DESCRIPTION: STAND ALONE DATA PLANS	GB AMOUNT	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

1 GB of Data • For hotspots, tablets, and installed modems • Government account rate plans may be blocked from tethering through Assist for Business (AFB). <i>If all of the data is used during a month, data service will be paused. Customer can purchase a Top Up Pass directly from the device at a cost of \$20.00 per gigabyte.</i>	1GB	\$18.99	N/A	N/A	\$20.00 per GB
3 GB of Data • For hotspots/data cards, tablets, and installed modems • Government accounts may be blocked from tethering through Assist for Business (AFB) <i>If all of the data is used during a month, data service will be paused. Customer can purchase a Top Up Pass directly from the device at a cost of \$10.00 per gigabyte.</i>	3 GB	\$28.00	N/A	N/A	\$10.00 per GB
Tethering Pass: Tethering Passes are available on the MS Government 750 Pooled Plan and MS Government Nationwide Unlimited Plan. • 1 GB for \$18.99 • A Tethering Pass expires after 1GB of data has been tethered or 30 days after purchase, whichever comes first. Additional tethering passes may be purchased at any time.	1 GB	\$18.99	N/A	N/A	N/A

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DESCRIPTION: TELEMETRY POOLED PLANS	MB AMOUNT	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
Telemetry 5 MB - Data only plan that pools data usage with Telemetry 25 MB and Telemetry 100 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	5MB per device/mo.	\$4.00	N/A	N/A	\$.0003KB
Telemetry 25 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 100 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	25MB per device/mo.	\$6.00	N/A	N/A	\$.0003KB
Telemetry 100 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 25 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy.	100MB per device/mo.	\$10.00	N/A	N/A	\$.0003KB
DESCRIPTION: FEES	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
911 Fee*	N/A	1.05 per user/mo.	N/A	N/A	N/A
Universal Service Fund (USF)*	N/A	1.778% of monthly access charges (see note 2)	N/A	N/A	N/A
Regulatory Recovery Charge*	N/A	\$0.20 per user/mo.	N/A	N/A	N/A

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Administrative Recovery Charge*	N/A	\$.92 per user/mo.	N/A	N/A	N/A
Non-warrantable Replacement Fee	N/A	N/A	N/A	\$149.00 (not to exceed)	N/A
Early Upgrade Fees (EUF) for feature phones: • 12 to 14 months - \$80.00 • 15 to 17 months - \$60.00 • 18 to 20 months - \$40.00 • 21 to 23 months - \$20.00	N/A	N/A	N/A	N/A	N/A
Early Upgrade Fees (EUF) for smartphones: • 12 to 14 months - \$190.00 • 15 to 17 months - \$170.00 • 18 to 20 months - \$90.00 • 21 to 23 months - \$40.00	N/A	N/A	N/A	N/A	N/A
Early Termination Fees (ETF) for Basic Device Contract (\$180) • Includes feature phones, data cards, hotspots, tablets • Activations and Upgrades of feature phones, data cards, hotspots, and tablets which receive the maximum equipment discount are subject to a 24-Month service agreement. • The Early Termination Fee (ETF) for Basic Device Contracts is \$180.00. A \$7.50 monthly proration will be subtracted from the total ETF of \$180.00 each month the customer fulfills their service agreement (\$7.50 X 24 mos. = \$180.00).	N/A	N/A	N/A	N/A	N/A

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Early Termination Fees (ETF) for Advanced Device Contract (\$360) • Includes Smartphones • Activations and Upgrades of smartphones are subject to a 24-Month Data service agreement and Data ETF of \$360.00. • A \$15 monthly proration will be subtracted from the total ETF each month the customer fulfills of their Data service agreement (\$15.00 x 24 mos. = \$360).	N/A	N/A	N/A	N/A	N/A
DESCRIPTIONS: INCLUDED AND OPTIONAL FEATURES	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
Directory Assistance	N/A	N/A	1.39	N/A	N/A
Voice Mail - Basic	Included in plan	Included in plan	N/A	N/A	N/A
Voice Mail - Deluxe	Included in plan	Included in plan	N/A	N/A	N/A
Visual Voicemail for Android Devices	Included in plan	Included in plan	N/A	N/A	N/A
Caller ID	Included in plan	Included in plan	N/A	N/A	N/A
Message Waiting	Included in plan	Included in plan	N/A	N/A	N/A
Three Feature Package: Call Waiting, Call Forwarding, and Conference Calling	Included in plan	Included in plan	N/A	N/A	N/A
No Answer Transfer: Allows user to transfer calls to another number after a specific number of rings. Airtime is incurred for both the incoming call and the outbound forwarded call	N/A	\$1.50	N/A	N/A	N/A

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Unlimited Nationwide Text Messaging	N/A	Included in plan	N/A	N/A	N/A
Pics: This feature includes unlimited picture messages on phones and smart phones.	N/A	Included in plan	N/A	N/A	N/A
Static IP Addresses: There are no charges to the State and Governing Authorities who make reasonable requests for Static IP addresses required in certain applications used for official government business. see note 1.	N/A	\$0.00 per device	N/A	N/A	N/A
Adult Content Filtering: Block access, upon request, to adult internet content on your mobile device, data card, or hot spot while using the C Spire network. NOTE: This feature does not work when using a Wi-Fi Network.	N/A	N/A	N/A	N/A	N/A
DESCRIPTION: SPECIAL SERVICES	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE/MESSAGE
Wireless Priority Service: An enhancement to basic wireless service that allows your National Security/Emergency Preparedness (NS/EP) calls to queue for priority service in order to complete the call. Customers must contact the NCS to apply for Wireless Priority Service (WPS). Customers should visit: https://www.dhs.gov/wireless-priority-service-wps to complete the application for WPS	\$0.75 per minute	\$0.00	N/A	\$0.00 per phone	N/A

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Emergency Phone Bank: C Spire maintains a bank of 1000 phones to be distributed in an emergency situation or natural disaster. In most cases the phones should be returned within sixty (60) days from the onset of the emergency, unless the emergency is of a magnitude that requires an extended period of time. C Spire will work with each agency to determine the return date.	N/A	N/A	N/A	N/A	N/A
DESCRIPTION: PHONE INSURANCE	MONTHLY CHARGE	DEDUCT. PER DEVICE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE/MESSAGE
Standard Phone Insurance: Available on handsets up to \$600 non-retail value. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Covers the phone or Smartphone, standard battery, and wall charger for loss, theft, or accidental damage. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone.	\$4.95 per phone	\$50.00-\$150.00 (based on device type & model)	N/A	N/A	N/A
Premium Phone Insurance: Available on handsets over \$600 non-retail value. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Covers the phone or Smartphone, standard battery and charger are covered for loss, theft, accidental damage, and mechanical and electrical failure after the manufacturer's warranty period expires. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone.	\$6.95 per device	\$199.00	N/A	N/A	N/A
CHOICE Warranty Plus (for Android devices): Extends the warranty of your qualified 4G Android™ devices. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Phone and standard battery are covered for accidental damage and mechanical and electrical failure for one additional year after the	N/A	\$50.00	N/A	\$99.00	N/A

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

manufacturer's warranty period expires. Customer must purchase the additional protection at the time the 4G Android device is purchased. NOTE: Deductible will be assessed at the time of claim and replacement phone will be shipped via second-day air.					
<u>Apple Care+</u> : for iPhone extends repair coverage and technical support to two years from the original purchase date of iPhones and adds coverage for up to two incidents of accidental damage due to handling, each subject to a \$79.00 service fee (deductible) plus applicable tax for iPhone 5S, 5C, or 4S (8GB) devices or a \$49 service fee (deductible) for iPhone 4 and 4S (16GB). AppleCare+ provides repair or replacement coverage, both parts and labor, from Apple-authorized technicians. For more information, go to http://store.apple.com/us/product/S45475LL/A	N/A	\$49.00/\$79.99 (based on device model)	N/A	\$99.00/ \$129.00 (based on device model)	N/A
DESCRIPTION: INTERNATIONAL CALLING	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
International Calling is defined as calls origination in the U. S. and terminating internationally. C Spire provides two (2) available options. <u>Option 1 - Standard International Cellular Calling</u> • All C Spire phones come pre-equipped to call Canada or Mexico over their built-in cellular connections at a rate of \$.20/min and charges are billed to your cellular account. • Access to all other countries can be enabled by calling Assist for Business (AFB) at 1.877.276.8842. • See website to view other counties and cost of international calling using Standard Cellular Calling. • Includes Free International Texting from the U. S. to 140+ international countries. Standard Cellular Calling can be blocked upon request.	N/A	N/A	Per Minute Rates Vary per Country	N/A	N/A
<u>Option 2 - International Calling App</u> • Call Internationally by downloading our C Spire International Calling App - available on iOS and Android smartphones and tablets. International calls can be	N/A	\$5.00 Minimum Purchase - No Expiration Date	Per Minute Rates Vary per Country	N/A	N/A

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

made while on the C Spire Network or a Wi-Fi network anywhere in the world. • C Spire offers two (2) ways to pay for calls using the app: 1. Pay-by-the-Minute					
2. Unlimited Calling - Sign up and get unlimited international calling to ten (10) numbers. • Includes 80+ countries, and calls placed outside those listed are charged using the Pay-by-the-Minute balance. • Lasts for 30 days from the day of purchase. • Please see the C Spire website to view other counties and cost of international calling using the International Calling App.	N/A	\$10.00/month	Per Minute Rates Vary per Country	N/A	N/A
DESCRIPTION: INTERNATIONAL TRAVEL	MINUTES INCLUDED	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER GB
International Travel calls are defined as calls originating outside the continental U. S. There are two (2) available options. Option 1 - Standard International Traveling - Many C Spire phones can be used outside of the continental U. S. • Before travelling, call Assist for Business (AFB) by dialing 1.877.276.8842 to request international roaming access, as an international SIM card is required. • There are three types of international travel calls: Canada and Mexico, Preferred Countries, and Remaining Countries. See the website to view the list of Preferred Countries and Remaining Countries and cost associated with traveling in those areas. • <i>Customers do NOT need to request access to use phones in the following locations: the Bahamas, Canada, Mexico, Puerto Rico or the U.S. Virgin Islands.</i> • Loaner phones are available upon request for customers who do not have an international capable device.	N/A	\$5.00	Per Minute Rates Vary per Country	N/A	N/A

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

Please see the C Spire website, for a complete list of all countries and prices.					
Option 2 - International Calling App - • Call Internationally by downloading the C Spire International Calling App. • The International Calling App also works while users are abroad. • Connect to any Wi-Fi signal with rates as low as \$.01/min. • Two (2) ways to pay for calls using the app. 1. Pay-by-the-Minute	N/A	\$5.00 Minimum Purchase - No Expiration Date	Per Minute Rates Vary per Country	N/A	N/A
2. Unlimited Calling - Sign up and get unlimited international calling to ten (10) numbers. • Includes 80+ countries, and calls placed outside those listed are charged using the Pay-by-the-Minute balance. • Lasts for 30 days from the day of purchase. • Please see website, to view other counties and cost of international calling using the International Calling App.	N/A	\$10.00/month	Per Minute Rates Vary per Country	N/A	N/A
C Spire Wi-Fi On App - • This free solution provides access to 20 million free Wi-Fi hotspots worldwide, helping you conserve your data allotment while you're on the road. • Save money with free access to data while on your mobile device when traveling outside the U.S. • Save plan data by increasing Wi-Fi usage • Maintain faster connections indoors or in remote coverage locations. • Maintain more stable data connections where signals aren't as strong • Optimize battery usage • Download the "C Spire Wi-Fi On" app from the Apple App store or Google Play.	N/A	\$0.00	N/A	N/A	N/A

**C SPIRE
CELLULAR VOICE AND DATA PRICING**

NOTES:

Note 1: Customers participating in this service must reside in the C Spire Network, which is defined as the state of Mississippi; Mobile and Baldwin counties in Alabama; Escambia, Santa Rosa, Okaloosa and Walton counties in Florida; and generally in the area in and surrounding Memphis/West Memphis, Arkansas and nearby western Tennessee.

Note 2: USF Fee is subject to change in accordance with the orders of the Universal Services Administration Company ("USAC") and the Federal Communications Commission ("FCC").

Note 3: Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. C Spire reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. Customer may not send solicitations to C Spire subscribers without the subscribers consent. Customer may not use the Services other than as intended by C Spire and applicable law.

Wireless Proposal for City of Hattiesburg



To:
Mayor Johnny L. DuPree, Ph.D.
Janet Beech
City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

From:
Matt Coker
AT&T Client Solutions Executive 2
111 E CAPITOL ST, SHARED
JACKSON, MS 39201
Office: 251.508.6094, Fax: 205.402.5500
Email: mc954s@att.com

Introduction

Thank you for allowing AT&T the opportunity to bid on the City of Hattiesburg wireless services. I would like to note up front that AT&T is able to meet all of your requirements listed below.

- Vendor Technical Requirements*: **(AT&T meets all of these requirements)**
 - ✓ A GSM (Global System for Mobiles) provider that can offer simultaneous voice and data over their wireless network across all devices.
 - ✓ A provider that can offer Voice Over Wi-Fi, which extends the voice coverage into areas that have Wi-Fi
 - ✓ A provider that can offer Voice Over LTE and HD Voice
 - ✓ The freedom of No Early Termination Fees
 - ✓ A provider that can offer unlimited data through tethering for smartphones on the State of Mississippi unlimited smartphone data plan.
- Wireless Service Plan and Equipment Requirements*: **(See pricing on page 4)**
 - 1) 115 - Smartphone Plans with Unlimited Talk, Text, and Data with unlimited tethering.
 - 2) 115 - iPhone 6 16gb devices

Features and Benefits

The solution gives you the following:

- **Network Performance**- In February 2016, RootMetrics rated AT&T as the Overall #1 National Wireless Provider in the State of Mississippi based on the 2nd half of 2015 network performance. RootMetrics measured Network Reliability, Network Speed, Data Performance, Call Performance, and Text Performance of all major US wireless carriers.
<http://www.rootmetrics.com/en-US/rootscore/map/state/mississippi/2015/2H>
- **Simultaneous Voice and Data**- AT&T's network is already highly evolved, giving you the power to surf the Web while talking on the phone.

Wireless Proposal for City of Hattiesburg



- **Fully Backwards Compatible Network**- GSM is the LTE standard for all carriers; AT&T's 4G, 3G, and 2G networks are all GSM based ensuring the device can seamlessly transition between networks.
- **Our Wireless Network** —is the nation's most reliable 4G LTE network—providing the nation's strongest LTE signal and covering more than 300 million people, or more than 99% of all Americans (check coverage in your area at www.wireless.att.com/coverageviewer/). You also get free access (for qualifying AT&T customers) to the nation's largest Wi-Fi network, including over 340 locations across the State of Mississippi.
- **Voice over Wi-Fi**- For enhanced in-building coverage, AT&T offers Voice over Wi-Fi at no additional cost for all supported devices. This network enhancement ensures AT&T customers have the ability to send and receive voice calls and text messages in school and library locations that have wi-fi implemented.
- **HD Voice**- crystal clear conversations on AT&T's VoLTE network available at no additional charge. HD Voice requires AT&T to AT&T wireless with supported devices in select areas and supports simultaneous voice and data conversations at 4G LTE speeds. For more information on AT&T's HD Voice, <https://www.att.com/shop/wireless/features/hd-voice.html>
- **Our Devices**—include more smartphone choices than any other U.S. carrier and a wide selection tablets, netbooks, e-readers, and Network-Ready Devices using Android™, Apple® iOS, BlackBerry®, and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds. For more information on the devices we offer, visit www.wireless.att.com/businesscenter/phones-devices/
- **Strong Mississippi Presence**- AT&T has 167 retail stores in Mississippi, including our company owned retail stores, authorized dealerships, and national retail stores as of July 1st, 2015, and across the United States, AT&T has 16,000 retail stores. This ensures AT&T customers have access to AT&T no matter where they may be working or travelling.
- **Dedication to Investing in Mississippi**- AT&T has invested more than \$961 million dollars in its best-in-class wired and wireless networks in Mississippi from 2012 to 2014, and in the last six years AT&T has invested over \$140 Billion in our nationwide wired and wireless networks.
- **Global IP Backbone Network**—carries more than 100 petabytes of data traffic on an average business day, and is one of the world's most advanced and powerful IP backbones. AT&T has the broadest wireless coverage worldwide of any U.S. carrier, offering the nation's broadest international voice and data coverage.



Mississippi

AT&T has invested in our Mississippi communications networks, our people and local communities for 134 years.

community impact

350 students

mentored by our employees in Mississippi through Aspire Mentoring Academy from September 17, 2012 to December 31, 2014.

More than 12,000 hours

of personal time given by AT&T employees and retirees in Mississippi to community outreach activities in 2014 – worth more than \$285,000.*

More than \$1.9 million

contributed by AT&T and its employees from 2012 - 2014 through giving programs in Mississippi.

jobs and economic support

More than 3,100

AT&T employees working in Mississippi as of September 30, 2015.

Approximately \$121 million

spent on goods and services purchased from suppliers based in Mississippi in 2014. This spending supports jobs and economic activity in the state.

4,359

AT&T retirees living in Mississippi as of October 6, 2015.

169

retail locations in Mississippi, including our company-owned retail stores, authorized dealerships and national retail stores as of September 16, 2015.

More than \$152 million

generated in local and state taxes by AT&T operations in Mississippi in 2014.

building for tomorrow

More than \$961 million

invested by AT&T in its best-in-class wired and wireless networks in Mississippi from 2012-2014.

1,588

upgrades made in 2012-2014 including new cell sites, addition of wireless and wired network capacity and new broadband network connections in Mississippi.¹

99.2 percent

of population in Mississippi covered by the AT&T Mobile Broadband network as of July 31, 2015.

99.2 percent

of population in Mississippi covered by AT&T's 4G network as of July 31, 2015.

96.5 percent

of population in Mississippi covered by AT&T's LTE network as of July 31, 2015.

97.1 percent

of population in Mississippi covered by the AT&T Wireless network as of July 31, 2015.

367

Wi-Fi hotspots in Mississippi as of October 6, 2015.

environmental impact

57

alternative fuel vehicles operated in Mississippi as of September 30, 2015.

Wireless Proposal for City of Hattiesburg



Solution Pricing

State of Mississippi and AT&T RFP 3820 Wireless Agreement Highlights

- Upgrade Fee Waived
- Activation Fee Waived
- **Cancellation Fees Waived**
- Standard Shipping Fee Waived

State of Mississippi and AT&T Wireless State Contract Pricing

Rate Plans and Feature Pricing:

Item	Description	Quantity	MRC	Total MRC
AT&T Unlimited Voice, Text & Unlimited Data Plan	Smartphone Plan with Unlimited Voice, Text and Data	115	\$49.99	\$5,748.85
AT&T Unlimited Tethering Smartphone Feature	AT&T Unlimited Tethering Feature Add On Feature	115	\$10.00	\$1,150
Total Monthly Charges*				\$6,898.85

Note: MRC = monthly recurring charge and NRC = non-recurring charge

*Does Not Include Government Fees and Surcharges (see page 6 for a list of approximate charges)

Equipment Pricing:

Make	Model	Quantity	Cost per device	Total Charges
Apple	iPhone 6 16gb	115	\$0.00	\$0.00
Additional Devices Shown Below (page 5)				
Total Equipment Cost				\$0.00

One Time Incentive Credits:

Incentive Credits				
AT&T Smartphone One-Time Activation Credit	One-Time Smartphone Credit for initial switch to AT&T, \$100 per device	115		\$11,500 credit
AT&T Feature Phone One-Time Activation Credit	One-Time Feature Phone Credit for initial switch to AT&T, \$50 per device	-		-
AT&T Data Only Device One-Time Activation Credit	One-Time Data Only Device Credit for initial switch to AT&T, \$50 per device	-		-
Total One-Time Credits				\$11,500

*If customer is not a current AT&T customer, new equipment will be required and one-time activation credits will apply. If customer is currently an AT&T customer, new equipment will not be required and one-time activation credits will not apply. See equipment list below

Wireless Proposal for City of Hattiesburg



Equipment Options: Smartphones

MANUFACTURER	NAME/ MODEL	DESCRIPTION	LIST PRICE	NET PRICE
Apple	iPhone 6	16 GB iPhone	\$99.99	\$0
Apple	iPhone 6S	16 GB iPhone	\$199.99	\$99.99
Apple	iPhone 6s	64 GB iPhone	\$299.99	\$299.99
Apple	iPhone 6S	128 GB iPhone	\$399.99	\$399.99
Apple	iPhone 6s Plus	16 GB iPhone	\$299.99	\$299.99
Apple	iPhone 6s Plus	64 GB iPhone	\$399.99	\$399.99
Apple	iPhone 6s Plus	128 GB iPhone	\$499.99	\$499.99
Blackberry	Classic	Blackberry Classic	\$49.99	\$0
Blackberry	Priv	Blackberry Priv	\$249.99	\$199.99
LG	G Flex 2	LG G Flex 2	\$99.99	\$0
LG	V10(H900)	LG V10	\$249.99	\$149.99
Samsung	Galaxy S6	32 GB S6	\$129.99	\$0
Samsung	Galaxy S6 Active	32GB S6 Active	\$129.99	\$0
Samsung	Galaxy S6	64 GB S6	\$229.99	\$129.99
Samsung	Galaxy S6 Edge	16 GB S5	\$129.99	\$0
Samsung	Galaxy S6 Edge	32 GB S5	\$299.99	\$199.99
Samsung	Galaxy S6 Edge	64 GB S5	\$399.99	\$299.99
Sonim	XP6	XP6	\$149.99	\$49.99
Kyocera	Duraforce XD	Duraforce XD	\$79.99	\$0

Equipment Options: Feature phone

MANUFACTURER	NAME/ MODEL	DESCRIPTION	LIST PRICE	NET PRICE
LG	A380	A380	\$49.99	\$0
Samsung	Rugby 4	Rugby 4	\$49.99	\$0
Sonim	XP5	XP5	\$49.99	\$0
Kyocera	DuraXE	DuraXE	\$49.99	\$0

Approximate Government Fees and Surcharges

Wireless Proposal for City of Hattiesburg



DESCRIPTION	MONTHLY CHARGE
Regulatory Cost Recovery Charge (Voice and Data)	\$.99
Administrative Fee (Voice and Data)	\$.61
Federal Universal Service(USF) Fee (Domestic Voice only) (Subject to Change)	5.0906%
MS 911 Training Fee (Voice only)	\$.05
Local 911 Fee (Voice only)	\$1.00

Activation Credits for New Service Only

DESCRIPTION – Activation credits for new AT&T service	PER DEVICE
Smartphone credit	\$100.00
Feature Phone credit	\$50.00
Data-only Device credit	\$50.00

Important Information

Coverage is not available in all areas. AT&T wireless coverage maps are available at www.wireless.att.com/coverageviewer. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2016 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document (except for the pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of

Wireless Proposal for City of Hattiesburg



the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ <http://www.usac.org/sl/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.



C Spire Response: RFP: City of Hattiesburg Wireless/Mobile Phone Services

Due Date: Thursday, July 14, 2016 @ 5:00 p. – (CST)

Wireless Bid Requirements (Note any requirements that you are unable to meet.)

- Vendor Technical Requirements*:

1. A GSM (Global System for Mobiles) provider that can offer simultaneous voice and data over their wireless network across all devices.

C Spire uses CDMA Technology. The ability to talk on a device while simultaneously sending and receiving data is a function of the device. C Spire offers this functionality on all devices when connected to the C Spire voice network and any WiFi network.

2. A provider that can offer Voice Over Wi-Fi, which extends the voice coverage into areas that have Wi-Fi.

C Spire will offer VOWiFi in the fall of 2016. C Spire users will be able to talk and send or receive data simultaneously when connected via a Wi-Fi network.

3. A provider that can offer Voice Over LTE and HD Voice.

C Spire plans to begin testing VOLTE in 4th Quarter of 2016. Testing and optimization will be required before its commercial launch takes place.

4. The freedom of No Early Termination Fees

C Spire will not charge Early Termination Fees (ETF) to the City of Hattiesburg for situations such as budget cuts, employee retirement, job elimination, or other stated procurement laws associated with Local Governing Authorities. Details regarding such situations should be provided in writing to msgov@cspire.com as soon as the City is aware of such circumstances or 30 days in advance, if possible.

Additionally, within the Instructions for Use document for the State of MS Contract No. 3820, MS ITS states the following details in 2.6, p. 4 of 33.

After the initial quote from both vendors, users should not request a re-quote any sooner than two years following the date the original vendor was chosen by the user.

Therefore, Early Termination Fees will not be applicable during that period of time. If there are situations that occur during this two year period, such as stated above, the City of Hattiesburg should notify C Spire of the specific situation, and the ETF will be removed.



5. A provider that can offer unlimited data through tethering for smartphones on the State of Mississippi unlimited smartphone data plan.

C Spire offers the MS Government Nationwide Unlimited Plan for Smartphones @ \$47.88; however, unlimited tethering is not included. A 1 GB Tethering Pass may be purchased when needed for \$18.99. The pass expires after 1 GB of data has been tethered or 30 days after the purchase, whichever comes first.

C Spire appreciates the opportunity to respond to the City of Hattiesburg's Request for Quotation. Thanks so very much. JF

Janice Fitzgerald
Manager, Government Accounts
C Spire
msgov@cspire.com
601.664.8880 - (mobile)
601.974.7744 - (office)



Proposal and Sales Terms for: *City of Hattiesburg*
Date: *14-Jul-16*

Prepared By: Janice Fitzgerald

Site Address(es)

A

Based on Pricing from State of MS Contract No. 3820

Item	Description	Quantity	Upfront	Monthly Charges Per		Monthly Total Charges
				Unit		
MS Government Nationwide Unlim	Unlimited nationwide voice, data, text	115	\$ -	\$	47.88	\$ 5,506.20
Apple iPhone 6 - 16 GB (wall charger and headset included)	Wireless device	115	\$ -	\$	-	\$ -
Car Charger for iPhone	Wireless device	115	\$ -	\$	-	\$ -

Total Upfront:	\$0.00	Monthly Charges	\$5,506.20
		Total for 24 Months	\$132,148.80

Tethering Passes available upon request with the MS Government Nationwide Unlimited Plan for \$18.99/1GB.

***Fees: (Subject to Change)**

- 911 - \$1.05 (Voice Only)
- *Universal Service Fund Fee (USF) - 1.96% (Voice; Regulatory Recovery Charge; & Administrative Recovery Charge)**
- *Regulatory Recovery Charge - \$0.20 per user/mo. (Voice and Data Blended Plans)**
- *Administrative Recovery Charge - \$.92 per user/mo. (Voice and Data Blended Plan)**
- *Regulatory Recovery Charge - \$0.20 per user/mo. (Data Only)**

**CITY OF HATTIESBURG
WIRELESS SERVICE RFP EVALUATION**

RFP Requirements, July 14, 2016	A T & T Response	CSpire Response
1. A GSM (Global System for Mobiles) provider that can offer simultaneous voice and data over their wireless network across all devices	Yes	No
2. A provider that can offer Voice Over Wi-Fi, which extends the voice coverage into areas that have Wi-Fi	Yes	Not at this time
3. A provider that can offer Voice Over LTE and HD Voice	Yes	Not at this time
4. The freedom of No Early Termination Fees	Yes, anytime, no notice needed.	Yes, ONLY if employee retires, budget cuts, job elimination, or State requirements change; and with 30 days advance notice
5. A provider that offer unlimited data through tethering for smartphones on the State of Mississippi unlimited smartphone data plan	Yes, unlimited at \$10 per month	Not unlimited, \$18.99 per 1GB or 30 days whichever comes first
6. 115 – Smartphone Plans with Unlimited Talk, Text, and Data with unlimited tethering	Yes	No
7. 115 – iPhone 6 16gb devices	Yes	Yes
Cost of 115 iPhones 6 per month without tethering	\$49.99	\$47.88
Cost of 115 iPhones 6 per month with tethering	\$59.99, unlimited tethering	\$66.87, tethering limited to 1GB or 30 days whichever comes first
Cost of 115 iPhones 6 without tethering over 2 year period	\$126,472.40 (includes incentive credit)	\$132,148.80 (no incentive credit exists)
Cost of 115 iPhones 6 with tethering over 2 year period	\$154,072.40 (includes incentive credit AND unlimited tethering)	\$184,561.20 (no incentive credit exists)



City of Hattiesburg, MS

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

Master

File Number: 2016-3033

File ID: 2016-3033

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/12/2016

Brief Title: Ad Valorem Tax Agreement- Hattiesburg Clinic.

Final Action: 10/18/2016

Minute Book Number:

Title:

Authorize Mayor to execute in quadruplicate an Ad Valorem Property Taxes Agreement between the City of Hattiesburg and Hattiesburg Clinic Professional Association, in relation to a parcel of land located at the corner of U.S. Highway 11 and Parkway Boulevard in the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Ad Valorem Tax Agreement-Hattiesburg Clinic,
executed Ad Valorem Tax Agreement-Hattiesburg
Clinic

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	10/18/2016	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to Authorize Mayor to execute in quadruplicate an Ad Valorem Property Taxes Agreement between the City of Hattiesburg and Hattiesburg Clinic Professional Association, in relation to a parcel of land located at the corner of U.S. Highway 11 and Parkway Boulevard in the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-3033

Title

Authorize Mayor to execute in quadruplicate an Ad Valorem Property Taxes Agreement between the City of Hattiesburg and Hattiesburg Clinic Professional Association, in relation to a parcel of land located at the corner of U.S. Highway 11 and Parkway Boulevard in the City of Hattiesburg.

Summary

Ad Valorem Tax Agreement- Hattiesburg Clinic.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AD VALOREM PROPERTY TAXES AGREEMENT

Preamble

This AD VALOREM PROPERTY TAXES AGREEMENT ("Agreement"), dated as of its Effective Date, is made and entered into by and between the following (collectively the "Parties"): THE CITY OF HATTIESBURG ("City"), a political subdivision of the State of Mississippi ("State"), acting by and through its City Council ("Council"); and Hattiesburg Clinic Professional Association, a Mississippi professional corporation ("Clinic" and, together with its subsidiary, Hattiesburg Clinic Tatum Park Development LLC, a Mississippi limited liability company [Development"], solely for the limited purposes specified by Development in Exhibit (21) attached hereto, and with their Permitted Successors/Assigns, collectively "Project Owners").

Background

(1) Clinic is engaged in the practice of medicine by and through its duly licensed shareholders and employees, providing a wide range of primary and specialty physician care and ancillary health care services to patients primarily from the southeast area of the State. In order to meet the increasing health care demands for behavioral health, pediatric, and orthopedic services in southeast Mississippi, the Project Owners propose to jointly design, construct and develop a new medical office park ("Park") on fifteen (15) acres of land located at the corner of U. S. Highway 11 and Parkway Boulevard ("Project Site") in the City, a survey of which is attached hereto as "Exhibit (1)." Clinic will be the sole user of the Park.

(2) The Park will be composed of the following three (3) buildings totaling approximately eighty-seven thousand (87,000) square feet of medical office and treatment space: the Pediatric Clinic building ("Pediatric Clinic" and "Pediatric Building"); the Orthopedic Surgery & Physical Therapy building ("Ortho/PT Clinic" and "Ortho/PT Building"); and the Connections Behavioral Health Center building ("Behavioral Clinic" and "Behavioral Building," with the Pediatric Building, Ortho/PT Building and Behavioral Building collectively being the "Buildings"). The Pediatric Clinic, Ortho/PT Clinic, and Behavioral Clinic (collectively the "Specialty Clinics") are currently located in Clinic facilities that will no longer meet the patient demands for access to these clinical services. A proposed site map of the Buildings on the Project Site is attached hereto as "Exhibit (2)."

(3) In order to provide the most efficient access to care for its patients, the Pediatric Clinic operates twelve (12) hours per day, six (6) days a week and four (4) hours each Sunday afternoon, currently employing eight (8) physicians and one (1) nurse practitioner. In 2014, the Pediatric Clinic provided approximately 42,300 patient-service encounters, approximately one-third (1/3rd) of which were to Medicaid and uninsured patients. The Pediatric Building will contain approximately 22,000 square feet.

(4) The Ortho/PT Clinic employs seven (7) physicians, three (3) midlevel providers and fourteen (14) athletic trainers. An integral component of the Ortho/PT Clinic's services revolves around the Clinic's commitment to providing athletic trainers to public, private, and

parochial schools throughout its service area at no charge. These trainers enable the schools to provide athletics to their students in a safer and more controlled environment. In the absence of the Ortho/PT Clinic's commitment, this service would not exist for these schools. In 2014, the Ortho/PT Clinic provided approximately 29,000 patient-service encounters, representing an approximate twenty percent (20%) increase since 2012. The Ortho/PT Building will contain approximately 42,400 square feet.

(5) The Behavioral Clinic provides medical, educational, speech, language and mental health services for adults, children and teenagers for the prevention, diagnosis and treatment of mental, addictive and emotional disorders. The Behavioral Clinic is the only such mental health facility providing such comprehensive behavioral services in south Mississippi. The staff at the Behavioral Clinic includes psychiatrists, social workers, psychologists, child and adolescent counselors, speech/language pathologists and pediatric medical doctors who provide services in their particular area of expertise. In 2014, the Behavioral Clinic provided approximately 28,500 patient-service encounters, which represent an approximate fifty-two percent (52%) increase since 2010. The Behavioral Building will contain approximately 22,600 square feet.

(6) Construction of the Park will begin and will be completed in phases. Site work on the Project Site commenced in late August, 2015 in order to facilitate the final layout of the Buildings. Actual construction of each Building should take approximately twelve (12) months, and the Buildings will be constructed on approximately the following staggered schedule (singularly or collectively the "**Phase(s)**"):

	<u>Building</u>	<u>Commencement</u>	<u>Completion</u>	<u>"Phase</u>
(a)	Pediatric	March, 2016	February, 2017	<u>1</u> "
(b)	Ortho/PT	July, 2016	June, 2017	<u>2</u> "
(c)	Behavioral	August, 2016	July, 2017	<u>3</u> "

(7) Due to certain Financing considerations, the portion of the Project Site necessary for the Pediatric Building has previously been sold by Clinic to Development ("**Pediatric Site**"), a legal description of which is attached hereto as "**Exhibit (7)-1,**" and the Pediatric Building (collectively with the Pediatric Site, the "**Development Project**") will be owned by Development but will be constructed by Development in accordance with the design and specifications of Clinic. The Development Project will then be leased entirely to Clinic under a certain lease ("**Lease**") between Clinic and Development ("**Leased Property**"). The remainder of the Project Site will be owned by Clinic. The Ortho/PT Building and Behavioral Building will be constructed and owned by Clinic ("**Clinic Buildings**") on the remainder of Project Site owned by Clinic ("**Clinic Site**," a legal description of which is attached hereto as "**Exhibit (7)-2,**" and, together with the Clinic Buildings, collectively the "**Clinic Project**" and, together with the Development Project, collectively the "**Project**"). The Project will, consequently, consist of the Pediatric Site, Pediatric Building, any other real property improvements owned by Development on the Pediatric Site, a real property interest of Clinic in the form of a leasehold interest in the Leased Property ("**Leasehold Interest**"), Clinic Site, Clinic Buildings, and

certain fixtures, machinery, equipment, furniture, furnishings, and other items of real and personal property to be constructed, purchased, installed, and owned and/or leased by the Clinic for the Buildings (collectively the "**Project Property**").

(8) The total capital expenditures for the Project Property in the City are currently estimated by the Project Owner to be approximately Twenty-Five Million Three Hundred Sixty-One Thousand Dollars (\$25,361,000) ("**Project Investment**"), allocated approximately as follows:

Development Project		\$6,201,000
Clinic Project:		
Land	\$2,228,000	
Ortho/PT Building	\$9,813,000	
Behavioral Building	\$4,719,000	
Personal Property	<u>\$2,400,000</u>	
		<u>\$19,160,000</u>
		<u>\$25,361,000</u>

(9) The Park should also result in the creation of approximately seventy-nine (79) additional new jobs in the City over a period of several years as the Project's capacity is reached ("**City Jobs**"), as well as result in an additional overall positive indirect economic benefit in the City in the form of temporary construction jobs, retention of other permanent jobs at the Specialty Clinics, and additional spending and taxes paid in the City, and will serve as a catalyst for additional private capital investment in the City (together with the Project Investment and City Jobs, collectively "**Economic Impact**").

(10) Development is directly owned eighty-eight percent (88%) by the Clinic and twelve percent (12%) by Care Management Organization, LLC, a Mississippi limited liability company ("**CMO**"), which is a fifty percent (50%)/fifty percent (50%) joint venture ("**Joint Venture**") between the Clinic and Forrest General Hospital Managed Care Services, Inc. ("**Forrest General**"), with the Clinic thus having a total aggregate direct and indirect ownership interest in Development of ninety-four percent (94%) and Forrest General having an indirect ownership interest in Development of six percent (6%). Development is a special purpose, single-project entity required for the financing of the Development Project by Clinic using certain State and federal "new markets tax credits" financing ("**Financing**"). Following the end of the seven (7) year compliance period for the Financing, Development will probably be dissolved.

(11) On May 14, 2012, the Mississippi Legislature adopted House Bill No. 1537, enacting the Mississippi Health Care Industry Zone Act effective July 01, 2012, which is now codified in § 57-117-1, *et seq.* (collectively the "**Act**"), of the Mississippi Code of 1972, as amended (Supp. 2013) ("**Code**"). Act § 57-117-3(c) provides for the Mississippi Development Authority, an agency of the State ("**MDA**"), to certify certain areas of the State meeting criteria established by Act § 57-117-5 as "health care industry zones" ("**HCIZ**"). Certain health care-related businesses which constitute a "health care industry facility" ("**HCIF**"), as defined in Act

§ 57-117-3(a), and located in a HCIZ are eligible for certification by MDA as a “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), making the “qualified business” eligible for certain State and City incentives, including either the payment of a fee-in-lieu (“**Fee-in-Lieu**”) equivalent to a portion of, and an abatement (“**Abatement**”) equivalent to the remaining portion of, and in lieu of, all ad valorem real and personal property taxes, both general and special, otherwise leviable, assessable and collectible by the City and due and payable on the HCIF (collectively “**Taxes**”), pursuant to Act § 57-117-7(2)(c), and Code § 27-31-104(1)(b), as amended effective February 08, 2016 by H.B. 1, § 21, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-104 are to such statute as so amended) and Code § 27-31-105(2) (collectively “**FIL Statute**”) or a new enterprise exemption (“**New Enterprise Exemption**”) pursuant to Act § 57-117-7(2)(d) and Code § 27-31-101(3)(j), *et al.* (specifically excluding Code §§ 27-31-104(1)(b) & 27-31-105(2), collectively the “**Statutes**”).

(12) Clinic filed its Application for a HCIF determination for the Project with the MDA in early May, 2015, which included a letter of support for the Project from Forrest County General Hospital, a copy of which is attached hereto as “**Exhibit (12)-1**.” The MDA has determined both that the Project Site is located in an HCIZ and that the Project is an HCIF. The MDA has issued its Health Care Industry Facility Certificate No. HC-22, dated May 29, 2015, to the Clinic (“**HCIF Certificate**”), a copy of which is attached hereto as “**Exhibit (12)-2**,” certifying that the Project is located in a HCIZ and is a HCIF, pursuant to Act § 57-117-3(a)(ii), as a business utilizing real property owned by and leased from Development and real and personal property owned by Clinic creating an aggregate minimum capital investment of at least Ten Million Dollars and Zero Cents (\$10,000,000.00) in the HCIZ (“**Minimum Investment**”).

(13) Clinic requested certain incentives from the City available to an HCIF under the Act, representing that these incentives were necessary to make the Project economically viable and commercially-competitive. The staff of the Area Development Partnership, as the economic development agency for the City, has assisted the Clinic in the development of the Project.

(14) Subject to the final capitalizable costs of the Project Property involving total expenditures in excess of the Minimum Investment, the Council, on behalf of the City, is authorized and empowered by the provisions, *inter alia*, of the FIL Statute and Act § 57-117-7(2)(c), to grant to the Clinic, subject to approval by the MDA, a Fee-in-Lieu for the Project, which is in lieu of all Taxes, including any Taxes required to be levied and assessed by the State under Code § 27-39-329 and other sections of the Code (collectively “**State Taxes**”) and Taxes for the Hattiesburg Public School District (“**School District**”) and for any other school purposes (specifically including Taxes for the applicable local community college district [“**College District**”]) (collectively “**School Taxes**” and, together with the State Taxes, collectively the “**Excluded Taxes**,” with all Taxes leviable, assessable and collectible by the City on the Project Property, with the exception of the Excluded Taxes, collectively being the “**City Taxes**”), otherwise leviable, assessable and collectible on all of the Project Property (including the value of the Leasehold Interest) in the amount of one-third (1/3) of the Taxes otherwise applicable, including the Excluded Taxes, for a maximum period of ten (10) years (“**FIL Term**”) commencing upon the Completion of Construction Date (“**COC Date**”). Therefore, this Council is authorized and empowered by the FIL Statute and Act to enter into a written Fee-in-Lieu agreement (“**Fee-in-Lieu Agreement**”) with the Clinic granting the Fee-in-Lieu for the FIL

Term with respect to the Project Property within the City, subject to approval by the MDA and subject to the Project Investment exceeding the Minimum Investment.

(15) Consequently, as an incentive for the Project Owner to develop the Project in the City by improving the economically feasibility of the Project, the Fee-in-Lieu has been the subject of negotiations between the City and the Project Owner, resulting in a commitment on behalf of the City to grant to the Clinic a Fee-in-Lieu in an amount equal to one-third ($\frac{1}{3}$) of the Taxes, including the Excluded Taxes, otherwise due and payable with respect to the Project Property ("**Fee-in-Lieu Amount**"), resulting in the Abatement of the remaining two-thirds ($\frac{2}{3}$) of such Taxes, including the Excluded Taxes, otherwise due and payable with respect to the Project Property ("**Abatement Amount**"), for the FIL Term, as authorized by Code § 27-31-104(1)(b) & (4) and Act § 57-117-7(2)(c).

(16) Clinic and the Project Property are also eligible for several exemptions from Taxes, as applicable, as follows:

(a) The New Enterprise Exemption under § 27-31-101(3)(j) of the Statutes as a new HCIF;

(b) Expansion exemptions ("**Expansion Exemption**"), annual additions exemptions ("**Additions Exemption**"), or annual replacements exemptions ("**Replacements Exemption**") and, together with the Expansion Exemption and Additions Exemption, collectively the "**Subsequent Exemptions**") under § 27-31-105(1), *inter alia*, of the Statutes, for any expansions ("**Expansion**") of, additions ("**Additions**") to, and/or replacements ("**Replacements**") of, the Project Property ("**Expansion Property**," "**Additions Property**," and "**Replacement Property**," respectively, and collectively the "**Subsequent Property**," and, together with the Project Property, collectively "**Eligible Property**");

(c) With the New Enterprise Exemption and Subsequent Exemptions (collectively "**Exemptions**") being from all Taxes on the Eligible Property for the Term, with the Exemptions excluding, however, any Excluded Taxes.

(17) Alternatively, in lieu of the Exemptions, the Clinic and Eligible Property are also eligible, as applicable, for a Fee-in-Lieu of not less than one-third ($\frac{1}{3}^{\text{rd}}$) of the Taxes, including the Excluded Taxes, otherwise leviable, assessable and collectible by the City, under § 27-31-104(1)(b) of the FIL Statute on the Eligible Property (specifically also including any Subsequent Property, for the balance of the FIL Term of the Fee-in-Lieu with respect to any Subsequent Property not covered by its own Fee-in-Lieu).

(18) As a result of the Lease, title to certain items of the Eligible Property (*i.e.*, Leased Property) is/will be actually held by Development, with such portion of the Project Property, however, being leased to the Clinic for its exclusive use in the Park, and title to certain other items of the Eligible Property is/will be actually held by Clinic as the owner of such portion of the Project Property comprising part of the Project. Consequently, for purposes of the Lease, Clinic has a Leasehold Interest in the Leased Property. The Eligible Property, for all purposes of this Agreement, thus consists both of the Leasehold Interest of the Clinic in the Leased Property

which is owned by Development and leased to Clinic and of the Eligible Property which is/will be owned by Clinic.

(19) Since the Fee-in-Lieu is granted with respect to an “enterprise” as opposed to the owner of the property, a lessee of property owned by a lessor but utilized by such lessee in an “enterprise” qualifying for a Fee-in-Lieu, upon satisfaction of the statutory requirements for a Fee-in-Lieu, may be granted a Fee-in-Lieu based upon such lessee’s use of the leased property in its qualifying enterprise where such lessee is leasing such property from the lessor under a lease which obligates the lessee to pay any Taxes on such leased property.

(20) As between Clinic and Development, the Lease contains certain specific provisions with respect to the contractual allocation of the economic responsibility and burden for any Taxes on the Leased Property. Since the Fee-in-Lieu represents a partial abatement and payment in lieu of the Taxes otherwise due by Clinic on the Leasehold Interest because of its use of such Leasehold Interest and since Clinic has the contractual legal responsibility for the payment to Development of the Taxes with respect thereto, Clinic will, therefore, thus have the contractual legal responsibility to pay to Development the Fee-in-Lieu Amount instead of the Taxes otherwise due on the Leased Property. Consequently, even though title to the Leased Property remains in the name of Development, as between Clinic and Development, Clinic bears the ultimate responsibility and economic burden for the payment of the Taxes and the portion of the Fee-in-Lieu Amount with respect to its Leasehold Interest.

(21) The Leasehold Interest thus also qualifies for the Fee-in-Lieu. A copy of an Affidavit from Development is attached hereto as “**Exhibit (21)**,” confirming the applicable terms of the Lease and indicating that Development is the owner and lessor of such Leased Property but, pursuant to the terms of the Lease, both that, as between Clinic and Development, Clinic bears the ultimate responsibility and economic burden for the payment of any Taxes on its Leasehold Interest, and, consequently, of the Fee-in-Lieu Amount, with respect thereto and that, as between the Clinic and Development, the economic benefit from any Abatement Amount of such Taxes, and, consequently, from the Fee-in-Lieu, with respect thereto will inure directly to the benefit of Clinic.

(22) The City desires to encourage, and to provide incentives to, Clinic to develop the Project in the City for the benefit of the citizens of the City. Therefore, the City has negotiated this Agreement to grant the Fee-in-Lieu to Clinic for the Project as an inducement (“**Inducement**”) to the Project Owner to develop the Project in the City.

(23) Through the Project, the Project Owner will be developing a new HCIF located in the City and will be making a major contribution and commitment to the present and future economic development of the City through the Economic Impact, through payment of the Fee-in-Lieu during the FIL Term and the Taxes thereafter on the Eligible Property, specifically including the Fee-in-Lieu and Taxes on the Leasehold Interest in the Leased Property.

(24) The Project Investment will exceed the Minimum Investment required by Act § 57-117-3(a)(i) and the HCIF Certificate, so the Project qualifies both for a New Enterprise Exemption under § 27-31-101(3)(j) of the Statutes and for a Fee-in-Lieu under § 27-31-104(1)(b) of the FIL Statute. The City, therefore, acknowledges that Clinic qualifies for the Fee-in-Lieu

and, with the approval of the MDA, has agreed to grant the Fee-in-Lieu of the Taxes to Clinic for the Eligible Property for the FIL Term, in accordance with Subsection 4.5, in the Fee-in-Lieu Amount, as defined in Subsection 4.2, and to the Abatement of the Taxes to Clinic for the Eligible Property for the FIL Term.

(25) Pursuant to a certain grant agreement being negotiated by and to be executed between the MDA and Clinic, the MDA will make a certain Development Infrastructure Program (“**DIP**”) Grant to Clinic from the Mississippi Development Infrastructure Grant Fund, Section 57-61-36(1), *inter alia*, in the amount of Five Hundred Thousand Dollars (\$500,000.00) (“**DIP Grant**”). The DIP Grant is to be used by Clinic for new road construction with respect to the Park.

(26) The present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage quality medical care and a program of economic development in order to further the present and future long-term economic development of the City through the improvement of its tax base both (a) generally by attracting and assisting HCIFs, through the approval of abatements of Taxes to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City and (b) specifically by encouraging the continued provision of quality medical care for its citizens by the addition of HCIFs in the HCIZ, specifically including the development of the Project in the HCIZ.

(27) The Clinic will be making payments of the Fee-in-Lieu Amount on the Project Property for the FIL Term, and the Council does, therefore, desire, on behalf of the City, to enter into this Agreement with the Clinic granting the Fee-in-Lieu for the Eligible Property in the Fee-in-Lieu Amount for the FIL Term in order to assist in the development of the Project, subject to the subsequent approval of this Agreement by the MDA and to the Project Investment satisfying the Minimum Investment.

(28) Since the City and Clinic have reached agreement with respect to the Taxes, Excluded Taxes, Fee-in-Lieu, Fee-in-Lieu Amount, Abatement, Abatement Amount, Exemptions, and FIL Term, and since the FIL Statute permits the execution of this Agreement prior to the COC Date for the Project, not to become effective, however, until the COC Date for the Project, it is now appropriate for the Parties to enter into this Agreement, and the City thus enters into this Agreement in consideration of Project Owner locating, and as an Inducement for Project Owner’s location of, the Project in the City and in consideration of the Economic Impact to be realized by the City.

Statement of Consideration

Recognizing and acknowledging that the Inducement provided and to be provided in this Agreement on behalf of the City constituted an inducement to Clinic and will play a major role in Clinic’s decision to develop the Project in the City and that Project Owner has made and will be making business decisions and has expended and will be expending funds in reliance upon the Inducement (“**Project Owner Performance**”), which is being entered into by the City expressly in order to provide the Inducement in order to induce Project Owner both to develop the Project

in the City and to expand the Project in the City in the future, and that sufficient consideration in the form of the Waiver and Economic Impact and certain other good and valuable nonmonetary consideration will be received by the City in order to support the execution of this Agreement, **NOW, THEREFORE, IN CONSIDERATION OF** the premises recited in the Background and previously in this Statement of Consideration, Project Owner's location of the Project in the City and State, the Inducement and detrimental reliance thereon by Project Owner, the Waiver and Economic Impact, and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration each to the other given, the receipt and sufficiency of all of which are both hereby expressly acknowledged, intending that the obligations set forth herein are the valid and legally binding obligations of each such Party, enforceable against such Party in accordance with the terms hereof, the Parties hereby mutually agree as follows:

Agreement

1. **DEFINITIONS.** When used in this Agreement, except as might otherwise be specifically indicated herein or as the context might otherwise require, the following capitalized terms have the following indicated meanings:

"Abatement" has the meaning set forth in Background §(11).

"Abatement Amount" has the meaning set forth in Background §(15).

"Act" has the meaning set forth in Background §(11).

"Additions" has the meaning set forth in Background §(16)(b).

"Additions Exemption" has the meaning set forth in Background §(16)(b).

"Additions Property" has the meaning set forth in Background §(16)(b).

"Agreement" has the meaning set forth in the Preamble.

"Back-End Exemptions" has the meaning set forth in Agreement Paragraph 5.1.2.

"Back-Up Exemptions" has the meaning set forth in Agreement Subsection 2.6.

"Behavioral Building" has the meaning set forth in Background §(2).

"Behavioral Clinic" has the meaning set forth in Background §(2).

"Board" has the meaning set forth in Agreement Paragraph 4.15.2.

"Buildings" has the meaning set forth in Background §(2).

"City" has the meaning set forth in the Preamble.

"City Clerk" has the meaning set forth in Agreement Subsection 4.10.

"City Jobs" has the meaning set forth in Background §(9).

“City Share” has the meaning set forth in Agreement Paragraph 4.3.2.

“City Taxes” has the meaning set forth in Background §(14).

“Clinic” has the meaning set forth in the Preamble.

“Clinic Buildings” has the meaning set forth in Background §(7).

“Clinic Project” has the meaning set forth in Background §(7).

“Clinic Site” has the meaning set forth in Background §(7).

“CMO” has the meaning set forth in Background §(10).

“COC Date” has the meaning set forth in Background § 14 and Agreement Paragraph 4.5.2.

“Code” has the meaning set forth in Background §(11).

“College District” has the meaning set forth in Background §(14).

“College Share” has the meaning set forth in Agreement Paragraph 4.3.1.

“Commencement Date” has the meaning set forth in Agreement Paragraph 4.5.1.

“Council” has the meaning set forth in the Preamble.

“County” has the meaning set forth in Agreement Subsection 4.10.

“Development” has the meaning set forth in the Preamble.

“Development Project” has the meaning set forth in the Background §(7).

“DIP” has the meaning set forth in the Background §(25).

“DIP Grant” has the meaning set forth in the Background §(25).

“DOR” has the meaning set forth in Agreement Subsection 2.1.

“Economic Impact” has the meaning set forth in Background §(9).

“Effective Date” has the meaning set forth in Agreement Subsection 6.14.

“Eligible Property” has the meaning set forth in Background §(16)(b).

“Excluded Taxes” has the meaning set forth in Background §(14).

“Exemptions” has the meaning set forth in Background §(16)(c).

“Exhibit (1)” has the meaning set forth in the Background §(1).

“Exhibit (2)” has the meaning set forth in the Background §(2). **“Exhibit 2.2”** has the meaning set forth in Agreement Subsection 2.2.

“Exhibit (7)-1” has the meaning set forth in Background §(7).

“Exhibit (7)-2” has the meaning set forth in Background §(7).

“Exhibit (12)-1” has the meaning set forth in Background §(12).

“Exhibit (12)-2” has the meaning set forth in Background §(12).

“Exhibit (21)” has the meaning set forth in Background §(21).

“Expansion Exemption” has the meaning set forth in Background §(16)(b).

“Expansion Property” has the meaning set forth in Background §(16)(b).

“Expansion” has the meaning set forth in Background §(16)(b).

“Fee-in-Lieu” has the meaning set forth in Background §(11).

“Fee-in-Lieu Agreement” has the meaning set forth in Background §(14).

“Fee-in-Lieu Amount” has the meaning set forth in Background §(15) and Agreement Subsection 4.2.

“FIL Certificate” has the meaning set forth in Agreement Subsection 2.2.

“FIL Percentage” has the meaning set forth in Agreement Subsection 4.2.

“FIL Statute” has the meaning set forth in Background §(11).

“FIL Term” has the meaning set forth in Background §(14).

“Financing” has the meaning set forth in Background §(10).

“First Assessment Date” has the meaning set forth in Agreement Paragraph 4.5.1.

“First Assessment Year” has the meaning set forth in Agreement Paragraph 4.5.1.

“Force Majeure Event” has the meaning set forth in Agreement Subsection 6.19.

“Forrest General” has the meaning set forth in Background §(10).

“Front-End Exemptions” has the meaning set forth in Agreement Subsection 2.5.

“GAAP” has the meaning set forth in Agreement Paragraph 2.4.3.

“HCIF Certificate” has the meaning set forth in Background §(12).

“HCIF” has the meaning set forth in Background §(11).

“HCIZ” has the meaning set forth in Background §(11).

“Inducement” has the meaning set forth in Background §(22).

“Joint Venture” has the meaning set forth in Background §(10).

“Leased Property” has the meaning set forth in Background §(7).

“Leasehold Interest” has the meaning set forth in Background §(7).

“Lease” has the meaning set forth in Background §(7).

“MDA” has the meaning set forth in Background §(11).

“Minimum Investment” has the meaning set forth in Background §(12).

“New Enterprise Exemption” has the meaning set forth in Background §(11).

“Non-Exempt Millages” has the meaning set forth in Agreement Subsection 4.2.

“Ortho/PT Building” has the meaning set forth in Background §(2).

“Ortho/PT Clinic” has the meaning set forth in Background §(2).

“Park” has the meaning set forth in Background §(1).

“Parties” has the meaning set forth in the Preamble.

“Pediatric Building” has the meaning set forth in Background §(2).

“Pediatric Clinic” has the meaning set forth in Background §(2).

“Pediatric Site” has the meaning set forth in Background §(7).

“Permitted Successors/Assigns” has the meaning set forth in Agreement Subsection 6.10.

“Phase 1” has the meaning set forth in Background §(6)(a).

“Phase 2” has the meaning set forth in Background §(6)(b).

“Phase 3” has the meaning set forth in Background §(6)(c).

“Phases” has the meaning set forth in Background §(6).

“Project” has the meaning set forth in Background §(7).

“Project Investment” has the meaning set forth in Background §(8).

“Project Owners” has the meaning set forth in the Preamble.

“Project Owner Performance” has the meaning set forth in the Statement of Consideration.

“Project Property” has the meaning set forth in Background §(7).

“Project Site” has the meaning set forth in Background §(1).

“Replacements” has the meaning set forth in Background §(16)(b).

“Replacement Property” has the meaning set forth in Background §(16)(b).

“Replacements Exemption” has the meaning set forth in Background §(16)(b).

“School District” has the meaning set forth in Background §(14).

“School Share” has the meaning set forth in Agreement Paragraph 4.3.1.

“School Taxes” has the meaning set forth in Background §(14).

“Specialty Clinics” has the meaning set forth in Background §(2).

“State Taxes” has the meaning set forth in Background §(14).

“State” has the meaning set forth in the Preamble.

“Statutes” has the meaning set forth in Background §(11).

“Subsequent Exemptions” has the meaning set forth in Background §(16)(b).

“Subsequent Property” has the meaning set forth in Background §(16)(b).

“Tax Assessor” has the meaning set forth in Agreement Subsection 4.10.

“Taxes” has the meaning set forth in Background §(11).

“Tax Year” has the meaning set forth in Agreement Subsection 4.2.

“Term of Agreement” has the meaning set forth in Agreement Paragraph 6.21.2.

“Total Millages” has the meaning set forth in Agreement Subsection 4.6.

“Waiver” has the meaning set forth in Agreement Section §3.

2. **UNDERTAKINGS RE: TAXES.** The Parties agree, individually and collectively, as indicated and as appropriate, as follows:

- 2.1 **Eligibility Determination.** The City agrees that the Project will constitute a “new enterprise” enumerated in § 27-31-101(3)(j) of the Statutes, constituting, more particularly, an HCIF, which, but for the Fee-in-Lieu being granted hereunder to Project Owner and the Project, would otherwise qualify for a New Enterprise Exemption; *provided, however*, that Project Owner acknowledges that qualification for the Exemptions is subject to approval by the Department of Revenue (or any other successor State agency or department thereto, collectively the “**DOR**”); that independent qualification of any Additions or Expansion as an HCIF is subject to certification by the MDA; and that qualification for the Fee-in-Lieu is subject to satisfaction of the Minimum Investment and to the consent and approval thereof by the MDA.
- 2.2 **Fee-in-Lieu Approvals.** Pursuant to the Certificate of Final Approval attached hereto as “**Exhibit 2.2**” or in such substantially similar form as approved by the MDA (“**FIL Certificate**”), the MDA has consented to and approved the City’s agreement to grant to Project Owner and the Eligible Property a Fee-in-Lieu as set forth in Section 4 in lieu of the Exemptions (except any Exemptions requested by Project Owner pursuant to Subsections 2.5, 2.6, 5.3 and/or 5.4 and/or Paragraph 5.1.2). The City, pursuant to a resolution duly approved and adopted by the Council in the form and manner required by law approving this Agreement, hereby contracts for, and subject to satisfaction of the Minimum Investment grants, a Fee-in-Lieu to Project Owner on the Eligible Property in the Fee-in-Lieu Amount for the FIL Term, as more particularly described in Section 4 hereof. The City hereby acknowledges that, pursuant to Code § 27-31-107, as amended effective February 08, 2016 by H.B. 1, § 22, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-107 are to such statute as so amended), the procedures for the granting and approval of the Fee-in-Lieu are governed exclusively by the FIL Statute and not by any of the other statutes contained in § 27-31-101, *et seq.*, of the Statutes and specifically acknowledges and agrees that, pursuant to Code § 27-31-107, no additional applications must be filed by Project Owner and no additional approvals or consents must be given by the City or MDA other than the execution of this Agreement and the FIL Certificate, respectively, for the granting and approval of the Fee-in-Lieu in the Fee-in-Lieu Amount for the Eligible Property, which is final upon the Effective Date.
- 2.3 **Exemption Disapprovals.** The City expressly disapproves and does not consent to the granting of a New Enterprise Exemption to Project Owner for the Project Property, but will grant any Exemptions requested by Project Owner pursuant to Subsections 2.5, 2.6, 5.3, and/or 5.4 and/or Paragraph 5.1.2, as well as Subsequent Exemptions for Subsequent Property requested by the Project Owner.
- 2.4 **Required Investment.**
- 2.4.1 **Acknowledgement.** Project Owner hereby acknowledges its understanding that the aggregate capital expenditures, calculated in accordance with Paragraph 2.4.3, required to be incurred in the State with respect to the Project must exceed the Minimum Investment within

twenty-four (24) months of issuance of the HCIF Certificate in order for the Project to qualify for the Fee-in-Lieu.

2.4.2 **Verification.** Upon satisfaction of the Minimum Investment with respect to the Project, Clinic agrees that it will provide a certificate to that effect, duly executed by an officer of Clinic, to the City and MDA; *provided however*, that, by its execution of this Agreement, Clinic hereby acknowledges, represents and certifies that the capital expenditures thereof will exceed the Minimum Investment.

2.4.3 **Calculation.** The Minimum Investment shall include only costs incurred for the Project which are capitalizable for financial accounting and reporting purposes under accounting principles generally accepted in the United States of America applicable to the Project Company's businesses ("**GAAP**").

2.4.3.1 The Minimum Investment shall not include any costs paid or reimbursed from any public source (excluding, however, any costs paid by Project Owner from bonds issued by any public body or from any loan from the State or any other loan proceeds received from any public source for which Project Owner has a legal obligation to repay).

2.4.3.2 The Minimum Investment may include all other capital expenditures (excluding soft costs such as construction period interest) capitalizable under GAAP, including acquisition costs of new machinery, equipment, furniture, furnishings, site acquisition (including environmental costs), site work, leasehold improvements, buildings, other depreciable assets, tenant build-out costs and tenant allowances; professional and consulting fees and costs directly related to engineering and architectural/design services (whether such costs are capitalizable under GAAP or not), legal services, and permitting; and infrastructure costs. Any and all Project-related costs for which the Project Owners may, under GAAP, elect to capitalize or not to capitalize shall also be includible, whether the Project Company elects to capitalize them or not to capitalize them.

2.4.3.3 The Minimum Investment shall not include non-capitalizable costs under GAAP, such as salaries, moving expenses, transportation costs or similar, related non-capitalizable costs under GAAP but specifically shall include the costs of leasehold or other improvements or contributions made by the Project Company to third-parties providing services to the Project for infrastructure required by the Project, such as public utilities, even though such leasehold or other improvements will become the property of the lessor or other third-party.

- 2.5 **Front-End Exemptions.** In the event that any Phase fails to qualify for any reason for the Fee-in-Lieu, whether temporarily or permanently for all or part of the FIL Term for which the Fee-in-Lieu would otherwise have been available therefor, or if a Phase for any reason would become subject to Taxes prior to the Commencement Date of the Project but is not eligible for the Fee-in-Lieu until the Commencement Date of the Project, then the Project Company may request from the City any Exemptions which may be available for such Project Property of such Phases for the period for which the Fee-in-Lieu is not otherwise available for such Phase ("**Front-End Exemptions**"). The City hereby agrees, upon the timely and proper submission of applicable applications for the Front-End Exemptions and to the extent legally permissible and lawfully available under then applicable State law, to grant any Front-End Exemptions to the Project Company for which it might be eligible for the period for which the Fee-in-Lieu is not otherwise available. Such Front-End Exemptions shall automatically terminate upon such Phase subsequently becoming covered by the Fee-in-Lieu; *provided, however*, that the period for which such Phase is subject to a Front-End Exemption shall be subtracted from the FIL Term of the Fee-in-Lieu to which such Phase subsequently becomes entitled, and the total combined term of both the Front-End Exemption and the Fee-in-Lieu for such Phase shall not exceed a period of ten (10) consecutive years.
- 2.6 **Early Termination of Agreement.** Notwithstanding any other provision of this Agreement expressly or impliedly to the contrary, in the event the Fee-in-Lieu should for any reason terminate prior to the expiration of the FIL Term stated in Subsection 4.5, Project Owner may then request from the City any Exemptions which may then be available ("**Back-Up Exemptions**") for the Eligible Property for the then unexpired period of the FIL Term for which the Fee-in-Lieu had been granted pursuant to Subsection 4.5. The City hereby agrees, upon the timely and proper submission of applicable applications for the Back-Up Exemptions and to the extent legally permissible and lawfully available under then applicable State law, to grant such Back-Up Exemptions to Project Owner for which it might be eligible for the then unexpired period of the FIL Term for which the Fee-in-Lieu had been granted pursuant to Subsection 4.5.
3. **WAIVER.** In consideration of the granting of the Fee-in-Lieu, Project Owner agrees not to apply for the Exemptions available from the City for the Eligible Property, and Project Owner hereby waives such Exemptions from the City on the Eligible Property, both to the extent that the Eligible Property is subject to the Fee-in-Lieu, except to the extent permitted by Subsections 5.3 and 5.4 and except for any Front-End Exemptions, Back-Up Exemptions and/or Back-End Exemptions requested by Project Owner pursuant to Subsections 2.5 and 2.6 and/or Paragraph 5.1.2, respectively ("**Waiver**"). Instead, Project Owner will pay the Fee-in-Lieu with respect to the Eligible Property to or on behalf of the City in accordance with Section 4.
4. **FEE-IN-LIEU.** The Parties agree, individually and collectively, as indicated, as follows:

- 4.1 **Expansion.** Any Expansion of the Project is intended to constitute a single, separate "project" for purposes of the FIL Statute to the extent that it separately satisfies the Minimum Investment and is separately certified as an HCIF by MDA.
- 4.2 **Amount.** Subject to Subsection 4.8, the Fee-in-Lieu Amount shall be equal to thirty-three and one-third percent (33-1/3%) ("**FIL Percentage**") multiplied times the total Taxes (both City Taxes and Excluded Taxes) which would otherwise be leviable, assessable and collectible by the City from time-to-time during the FIL Term on the Eligible Property in any taxable period beginning each January 1st and ending December 31st of the same calendar year ("**Tax Year**") during the FIL Term of the Fee-in-Lieu applicable thereto, as described in Subsection 4.5, in the absence of the Fee-in-Lieu ("**Fee-in-Lieu Amount**"). The Fee-in-Lieu Amount granted herein is not a fixed dollar amount but, rather, a fixed percentage of the City Taxes (including Excluded Taxes) which would otherwise be leviable, assessable and collectible for the Tax Year by the City and payable by Project Owner from time-to-time with respect to the Eligible Property during the FIL Term. Consequently, the Fee-in-Lieu Amount may change annually based upon changes in the assessed value of the Eligible Property, based upon additions to and/or deletions from the Eligible Property, and/or based upon increases or decreases in millage rates used to calculate the City Taxes and Excluded Taxes otherwise leviable and assessable with respect to the Eligible Property in accordance with Subsection 4.6. Consequently, such City Taxes and Excluded Taxes otherwise leviable and assessable on the Eligible Property may change from Tax Year to Tax Year, and the Fee-in-Lieu Amount shall thus change correspondingly.
- 4.3 **Apportionment.** The City acknowledges that the Fee-in-Lieu Amount paid annually by Project Owner on the Eligible Property shall be apportioned annually between the City, School District and College District, as applicable, as follows:
- 4.3.1 **School District and College District Shares.** The portion of the annual Fee-in-Lieu Amount which shall be apportioned to the School District ("**School Share**") and College District ("**College Share**") shall be equal to the School District's and College District's, respectively, pro rata share of the annual Fee-in-Lieu Amount based upon the proportion of the annual Fee-in-Lieu Amount that the annual millage imposed for the School District and the College District by the City bears to the total annual millage imposed for the School District, College District and all other City purposes, with the School Share and College Share to be paid by Project Owner as provided in Subsection 4.12; and
- 4.3.2 **City Share.** The portion of the annual Fee-in-Lieu Amount which shall be apportioned annually to the City shall be equal to the balance of the annual Fee-in-Lieu Amount remaining after allocation of the School Share and College Share thereof ("**City Share**"), with the City Share to be paid by Project Owner, as provided in Subsection 4.12.

4.4 **Coverage.** The City agrees that the Fee-in-Lieu shall be in lieu of all Taxes, including all City Taxes and all Excluded Taxes, which would otherwise be imposed by the City on the Eligible Property (specifically including the Expansion Property, the Additions Property, the Replacement Property, the Leased Property and the Leasehold Interest) qualifying for the Fee-in-Lieu under this Agreement, with the Fee-in-Lieu to remain in effect for the entire FIL Term in accordance with Subsection 4.5, in the manner allowed by State law. Any Eligible Property which is subject to an automatic statutory exemption from Taxes (for example, but not limited to, software) shall not be considered in the calculation of the Fee-in-Lieu Amount.

4.5 **FIL Term.**

4.5.1 **Commencement.** The Parties acknowledge that the FIL Term of the Fee-in-Lieu for any Subsequent Property not covered by Subsection 4.1 may be different from, *i.e.* shorter than, the FIL Term of the Project Property and that the FIL Term of the Fee-in-Lieu for the Project Property and for each Subsequent Property not covered by Subsection 4.1 shall commence ("**Commencement Date**") on the first January 1st on or after the COC Date for the first Phase whose total cost, when added to the total cumulative costs of any and all other Phases completed prior to such Phase, in the aggregate satisfies the Minimum Investment in accordance with Subsection 2.4 or for each Subsequent Property thereafter (collectively "**First Assessment Date**") and shall continue for the FIL Term thereafter. (As used hereinafter, the term "**First Assessment Year**" shall mean the Tax Year beginning with the First Assessment Date and ending on December 31st of the same Tax Year.) For example, if the COC Date for the Project Property is June 15, 2017, then the Commencement Date and First Assessment Date with respect to the Project Property would be January 01, 2018, and the First Assessment Year for the Project Property would be 2018.

4.5.2 **Completion of Construction Date.** The "**COC Date**" means, for each Phase of the Project Property and any Expansion Property not covered by Subsection 4.1, the date of the certificate of occupancy issued by the appropriate governmental agency authorizing the taking of possession and occupancy by Clinic of each Building and, for any Additions Property and/or Replacements Property, as applicable, the date on which such installation thereof is complete and such Additions Property and/or Replacements Property first becomes operational.

4.5.3 **Effect of Termination.** Upon the expiration of the FIL Term of the Fee-in-Lieu or early termination of the Agreement with respect to the Eligible Property, all Eligible Property shall then begin to be assessed and taxed in full based on the then true value of that Eligible Property (*i.e.*, reflecting the effect of all applicable depreciation as permitted or required by Tax laws and/or regulations of the State and DOR, respectively), except to the

extent such Eligible Property then becomes subject to a Back-Up Exemption or a Back-End Exemption pursuant to Subsection 2.5 or Paragraph 5.1.2, respectively.

- 4.5.4 **Commencement Date.** In order to establish the Commencement Date and commence the FIL Term of the Fee-in-Lieu for the Project Property, Project Owner shall give notice to the Council (by filing with the Clerk of the Council), with a copy to the Tax Assessor, in the form of an affidavit signed by Project Owner, by April 1st of the Tax Year in which occurs the COC Date, which affidavit shall specifically indicate the COC Date and contain a detailed list of the capital costs incurred by Project Owner with respect to the then completed Phases of the Project Property or Subsequent Property subject to the Fee-in-Lieu, divided into real property, real property improvements, any Leasehold Interest, and/or tangible personal property (which must also be included in the first personal property rendition filed by the Project Owner for the Project).
- 4.6 **Millage Changes.** Clinic agrees that, if the aggregate City, School District and/or College District millages (collectively the “**Total Millages**”) increase or decrease and such increase or decrease is applicable generally to City taxpayers located in the same applicable taxing district as the Park, then the annual Fee-in-Lieu Amount will increase or decrease based upon the annual Taxes resulting from such higher or lower annual Total Millages. However, the City agrees that, unless Clinic, specifically and expressly consents thereto in writing, no additional Taxes, franchise fees or special assessments which are not imposed generally against all taxpayers located in the same applicable taxing district as the Park will be imposed by the City against Project Owner or the Eligible Property or any Subsequent Property (or any part thereof) during the FIL Term of the Fee-in-Lieu.
- 4.7 **Approvals.** Pursuant to the FIL Certificate, the MDA gives its consent and approval to the terms and provisions of the Fee-in-Lieu.
- 4.8 **Legal Requirements.** The Parties agree that the Fee-in-Lieu shall always be subject to the minimum requirements of State law as provided in the FILA Statute as in effect at the time of its grant; specifically, the Fee-in-Lieu Amount shall not be less than one-third (1/3) of the then current total Taxes which would otherwise be leviable, assessable and collectible from time-to-time by the City with respect to the Eligible Property and any Subsequent Property subject to the Fee-in-Lieu.
- 4.9 **Character.** The intention of the Parties is that the Fee-in-Lieu Amounts paid shall be deemed to be and shall constitute a “tax equivalency payment or other payment in lieu of a tax” within the meaning of Treasury Regulation § 1.141-4(e)(5) for any and all purposes.
- 4.10 **Valuation Procedures.** During the FIL Term of this Agreement, the City and Project Owner will, with respect to the Fee-in-Lieu, follow the statutory procedures for the assessment of the Eligible Property up until the point that the

tax rolls are approved by the DOR. Such procedures shall include an annual rendition of personal property by Project Owner to the Forrest County ("**County**") Tax Assessor ("**Tax Assessor**"), annual determinations of true value and assessed value by the Tax Assessor of the Eligible Property and any Subsequent Property subject to the Fee-in-Lieu, and annual determinations of otherwise applicable Tax millage rates, as provided by statute, by the Council. The otherwise leviable and assessable Taxes will then be determined based upon the assessed value of Eligible Property and any Subsequent Property and the Total Millages for the applicable Tax Year, and the Fee-in-Lieu Amount on the Eligible Property and any Subsequent Property will be calculated based on the FIL Percentage of that amount; *provided, however*, that nothing contained in this Subsection 4.10 shall be deemed to imply Project Owner's agreement with respect to, or to prevent Project Owner's ability to contest, such annual valuations. The City Clerk/Tax Division of the City of Hattiesburg ("**City Clerk**") will annually calculate the Fee-in-Lieu Amounts on the Eligible Property.

- 4.11 **Statements of Payments Due.** For each Tax Year during the FIL Term of the Fee-in-Lieu, the City Clerk shall then provide Project Owner directly with a written statement setting forth the Fee-in-Lieu Amount due for such Tax Year and the underlying calculations used to compute such Fee-in-Lieu Amount. Such written statements shall be sent to Project Owner at the address shown in Subsection 6.16 hereof unless the City Clerk is notified in writing to submit the written statements to a different address. The City Clerk shall use his/her best efforts to provide such written statements to Project Owner by December 15th of each Tax Year preceding the payment due date, but in no event will such statements be provided later than December 31st of each Tax Year preceding the payment due date or the date when the annual Tax bills are provided by the Tax Collector of the County to other City taxpayers, whichever is earlier.
- 4.12 **Payee.** Project Owner agrees that it shall annually pay the School share and the College Share of the Fee-in-Lieu Amount to the City Clerk, who shall then apportion and disburse such School Share and College Share received among the School District and College District in accordance with Paragraph 4.3.1 and shall retain the City Share of the Fee-in-Lieu Amount on behalf of the City in accordance with Paragraph 4.3.2.
- 4.13 **Due Date.** Project Owner agrees to pay the Fee-in-Lieu Amount on the Eligible Property and any Subsequent Property by the date otherwise required by State law for the payment of Taxes for the same Tax Year with respect to which the Fee-in-Lieu Amount is payable, *i.e.* on or before the first (1st) day of February immediately following the Tax Year with respect to which such Fee-in-Lieu Amount is payable. For example, if the requirements under Subsection 4.5 are satisfied for the Project Property on the Completion Date of June 15, 2017, the Project Owner would pay the Fee-in-Lieu Amount for the First Assessment Year (2018) for the Project Property which would otherwise have been subject to Taxes on or before February 01, 2019.

4.14 **Interest.** In the event that the Fee-in-Lieu Amount (or any part thereof) is not paid on or before ten (10) calendar days after its due date pursuant to Subsection 4.13, such delinquent amount shall accrue interest, beginning as of the original due date thereof, at the rate of one percent (1%) simple interest per calendar month (or part of a month) until such delinquent Fee-in-Lieu Amount or part thereof is paid. Project Owner shall pay such interest in addition to the delinquent Fee-in-Lieu Amount, which interest shall be apportioned as provided in Subsection 4.3 and paid in accordance with Subsection 4.12.

4.15 **Disputes.**

4.15.1 **Right to Contest.** Notwithstanding anything contained in this Agreement expressly or impliedly to the contrary, the Parties acknowledge and agree that nothing in this Agreement is meant, or shall be deemed, to prevent Project Owner from exercising any and all applicable rights and remedies available to it under State law to contest any valuation, valuation methodology, classification, depreciation or depreciation methodology with respect to any Eligible Property or any Subsequent Property.

4.15.2 **Appeal.** The Parties agree that any dispute concerning valuation of any Eligible Property or any Subsequent Property or the liability for Taxes otherwise leviable and assessable thereon for purposes of the calculation of the Fee-in-Lieu Amounts hereunder shall first be submitted to the Council. In such case the same time frame and rules as are set out in the Code for protests of assessments to the Board of Supervisors of the County ("**Board**") shall govern, excluding, however, the treatment of any appeal of a final order of the Board.

4.15.3 **Litigation.** In the event that there remains a dispute regarding the valuation of Eligible Property or any Subsequent Property after approval of the assessment rolls by the Board or the annual Fee-in-Lieu Amount after issuance of the annual Fee-in-Lieu statement pursuant to Subsection 4.11, the Parties will first confer in good faith. If they do not agree, any Party may bring an action in a court of competent jurisdiction to resolve the dispute. The Parties acknowledge and agree that, since a Fee-in-Lieu is not a Tax, the case need not be filed or prosecuted as a Tax appeal pursuant to Code § 11-51-77 or § 27-35-119(2) or other statutory procedures.

4.16 **Failure to Operate.**

4.16.1 **Termination of Fee-in-Lieu.** The City, with the approval of the MDA, may terminate this Agreement prospectively for the balance of the FIL Term of any Fee-in-Lieu under this Agreement, if Project Owner discontinues operations of the Park (or any portion thereof) the deletion of whose original costs from the total aggregate original cost for the Phases and any Subsequent Property would cause the total costs not to satisfy the

Investment Minimum) or does not cause the Park to be so operated as a HCIF certified by the MDA as “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), except as a result of a Force Majeure Event, with any such termination to be effective prospectively on the first day of the first Tax Year following the Tax Year in which occurs such discontinuance of operations.

4.16.2 **Termination of Exemptions.** If Project Owner ceases to operate the Park (or any portion thereof), or to cause the Park to be so operated, as a HCIF certified by the MDA as “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), except as a result of a Force Majeure Event, any Exemptions previously granted to Project Owner under this Agreement shall automatically be terminated with respect to the Park (or, if less, the portion thereof no longer being operated) prospectively on the first day of the first Tax Year following the Tax Year in which occurs such discontinuance of operations, for the unexpired prospective balance of the term granted for any such Exemption.

4.17 **Exclusivity of FIL Statute.** The City hereby acknowledges and agrees that the Fee-in-Lieu is separate from and independent of the Exemptions; that the Fee-in-Lieu is finally granted to Project Owner on the Eligible Property (and to Development on the Leased Property to the extent, if any, technically required by State law) and on any Subsequent Property not covered by Subsection 4.1 pursuant to this Agreement upon the Effective Date in accordance with the procedures for its consideration and approval in the FIL Statute; that the provisions of § 27-31-107 of the Statutes regarding the procedures for application and approval of the Exemptions are not applicable to the granting of the Fee-in-Lieu; and that no additional review or approval of the Fee-in-Lieu being granted to Project Owner is required by the Statutes or by the DOR.

5. **ADDITIONAL CAPITAL INVESTMENT.**

5.1 **Expansion/Additions/Replacement Property.**

5.1.1 **Fee-in-Lieu Coverage.** The City agrees that, if any Subsequent Property is added by Project Owner with respect to the Park and such Subsequent Property is not the subject of its own separate Fee-in-Lieu or Exemption pursuant to Subsection 5.2 or 5.3, respectively, then the Subsequent Property shall nevertheless not be subject to Taxes to the extent of the Abatement of Taxes provided by, and for the remainder of the FIL Term of, the Fee-in-Lieu subsequent to such acquisition or Completion of Construction Date of the Subsequent Property, as applicable; and the Fee-in Lieu Amount set forth in Subsection 4.2 shall also be applied to the Subsequent Property pursuant to Subsection 4.4. In order to invoke this Paragraph 5.1.1, Project Owner shall give notice of such acquisition or COC Date of the Subsequent Property to the Council, with a copy to the Tax Assessor, in the form of an affidavit, signed by Project Owner if

owned by Development or by the Clinic if owned by the Clinic, which shall specifically include the Completion of Construction Date thereof and a detailed list of capital costs incurred with respect thereto, divided into real property, real property improvements, leasehold interest, and/or taxable tangible personal property. For each consecutive succeeding Tax Year during the remaining FIL Term of the Fee-in-Lieu for the Project Property following the First Assessment Year for such Subsequent Property, not covered by Subsection 4.1, as an incentive to maintain the Project Property in sound operating condition, the Fee-in-Lieu granted by this Agreement for the Project Property shall cover all Subsequent Property, not covered by Subsection 4.1, acquired or constructed by Development and leased to Clinic or by Clinic which is placed in service at or used in the Park during the prior Tax Year, and the Subsequent Property will be subject to this Agreement, but only for any unexpired portion of the FIL Term of the Fee-in-Lieu for the Project Property and only if the Project Owner or Clinic, as applicable, does not apply for a separate Exemption for such Subsequent Property. The following non-exclusive example illustrates how the Fee-in-Lieu is to be applied in this situation:

EXAMPLE: Assume that the Project Owner buys a new piece of equipment in Year 5 of the FIL Term of the Fee-in-Lieu for the Project Property to replace another asset previously subject to the Fee-in-Lieu. The asset is Replacement Property and thus also Subsequent Property as defined in this Agreement. This Replacement Property would be subject to the Fee-in-Lieu for the remaining five (5) years of the FIL Term of the Fee-in-Lieu for the Project Property if not subject to its own Exemption.

- 5.1.2 **Back-End Exemptions.** Notwithstanding any other provision of this Agreement expressly or impliedly to the contrary, with respect to any Subsequent Property which does not benefit from a Fee-in-Lieu for the entire FIL Term under Paragraph 5.1.1 due to being placed in service in a year during or after the First Assessment Year of the Project Property, the City hereby agrees, upon the timely and proper submission of an application and to the extent legally permissible and lawfully available under then applicable State law, to grant to Project Owner or Clinic, as applicable, any Exemptions for which the Subsequent Property is eligible ("**Back-End Exemptions**"), irrespective of the fact that such Subsequent Property may have previously benefited from a Fee-in-Lieu for a portion of the FIL Term of the Fee-in-Lieu; *provided, however*, that the cumulative, aggregate period during which the Subsequent Property is subject to and benefits from both a Fee-in-Lieu and a Back-End Exemption shall in no event collectively exceed the FIL Term. Back-End Exemptions may be applied for by Project Owner or Clinic either upon termination of the Fee-in-Lieu or at any other time permitted by the Statutes governing the Back-End Exemption, whether before or after termination of the Fee-in-Lieu. Any Back-End Exemption, even if applied

for prior to the termination of the Fee-in-Lieu, shall become effective for the next Tax Year following termination of the Fee-in-Lieu with respect thereto so that there is a continuous ten (10) year Abatement of Taxes in effect with respect to such Subsequent Property, but such Back-Up Exemption shall be for the full period of eligibility remaining under the applicable Back-End Exemption, not to exceed a total of ten (10) years from the date the Subsequent Property would have otherwise first become subject to Taxes and eligible for the Back-End Exemption. The following non-exclusive example illustrates how the Back-End Exemptions are to be applied in this situation:

EXAMPLE: Assume the same facts as in the prior example. Based on the date the Replacement Property became taxable in the City (Year 6), the Replacement Property enjoyed the benefits of the Fee-in-Lieu for only five (5) years, even though the Replacement Property would have been eligible for a full ten (10)-year Replacement Exemption. The City will grant, effective upon the expiration of the Fee-in-Lieu in Year 10, and upon the timely and proper submission of an application therefor, an applicable Replacement Exemption for an additional five (5)-year period. The result is that the Replacement Property will enjoy the benefits of the Fee-in-Lieu for the first five (5) years and the Back-End Exemption for the subsequent five (5) years, but the Replacement Property's cumulative Abatement period cannot and will not exceed ten (10) years in total.

- 5.2 **Subsequent Phases.** The City acknowledges that the Buildings which are the subject of this Agreement may be only the initial phase of Project Owner's and/or Clinic's larger plans for development at or contiguous to the Project Site. Project Owner or Clinic may identify additional, subsequent phases for which it may request the MDA and City to construe as additional "projects" for purposes of securing independent agreements for a Fee-in-Lieu of Taxes. The City hereby acknowledges that those subsequent phases are eligible to be treated as independent "projects" so long as each subsequent phase independently meets the Minimum Investment and any other statutory requirements for the Fee-in-Lieu.
- 5.3 **Optional Exemptions.** To the extent lawfully available to Project Owner or Clinic, the City agrees to grant maximum Exemptions to Project Owner or Clinic for any subsequent phases for which Project Owner or Clinic elects not to apply Subsections 5.1 or 5.2 upon proper and timely application by Project Owner or Clinic for such Exemptions pursuant to applicable State law.
- 5.4 **Other Incentives.** To the extent lawfully available to Project Owner or Clinic, Project Owner or Clinic shall be permitted to take full advantage of, and the City agrees that, upon receipt of a timely and proper application from Project Owner or Clinic, if required by applicable statutes, to approve and provide any additional exemptions from Taxes and other Tax incentives hereafter provided by State law which may be provided by, which are subject to the discretionary approval of, or which require the approval of, the City.

6. **MISCELLANEOUS.** The Parties agree, individually and collectively, as applicable, as follows:
- 6.1 **Amendments.** This Agreement may not be amended, modified, supplemented, waived or terminated orally, and any of the terms, covenants, representations, warranties or conditions hereof may be amended, modified, supplemented, waived or terminated only by a written instrument executed by the Party hereto (or the respective Permitted Successors/Assigns thereof) against which the enforcement of the amendment, modification, supplement, waiver or termination shall be sought.
- 6.2 **Waivers.** The failure or delay of any Party at any time or times to require the performance of any provision hereof shall in no manner affect the right of that Party at a later time or times to enforce performance of such provision. No waiver by any Party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
- 6.3 **Applicable Law.** This Agreement shall be governed by the laws of the State notwithstanding the fact that one or more of the Parties to this Agreement may be or may become a resident or a citizen of, or be or become domiciled in, a different state.
- 6.4 **Forum Selection.** Venue for any legal or equitable action arising from this Agreement shall be in the First Judicial District of Hinds County, Mississippi; *provided, however,* with respect to any dispute between the Parties not involving the MDA, the venue for any such actions arising from this Agreement shall be in Forrest County, Mississippi.
- 6.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each and all of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute but one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, each such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature were an original thereof.
- 6.6 **Headings.** The use of captions and headings in this Agreement are solely for convenience of reference and do not define, modify or limit any of the terms and provisions hereof and shall have no legal effect in construing the provisions of this Agreement.

- 6.7 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties for the purposes stated herein and supersedes any prior understandings, agreements or representations by or among the Parties, whether oral or written, with respect to the subject matter hereof. No other offers, agreements, understandings, warranties, or representations exist between the Parties with respect to the subject matter hereof.
- 6.8 **Statutory References.** Unless otherwise specifically indicated herein to the contrary, all references herein to statutory sections refer to the Mississippi Code Annotated of 1972, as amended (Supp. 2015).
- 6.9 **Severability.** If any section, subsection, paragraph, subparagraph, clause, subclause or other provision (collectively, solely for purposes of this Section 6.9, a “**Provision**”) of this Agreement be held illegal, invalid or otherwise unenforceable in any respect and for any reason whatsoever by any court of competent jurisdiction, the invalidity of such applicable Provision shall not invalidate or render unenforceable any of the remaining Provisions hereof; the validity, legality and enforceability of the remaining Provisions shall not in any way be affected or impaired thereby; and this Agreement shall be construed and enforced as if such illegal or invalid Provision had not been contained herein. In the event any such Provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable Provision that is as near in economic benefit to both Project Owner and the City as possible to the provision found to be invalid, illegal or unenforceable. If any Abatement or Exemption of Taxes provided in this Agreement is held to be illegal or invalid in whole or in part, this Agreement shall be construed to provide the maximum lawful Tax benefit to Project Owner for the maximum lawful term.
- 6.10 **Assignability.** Project Owner, singularly or collectively, may assign its rights under this Agreement to the following persons/entities as follows (collectively “**Permitted Successors/Assignees**”):
- 6.10.1 **Rights to Project.** Project Owner, singularly or collectively, may, without the consent of (but with prompt written notice to) the City, freely transfer all or any portion of its interests in the Park and Eligible Property to any one or more related or unrelated entities.
- 6.10.2 **Assignment to Purchaser of Facility.** Project Owner, singularly or collectively, may also, without the consent of (but with prompt written notice to) the City, freely assign all or any part of its rights under this Agreement with respect to the Park and Eligible Property to any one or more related or unrelated entities acquiring all or substantially all of the Park and Eligible Property, in which case any party who acquires the Park and Eligible Property, or any part thereof, shall succeed to the rights, privileges and obligations of, and shall be substituted for, Project Owner

under this Agreement, and Project Owner shall automatically be released from its obligations under this Agreement by such assignment.

6.10.3 **Collateral Assignments.** Notwithstanding anything to the contrary contained herein, all or any part of this Agreement may, in any and all circumstances and without the consent of the City (but with prompt written notice thereto), be collaterally assigned, and/or assigned outright upon a default in its obligations thereto, to or on behalf of any lenders to the Project Owner or to any other entity, providing financing for the Park and Eligible Property, by Project Owner, singularly or collectively, to or on behalf of such lenders, or any other entity, providing financing for the Park and Eligible Property. In the event of a collateral assignment to Project Company's lenders, the City shall promptly provide to such lenders any consent to collateral assignment reasonably requested by such lenders.

6.10.4 **Effect of Assignment.** Any such permitted assignment shall be binding upon, and inure to the benefit of, both the Parties hereto, their respective Permitted Successors/Assigns, and any owner of the Park and the Eligible Property which benefits from this Agreement to the same extent as if each such Permitted Successor/Assignee were in each case specifically named as a Party to and was a signatory of this Agreement, with such Permitted Successors/Assigns succeeding to the Tax benefits granted herein and all of the other rights, privileges and obligations of the Project Owner or other assignors under this Agreement in accordance with applicable State law.

6.10.5 **Notice.** In the event of any such assignment, Project Owner will provide prompt written notice of such assignment to the City so that the annual Fee-in-Lieu statement under Subsection 4.11 can be properly directed.

6.11 **Authority.** The Parties hereto recognize, acknowledge, and agree that the agreements contained herein have been the subject of arm's length negotiations between the Parties, and each of the Parties recognizes, acknowledges, represents, and warrants on their own behalf, that, to the best of their knowledge and to the extent permissible under applicable State law, the obligations set forth herein are the valid and legally and mutually binding reciprocal obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof. Each of the Parties and each of the officers or officials thereof represents and warrants that the terms and provisions of this Agreement applicable to, and his or her execution of this Agreement in the name of and on behalf of, such Party has been authorized and approved, as required by law, by any and all necessary actions of the applicable Council, board of directors, or other appropriate governing body of the Party and that such officer or official has been duly authorized by such Party and is authorized to execute this Agreement on behalf of and in the name of such Party.

- 6.12 **No Personal Liability.** The Parties acknowledge and agree that, except as may otherwise be required by any applicable provisions of the Tax statutes or State law, in no event shall any Person be personally liable to another Party for any payments, obligations or performance due under this Agreement, or for any breach or failure of performance of a Party hereunder, and that the sole recourse for payment or performance of the obligations hereunder shall be against the Parties themselves and each of their respective assets and not against any other Person, except for such liability as may be expressly assumed by an assignee pursuant to an assignment of, or pursuant to, this Agreement in accordance with the terms hereof. (“**Person**” shall mean, solely for purposes of this Subsection 6.12, an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, limited liability company, joint venture, state or local government or any political subdivision or department, agency or instrumentality thereof, or any other entity of whatever nature or of any individual, partner, member, shareholder, owner, officer, director, employee, affiliate, subsidiary, beneficiary, or elected or appointed public official of any Party.)
- 6.13 **Term of Agreement.** The Term of Agreement shall begin on the Effective Date and shall continue with respect to the Fee-in-Lieu at least until payment in full of the tenth and final Fee-in-Lieu Amount under the Fee-in-Lieu granted for the Eligible Property pursuant to Subsection 4.6; *provided, however*, that the provisions of Section 5 and any other applicable provisions of this Agreement shall survive the termination of the FIL Term, shall continue in full force and effect for the entire Term of Agreement, and shall continue to be construed and implemented in accordance and consistent with any other applicable terms and provisions of this Agreement.
- 6.14 **Validity/Effective Date.** This Agreement shall not be valid until executed by all of the Parties and consented to and approved by the MDA by its execution and delivery of the FIL Certificate and shall be effective as of the last date of execution of this Agreement by the respective Parties hereto and/or the FIL Certificate by the MDA, determined by reference to the dates set forth opposite their respective names on the signature pages attached hereto and in the FIL Certificate, respectively (“**Effective Date**”).
- 6.15 **Further Assurances.** Each Party agrees to do all things, take all required actions, and execute such further instruments or documents as any other Party may from time to time may reasonably request in order to confirm, carry out or more fully effectuate the transactions and results contemplated by this Agreement.
- 6.16 **Notices.** Any communication or notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent by a nationally-recognized overnight courier for delivery on the following business day; by first-class U.S. mail, postage prepaid, registered or certified; or by telex, telecopy or electronic mail (with such telex, telecopy or electronic mail to be confirmed

promptly in writing sent by mail or overnight courier as previously provided) - addressed as follows:

Development at: Hattiesburg Clinic Tatum Park Development, LLC
c/o Hattiesburg Clinic Professional Association
415 South 28th Avenue
Hattiesburg, Mississippi 39401
Attention: Chief Financial Officer
Fax: 601-268-5784

Clinic at: Hattiesburg Clinic Professional Association
415 South 28th Avenue
Hattiesburg, Mississippi 39401
Attention: Chief Financial Officer
Fax: 601-268-5784

with a copy to: Butler Snow LLP
Attorneys at Law
1020 Highland Colony Parkway, Suite 1400
Post Office Box 6010
Ridgeland, Mississippi 39157
Attention: W. Eugene Magee
Fax: 601-985-4500

City at: President
City Council
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

and

Mayor
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

with a copy to: Clerk of the Council
City Council of the City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

and

City Attorney
City of Hattiesburg
Post Office Box 1624
Hattiesburg, Mississippi 39403
Fax: 601-582-4140

and

Director of Administration/City Clerk
City of Hattiesburg
Post Office Box 1624
Hattiesburg, Mississippi 39403
Fax: 601-582-4140

MDA at: Mississippi Development Authority
501 North West Street (39202)
P. O. Box 849
Jackson, Mississippi 39205-0849
Attention: Executive Director
Fax: 601-359-3613

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to this Subsection 6.16.

- 6.17 **Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, shall be construed to give any person or entity (other than Development and the Parties hereto and their Permitted Successors/Assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision contained herein.
- 6.18 **Presumption.** No presumption will apply in favor of any Party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.
- 6.19 **Force Majeure.** The commitments and obligations set out in this Agreement shall be subject to adjustment upon the occurrence and during the continuation of any event constituting a Force Majeure Event. For purposes of this Agreement, a "**Force Majeure Event**" shall mean any failure or delay by any Party hereto to perform its obligations and commitments under the terms of this Agreement by reason of a hurricane, tornado, other natural disaster or other act of God; war, insurrections, riots, civil insurrection or disturbance; orders or other acts of any kind of any department, agency, instrumentality or institution the government of the United States, the State or City; epidemics, explosions, terrorism; failure of utilities for an extended period of time; the inability of the Project Owner to obtain component materials, machinery and equipment or construction services due to a lack of necessary rail, trucking or port services, strikes or other labor

disturbances; or any other similar event beyond the reasonable control of Project Owner, any of which events must occur in the United States and materially impact construction of the Park and must not be caused, directly or indirectly, by the Project Owner, in order to constitute a Force Majeure Event. If a Force Majeure Event should occur, the Parties agree to negotiate in good faith to resolve any such situation in the best interest of the Project. Notwithstanding the foregoing, no event will be considered a Force Majeure Event if and to the extent that the Project Owner could have prevented the event by taking reasonable precautions. A change in law shall not be a Force Majeure Event.

6.20 **Interpretation.** This Agreement shall be subject to interpretation as follows:

- 6.20.1 Unless the context requires otherwise, the definitions in Section 1 shall apply equally to both the singular and plural forms of the terms defined, and the gender of pronouns used herein shall include the corresponding masculine, feminine and neuter forms.
- 6.20.2 The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation."
- 6.20.3 When used herein, the terms "shall" or "will" are mandatory words unless expressed otherwise, while the term "may" is a permissive word unless expressed otherwise.
- 6.20.4 The words "herein," "hereof," "hereto," and "hereunder," "hereunto," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement, unless the context shall otherwise require.
- 6.20.5 All references herein to Preamble, Background, Articles, Sections, Subsections, Paragraphs, Subparagraphs, Clauses, Appendices, Exhibits and Schedules shall be deemed to be references to the Preamble, Background, Articles, Sections, Subsections, Paragraphs, Subparagraphs, Clauses, Appendices, Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

- 6.20.6 Unless expressly described to the contrary, references in this Agreement to (i) any document, instrument or agreement (A) shall include all exhibits, schedules, appendices and other attachments thereto, (B) shall include all documents, instruments or agreements issued or executed in replacement or substitution thereof, and (C) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, amended and restated, supplemented or otherwise modified (or reaffirmed by any reaffirmation or other agreement) from time to time and in effect at the time of determination (subject, in each case, to any restrictions on such amendments, restatements, supplements or modification set forth herein) and (ii) provisions of any statute, rule or regulation or other similar governmental pronouncement shall include any successor provisions thereof.
- 6.20.7 Whenever a period of time prescribed in this Agreement for the performance of any obligation expires on, or a day or date set forth for performance of an obligation falls on, a Saturday, Sunday or a recognized legal holiday in the State, then such expiration of a period of time or such date shall be delayed and shall be deemed to occur on the next following business day.
- 6.20.8 Words in this Agreement which are capitalized are intended as defined terms and may actually be defined in a provision of this Agreement other than Section 1 and at a point in this Agreement subsequent to the first appearance of such capitalized word or words.
- 6.20.9 All Appendices, Exhibits and Schedules being referenced herein as being attached hereto shall be deemed to be incorporated herein by reference and expressly made a part hereof for all purposes as if fully copied herein, and are numbered to correspond to the provision of this Agreement to which they related.

6.21 **Binding Effect.**

6.21.1 The Park is an “economic development project” to which the State has committed or will commit state funds in the form of the DIP Grant in order to incentivize Project Owner to locate its HCIF in, and to create the City Jobs in, the State, pursuant to Code § 17-25-27(1).

6.21.1.1 The Council is authorized by Code § 17-25-27(2)(b), in order to bind future city councils of the City, to enter into this Agreement for a period of up to twenty (20) years (“**Term of Agreement**”), thus requiring such future city councils to approve any request for an Exemption from Taxes made in accordance with this Agreement and in the manner provided by State law for the applicable maximum term; provided, however, that, pursuant to Code § 27-31-104(4), the term for which a Fee-in-Lieu granted

under this Agreement shall not exceed a single FIL Term commencing on the COC Date.

6.21.1.2 The Council does, therefore, as authorized by Section 17-25-27 of the Code, hereby express its intention to, and does hereby, bind, for the Term of Agreement, future city councils of the City to approve and grant any request under this Agreement for an Exemption from Taxes made in the manner provided by State law for the applicable maximum term.

6.21.2 Pursuant to Code § 27-31-104(4), this Agreement shall become a binding obligation of the Parties effective upon both its execution by the Parties and its approval by the MDA and shall then be binding, according to its terms, on future city councils of the City for the duration of the Agreement.

6.21.3 Notwithstanding Code §§ 27-31-104(4) & 17-25-27, Paragraphs 6.21.1 and 6.21.2, and Subparagraphs 6.21.1.1 and 6.21.1.2, the City hereby expressly acknowledges and agrees that, upon commencement of construction of the first Building, Project Owner will have already commenced Project Owner Performance of this Agreement in reliance upon the Inducement provided and to be provided by the City for the Park in accordance with this Agreement and that this Agreement will, consequently, no longer be executory in nature and is intended to be fully enforceable between and among the Parties to the fullest extent provided by State law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT

BLANK – SIGNATURE PAGES FOLLOW]

Execution

IN WITNESS WHEREOF, the Clinic has caused its name to be hereunto subscribed on its behalf of and in its name by and on its behalf by its President and the City has caused its name to be hereunto subscribed and attested on its behalf of and in its name by the Council President and the Mayor, respectively, acting in their official capacities, on the dates set forth opposite their respective names, having first been duly authorized by such Parties to do so; and the MDA has caused its name to be subscribed by its Executive Director, on its behalf and for and on behalf of the State of Mississippi, to the "Certificate Of Final Approval of the Mississippi Development Authority" attached hereto as Exhibit 2.2, on the date set forth opposite his name thereon, being duly authorized by the MDA to do so.

Clinic:

HATTIESBURG CLINIC
PROFESSIONAL ASSOCIATION

Date: _____, 2016

By: _____
John M. Fitzpatrick, President

City:

CITY OF HATTIESBURG, MISSISSIPPI

Date: October 18, 2016

By: _____
Carter Carroll, President, City Council

ATTEST:

By: _____
Debbie Bernardo, Clerk of Council

Date: October 18, 2016

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

ATTEST:

By: _____
Kermas Eaton, City Clerk

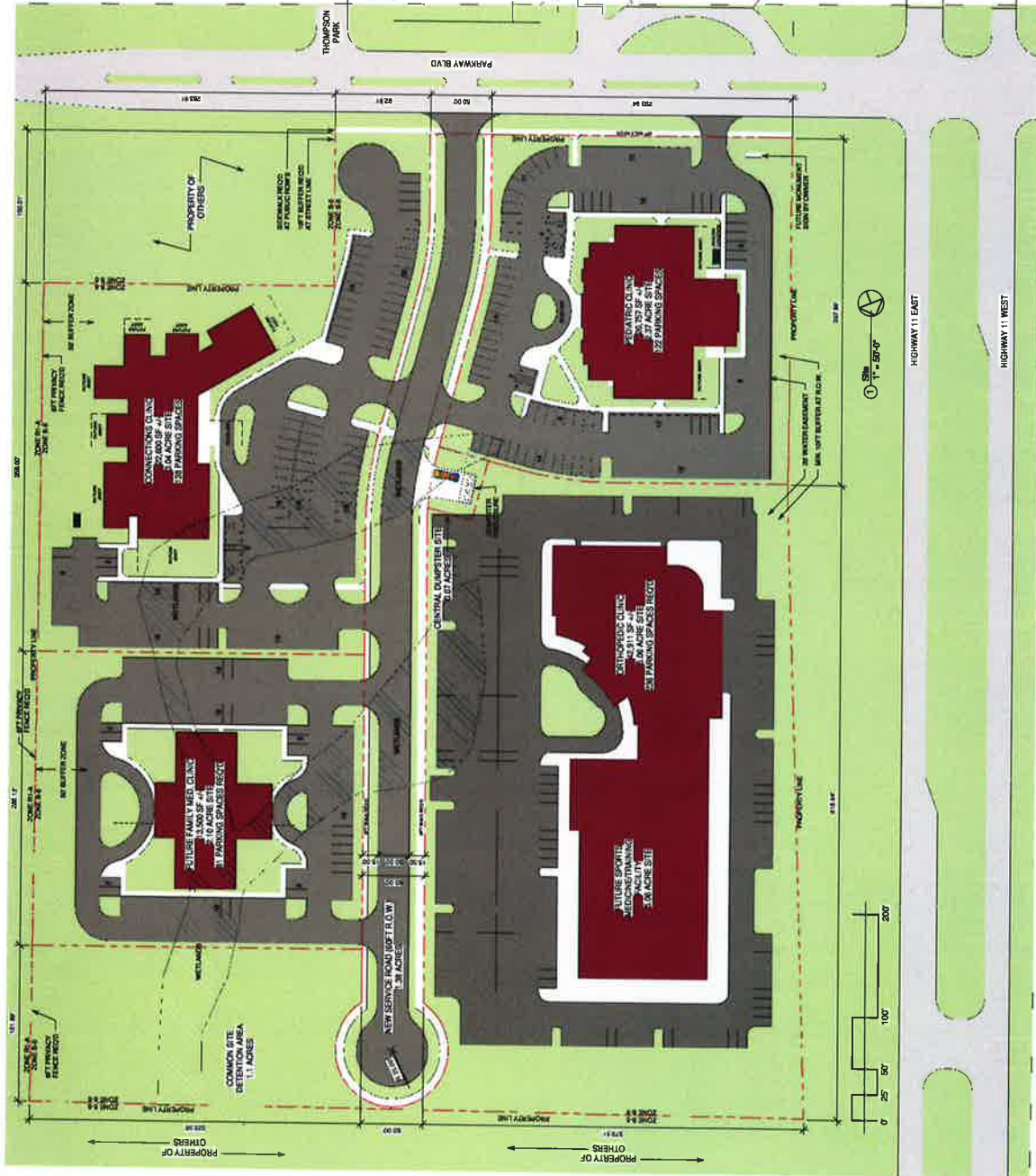
MDA: MISSISSIPPI DEVELOPMENT AUTHORITY,
acting for and on behalf of itself and the State of
Mississippi

By: [See Separate FIL Certificate Attached as
Exhibit 2.2]
Glenn McCullough, Jr.,
Executive Director

EXHIBIT (1)
Survey of Project Site

EXHIBIT (2)

Site Map



A101

PERKINS & WILLIAMSON
ARCHITECTS, P.A.

SHEET NO. 15-002
PROJECT NO. 15-002
DATE 10/31/21
SCALE 1"=60'-0"
DRAWN BY CM
CHECKED BY CM
REVISED

OVERALL SITE
PLAN



HATTIESBURG, MISSISSIPPI

HWY 11 / PARKWAY BLVD SITE
HATTIESBURG CLINIC, P.A.

PERKINS & WILLIAMSON
ARCHITECTS, P.A.
4000 Main Street, Ste 200
Hattiesburg, Mississippi 39202
601-553-2000 Office
601-553-2000 Fax
info@perkinswill.com

EXHIBIT (7)-1

Legal Description of Pediatric Site/Leased Property

EXHIBIT (7)-1

LEGAL DESCRIPTION OF PEDIATRIC SITE

HATTIESBURG CLINIC TATUM PARK DEVELOPMENT LLC

A parcel of land located in part of the SE 1/4 of the NW V₄ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11, said point is also the POINT OF BEGINNING; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin; thence leaving said east right-of-way run S65°44'07"E for 172.73 feet to a set iron pin; thence along a curve to the right for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet a chord length of 91.11 feet and a chord bearing of S58°14'07"E; thence run S50°44'07"E for 80.86 feet to a set iron pin; thence run S39°15'53"W for 145.61 feet to a set iron pin; thence along a curve to the left for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of S31°45'53"W; thence run S24°15'53"W for 75.48 feet to a set iron pin on the north right-of-way of Parkway Boulevard; thence run N65°41'50"W along said north right-of-way for 295.44 feet back to the POINT OF BEGINNING; Said parcel contains 2.375 acres more or less.

30056079v1

EXHIBIT (7)-2

Legal Description of Clinic Site

EXHIBIT (7)-2

LEGAL DESCRIPTION OF CLINIC SITE

HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION

A parcel of land located in part of the NE 1/4 of the SW 1/4, part of the SE 1/4 of the NW 1/4, part of the SW 1/4 of the NE 1/4, and part of the NW 1/4 of the SE 1/4, all lying in Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin and the POINT OF BEGINNING; thence continue N24°53'45"E along said east right-of-way for 16.88 feet to a found concrete right-of-way marker; thence continue along said east right-of-way N22°22'20"E for 598.83 feet to a found concrete right-of-way marker; thence continue along said east right-of-way N25°20'53"E for 1.70 feet to a set iron pin; thence leaving said east right-of-way run S65°04'10"E for 754.69 feet to a found iron pin; thence run S24°45'25"W for 797.01 feet to a found iron pin; thence run N65°39'51"W for 133.55 feet to a found iron pin; thence run N65°39'27"W for 150.11 feet to a found iron pin; thence run S24°18'01"W for 150.11 feet to a found iron pin on the north right-of-way of Parkway Boulevard; thence run N65°38'18"W along said north right-of-way for 59.93 feet to a found iron pin; thence continue along said north right-of-way N65°41'50"W for 92.84 feet to a set iron pin; thence leaving said north right-of-way run N24°15'53"E for 75.48 feet to a set iron pin; thence along a curve to the right for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of N31°45'53"E; thence run N39°15'53"E for 145.61 feet to a set iron pin; thence run N50°44'07"W for 80.86 feet to a set iron pin; thence along a curve to the left for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet, a chord length of 91.11 feet and a chord bearing of N58°14'07"W; thence run N65°44'07"W for 172.73 feet back to the POINT OF BEGINNING. Said parcel contains 12.757 acres more or less.

30055451v1

EXHIBIT (12) – 1
Forrest General Letter of Support



May 4, 2015

Financial Resources Division
Mississippi Healthcare Industry Zone Act
Mississippi Development Authority
P.O. Box 849
Jackson, MS 39205

Subject: Hattiesburg Clinic Professional Association
Application for Mississippi Healthcare Industry Zone Act

To Whom It May Concern:

I am the Chief Executive Officer for Forrest General Hospital which is a 512 bed acute care facility located in Hattiesburg, Mississippi and operating under a Certificate of Need issued by the State of Mississippi. I am aware of Hattiesburg Clinic's desire to construct three additional medical office buildings within five miles of our facility. My understanding of the project is that the additional space will provide the Clinic an opportunity to continue to grow its physician base which provides inpatient services to our Hospital. This will be good for us as South Central Mississippi continues to need additional physicians in the specialties of orthopedics and pediatrics.

Forrest General Hospital supports the Hattiesburg Clinic's development of new medical office space that will provide the ability to recruit additional physicians and allied health providers to meet the healthcare needs of our region. Forrest General Hospital believes this expansion will benefit the healthcare services provided in our area.

If any additional information is needed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Dillard", with a long horizontal line extending to the right.

Evan Dillard

EXHIBIT (12) - 2

Copy of HCIF Certificate Issued by MDA

**ORDER OF THE MISSISSIPPI DEVELOPMENT AUTHORITY
DIRECTING THE ISSUANCE TO HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION
OF A HEALTH CARE INDUSTRY FACILITY CERTIFICATE**

WHEREAS, this Authority has heard and taken oral and documentary evidence and has made full investigation of the matter and on the basis thereof does hereby find and determine as follows:

Hattiesburg Clinic Professional Association qualifies for assistance under the Mississippi Health Care Industry Zone Act, pursuant to Section 57-117-1, et seq., Mississippi Code of 1972 Annotated, as Amended.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

The Health Care Industry Facility Certificate (the "Certificate") requested by Hattiesburg Clinic Professional Association (the "Company") is hereby granted and issued in the following form and conditions:

HEALTH CARE INDUSTRY FACILITY CERTIFICATE: HC-22

ESTIMATED JOB CREATION COMMITMENT: 79

ESTIMATED INVESTMENT COMMITMENT: \$26,382,000

ELIGIBLE SITE - LOCATION:

Intersection of Hwy. 11 and Parkway Blvd.
Hattiesburg, Mississippi

DATE OF CERTIFICATE: May 29, 2015

This Certificate is hereby approved subject to the approved application and representations made by the Company therein.

The thresholds established in this Certificate shall remain constant for the duration of the project.

It is understood the Company has 60 months from the date of this Certificate to meet its job creation commitment of at least twenty-five jobs and such job figures must be confirmed by the Mississippi Development Authority or make a minimum capital investment of ten million dollars within 24 months from the date of certification.

Approved by


Manning McPhillips
Interim Executive Director



EXHIBIT (21)
Development Affidavit

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, John M. Fitzpatrick ("Affiant"), who, being first duly sworn by me, upon oath states as follows:

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

(1) Affiant is the President of Hattiesburg Clinic Professional Association, a Mississippi professional corporation ("Clinic"), which is the Managing Member of Hattiesburg Clinic Tatum Park Development LLC, a Mississippi limited liability company ("Development"), and, in such capacity, Affiant executes this Affidavit solely for such limited purposes herein specifically indicated and for no other purposes.

(2) In order to meet the increasing health care demands for behavioral health, pediatric, and orthopedic services in southeast Mississippi, Clinic and Development (collectively "Project Owners") propose to jointly design, construct and develop a new medical office park ("Park") on fifteen (15) acres of land located at the corner of U. S. Highway 11 and Parkway Boulevard ("Project Site") in the City of Hattiesburg ("City") for the sole and exclusive use by Clinic.

(3) The Park will be composed of three (3) buildings ("Buildings"), one of which will be the Pediatric Clinic building ("Pediatric Clinic" and "Pediatric Building"). The Pediatric Building will contain approximately 22,000 square feet. Construction of the Park will begin and will be completed in phases. Site work on the Project Site commenced in late July, 2015 in order to facilitate the final layout of the Buildings. The Pediatric Building will be the first Building constructed. Actual construction of the Pediatric Building should take approximately twelve (12) months, with construction commencing about March, 2016, and being completed about January, 2017.

(4) Due to certain Financing (*see* (6) below) considerations, the portion of the Project Site necessary for the Pediatric Building has previously been sold by the Clinic to Development ("Pediatric Site"), a legal description of which is attached hereto as "Exhibit (4)," and the Pediatric Building (collectively with the Pediatric Site, the "Development Project") will be owned by Development but will be constructed by Development in accordance with the design and specifications of Clinic. The Development Project will then be leased entirely to Clinic under a certain lease ("Lease") between Clinic and Development ("Leased Property"). The remainder of the Project Site will be owned by Clinic. The other Buildings will be constructed and owned by Clinic on the remainder of the Project Site owned by Clinic ("Clinic Project" and, together with the Development Project, collectively the "Project"). The Development Project will, consequently, consist of the Pediatric Building, Pediatric Site, any other real property improvements owned by Development on the Project Site, and a real property interest

of Clinic in the form of a leasehold interest in the Leased Property ("**Leasehold Interest**"). As a result, title to the Leased Property will be held by Development, with such Leased Property, however, being leased exclusively to Clinic. Consequently, Clinic will have an exclusive Leasehold Interest in the Leased Property owned by Development.

(5) The total capital expenditures for the Development Project in the City are currently estimated by the Project Owner to be approximately Six Million Two Hundred One Thousand Dollars (\$6,201,000.00) ("**Development Investment**").

(6) Development is directly owned eighty-eight percent (88%) by the Clinic and twelve percent (12%) by Care Management Organization, LLC, a Mississippi limited liability company, which is a fifty percent (50%)/fifty percent (50%) joint venture ("**Joint Venture**") between the Clinic and Forrest General Hospital Managed Care Services, Inc. ("**Forrest General**"), with the Clinic thus having a total aggregate direct and indirect ownership interest in Development of ninety-four percent (94%) and Forrest General having an indirect ownership interest in Development of six percent (6%). Development is a special purpose, single-project entity required for the financing of the Development Project by Clinic using certain State and federal "new markets tax credits" financing ("**Financing**"). Following the end of the seven (7) year compliance period for the Financing, Development will probably be dissolved.

(7) Since the Leased Property is owned by Development, Development has the legal responsibility for the payment to the City of the ad valorem real and personal property taxes ("**Taxes**") with respect thereto. However, as between the Development and Clinic, the Lease contains certain specific provisions with respect to the contractual allocation of the economic responsibility and burden for the Taxes on the Leased Property.

(8) Clinic has represented to Development that Clinic has negotiated a certain "Ad Valorem Property Taxes Agreement" ("**Agreement**") with the City pursuant to which Clinic (and indirectly Development as the property owner and taxpayer) is to be granted a certain fee-in-lieu amount ("**Fee-in-Lieu Amount**") on, *inter alia*, its Leasehold Interest, which Fee-in-Lieu Amount represents a two-thirds ($\frac{2}{3}$ rd) abatement ("**Abatement**") of the Taxes in the form of a payment in lieu of the Taxes otherwise due from Development on the Leased Property because of the use of such Leasehold Interests in the health care enterprise of Clinic. Pursuant to the Agreement the City Clerk/Tax Division of the City will annually calculate the Fee-in-Lieu Amount on the Leased Property and will then bill such resulting Fee-in-Lieu Amount directly to Development at the address indicated in "**Exhibit (8)**" attached hereto, with a copy to Clinic, in lieu of any Taxes on the Leasehold Interest.

(9) Since the Leasehold Interest of Clinic will not be assessed by the Tax Assessor of the County separately from Development's underlying fee ownership interest in the Leased Property, Development recognizes and acknowledges that it has the legal responsibility, as between the City and Development, to pay, and will pay, to the City Clerk/Tax Division such Fee-in-Lieu Amount in lieu of any Taxes otherwise due on the Leased Property, as directed in such Fee-in-Lieu Amount bill. Development will then, under the terms of the Lease, bill such Fee-in-Lieu Amount to Clinic in lieu of any Taxes on the Leasehold Interests. Since the Fee-in-Lieu Amount represents an Abatement and payment in lieu of the Taxes otherwise due by Clinic on the Leasehold Interest because of its use of such Leasehold Interest in its health care enterprise and

since Clinic has the contractual legal responsibility for the payment to Development of the Taxes with respect thereto, Clinic will, therefore, then have the contractually responsibility under the Lease to pay to Development the Fee-in-Lieu Amount instead of the Taxes otherwise due on the Leased Property. Therefore, even though title to the Leased Property remains in the name of Development, as between Development and Clinic, Clinic bears the ultimate responsibility and economic burden for the payment of the Fee-in-Lieu Amount with respect to its Leasehold Interest.

(10) In addition, the terms of the Lease will also result in the ultimate economic benefit of the Abatement of Taxes with respect to the Leasehold Interest granted to and/or for the benefit of Clinic by the City as a result of the location of its health care enterprise on the Leased Property in the City inuring directly to Clinic through a reduction of its responsibility for payment of Taxes to Development in an amount equivalent to such Abatement even though such Abatement, as a legal matter, results in a reduction of Taxes otherwise payable by Development to the City because Development will pass the entire economic benefit from its payment of the Fee-in-Lieu Amount directly to Clinic.

(11) Development, therefore, hereby executes this Affidavit in connection with the Agreement solely to indicate that Development is the owner and lessor to Clinic of such Leased Property but, pursuant to the terms of the Lease, both that, as between Development and Clinic, Clinic bears the ultimate responsibility and economic burden for the payment of the Taxes on its Leasehold Interest, and, consequently, of the Fee-in-Lieu Amount, with respect thereto and that, as between the Development and Clinic, the economic benefit from any Abatement of such Taxes, and, consequently, from the Fee-in-Lieu Amount, with respect thereto will inure directly to the benefit of Clinic, as well as solely for such other limited purposes herein specifically indicated and for no other purposes.

(12)


John M. Fitzpatrick
(Signature of Affiant)

SWORN TO AND SUBSCRIBED before me this the 1st day of March, 2016.


NOTARY PUBLIC

My Commission Expires:

4/24/2019
[AFFIX NOTARIAL SEAL]



Affidavit

EXHIBIT (4)

**Legal Description of Real Property Constituting
the Pediatric Site/Leased Property**

EXHIBIT (4)

LEGAL DESCRIPTION OF PEDIATRIC SITE/LEASED PROPERTY

HATTIESBURG CLINIC TATUM PARK DEVELOPMENT LLC

A parcel of land located in part of the SE 1/4 of the NW V₄ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11, said point is also the POINT OF BEGINNING; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin; thence leaving said east right-of-way run S65°44'07"E for 172.73 feet to a set iron pin; thence along a curve to the right for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet a chord length of 91.11 feet and a chord bearing of S58°14'07"E; thence run S50°44'07"E for 80.86 feet to a set iron pin; thence run S39°15'53"W for 145.61 feet to a set iron pin; thence along a curve to the left for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of S31°45'53"W; thence run S24°15'53"W for 75.48 feet to a set iron pin on the north right-of-way of Parkway Boulevard; thence run N65°41'50"W along said north right-of-way for 295.44 feet back to the POINT OF BEGINNING; Said parcel contains 2.375 acres more or less.

30055187v1

Affidavit

EXHIBIT (8)

Initial Mailing Address Designated by Development

Hattiesburg Clinic Tatum Park Development, LLC
c/o Hattiesburg Clinic Professional Association, Managing Member
415 South 28th Avenue
Hattiesburg, MS 39401
Attention: Chief Financial Officer

Or such other address as Development shall have most recently forwarded to the City Clerk/Tax Division of the City of Hattiesburg, Mississippi.

EXHIBIT 2.2
MDA Certificate

EXHIBIT 2.2

CERTIFICATE OF FINAL APPROVAL OF THE MISSISSIPPI DEVELOPMENT AUTHORITY

As required by Section 27-31-104, Mississippi Code of 1972 ("**Code**"), as amended effective February 08, 2016 by H.B. 1, § 21, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-104 are to such statute as so amended), the Mississippi Development Authority ("**MDA**"), an agency of and acting for itself and for and on behalf of the State of Mississippi, has reviewed certain applicable provisions of the Ad Valorem Property Taxes Agreement ("**Agreement**") between the City Council of the City of Hattiesburg ("**City**"), Mississippi, and Hattiesburg Clinic Professional Association ("**Clinic**"), which it deemed relevant to its statutory duties under Code § 27-31-104 and that relate to a Fee-in-Lieu of ad valorem property taxes approved by the City for the benefit of and granted to the Clinic.

MDA now finds that the relevant provisions of the Agreement (specifically including, but not necessarily limited, to §§ 2.2; 2.4; 4.1; 4.2; 4.3; 4.4; 4.5.1; 4.5.2; 4.7; 4.8; 5.1.1; 5.2; and 6.10 of the Agreement), regarding a Fee-in-Lieu under Code § 27-31-104, satisfy the statutory requirements of Code § 27-31-104 in that the Agreement: is made with respect to an "enterprise" as described in Code § 27-31-101(3)(j) ("**Enterprise**"); requires an investment of not less than Ten Million Dollars and Zero Cents (\$10,000,000.00) in the Enterprise in the State in order to qualify for the Fee-in-Lieu as required by Code §§ 27-31-104(1)(b) & 57-117-3(a)(i); provides that the Fee-in-Lieu will not be less than one-third (1/3rd) of the Taxes which would otherwise be levied and due on the assessable Eligible Property (as defined in the Agreement) as required by Code § 27-31-104(4); allows the school districts to receive their statutorily required pro rata share of the annual Fee-in-Lieu payment as required by Code § 27-31-104(4); and provides for a FIL Term of the Fee-in-Lieu of not more than ten (10) years as required by Code § 27-31-104(4). MDA does not express any opinion as to the other provisions of the Agreement not related to the application of Code § 27-31-104.

This Certificate of Final Approval is intended to and does constitute the statutorily-required final approval by the MDA, pursuant to Code § 27-31-104(3), of the Fee-in-Lieu for the Clinic's enterprise in the City of Hattiesburg, Mississippi, as satisfying the requirements of Code § 27-31-104.

APPROVED this the _____ day of _____, 2016.

MISSISSIPPI DEVELOPMENT AUTHORITY, for
itself and for and on behalf of the State of Mississippi

By: _____
Glenn McCullough, Jr., Executive Director

AD VALOREM PROPERTY TAXES AGREEMENT

Preamble

This AD VALOREM PROPERTY TAXES AGREEMENT ("**Agreement**"), dated as of its Effective Date, is made and entered into by and between the following (collectively the "**Parties**"): THE CITY OF HATTIESBURG ("**City**"), a political subdivision of the State of Mississippi ("**State**"), acting by and through its City Council ("**Council**"); and Hattiesburg Clinic Professional Association, a Mississippi professional corporation ("**Clinic**" and, together with its subsidiary, Hattiesburg Clinic Tatum Park Development LLC, a Mississippi limited liability company [**Development**"], solely for the limited purposes specified by Development in Exhibit (21) attached hereto, and with their Permitted Successors/Assigns, collectively "**Project Owners**").

Background

(1) Clinic is engaged in the practice of medicine by and through its duly licensed shareholders and employees, providing a wide range of primary and specialty physician care and ancillary health care services to patients primarily from the southeast area of the State. In order to meet the increasing health care demands for behavioral health, pediatric, and orthopedic services in southeast Mississippi, the Project Owners propose to jointly design, construct and develop a new medical office park ("**Park**") on fifteen (15) acres of land located at the corner of U. S. Highway 11 and Parkway Boulevard ("**Project Site**") in the City, a survey of which is attached hereto as "**Exhibit (1)**." Clinic will be the sole user of the Park.

(2) The Park will be composed of the following three (3) buildings totaling approximately eighty-seven thousand (87,000) square feet of medical office and treatment space: the Pediatric Clinic building ("**Pediatric Clinic**" and "**Pediatric Building**"); the Orthopedic Surgery & Physical Therapy building ("**Ortho/PT Clinic**" and "**Ortho/PT Building**"); and the Connections Behavioral Health Center building ("**Behavioral Clinic**" and "**Behavioral Building**," with the Pediatric Building, Ortho/PT Building and Behavioral Building collectively being the "**Buildings**"). The Pediatric Clinic, Ortho/PT Clinic, and Behavioral Clinic (collectively the "**Specialty Clinics**") are currently located in Clinic facilities that will no longer meet the patient demands for access to these clinical services. A proposed site map of the Buildings on the Project Site is attached hereto as "**Exhibit (2)**."

(3) In order to provide the most efficient access to care for its patients, the Pediatric Clinic operates twelve (12) hours per day, six (6) days a week and four (4) hours each Sunday afternoon, currently employing eight (8) physicians and one (1) nurse practitioner. In 2014, the Pediatric Clinic provided approximately 42,300 patient-service encounters, approximately one-third (1/3rd) of which were to Medicaid and uninsured patients. The Pediatric Building will contain approximately 22,000 square feet.

(4) The Ortho/PT Clinic employs seven (7) physicians, three (3) midlevel providers and fourteen (14) athletic trainers. An integral component of the Ortho/PT Clinic's services revolves around the Clinic's commitment to providing athletic trainers to public, private, and

parochial schools throughout its service area at no charge. These trainers enable the schools to provide athletics to their students in a safer and more controlled environment. In the absence of the Ortho/PT Clinic's commitment, this service would not exist for these schools. In 2014, the Ortho/PT Clinic provided approximately 29,000 patient-service encounters, representing an approximate twenty percent (20%) increase since 2012. The Ortho/PT Building will contain approximately 42,400 square feet.

(5) The Behavioral Clinic provides medical, educational, speech, language and mental health services for adults, children and teenagers for the prevention, diagnosis and treatment of mental, addictive and emotional disorders. The Behavioral Clinic is the only such mental health facility providing such comprehensive behavioral services in south Mississippi. The staff at the Behavioral Clinic includes psychiatrists, social workers, psychologists, child and adolescent counselors, speech/language pathologists and pediatric medical doctors who provide services in their particular area of expertise. In 2014, the Behavioral Clinic provided approximately 28,500 patient-service encounters, which represent an approximate fifty-two percent (52%) increase since 2010. The Behavioral Building will contain approximately 22,600 square feet.

(6) Construction of the Park will begin and will be completed in phases. Site work on the Project Site commenced in late August, 2015 in order to facilitate the final layout of the Buildings. Actual construction of each Building should take approximately twelve (12) months, and the Buildings will be constructed on approximately the following staggered schedule (singularly or collectively the "**Phase(s)**"):

	<u>Building</u>	<u>Commencement</u>	<u>Completion</u>	<u>"Phase</u>
(a)	Pediatric	March, 2016	February, 2017	<u>1</u> "
(b)	Ortho/PT	July, 2016	June, 2017	<u>2</u> "
(c)	Behavioral	August, 2016	July, 2017	<u>3</u> "

(7) Due to certain Financing considerations, the portion of the Project Site necessary for the Pediatric Building has previously been sold by Clinic to Development ("**Pediatric Site**"), a legal description of which is attached hereto as "**Exhibit (7)-1,**" and the Pediatric Building (collectively with the Pediatric Site, the "**Development Project**") will be owned by Development but will be constructed by Development in accordance with the design and specifications of Clinic. The Development Project will then be leased entirely to Clinic under a certain lease ("**Lease**") between Clinic and Development ("**Leased Property**"). The remainder of the Project Site will be owned by Clinic. The Ortho/PT Building and Behavioral Building will be constructed and owned by Clinic ("**Clinic Buildings**") on the remainder of Project Site owned by Clinic ("**Clinic Site,**" a legal description of which is attached hereto as "**Exhibit (7)-2,**" and, together with the Clinic Buildings, collectively the "**Clinic Project**" and, together with the Development Project, collectively the "**Project**"). The Project will, consequently, consist of the Pediatric Site, Pediatric Building, any other real property improvements owned by Development on the Pediatric Site, a real property interest of Clinic in the form of a leasehold interest in the Leased Property ("**Leasehold Interest**"), Clinic Site, Clinic Buildings, and

certain fixtures, machinery, equipment, furniture, furnishings, and other items of real and personal property to be constructed, purchased, installed, and owned and/or leased by the Clinic for the Buildings (collectively the "**Project Property**").

(8) The total capital expenditures for the Project Property in the City are currently estimated by the Project Owner to be approximately Twenty-Five Million Three Hundred Sixty-One Thousand Dollars (\$25,361,000) ("**Project Investment**"), allocated approximately as follows:

Development Project		\$6,201,000
Clinic Project:		
Land	\$2,228,000	
Ortho/PT Building	\$9,813,000	
Behavioral Building	\$4,719,000	
Personal Property	<u>\$2,400,000</u>	
		<u>\$19,160,000</u>
		<u>\$25,361,000</u>

(9) The Park should also result in the creation of approximately seventy-nine (79) additional new jobs in the City over a period of several years as the Project's capacity is reached ("**City Jobs**"), as well as result in an additional overall positive indirect economic benefit in the City in the form of temporary construction jobs, retention of other permanent jobs at the Specialty Clinics, and additional spending and taxes paid in the City, and will serve as a catalyst for additional private capital investment in the City (together with the Project Investment and City Jobs, collectively "**Economic Impact**").

(10) Development is directly owned eighty-eight percent (88%) by the Clinic and twelve percent (12%) by Care Management Organization, LLC, a Mississippi limited liability company ("**CMO**"), which is a fifty percent (50%)/fifty percent (50%) joint venture ("**Joint Venture**") between the Clinic and Forrest General Hospital Managed Care Services, Inc. ("**Forrest General**"), with the Clinic thus having a total aggregate direct and indirect ownership interest in Development of ninety-four percent (94%) and Forrest General having an indirect ownership interest in Development of six percent (6%). Development is a special purpose, single-project entity required for the financing of the Development Project by Clinic using certain State and federal "new markets tax credits" financing ("**Financing**"). Following the end of the seven (7) year compliance period for the Financing, Development will probably be dissolved.

(11) On May 14, 2012, the Mississippi Legislature adopted House Bill No. 1537, enacting the Mississippi Health Care Industry Zone Act effective July 01, 2012, which is now codified in § 57-117-1, *et seq.* (collectively the "**Act**"), of the Mississippi Code of 1972, as amended (Supp. 2013) ("**Code**"). Act § 57-117-3(c) provides for the Mississippi Development Authority, an agency of the State ("**MDA**"), to certify certain areas of the State meeting criteria established by Act § 57-117-5 as "health care industry zones" ("**HCIZ**"). Certain health care-related businesses which constitute a "health care industry facility" ("**HCIF**"), as defined in Act

§ 57-117-3(a), and located in a HCIZ are eligible for certification by MDA as a “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), making the “qualified business” eligible for certain State and City incentives, including either the payment of a fee-in-lieu (“**Fee-in-Lieu**”) equivalent to a portion of, and an abatement (“**Abatement**”) equivalent to the remaining portion of, and in lieu of, all ad valorem real and personal property taxes, both general and special, otherwise leviable, assessable and collectible by the City and due and payable on the HCIF (collectively “**Taxes**”), pursuant to Act § 57-117-7(2)(c), and Code § 27-31-104(1)(b), as amended effective February 08, 2016 by H.B. 1, § 21, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-104 are to such statute as so amended) and Code § 27-31-105(2) (collectively “**FIL Statute**”) or a new enterprise exemption (“**New Enterprise Exemption**”) pursuant to Act § 57-117-7(2)(d) and Code § 27-31-101(3)(j), *et al.* (specifically excluding Code §§ 27-31-104(1)(b) & 27-31-105(2), collectively the “**Statutes**”).

(12) Clinic filed its Application for a HCIF determination for the Project with the MDA in early May, 2015, which included a letter of support for the Project from Forrest County General Hospital, a copy of which is attached hereto as “**Exhibit (12)-1**.” The MDA has determined both that the Project Site is located in an HCIZ and that the Project is an HCIF. The MDA has issued its Health Care Industry Facility Certificate No. HC-22, dated May 29, 2015, to the Clinic (“**HCIF Certificate**”), a copy of which is attached hereto as “**Exhibit (12)-2**,” certifying that the Project is located in a HCIZ and is a HCIF, pursuant to Act § 57-117-3(a)(ii), as a business utilizing real property owned by and leased from Development and real and personal property owned by Clinic creating an aggregate minimum capital investment of at least Ten Million Dollars and Zero Cents (\$10,000,000.00) in the HCIZ (“**Minimum Investment**”).

(13) Clinic requested certain incentives from the City available to an HCIF under the Act, representing that these incentives were necessary to make the Project economically viable and commercially-competitive. The staff of the Area Development Partnership, as the economic development agency for the City, has assisted the Clinic in the development of the Project.

(14) Subject to the final capitalizable costs of the Project Property involving total expenditures in excess of the Minimum Investment, the Council, on behalf of the City, is authorized and empowered by the provisions, *inter alia*, of the FIL Statute and Act § 57-117-7(2)(c), to grant to the Clinic, subject to approval by the MDA, a Fee-in-Lieu for the Project, which is in lieu of all Taxes, including any Taxes required to be levied and assessed by the State under Code § 27-39-329 and other sections of the Code (collectively “**State Taxes**”) and Taxes for the Hattiesburg Public School District (“**School District**”) and for any other school purposes (specifically including Taxes for the applicable local community college district [“**College District**”]) (collectively “**School Taxes**” and, together with the State Taxes, collectively the “**Excluded Taxes**,” with all Taxes leviable, assessable and collectible by the City on the Project Property, with the exception of the Excluded Taxes, collectively being the “**City Taxes**”), otherwise leviable, assessable and collectible on all of the Project Property (including the value of the Leasehold Interest) in the amount of one-third (1/3) of the Taxes otherwise applicable, including the Excluded Taxes, for a maximum period of ten (10) years (“**FIL Term**”) commencing upon the Completion of Construction Date (“**COC Date**”). Therefore, this Council is authorized and empowered by the FIL Statute and Act to enter into a written Fee-in-Lieu agreement (“**Fee-in-Lieu Agreement**”) with the Clinic granting the Fee-in-Lieu for the FIL

Term with respect to the Project Property within the City, subject to approval by the MDA and subject to the Project Investment exceeding the Minimum Investment.

(15) Consequently, as an incentive for the Project Owner to develop the Project in the City by improving the economically feasibility of the Project, the Fee-in-Lieu has been the subject of negotiations between the City and the Project Owner, resulting in a commitment on behalf of the City to grant to the Clinic a Fee-in-Lieu in an amount equal to one-third ($\frac{1}{3}$) of the Taxes, including the Excluded Taxes, otherwise due and payable with respect to the Project Property ("**Fee-in-Lieu Amount**"), resulting in the Abatement of the remaining two-thirds ($\frac{2}{3}$) of such Taxes, including the Excluded Taxes, otherwise due and payable with respect to the Project Property ("**Abatement Amount**"), for the FIL Term, as authorized by Code § 27-31-104(1)(b) & (4) and Act § 57-117-7(2)(c).

(16) Clinic and the Project Property are also eligible for several exemptions from Taxes, as applicable, as follows:

(a) The New Enterprise Exemption under § 27-31-101(3)(j) of the Statutes as a new HCIF;

(b) Expansion exemptions ("**Expansion Exemption**"), annual additions exemptions ("**Additions Exemption**"), or annual replacements exemptions ("**Replacements Exemption**") and, together with the Expansion Exemption and Additions Exemption, collectively the "**Subsequent Exemptions**") under § 27-31-105(1), *inter alia*, of the Statutes, for any expansions ("**Expansion**") of, additions ("**Additions**") to, and/or replacements ("**Replacements**") of, the Project Property ("**Expansion Property**," "**Additions Property**," and "**Replacement Property**," respectively, and collectively the "**Subsequent Property**," and, together with the Project Property, collectively "**Eligible Property**");

(c) With the New Enterprise Exemption and Subsequent Exemptions (collectively "**Exemptions**") being from all Taxes on the Eligible Property for the Term, with the Exemptions excluding, however, any Excluded Taxes.

(17) Alternatively, in lieu of the Exemptions, the Clinic and Eligible Property are also eligible, as applicable, for a Fee-in-Lieu of not less than one-third ($\frac{1}{3}^{\text{rd}}$) of the Taxes, including the Excluded Taxes, otherwise leviable, assessable and collectible by the City, under § 27-31-104(1)(b) of the FIL Statute on the Eligible Property (specifically also including any Subsequent Property, for the balance of the FIL Term of the Fee-in-Lieu with respect to any Subsequent Property not covered by its own Fee-in-Lieu).

(18) As a result of the Lease, title to certain items of the Eligible Property (*i.e.*, Leased Property) is/will be actually held by Development, with such portion of the Project Property, however, being leased to the Clinic for its exclusive use in the Park, and title to certain other items of the Eligible Property is/will be actually held by Clinic as the owner of such portion of the Project Property comprising part of the Project. Consequently, for purposes of the Lease, Clinic has a Leasehold Interest in the Leased Property. The Eligible Property, for all purposes of this Agreement, thus consists both of the Leasehold Interest of the Clinic in the Leased Property

which is owned by Development and leased to Clinic and of the Eligible Property which is/will be owned by Clinic.

(19) Since the Fee-in-Lieu is granted with respect to an “enterprise” as opposed to the owner of the property, a lessee of property owned by a lessor but utilized by such lessee in an “enterprise” qualifying for a Fee-in-Lieu, upon satisfaction of the statutory requirements for a Fee-in-Lieu, may be granted a Fee-in-Lieu based upon such lessee’s use of the leased property in its qualifying enterprise where such lessee is leasing such property from the lessor under a lease which obligates the lessee to pay any Taxes on such leased property.

(20) As between Clinic and Development, the Lease contains certain specific provisions with respect to the contractual allocation of the economic responsibility and burden for any Taxes on the Leased Property. Since the Fee-in-Lieu represents a partial abatement and payment in lieu of the Taxes otherwise due by Clinic on the Leasehold Interest because of its use of such Leasehold Interest and since Clinic has the contractual legal responsibility for the payment to Development of the Taxes with respect thereto, Clinic will, therefore, thus have the contractual legal responsibility to pay to Development the Fee-in-Lieu Amount instead of the Taxes otherwise due on the Leased Property. Consequently, even though title to the Leased Property remains in the name of Development, as between Clinic and Development, Clinic bears the ultimate responsibility and economic burden for the payment of the Taxes and the portion of the Fee-in-Lieu Amount with respect to its Leasehold Interest.

(21) The Leasehold Interest thus also qualifies for the Fee-in-Lieu. A copy of an Affidavit from Development is attached hereto as “**Exhibit (21)**,” confirming the applicable terms of the Lease and indicating that Development is the owner and lessor of such Leased Property but, pursuant to the terms of the Lease, both that, as between Clinic and Development, Clinic bears the ultimate responsibility and economic burden for the payment of any Taxes on its Leasehold Interest, and, consequently, of the Fee-in-Lieu Amount, with respect thereto and that, as between the Clinic and Development, the economic benefit from any Abatement Amount of such Taxes, and, consequently, from the Fee-in-Lieu, with respect thereto will inure directly to the benefit of Clinic.

(22) The City desires to encourage, and to provide incentives to, Clinic to develop the Project in the City for the benefit of the citizens of the City. Therefore, the City has negotiated this Agreement to grant the Fee-in-Lieu to Clinic for the Project as an inducement (“**Inducement**”) to the Project Owner to develop the Project in the City.

(23) Through the Project, the Project Owner will be developing a new HCIF located in the City and will be making a major contribution and commitment to the present and future economic development of the City through the Economic Impact, through payment of the Fee-in-Lieu during the FIL Term and the Taxes thereafter on the Eligible Property, specifically including the Fee-in-Lieu and Taxes on the Leasehold Interest in the Leased Property.

(24) The Project Investment will exceed the Minimum Investment required by Act § 57-117-3(a)(i) and the HCIF Certificate, so the Project qualifies both for a New Enterprise Exemption under § 27-31-101(3)(j) of the Statutes and for a Fee-in-Lieu under § 27-31-104(1)(b) of the FIL Statute. The City, therefore, acknowledges that Clinic qualifies for the Fee-in-Lieu

and, with the approval of the MDA, has agreed to grant the Fee-in-Lieu of the Taxes to Clinic for the Eligible Property for the FIL Term, in accordance with Subsection 4.5, in the Fee-in-Lieu Amount, as defined in Subsection 4.2, and to the Abatement of the Taxes to Clinic for the Eligible Property for the FIL Term.

(25) Pursuant to a certain grant agreement being negotiated by and to be executed between the MDA and Clinic, the MDA will make a certain Development Infrastructure Program ("**DIP**") Grant to Clinic from the Mississippi Development Infrastructure Grant Fund, Section 57-61-36(1), *inter alia*, in the amount of Five Hundred Thousand Dollars (\$500,000.00) ("**DIP Grant**"). The DIP Grant is to be used by Clinic for new road construction with respect to the Park.

(26) The present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage quality medical care and a program of economic development in order to further the present and future long-term economic development of the City through the improvement of its tax base both (a) generally by attracting and assisting HCIFs, through the approval of abatements of Taxes to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City and (b) specifically by encouraging the continued provision of quality medical care for its citizens by the addition of HCIFs in the HCIZ, specifically including the development of the Project in the HCIZ.

(27) The Clinic will be making payments of the Fee-in-Lieu Amount on the Project Property for the FIL Term, and the Council does, therefore, desire, on behalf of the City, to enter into this Agreement with the Clinic granting the Fee-in-Lieu for the Eligible Property in the Fee-in-Lieu Amount for the FIL Term in order to assist in the development of the Project, subject to the subsequent approval of this Agreement by the MDA and to the Project Investment satisfying the Minimum Investment.

(28) Since the City and Clinic have reached agreement with respect to the Taxes, Excluded Taxes, Fee-in-Lieu, Fee-in-Lieu Amount, Abatement, Abatement Amount, Exemptions, and FIL Term, and since the FIL Statute permits the execution of this Agreement prior to the COC Date for the Project, not to become effective, however, until the COC Date for the Project, it is now appropriate for the Parties to enter into this Agreement, and the City thus enters into this Agreement in consideration of Project Owner locating, and as an Inducement for Project Owner's location of, the Project in the City and in consideration of the Economic Impact to be realized by the City.

Statement of Consideration

Recognizing and acknowledging that the Inducement provided and to be provided in this Agreement on behalf of the City constituted an inducement to Clinic and will play a major role in Clinic's decision to develop the Project in the City and that Project Owner has made and will be making business decisions and has expended and will be expending funds in reliance upon the Inducement ("**Project Owner Performance**"), which is being entered into by the City expressly in order to provide the Inducement in order to induce Project Owner both to develop the Project

in the City and to expand the Project in the City in the future, and that sufficient consideration in the form of the Waiver and Economic Impact and certain other good and valuable nonmonetary consideration will be received by the City in order to support the execution of this Agreement, **NOW, THEREFORE, IN CONSIDERATION OF** the premises recited in the Background and previously in this Statement of Consideration, Project Owner's location of the Project in the City and State, the Inducement and detrimental reliance thereon by Project Owner, the Waiver and Economic Impact, and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration each to the other given, the receipt and sufficiency of all of which are both hereby expressly acknowledged, intending that the obligations set forth herein are the valid and legally binding obligations of each such Party, enforceable against such Party in accordance with the terms hereof, the Parties hereby mutually agree as follows:

Agreement

1. **DEFINITIONS.** When used in this Agreement, except as might otherwise be specifically indicated herein or as the context might otherwise require, the following capitalized terms have the following indicated meanings:

"Abatement" has the meaning set forth in Background §(11).

"Abatement Amount" has the meaning set forth in Background §(15).

"Act" has the meaning set forth in Background §(11).

"Additions" has the meaning set forth in Background §(16)(b).

"Additions Exemption" has the meaning set forth in Background §(16)(b).

"Additions Property" has the meaning set forth in Background §(16)(b).

"Agreement" has the meaning set forth in the Preamble.

"Back-End Exemptions" has the meaning set forth in Agreement Paragraph 5.1.2.

"Back-Up Exemptions" has the meaning set forth in Agreement Subsection 2.6.

"Behavioral Building" has the meaning set forth in Background §(2).

"Behavioral Clinic" has the meaning set forth in Background §(2).

"Board" has the meaning set forth in Agreement Paragraph 4.15.2.

"Buildings" has the meaning set forth in Background §(2).

"City" has the meaning set forth in the Preamble.

"City Clerk" has the meaning set forth in Agreement Subsection 4.10.

"City Jobs" has the meaning set forth in Background §(9).

“City Share” has the meaning set forth in Agreement Paragraph 4.3.2.

“City Taxes” has the meaning set forth in Background §(14).

“Clinic” has the meaning set forth in the Preamble.

“Clinic Buildings” has the meaning set forth in Background §(7).

“Clinic Project” has the meaning set forth in Background §(7).

“Clinic Site” has the meaning set forth in Background §(7).

“CMO” has the meaning set forth in Background §(10).

“COC Date” has the meaning set forth in Background § 14 and Agreement Paragraph 4.5.2.

“Code” has the meaning set forth in Background §(11).

“College District” has the meaning set forth in Background §(14).

“College Share” has the meaning set forth in Agreement Paragraph 4.3.1.

“Commencement Date” has the meaning set forth in Agreement Paragraph 4.5.1.

“Council” has the meaning set forth in the Preamble.

“County” has the meaning set forth in Agreement Subsection 4.10.

“Development” has the meaning set forth in the Preamble.

“Development Project” has the meaning set forth in the Background §(7).

“DIP” has the meaning set forth in the Background §(25).

“DIP Grant” has the meaning set forth in the Background §(25).

“DOR” has the meaning set forth in Agreement Subsection 2.1.

“Economic Impact” has the meaning set forth in Background §(9).

“Effective Date” has the meaning set forth in Agreement Subsection 6.14.

“Eligible Property” has the meaning set forth in Background §(16)(b).

“Excluded Taxes” has the meaning set forth in Background §(14).

“Exemptions” has the meaning set forth in Background §(16)(c).

“Exhibit (1)” has the meaning set forth in the Background §(1).

“Exhibit (2)” has the meaning set forth in the Background §(2). **“Exhibit 2.2”** has the meaning set forth in Agreement Subsection 2.2.

“Exhibit (7)-1” has the meaning set forth in Background §(7).

“Exhibit (7)-2” has the meaning set forth in Background §(7).

“Exhibit (12)-1” has the meaning set forth in Background §(12).

“Exhibit (12)-2” has the meaning set forth in Background §(12).

“Exhibit (21)” has the meaning set forth in Background §(21).

“Expansion Exemption” has the meaning set forth in Background §(16)(b).

“Expansion Property” has the meaning set forth in Background §(16)(b).

“Expansion” has the meaning set forth in Background §(16)(b).

“Fee-in-Lieu” has the meaning set forth in Background §(11).

“Fee-in-Lieu Agreement” has the meaning set forth in Background §(14).

“Fee-in-Lieu Amount” has the meaning set forth in Background §(15) and Agreement Subsection 4.2.

“FIL Certificate” has the meaning set forth in Agreement Subsection 2.2.

“FIL Percentage” has the meaning set forth in Agreement Subsection 4.2.

“FIL Statute” has the meaning set forth in Background §(11).

“FIL Term” has the meaning set forth in Background §(14).

“Financing” has the meaning set forth in Background §(10).

“First Assessment Date” has the meaning set forth in Agreement Paragraph 4.5.1.

“First Assessment Year” has the meaning set forth in Agreement Paragraph 4.5.1.

“Force Majeure Event” has the meaning set forth in Agreement Subsection 6.19.

“Forrest General” has the meaning set forth in Background §(10).

“Front-End Exemptions” has the meaning set forth in Agreement Subsection 2.5.

“GAAP” has the meaning set forth in Agreement Paragraph 2.4.3.

“HCIF Certificate” has the meaning set forth in Background §(12).

“HCIF” has the meaning set forth in Background §(11).

“HCIZ” has the meaning set forth in Background §(11).

“Inducement” has the meaning set forth in Background §(22).

“Joint Venture” has the meaning set forth in Background §(10).

“Leased Property” has the meaning set forth in Background §(7).

“Leasehold Interest” has the meaning set forth in Background §(7).

“Lease” has the meaning set forth in Background §(7).

“MDA” has the meaning set forth in Background §(11).

“Minimum Investment” has the meaning set forth in Background §(12).

“New Enterprise Exemption” has the meaning set forth in Background §(11).

“Non-Exempt Millages” has the meaning set forth in Agreement Subsection 4.2.

“Ortho/PT Building” has the meaning set forth in Background §(2).

“Ortho/PT Clinic” has the meaning set forth in Background §(2).

“Park” has the meaning set forth in Background §(1).

“Parties” has the meaning set forth in the Preamble.

“Pediatric Building” has the meaning set forth in Background §(2).

“Pediatric Clinic” has the meaning set forth in Background §(2).

“Pediatric Site” has the meaning set forth in Background §(7).

“Permitted Successors/Assigns” has the meaning set forth in Agreement Subsection 6.10.

“Phase 1” has the meaning set forth in Background §(6)(a).

“Phase 2” has the meaning set forth in Background §(6)(b).

“Phase 3” has the meaning set forth in Background §(6)(c).

“Phases” has the meaning set forth in Background §(6).

“Project” has the meaning set forth in Background §(7).

“Project Investment” has the meaning set forth in Background §(8).

“Project Owners” has the meaning set forth in the Preamble.

“Project Owner Performance” has the meaning set forth in the Statement of Consideration.

“Project Property” has the meaning set forth in Background §(7).

“Project Site” has the meaning set forth in Background §(1).

“Replacements” has the meaning set forth in Background §(16)(b).

“Replacement Property” has the meaning set forth in Background §(16)(b).

“Replacements Exemption” has the meaning set forth in Background §(16)(b).

“School District” has the meaning set forth in Background §(14).

“School Share” has the meaning set forth in Agreement Paragraph 4.3.1.

“School Taxes” has the meaning set forth in Background §(14).

“Specialty Clinics” has the meaning set forth in Background §(2).

“State Taxes” has the meaning set forth in Background §(14).

“State” has the meaning set forth in the Preamble.

“Statutes” has the meaning set forth in Background §(11).

“Subsequent Exemptions” has the meaning set forth in Background §(16)(b).

“Subsequent Property” has the meaning set forth in Background §(16)(b).

“Tax Assessor” has the meaning set forth in Agreement Subsection 4.10.

“Taxes” has the meaning set forth in Background §(11).

“Tax Year” has the meaning set forth in Agreement Subsection 4.2.

“Term of Agreement” has the meaning set forth in Agreement Paragraph 6.21.2.

“Total Millages” has the meaning set forth in Agreement Subsection 4.6.

“Waiver” has the meaning set forth in Agreement Section §3.

2. **UNDERTAKINGS RE: TAXES.** The Parties agree, individually and collectively, as indicated and as appropriate, as follows:

- 2.1 **Eligibility Determination.** The City agrees that the Project will constitute a “new enterprise” enumerated in § 27-31-101(3)(j) of the Statutes, constituting, more particularly, an HCIF, which, but for the Fee-in-Lieu being granted hereunder to Project Owner and the Project, would otherwise qualify for a New Enterprise Exemption; *provided, however*, that Project Owner acknowledges that qualification for the Exemptions is subject to approval by the Department of Revenue (or any other successor State agency or department thereto, collectively the “**DOR**”); that independent qualification of any Additions or Expansion as an HCIF is subject to certification by the MDA; and that qualification for the Fee-in-Lieu is subject to satisfaction of the Minimum Investment and to the consent and approval thereof by the MDA.
- 2.2 **Fee-in-Lieu Approvals.** Pursuant to the Certificate of Final Approval attached hereto as “**Exhibit 2.2**” or in such substantially similar form as approved by the MDA (“**FIL Certificate**”), the MDA has consented to and approved the City’s agreement to grant to Project Owner and the Eligible Property a Fee-in-Lieu as set forth in Section 4 in lieu of the Exemptions (except any Exemptions requested by Project Owner pursuant to Subsections 2.5, 2.6, 5.3 and/or 5.4 and/or Paragraph 5.1.2). The City, pursuant to a resolution duly approved and adopted by the Council in the form and manner required by law approving this Agreement, hereby contracts for, and subject to satisfaction of the Minimum Investment grants, a Fee-in-Lieu to Project Owner on the Eligible Property in the Fee-in-Lieu Amount for the FIL Term, as more particularly described in Section 4 hereof. The City hereby acknowledges that, pursuant to Code § 27-31-107, as amended effective February 08, 2016 by H.B. 1, § 22, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-107 are to such statute as so amended), the procedures for the granting and approval of the Fee-in-Lieu are governed exclusively by the FIL Statute and not by any of the other statutes contained in § 27-31-101, *et seq.*, of the Statutes and specifically acknowledges and agrees that, pursuant to Code § 27-31-107, no additional applications must be filed by Project Owner and no additional approvals or consents must be given by the City or MDA other than the execution of this Agreement and the FIL Certificate, respectively, for the granting and approval of the Fee-in-Lieu in the Fee-in-Lieu Amount for the Eligible Property, which is final upon the Effective Date.
- 2.3 **Exemption Disapprovals.** The City expressly disapproves and does not consent to the granting of a New Enterprise Exemption to Project Owner for the Project Property, but will grant any Exemptions requested by Project Owner pursuant to Subsections 2.5, 2.6, 5.3, and/or 5.4 and/or Paragraph 5.1.2, as well as Subsequent Exemptions for Subsequent Property requested by the Project Owner.
- 2.4 **Required Investment.**
- 2.4.1 **Acknowledgement.** Project Owner hereby acknowledges its understanding that the aggregate capital expenditures, calculated in accordance with Paragraph 2.4.3, required to be incurred in the State with respect to the Project must exceed the Minimum Investment within

twenty-four (24) months of issuance of the HCIF Certificate in order for the Project to qualify for the Fee-in-Lieu.

2.4.2 **Verification.** Upon satisfaction of the Minimum Investment with respect to the Project, Clinic agrees that it will provide a certificate to that effect, duly executed by an officer of Clinic, to the City and MDA; *provided however*, that, by its execution of this Agreement, Clinic hereby acknowledges, represents and certifies that the capital expenditures thereof will exceed the Minimum Investment.

2.4.3 **Calculation.** The Minimum Investment shall include only costs incurred for the Project which are capitalizable for financial accounting and reporting purposes under accounting principles generally accepted in the United States of America applicable to the Project Company's businesses ("**GAAP**").

2.4.3.1 The Minimum Investment shall not include any costs paid or reimbursed from any public source (excluding, however, any costs paid by Project Owner from bonds issued by any public body or from any loan from the State or any other loan proceeds received from any public source for which Project Owner has a legal obligation to repay).

2.4.3.2 The Minimum Investment may include all other capital expenditures (excluding soft costs such as construction period interest) capitalizable under GAAP, including acquisition costs of new machinery, equipment, furniture, furnishings, site acquisition (including environmental costs), site work, leasehold improvements, buildings, other depreciable assets, tenant build-out costs and tenant allowances; professional and consulting fees and costs directly related to engineering and architectural/design services (whether such costs are capitalizable under GAAP or not), legal services, and permitting; and infrastructure costs. Any and all Project-related costs for which the Project Owners may, under GAAP, elect to capitalize or not to capitalize shall also be includible, whether the Project Company elects to capitalize them or not to capitalize them.

2.4.3.3 The Minimum Investment shall not include non-capitalizable costs under GAAP, such as salaries, moving expenses, transportation costs or similar, related non-capitalizable costs under GAAP but specifically shall include the costs of leasehold or other improvements or contributions made by the Project Company to third-parties providing services to the Project for infrastructure required by the Project, such as public utilities, even though such leasehold or other improvements will become the property of the lessor or other third-party.

- 2.5 **Front-End Exemptions.** In the event that any Phase fails to qualify for any reason for the Fee-in-Lieu, whether temporarily or permanently for all or part of the FIL Term for which the Fee-in-Lieu would otherwise have been available therefor, or if a Phase for any reason would become subject to Taxes prior to the Commencement Date of the Project but is not eligible for the Fee-in-Lieu until the Commencement Date of the Project, then the Project Company may request from the City any Exemptions which may be available for such Project Property of such Phases for the period for which the Fee-in-Lieu is not otherwise available for such Phase (**"Front-End Exemptions"**). The City hereby agrees, upon the timely and proper submission of applicable applications for the Front-End Exemptions and to the extent legally permissible and lawfully available under then applicable State law, to grant any Front-End Exemptions to the Project Company for which it might be eligible for the period for which the Fee-in-Lieu is not otherwise available. Such Front-End Exemptions shall automatically terminate upon such Phase subsequently becoming covered by the Fee-in-Lieu; *provided, however*, that the period for which such Phase is subject to a Front-End Exemption shall be subtracted from the FIL Term of the Fee-in-Lieu to which such Phase subsequently becomes entitled, and the total combined term of both the Front-End Exemption and the Fee-in-Lieu for such Phase shall not exceed a period of ten (10) consecutive years.
- 2.6 **Early Termination of Agreement.** Notwithstanding any other provision of this Agreement expressly or impliedly to the contrary, in the event the Fee-in-Lieu should for any reason terminate prior to the expiration of the FIL Term stated in Subsection 4.5, Project Owner may then request from the City any Exemptions which may then be available (**"Back-Up Exemptions"**) for the Eligible Property for the then unexpired period of the FIL Term for which the Fee-in-Lieu had been granted pursuant to Subsection 4.5. The City hereby agrees, upon the timely and proper submission of applicable applications for the Back-Up Exemptions and to the extent legally permissible and lawfully available under then applicable State law, to grant such Back-Up Exemptions to Project Owner for which it might be eligible for the then unexpired period of the FIL Term for which the Fee-in-Lieu had been granted pursuant to Subsection 4.5.
3. **WAIVER.** In consideration of the granting of the Fee-in-Lieu, Project Owner agrees not to apply for the Exemptions available from the City for the Eligible Property, and Project Owner hereby waives such Exemptions from the City on the Eligible Property, both to the extent that the Eligible Property is subject to the Fee-in-Lieu, except to the extent permitted by Subsections 5.3 and 5.4 and except for any Front-End Exemptions, Back-Up Exemptions and/or Back-End Exemptions requested by Project Owner pursuant to Subsections 2.5 and 2.6 and/or Paragraph 5.1.2, respectively (**"Waiver"**). Instead, Project Owner will pay the Fee-in-Lieu with respect to the Eligible Property to or on behalf of the City in accordance with Section 4.
4. **FEE-IN-LIEU.** The Parties agree, individually and collectively, as indicated, as follows:

- 4.1 **Expansion.** Any Expansion of the Project is intended to constitute a single, separate “project” for purposes of the FIL Statute to the extent that it separately satisfies the Minimum Investment and is separately certified as an HCIF by MDA.
- 4.2 **Amount.** Subject to Subsection 4.8, the Fee-in-Lieu Amount shall be equal to thirty-three and one-third percent (33-1/3%) (“**FIL Percentage**”) multiplied times the total Taxes (both City Taxes and Excluded Taxes) which would otherwise be leviable, assessable and collectible by the City from time-to-time during the FIL Term on the Eligible Property in any taxable period beginning each January 1st and ending December 31st of the same calendar year (“**Tax Year**”) during the FIL Term of the Fee-in-Lieu applicable thereto, as described in Subsection 4.5, in the absence of the Fee-in-Lieu (“**Fee-in-Lieu Amount**”). The Fee-in-Lieu Amount granted herein is not a fixed dollar amount but, rather, a fixed percentage of the City Taxes (including Excluded Taxes) which would otherwise be leviable, assessable and collectible for the Tax Year by the City and payable by Project Owner from time-to-time with respect to the Eligible Property during the FIL Term. Consequently, the Fee-in-Lieu Amount may change annually based upon changes in the assessed value of the Eligible Property, based upon additions to and/or deletions from the Eligible Property, and/or based upon increases or decreases in millage rates used to calculate the City Taxes and Excluded Taxes otherwise leviable and assessable with respect to the Eligible Property in accordance with Subsection 4.6. Consequently, such City Taxes and Excluded Taxes otherwise leviable and assessable on the Eligible Property may change from Tax Year to Tax Year, and the Fee-in-Lieu Amount shall thus change correspondingly.
- 4.3 **Apportionment.** The City acknowledges that the Fee-in-Lieu Amount paid annually by Project Owner on the Eligible Property shall be apportioned annually between the City, School District and College District, as applicable, as follows:
- 4.3.1 **School District and College District Shares.** The portion of the annual Fee-in-Lieu Amount which shall be apportioned to the School District (“**School Share**”) and College District (“**College Share**”) shall be equal to the School District’s and College District’s, respectively, pro rata share of the annual Fee-in-Lieu Amount based upon the proportion of the annual Fee-in-Lieu Amount that the annual millage imposed for the School District and the College District by the City bears to the total annual millage imposed for the School District, College District and all other City purposes, with the School Share and College Share to be paid by Project Owner as provided in Subsection 4.12; and
- 4.3.2 **City Share.** The portion of the annual Fee-in-Lieu Amount which shall be apportioned annually to the City shall be equal to the balance of the annual Fee-in-Lieu Amount remaining after allocation of the School Share and College Share thereof (“**City Share**”), with the City Share to be paid by Project Owner, as provided in Subsection 4.12.

4.4 **Coverage.** The City agrees that the Fee-in-Lieu shall be in lieu of all Taxes, including all City Taxes and all Excluded Taxes, which would otherwise be imposed by the City on the Eligible Property (specifically including the Expansion Property, the Additions Property, the Replacement Property, the Leased Property and the Leasehold Interest) qualifying for the Fee-in-Lieu under this Agreement, with the Fee-in-Lieu to remain in effect for the entire FIL Term in accordance with Subsection 4.5, in the manner allowed by State law. Any Eligible Property which is subject to an automatic statutory exemption from Taxes (for example, but not limited to, software) shall not be considered in the calculation of the Fee-in-Lieu Amount.

4.5 **FIL Term.**

4.5.1 **Commencement.** The Parties acknowledge that the FIL Term of the Fee-in-Lieu for any Subsequent Property not covered by Subsection 4.1 may be different from, *i.e.* shorter than, the FIL Term of the Project Property and that the FIL Term of the Fee-in-Lieu for the Project Property and for each Subsequent Property not covered by Subsection 4.1 shall commence (“**Commencement Date**”) on the first January 1st on or after the COC Date for the first Phase whose total cost, when added to the total cumulative costs of any and all other Phases completed prior to such Phase, in the aggregate satisfies the Minimum Investment in accordance with Subsection 2.4 or for each Subsequent Property thereafter (collectively “**First Assessment Date**”) and shall continue for the FIL Term thereafter. (As used hereinafter, the term “**First Assessment Year**” shall mean the Tax Year beginning with the First Assessment Date and ending on December 31st of the same Tax Year.) For example, if the COC Date for the Project Property is June 15, 2017, then the Commencement Date and First Assessment Date with respect to the Project Property would be January 01, 2018, and the First Assessment Year for the Project Property would be 2018.

4.5.2 **Completion of Construction Date.** The “**COC Date**” means, for each Phase of the Project Property and any Expansion Property not covered by Subsection 4.1, the date of the certificate of occupancy issued by the appropriate governmental agency authorizing the taking of possession and occupancy by Clinic of each Building and, for any Additions Property and/or Replacements Property, as applicable, the date on which such installation thereof is complete and such Additions Property and/or Replacements Property first becomes operational.

4.5.3 **Effect of Termination.** Upon the expiration of the FIL Term of the Fee-in-Lieu or early termination of the Agreement with respect to the Eligible Property, all Eligible Property shall then begin to be assessed and taxed in full based on the then true value of that Eligible Property (*i.e.*, reflecting the effect of all applicable depreciation as permitted or required by Tax laws and/or regulations of the State and DOR, respectively), except to the

extent such Eligible Property then becomes subject to a Back-Up Exemption or a Back-End Exemption pursuant to Subsection 2.5 or Paragraph 5.1.2, respectively.

- 4.5.4 **Commencement Date.** In order to establish the Commencement Date and commence the FIL Term of the Fee-in-Lieu for the Project Property, Project Owner shall give notice to the Council (by filing with the Clerk of the Council), with a copy to the Tax Assessor, in the form of an affidavit signed by Project Owner, by April 1st of the Tax Year in which occurs the COC Date, which affidavit shall specifically indicate the COC Date and contain a detailed list of the capital costs incurred by Project Owner with respect to the then completed Phases of the Project Property or Subsequent Property subject to the Fee-in-Lieu, divided into real property, real property improvements, any Leasehold Interest, and/or tangible personal property (which must also be included in the first personal property rendition filed by the Project Owner for the Project).
- 4.6 **Millage Changes.** Clinic agrees that, if the aggregate City, School District and/or College District millages (collectively the “**Total Millages**”) increase or decrease and such increase or decrease is applicable generally to City taxpayers located in the same applicable taxing district as the Park, then the annual Fee-in-Lieu Amount will increase or decrease based upon the annual Taxes resulting from such higher or lower annual Total Millages. However, the City agrees that, unless Clinic, specifically and expressly consents thereto in writing, no additional Taxes, franchise fees or special assessments which are not imposed generally against all taxpayers located in the same applicable taxing district as the Park will be imposed by the City against Project Owner or the Eligible Property or any Subsequent Property (or any part thereof) during the FIL Term of the Fee-in-Lieu.
- 4.7 **Approvals.** Pursuant to the FIL Certificate, the MDA gives its consent and approval to the terms and provisions of the Fee-in-Lieu.
- 4.8 **Legal Requirements.** The Parties agree that the Fee-in-Lieu shall always be subject to the minimum requirements of State law as provided in the FILA Statute as in effect at the time of its grant; specifically, the Fee-in-Lieu Amount shall not be less than one-third (1/3) of the then current total Taxes which would otherwise be leviable, assessable and collectible from time-to-time by the City with respect to the Eligible Property and any Subsequent Property subject to the Fee-in-Lieu.
- 4.9 **Character.** The intention of the Parties is that the Fee-in-Lieu Amounts paid shall be deemed to be and shall constitute a “tax equivalency payment or other payment in lieu of a tax” within the meaning of Treasury Regulation § 1.141-4(e)(5) for any and all purposes.
- 4.10 **Valuation Procedures.** During the FIL Term of this Agreement, the City and Project Owner will, with respect to the Fee-in-Lieu, follow the statutory procedures for the assessment of the Eligible Property up until the point that the

tax rolls are approved by the DOR. Such procedures shall include an annual rendition of personal property by Project Owner to the Forrest County ("**County**") Tax Assessor ("**Tax Assessor**"), annual determinations of true value and assessed value by the Tax Assessor of the Eligible Property and any Subsequent Property subject to the Fee-in-Lieu, and annual determinations of otherwise applicable Tax millage rates, as provided by statute, by the Council. The otherwise leviable and assessable Taxes will then be determined based upon the assessed value of Eligible Property and any Subsequent Property and the Total Millages for the applicable Tax Year, and the Fee-in-Lieu Amount on the Eligible Property and any Subsequent Property will be calculated based on the FIL Percentage of that amount; *provided, however*, that nothing contained in this Subsection 4.10 shall be deemed to imply Project Owner's agreement with respect to, or to prevent Project Owner's ability to contest, such annual valuations. The City Clerk/Tax Division of the City of Hattiesburg ("**City Clerk**") will annually calculate the Fee-in-Lieu Amounts on the Eligible Property.

- 4.11 **Statements of Payments Due.** For each Tax Year during the FIL Term of the Fee-in-Lieu, the City Clerk shall then provide Project Owner directly with a written statement setting forth the Fee-in-Lieu Amount due for such Tax Year and the underlying calculations used to compute such Fee-in-Lieu Amount. Such written statements shall be sent to Project Owner at the address shown in Subsection 6.16 hereof unless the City Clerk is notified in writing to submit the written statements to a different address. The City Clerk shall use his/her best efforts to provide such written statements to Project Owner by December 15th of each Tax Year preceding the payment due date, but in no event will such statements be provided later than December 31st of each Tax Year preceding the payment due date or the date when the annual Tax bills are provided by the Tax Collector of the County to other City taxpayers, whichever is earlier.
- 4.12 **Payee.** Project Owner agrees that it shall annually pay the School share and the College Share of the Fee-in-Lieu Amount to the City Clerk, who shall then apportion and disburse such School Share and College Share received among the School District and College District in accordance with Paragraph 4.3.1 and shall retain the City Share of the Fee-in-Lieu Amount on behalf of the City in accordance with Paragraph 4.3.2.
- 4.13 **Due Date.** Project Owner agrees to pay the Fee-in-Lieu Amount on the Eligible Property and any Subsequent Property by the date otherwise required by State law for the payment of Taxes for the same Tax Year with respect to which the Fee-in-Lieu Amount is payable, *i.e.* on or before the first (1st) day of February immediately following the Tax Year with respect to which such Fee-in-Lieu Amount is payable. For example, if the requirements under Subsection 4.5 are satisfied for the Project Property on the Completion Date of June 15, 2017, the Project Owner would pay the Fee-in-Lieu Amount for the First Assessment Year (2018) for the Project Property which would otherwise have been subject to Taxes on or before February 01, 2019.

4.14 **Interest.** In the event that the Fee-in-Lieu Amount (or any part thereof) is not paid on or before ten (10) calendar days after its due date pursuant to Subsection 4.13, such delinquent amount shall accrue interest, beginning as of the original due date thereof, at the rate of one percent (1%) simple interest per calendar month (or part of a month) until such delinquent Fee-in-Lieu Amount or part thereof is paid. Project Owner shall pay such interest in addition to the delinquent Fee-in-Lieu Amount, which interest shall be apportioned as provided in Subsection 4.3 and paid in accordance with Subsection 4.12.

4.15 **Disputes.**

4.15.1 **Right to Contest.** Notwithstanding anything contained in this Agreement expressly or impliedly to the contrary, the Parties acknowledge and agree that nothing in this Agreement is meant, or shall be deemed, to prevent Project Owner from exercising any and all applicable rights and remedies available to it under State law to contest any valuation, valuation methodology, classification, depreciation or depreciation methodology with respect to any Eligible Property or any Subsequent Property.

4.15.2 **Appeal.** The Parties agree that any dispute concerning valuation of any Eligible Property or any Subsequent Property or the liability for Taxes otherwise leviable and assessable thereon for purposes of the calculation of the Fee-in-Lieu Amounts hereunder shall first be submitted to the Council. In such case the same time frame and rules as are set out in the Code for protests of assessments to the Board of Supervisors of the County ("**Board**") shall govern, excluding, however, the treatment of any appeal of a final order of the Board.

4.15.3 **Litigation.** In the event that there remains a dispute regarding the valuation of Eligible Property or any Subsequent Property after approval of the assessment rolls by the Board or the annual Fee-in-Lieu Amount after issuance of the annual Fee-in-Lieu statement pursuant to Subsection 4.11, the Parties will first confer in good faith. If they do not agree, any Party may bring an action in a court of competent jurisdiction to resolve the dispute. The Parties acknowledge and agree that, since a Fee-in-Lieu is not a Tax, the case need not be filed or prosecuted as a Tax appeal pursuant to Code § 11-51-77 or § 27-35-119(2) or other statutory procedures.

4.16 **Failure to Operate.**

4.16.1 **Termination of Fee-in-Lieu.** The City, with the approval of the MDA, may terminate this Agreement prospectively for the balance of the FIL Term of any Fee-in-Lieu under this Agreement, if Project Owner discontinues operations of the Park (or any portion thereof) the deletion of whose original costs from the total aggregate original cost for the Phases and any Subsequent Property would cause the total costs not to satisfy the

Investment Minimum) or does not cause the Park to be so operated as a HCIF certified by the MDA as “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), except as a result of a Force Majeure Event, with any such termination to be effective prospectively on the first day of the first Tax Year following the Tax Year in which occurs such discontinuance of operations.

4.16.2 **Termination of Exemptions.** If Project Owner ceases to operate the Park (or any portion thereof), or to cause the Park to be so operated, as a HCIF certified by the MDA as “qualified business” under Act §§ 57-117-3(f) and 57-117-7(1), except as a result of a Force Majeure Event, any Exemptions previously granted to Project Owner under this Agreement shall automatically be terminated with respect to the Park (or, if less, the portion thereof no longer being operated) prospectively on the first day of the first Tax Year following the Tax Year in which occurs such discontinuance of operations, for the unexpired prospective balance of the term granted for any such Exemption.

4.17 **Exclusivity of FIL Statute.** The City hereby acknowledges and agrees that the Fee-in-Lieu is separate from and independent of the Exemptions; that the Fee-in-Lieu is finally granted to Project Owner on the Eligible Property (and to Development on the Leased Property to the extent, if any, technically required by State law) and on any Subsequent Property not covered by Subsection 4.1 pursuant to this Agreement upon the Effective Date in accordance with the procedures for its consideration and approval in the FIL Statute; that the provisions of § 27-31-107 of the Statutes regarding the procedures for application and approval of the Exemptions are not applicable to the granting of the Fee-in-Lieu; and that no additional review or approval of the Fee-in-Lieu being granted to Project Owner is required by the Statutes or by the DOR.

5. **ADDITIONAL CAPITAL INVESTMENT.**

5.1 **Expansion/Additions/Replacement Property.**

5.1.1 **Fee-in-Lieu Coverage.** The City agrees that, if any Subsequent Property is added by Project Owner with respect to the Park and such Subsequent Property is not the subject of its own separate Fee-in-Lieu or Exemption pursuant to Subsection 5.2 or 5.3, respectively, then the Subsequent Property shall nevertheless not be subject to Taxes to the extent of the Abatement of Taxes provided by, and for the remainder of the FIL Term of, the Fee-in-Lieu subsequent to such acquisition or Completion of Construction Date of the Subsequent Property, as applicable; and the Fee-in Lieu Amount set forth in Subsection 4.2 shall also be applied to the Subsequent Property pursuant to Subsection 4.4. In order to invoke this Paragraph 5.1.1, Project Owner shall give notice of such acquisition or COC Date of the Subsequent Property to the Council, with a copy to the Tax Assessor, in the form of an affidavit, signed by Project Owner if

owned by Development or by the Clinic if owned by the Clinic, which shall specifically include the Completion of Construction Date thereof and a detailed list of capital costs incurred with respect thereto, divided into real property, real property improvements, leasehold interest, and/or taxable tangible personal property. For each consecutive succeeding Tax Year during the remaining FIL Term of the Fee-in-Lieu for the Project Property following the First Assessment Year for such Subsequent Property, not covered by Subsection 4.1, as an incentive to maintain the Project Property in sound operating condition, the Fee-in-Lieu granted by this Agreement for the Project Property shall cover all Subsequent Property, not covered by Subsection 4.1, acquired or constructed by Development and leased to Clinic or by Clinic which is placed in service at or used in the Park during the prior Tax Year, and the Subsequent Property will be subject to this Agreement, but only for any unexpired portion of the FIL Term of the Fee-in-Lieu for the Project Property and only if the Project Owner or Clinic, as applicable, does not apply for a separate Exemption for such Subsequent Property. The following non-exclusive example illustrates how the Fee-in-Lieu is to be applied in this situation:

EXAMPLE: Assume that the Project Owner buys a new piece of equipment in Year 5 of the FIL Term of the Fee-in-Lieu for the Project Property to replace another asset previously subject to the Fee-in-Lieu. The asset is Replacement Property and thus also Subsequent Property as defined in this Agreement. This Replacement Property would be subject to the Fee-in-Lieu for the remaining five (5) years of the FIL Term of the Fee-in-Lieu for the Project Property if not subject to its own Exemption.

- 5.1.2 **Back-End Exemptions.** Notwithstanding any other provision of this Agreement expressly or impliedly to the contrary, with respect to any Subsequent Property which does not benefit from a Fee-in-Lieu for the entire FIL Term under Paragraph 5.1.1 due to being placed in service in a year during or after the First Assessment Year of the Project Property, the City hereby agrees, upon the timely and proper submission of an application and to the extent legally permissible and lawfully available under then applicable State law, to grant to Project Owner or Clinic, as applicable, any Exemptions for which the Subsequent Property is eligible ("**Back-End Exemptions**"), irrespective of the fact that such Subsequent Property may have previously benefited from a Fee-in-Lieu for a portion of the FIL Term of the Fee-in-Lieu; *provided, however*, that the cumulative, aggregate period during which the Subsequent Property is subject to and benefits from both a Fee-in-Lieu and a Back-End Exemption shall in no event collectively exceed the FIL Term. Back-End Exemptions may be applied for by Project Owner or Clinic either upon termination of the Fee-in-Lieu or at any other time permitted by the Statutes governing the Back-End Exemption, whether before or after termination of the Fee-in-Lieu. Any Back-End Exemption, even if applied

for prior to the termination of the Fee-in-Lieu, shall become effective for the next Tax Year following termination of the Fee-in-Lieu with respect thereto so that there is a continuous ten (10) year Abatement of Taxes in effect with respect to such Subsequent Property, but such Back-Up Exemption shall be for the full period of eligibility remaining under the applicable Back-End Exemption, not to exceed a total of ten (10) years from the date the Subsequent Property would have otherwise first become subject to Taxes and eligible for the Back-End Exemption. The following non-exclusive example illustrates how the Back-End Exemptions are to be applied in this situation:

EXAMPLE: Assume the same facts as in the prior example. Based on the date the Replacement Property became taxable in the City (Year 6), the Replacement Property enjoyed the benefits of the Fee-in-Lieu for only five (5) years, even though the Replacement Property would have been eligible for a full ten (10)-year Replacement Exemption. The City will grant, effective upon the expiration of the Fee-in-Lieu in Year 10, and upon the timely and proper submission of an application therefor, an applicable Replacement Exemption for an additional five (5)-year period. The result is that the Replacement Property will enjoy the benefits of the Fee-in-Lieu for the first five (5) years and the Back-End Exemption for the subsequent five (5) years, but the Replacement Property's cumulative Abatement period cannot and will not exceed ten (10) years in total.

- 5.2 **Subsequent Phases.** The City acknowledges that the Buildings which are the subject of this Agreement may be only the initial phase of Project Owner's and/or Clinic's larger plans for development at or contiguous to the Project Site. Project Owner or Clinic may identify additional, subsequent phases for which it may request the MDA and City to construe as additional "projects" for purposes of securing independent agreements for a Fee-in-Lieu of Taxes. The City hereby acknowledges that those subsequent phases are eligible to be treated as independent "projects" so long as each subsequent phase independently meets the Minimum Investment and any other statutory requirements for the Fee-in-Lieu.
- 5.3 **Optional Exemptions.** To the extent lawfully available to Project Owner or Clinic, the City agrees to grant maximum Exemptions to Project Owner or Clinic for any subsequent phases for which Project Owner or Clinic elects not to apply Subsections 5.1 or 5.2 upon proper and timely application by Project Owner or Clinic for such Exemptions pursuant to applicable State law.
- 5.4 **Other Incentives.** To the extent lawfully available to Project Owner or Clinic, Project Owner or Clinic shall be permitted to take full advantage of, and the City agrees that, upon receipt of a timely and proper application from Project Owner or Clinic, if required by applicable statutes, to approve and provide any additional exemptions from Taxes and other Tax incentives hereafter provided by State law which may be provided by, which are subject to the discretionary approval of, or which require the approval of, the City.

6. **MISCELLANEOUS.** The Parties agree, individually and collectively, as applicable, as follows:

- 6.1 **Amendments.** This Agreement may not be amended, modified, supplemented, waived or terminated orally, and any of the terms, covenants, representations, warranties or conditions hereof may be amended, modified, supplemented, waived or terminated only by a written instrument executed by the Party hereto (or the respective Permitted Successors/Assigns thereof) against which the enforcement of the amendment, modification, supplement, waiver or termination shall be sought.
- 6.2 **Waivers.** The failure or delay of any Party at any time or times to require the performance of any provision hereof shall in no manner affect the right of that Party at a later time or times to enforce performance of such provision. No waiver by any Party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
- 6.3 **Applicable Law.** This Agreement shall be governed by the laws of the State notwithstanding the fact that one or more of the Parties to this Agreement may be or may become a resident or a citizen of, or be or become domiciled in, a different state.
- 6.4 **Forum Selection.** Venue for any legal or equitable action arising from this Agreement shall be in the First Judicial District of Hinds County, Mississippi; *provided, however,* with respect to any dispute between the Parties not involving the MDA, the venue for any such actions arising from this Agreement shall be in Forrest County, Mississippi.
- 6.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each and all of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute but one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, each such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature were an original thereof.
- 6.6 **Headings.** The use of captions and headings in this Agreement are solely for convenience of reference and do not define, modify or limit any of the terms and provisions hereof and shall have no legal effect in construing the provisions of this Agreement.

- 6.7 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties for the purposes stated herein and supersedes any prior understandings, agreements or representations by or among the Parties, whether oral or written, with respect to the subject matter hereof. No other offers, agreements, understandings, warranties, or representations exist between the Parties with respect to the subject matter hereof.
- 6.8 **Statutory References.** Unless otherwise specifically indicated herein to the contrary, all references herein to statutory sections refer to the Mississippi Code Annotated of 1972, as amended (Supp. 2015).
- 6.9 **Severability.** If any section, subsection, paragraph, subparagraph, clause, subclause or other provision (collectively, solely for purposes of this Section 6.9, a “**Provision**”) of this Agreement be held illegal, invalid or otherwise unenforceable in any respect and for any reason whatsoever by any court of competent jurisdiction, the invalidity of such applicable Provision shall not invalidate or render unenforceable any of the remaining Provisions hereof; the validity, legality and enforceability of the remaining Provisions shall not in any way be affected or impaired thereby; and this Agreement shall be construed and enforced as if such illegal or invalid Provision had not been contained herein. In the event any such Provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable Provision that is as near in economic benefit to both Project Owner and the City as possible to the provision found to be invalid, illegal or unenforceable. If any Abatement or Exemption of Taxes provided in this Agreement is held to be illegal or invalid in whole or in part, this Agreement shall be construed to provide the maximum lawful Tax benefit to Project Owner for the maximum lawful term.
- 6.10 **Assignability.** Project Owner, singularly or collectively, may assign its rights under this Agreement to the following persons/entities as follows (collectively “**Permitted Successors/Assignees**”):
- 6.10.1 **Rights to Project.** Project Owner, singularly or collectively, may, without the consent of (but with prompt written notice to) the City, freely transfer all or any portion of its interests in the Park and Eligible Property to any one or more related or unrelated entities.
- 6.10.2 **Assignment to Purchaser of Facility.** Project Owner, singularly or collectively, may also, without the consent of (but with prompt written notice to) the City, freely assign all or any part of its rights under this Agreement with respect to the Park and Eligible Property to any one or more related or unrelated entities acquiring all or substantially all of the Park and Eligible Property, in which case any party who acquires the Park and Eligible Property, or any part thereof, shall succeed to the rights, privileges and obligations of, and shall be substituted for, Project Owner

under this Agreement, and Project Owner shall automatically be released from its obligations under this Agreement by such assignment.

6.10.3 **Collateral Assignments.** Notwithstanding anything to the contrary contained herein, all or any part of this Agreement may, in any and all circumstances and without the consent of the City (but with prompt written notice thereto), be collaterally assigned, and/or assigned outright upon a default in its obligations thereto, to or on behalf of any lenders to the Project Owner or to any other entity, providing financing for the Park and Eligible Property, by Project Owner, singularly or collectively, to or on behalf of such lenders, or any other entity, providing financing for the Park and Eligible Property. In the event of a collateral assignment to Project Company's lenders, the City shall promptly provide to such lenders any consent to collateral assignment reasonably requested by such lenders.

6.10.4 **Effect of Assignment.** Any such permitted assignment shall be binding upon, and inure to the benefit of, both the Parties hereto, their respective Permitted Successors/Assigns, and any owner of the Park and the Eligible Property which benefits from this Agreement to the same extent as if each such Permitted Successor/Assignee were in each case specifically named as a Party to and was a signatory of this Agreement, with such Permitted Successors/Assigns succeeding to the Tax benefits granted herein and all of the other rights, privileges and obligations of the Project Owner or other assignors under this Agreement in accordance with applicable State law.

6.10.5 **Notice.** In the event of any such assignment, Project Owner will provide prompt written notice of such assignment to the City so that the annual Fee-in-Lieu statement under Subsection 4.11 can be properly directed.

6.11 **Authority.** The Parties hereto recognize, acknowledge, and agree that the agreements contained herein have been the subject of arm's length negotiations between the Parties, and each of the Parties recognizes, acknowledges, represents, and warrants on their own behalf, that, to the best of their knowledge and to the extent permissible under applicable State law, the obligations set forth herein are the valid and legally and mutually binding reciprocal obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof. Each of the Parties and each of the officers or officials thereof represents and warrants that the terms and provisions of this Agreement applicable to, and his or her execution of this Agreement in the name of and on behalf of, such Party has been authorized and approved, as required by law, by any and all necessary actions of the applicable Council, board of directors, or other appropriate governing body of the Party and that such officer or official has been duly authorized by such Party and is authorized to execute this Agreement on behalf of and in the name of such Party.

- 6.12 **No Personal Liability.** The Parties acknowledge and agree that, except as may otherwise be required by any applicable provisions of the Tax statutes or State law, in no event shall any Person be personally liable to another Party for any payments, obligations or performance due under this Agreement, or for any breach or failure of performance of a Party hereunder, and that the sole recourse for payment or performance of the obligations hereunder shall be against the Parties themselves and each of their respective assets and not against any other Person, except for such liability as may be expressly assumed by an assignee pursuant to an assignment of, or pursuant to, this Agreement in accordance with the terms hereof. (“**Person**” shall mean, solely for purposes of this Subsection 6.12, an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, limited liability company, joint venture, state or local government or any political subdivision or department, agency or instrumentality thereof, or any other entity of whatever nature or of any individual, partner, member, shareholder, owner, officer, director, employee, affiliate, subsidiary, beneficiary, or elected or appointed public official of any Party.)
- 6.13 **Term of Agreement.** The Term of Agreement shall begin on the Effective Date and shall continue with respect to the Fee-in-Lieu at least until payment in full of the tenth and final Fee-in-Lieu Amount under the Fee-in-Lieu granted for the Eligible Property pursuant to Subsection 4.6; *provided, however*, that the provisions of Section 5 and any other applicable provisions of this Agreement shall survive the termination of the FIL Term, shall continue in full force and effect for the entire Term of Agreement, and shall continue to be construed and implemented in accordance and consistent with any other applicable terms and provisions of this Agreement.
- 6.14 **Validity/Effective Date.** This Agreement shall not be valid until executed by all of the Parties and consented to and approved by the MDA by its execution and delivery of the FIL Certificate and shall be effective as of the last date of execution of this Agreement by the respective Parties hereto and/or the FIL Certificate by the MDA, determined by reference to the dates set forth opposite their respective names on the signature pages attached hereto and in the FIL Certificate, respectively (“**Effective Date**”).
- 6.15 **Further Assurances.** Each Party agrees to do all things, take all required actions, and execute such further instruments or documents as any other Party may from time to time may reasonably request in order to confirm, carry out or more fully effectuate the transactions and results contemplated by this Agreement.
- 6.16 **Notices.** Any communication or notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and sent by a nationally-recognized overnight courier for delivery on the following business day; by first-class U.S. mail, postage prepaid, registered or certified; or by telex, telecopy or electronic mail (with such telex, telecopy or electronic mail to be confirmed

promptly in writing sent by mail or overnight courier as previously provided) - addressed as follows:

Development at: Hattiesburg Clinic Tatum Park Development, LLC
c/o Hattiesburg Clinic Professional Association
415 South 28th Avenue
Hattiesburg, Mississippi 39401
Attention: Chief Financial Officer
Fax: 601-268-5784

Clinic at: Hattiesburg Clinic Professional Association
415 South 28th Avenue
Hattiesburg, Mississippi 39401
Attention: Chief Financial Officer
Fax: 601-268-5784

with a copy to: Butler Snow LLP
Attorneys at Law
1020 Highland Colony Parkway, Suite 1400
Post Office Box 6010
Ridgeland, Mississippi 39157
Attention: W. Eugene Magee
Fax: 601-985-4500

City at: President
City Council
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

and

Mayor
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

with a copy to: Clerk of the Council
City Council of the City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39404-1898
Fax: 601-545-4608

and

City Attorney
City of Hattiesburg
Post Office Box 1624
Hattiesburg, Mississippi 39403
Fax: 601-582-4140

and

Director of Administration/City Clerk
City of Hattiesburg
Post Office Box 1624
Hattiesburg, Mississippi 39403
Fax: 601-582-4140

MDA at:

Mississippi Development Authority
501 North West Street (39202)
P. O. Box 849
Jackson, Mississippi 39205-0849
Attention: Executive Director
Fax: 601-359-3613

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to this Subsection 6.16.

- 6.17 **Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, shall be construed to give any person or entity (other than Development and the Parties hereto and their Permitted Successors/Assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision contained herein.
- 6.18 **Presumption.** No presumption will apply in favor of any Party hereto in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.
- 6.19 **Force Majeure.** The commitments and obligations set out in this Agreement shall be subject to adjustment upon the occurrence and during the continuation of any event constituting a Force Majeure Event. For purposes of this Agreement, a "**Force Majeure Event**" shall mean any failure or delay by any Party hereto to perform its obligations and commitments under the terms of this Agreement by reason of a hurricane, tornado, other natural disaster or other act of God; war, insurrections, riots, civil insurrection or disturbance; orders or other acts of any kind of any department, agency, instrumentality or institution the government of the United States, the State or City; epidemics, explosions, terrorism; failure of utilities for an extended period of time; the inability of the Project Owner to obtain component materials, machinery and equipment or construction services due to a lack of necessary rail, trucking or port services, strikes or other labor

disturbances; or any other similar event beyond the reasonable control of Project Owner, any of which events must occur in the United States and materially impact construction of the Park and must not be caused, directly or indirectly, by the Project Owner, in order to constitute a Force Majeure Event. If a Force Majeure Event should occur, the Parties agree to negotiate in good faith to resolve any such situation in the best interest of the Project. Notwithstanding the foregoing, no event will be considered a Force Majeure Event if and to the extent that the Project Owner could have prevented the event by taking reasonable precautions. A change in law shall not be a Force Majeure Event.

6.20 **Interpretation.** This Agreement shall be subject to interpretation as follows:

- 6.20.1 Unless the context requires otherwise, the definitions in Section 1 shall apply equally to both the singular and plural forms of the terms defined, and the gender of pronouns used herein shall include the corresponding masculine, feminine and neuter forms.
- 6.20.2 The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation."
- 6.20.3 When used herein, the terms "shall" or "will" are mandatory words unless expressed otherwise, while the term "may" is a permissive word unless expressed otherwise.
- 6.20.4 The words "herein," "hereof," "hereto," and "hereunder," "hereunto," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement, unless the context shall otherwise require.
- 6.20.5 All references herein to Preamble, Background, Articles, Sections, Subsections, Paragraphs, Subparagraphs, Clauses, Appendices, Exhibits and Schedules shall be deemed to be references to the Preamble, Background, Articles, Sections, Subsections, Paragraphs, Subparagraphs, Clauses, Appendices, Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

- 6.20.6 Unless expressly described to the contrary, references in this Agreement to (i) any document, instrument or agreement (A) shall include all exhibits, schedules, appendices and other attachments thereto, (B) shall include all documents, instruments or agreements issued or executed in replacement or substitution thereof, and (C) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, amended and restated, supplemented or otherwise modified (or reaffirmed by any reaffirmation or other agreement) from time to time and in effect at the time of determination (subject, in each case, to any restrictions on such amendments, restatements, supplements or modification set forth herein) and (ii) provisions of any statute, rule or regulation or other similar governmental pronouncement shall include any successor provisions thereof.
- 6.20.7 Whenever a period of time prescribed in this Agreement for the performance of any obligation expires on, or a day or date set forth for performance of an obligation falls on, a Saturday, Sunday or a recognized legal holiday in the State, then such expiration of a period of time or such date shall be delayed and shall be deemed to occur on the next following business day.
- 6.20.8 Words in this Agreement which are capitalized are intended as defined terms and may actually be defined in a provision of this Agreement other than Section 1 and at a point in this Agreement subsequent to the first appearance of such capitalized word or words.
- 6.20.9 All Appendices, Exhibits and Schedules being referenced herein as being attached hereto shall be deemed to be incorporated herein by reference and expressly made a part hereof for all purposes as if fully copied herein, and are numbered to correspond to the provision of this Agreement to which they related.

6.21 **Binding Effect.**

- 6.21.1 The Park is an “economic development project” to which the State has committed or will commit state funds in the form of the DIP Grant in order to incentivize Project Owner to locate its HCIF in, and to create the City Jobs in, the State, pursuant to Code § 17-25-27(1).

- 6.21.1.1 The Council is authorized by Code § 17-25-27(2)(b), in order to bind future city councils of the City, to enter into this Agreement for a period of up to twenty (20) years (“**Term of Agreement**”), thus requiring such future city councils to approve any request for an Exemption from Taxes made in accordance with this Agreement and in the manner provided by State law for the applicable maximum term; provided, however, that, pursuant to Code § 27-31-104(4), the term for which a Fee-in-Lieu granted

under this Agreement shall not exceed a single FIL Term commencing on the COC Date.

6.21.1.2 The Council does, therefore, as authorized by Section 17-25-27 of the Code, hereby express its intention to, and does hereby, bind, for the Term of Agreement, future city councils of the City to approve and grant any request under this Agreement for an Exemption from Taxes made in the manner provided by State law for the applicable maximum term.

6.21.2 Pursuant to Code § 27-31-104(4), this Agreement shall become a binding obligation of the Parties effective upon both its execution by the Parties and its approval by the MDA and shall then be binding, according to its terms, on future city councils of the City for the duration of the Agreement.

6.21.3 Notwithstanding Code §§ 27-31-104(4) & 17-25-27, Paragraphs 6.21.1 and 6.21.2, and Subparagraphs 6.21.1.1 and 6.21.1.2, the City hereby expressly acknowledges and agrees that, upon commencement of construction of the first Building, Project Owner will have already commenced Project Owner Performance of this Agreement in reliance upon the Inducement provided and to be provided by the City for the Park in accordance with this Agreement and that this Agreement will, consequently, no longer be executory in nature and is intended to be fully enforceable between and among the Parties to the fullest extent provided by State law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT

BLANK – SIGNATURE PAGES FOLLOW]

Execution

IN WITNESS WHEREOF, the Clinic has caused its name to be hereunto subscribed on its behalf of and in its name by and on its behalf by its President and the City has caused its name to be hereunto subscribed and attested on its behalf of and in its name by the Council President and the Mayor, respectively, acting in their official capacities, on the dates set forth opposite their respective names, having first been duly authorized by such Parties to do so; and the MDA has caused its name to be subscribed by its Executive Director, on its behalf and for and on behalf of the State of Mississippi, to the "Certificate Of Final Approval of the Mississippi Development Authority" attached hereto as Exhibit 2.2, on the date set forth opposite his name thereon, being been duly authorized by the MDA to do so.

Clinic:

HATTIESBURG CLINIC
PROFESSIONAL ASSOCIATION

Date: _____, 2016

By: _____
John M. Fitzpatrick, President

City:

CITY OF HATTIESBURG, MISSISSIPPI

Date: October 18, 2016

By: 
Carter Carroll, President, City Council

ATTEST:

By: 
Debbie Bernardo, Clerk of Council

Date: October 18, 2016

By: 
Johnny L. DuPree, Ph.D., Mayor

ATTEST:

By: 
Kermas Eaton, City Clerk

MDA: MISSISSIPPI DEVELOPMENT AUTHORITY,
acting for and on behalf of itself and the State of
Mississippi

By: [See Separate FIL Certificate Attached as
Exhibit 2.2]
Glenn McCullough, Jr.,
Executive Director

EXHIBIT (1)
Survey of Project Site

EXHIBIT (2)

Site Map

A101

PERKINS & WILLIAMSON
ARCHITECTS, PLLC

SHEET NO.

HIGHWAY 11 WEST

HIGHWAY 11 EAST

1" = 50'-0"

OVERALL SITE PLAN

PROJECT NO. 15-0002
DATE 11/19/15
SCALE 1" = 50'-0"
DRAWN BY CW
CHECKED BY CW
BY WORK



HATTIESBURG, MISSISSIPPI
HATTIESBURG CLINIC, P.A.

PERKINS & WILLIAMSON
ARCHITECTS, PLLC
1400 MARKET BLVD., SUITE 200
HATTIESBURG, MISSISSIPPI 39402
TEL: 601.545.2400 FAX: 601.545.2404
WWW.PERKINSWILLIAMSON.COM

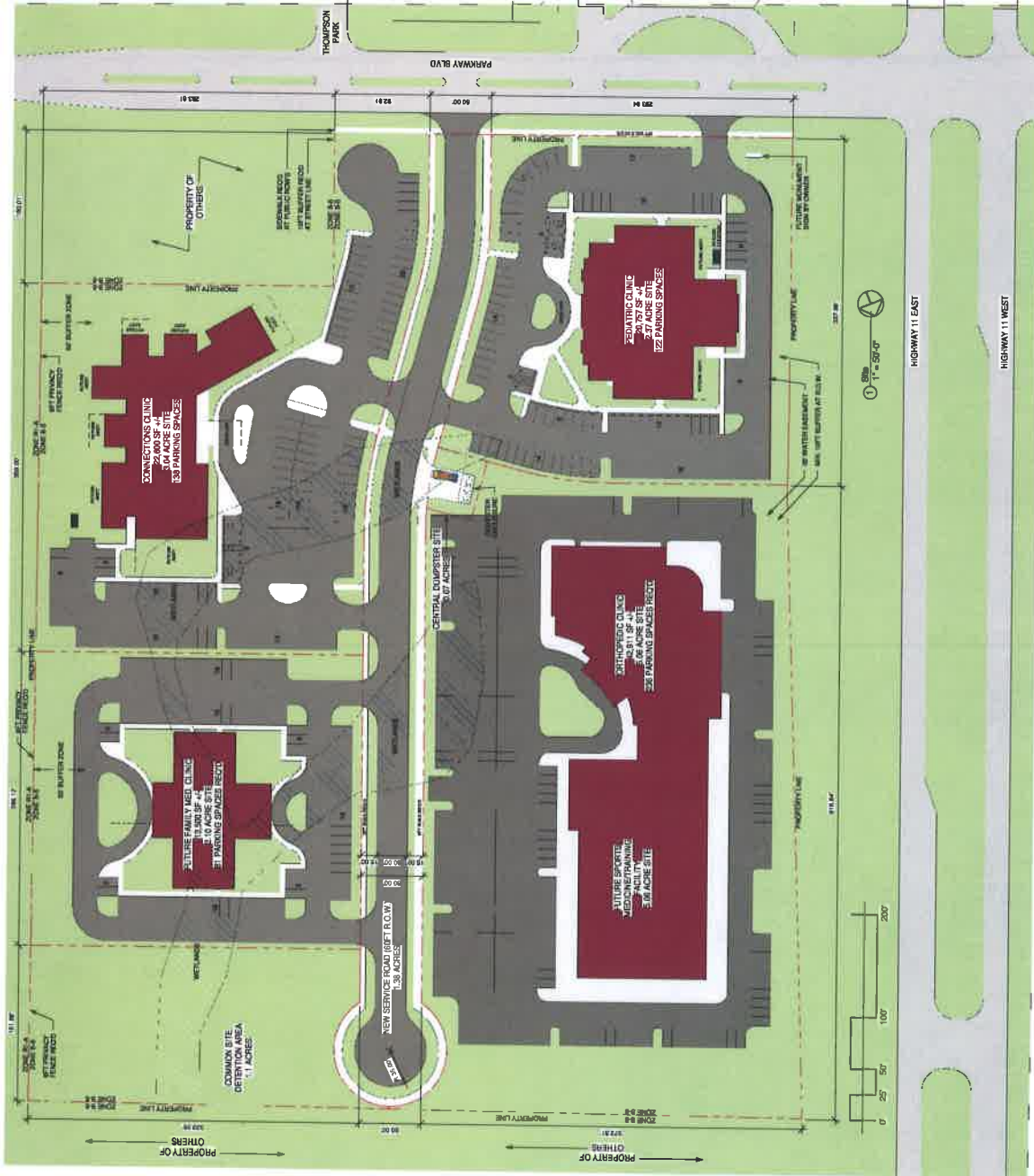


EXHIBIT (7)-1

Legal Description of Pediatric Site/Leased Property

EXHIBIT (7)-1

LEGAL DESCRIPTION OF PEDIATRIC SITE

HATTIESBURG CLINIC TATUM PARK DEVELOPMENT LLC

A parcel of land located in part of the SE 1/4 of the NW V₄ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11, said point is also the POINT OF BEGINNING; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin; thence leaving said east right-of-way run S65°44'07"E for 172.73 feet to a set iron pin; thence along a curve to the right for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet a chord length of 91.11 feet and a chord bearing of S58°14'07"E; thence run S50°44'07"E for 80.86 feet to a set iron pin; thence run S39°15'53"W for 145.61 feet to a set iron pin; thence along a curve to the left for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of S31°45'53"W; thence run S24°15'53"W for 75.48 feet to a set iron pin on the north right-of-way of Parkway Boulevard; thence run N65°41'50"W along said north right-of-way for 295.44 feet back to the POINT OF BEGINNING;
Said parcel contains 2.375 acres more or less.

30056079v1

EXHIBIT (7)-2

Legal Description of Clinic Site

EXHIBIT (7)-2

LEGAL DESCRIPTION OF CLINIC SITE

HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION

A parcel of land located in part of the NE 1/4 of the SW 1/4, part of the SE 1/4 of the NW 1/4, part of the SW 1/4 of the NE 1/4, and part of the NW 1/4 of the SE 1/4, all lying in Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin and the POINT OF BEGINNING; thence continue N24°53'45"E along said east right-of-way for 16.88 feet to a found concrete right-of-way marker; thence continue along said east right-of-way N22°22'20"E for 598.83 feet to a found concrete right-of-way marker; thence continue along said east right-of-way N25°20'53"E for 1.70 feet to a set iron pin; thence leaving said east right-of-way run S65°04'10"E for 754.69 feet to a found iron pin; thence run S24°45'25"W for 797.01 feet to a found iron pin; thence run N65°39'51"W for 133.55 feet to a found iron pin; thence run N65°39'27"W for 150.11 feet to a found iron pin; thence run S24°18'01"W for 150.11 feet to a found iron pin on the north right-of-way of Parkway Boulevard; thence run N65°38'18"W along said north right-of-way for 59.93 feet to a found iron pin; thence continue along said north right-of-way N65°41'50"W for 92.84 feet to a set iron pin; thence leaving said north right-of-way run N24°15'53"E for 75.48 feet to a set iron pin; thence along a curve to the right for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of N31°45'53"E; thence run N39°15'53"E for 145.61 feet to a set iron pin; thence run N50°44'07"W for 80.86 feet to a set iron pin; thence along a curve to the left for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet, a chord length of 91.11 feet and a chord bearing of N58°14'07"W; thence run N65°44'07"W for 172.73 feet back to the POINT OF BEGINNING. Said parcel contains 12.757 acres more or less.

30055451v1

EXHIBIT (12) – 1
Forrest General Letter of Support



ForrestGeneral HOSPITAL

May 4, 2015

Financial Resources Division
Mississippi Healthcare Industry Zone Act
Mississippi Development Authority
P.O. Box 849
Jackson, MS 39205

Subject: Hattiesburg Clinic Professional Association
Application for Mississippi Healthcare Industry Zone Act

To Whom It May Concern:

I am the Chief Executive Officer for Forrest General Hospital which is a 512 bed acute care facility located in Hattiesburg, Mississippi and operating under a Certificate of Need issued by the State of Mississippi. I am aware of Hattiesburg Clinic's desire to construct three additional medical office buildings within five miles of our facility. My understanding of the project is that the additional space will provide the Clinic an opportunity to continue to grow its physician base which provides inpatient services to our Hospital. This will be good for us as South Central Mississippi continues to need additional physicians in the specialties of orthopedics and pediatrics.

Forrest General Hospital supports the Hattiesburg Clinic's development of new medical office space that will provide the ability to recruit additional physicians and allied health providers to meet the healthcare needs of our region. Forrest General Hospital believes this expansion will benefit the healthcare services provided in our area.

If any additional information is needed, please do not hesitate to contact me.

Sincerely,

Evan Dillard

EXHIBIT (12) - 2
Copy of HCIF Certificate Issued by MDA

**ORDER OF THE MISSISSIPPI DEVELOPMENT AUTHORITY
DIRECTING THE ISSUANCE TO HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION
OF A HEALTH CARE INDUSTRY FACILITY CERTIFICATE**

WHEREAS, this Authority has heard and taken oral and documentary evidence and has made full investigation of the matter and on the basis thereof does hereby find and determine as follows:

Hattiesburg Clinic Professional Association qualifies for assistance under the Mississippi Health Care Industry Zone Act, pursuant to Section 57-117-1, et seq., Mississippi Code of 1972 Annotated, as Amended.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

The Health Care Industry Facility Certificate (the "Certificate") requested by Hattiesburg Clinic Professional Association (the "Company") is hereby granted and issued in the following form and conditions:

HEALTH CARE INDUSTRY FACILITY CERTIFICATE: HC-22

ESTIMATED JOB CREATION COMMITMENT: 79

ESTIMATED INVESTMENT COMMITMENT: \$26,382,000

ELIGIBLE SITE - LOCATION:

Intersection of Hwy. 11 and Parkway Blvd.
Hattiesburg, Mississippi

DATE OF CERTIFICATE: May 29, 2015

This Certificate is hereby approved subject to the approved application and representations made by the Company therein.

The thresholds established in this Certificate shall remain constant for the duration of the project.

It is understood the Company has 60 months from the date of this Certificate to meet its job creation commitment of at least twenty-five jobs and such job figures must be confirmed by the Mississippi Development Authority or make a minimum capital investment of ten million dollars within 24 months from the date of certification.

Approved by


Manning McPhillips
Interim Executive Director



EXHIBIT (21)
Development Affidavit

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, John M. Fitzpatrick ("Affiant"), who, being first duly sworn by me, upon oath states as follows:

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

(1) Affiant is the President of Hattiesburg Clinic Professional Association, a Mississippi professional corporation ("Clinic"), which is the Managing Member of Hattiesburg Clinic Tatum Park Development LLC, a Mississippi limited liability company ("Development"), and, in such capacity, Affiant executes this Affidavit solely for such limited purposes herein specifically indicated and for no other purposes.

(2) In order to meet the increasing health care demands for behavioral health, pediatric, and orthopedic services in southeast Mississippi, Clinic and Development (collectively "Project Owners") propose to jointly design, construct and develop a new medical office park ("Park") on fifteen (15) acres of land located at the corner of U. S. Highway 11 and Parkway Boulevard ("Project Site") in the City of Hattiesburg ("City") for the sole and exclusive use by Clinic.

(3) The Park will be composed of three (3) buildings ("Buildings"), one of which will be the Pediatric Clinic building ("Pediatric Clinic" and "Pediatric Building"). The Pediatric Building will contain approximately 22,000 square feet. Construction of the Park will begin and will be completed in phases. Site work on the Project Site commenced in late July, 2015 in order to facilitate the final layout of the Buildings. The Pediatric Building will be the first Building constructed. Actual construction of the Pediatric Building should take approximately twelve (12) months, with construction commencing about March, 2016, and being completed about January, 2017.

(4) Due to certain Financing (*see* (6) below) considerations, the portion of the Project Site necessary for the Pediatric Building has previously been sold by the Clinic to Development ("Pediatric Site"), a legal description of which is attached hereto as "Exhibit (4)," and the Pediatric Building (collectively with the Pediatric Site, the "Development Project") will be owned by Development but will be constructed by Development in accordance with the design and specifications of Clinic. The Development Project will then be leased entirely to Clinic under a certain lease ("Lease") between Clinic and Development ("Leased Property"). The remainder of the Project Site will be owned by Clinic. The other Buildings will be constructed and owned by Clinic on the remainder of the Project Site owned by Clinic ("Clinic Project") and, together with the Development Project, collectively the "Project"). The Development Project will, consequently, consist of the Pediatric Building, Pediatric Site, any other real property improvements owned by Development on the Project Site, and a real property interest

of Clinic in the form of a leasehold interest in the Leased Property ("**Leasehold Interest**"). As a result, title to the Leased Property will be held by Development, with such Leased Property, however, being leased exclusively to Clinic. Consequently, Clinic will have an exclusive Leasehold Interest in the Leased Property owned by Development.

(5) The total capital expenditures for the Development Project in the City are currently estimated by the Project Owner to be approximately Six Million Two Hundred One Thousand Dollars (\$6,201,000.00) ("**Development Investment**").

(6) Development is directly owned eighty-eight percent (88%) by the Clinic and twelve percent (12%) by Care Management Organization, LLC, a Mississippi limited liability company, which is a fifty percent (50%)/fifty percent (50%) joint venture ("**Joint Venture**") between the Clinic and Forrest General Hospital Managed Care Services, Inc. ("**Forrest General**"), with the Clinic thus having a total aggregate direct and indirect ownership interest in Development of ninety-four percent (94%) and Forrest General having an indirect ownership interest in Development of six percent (6%). Development is a special purpose, single-project entity required for the financing of the Development Project by Clinic using certain State and federal "new markets tax credits" financing ("**Financing**"). Following the end of the seven (7) year compliance period for the Financing, Development will probably be dissolved.

(7) Since the Leased Property is owned by Development, Development has the legal responsibility for the payment to the City of the ad valorem real and personal property taxes ("**Taxes**") with respect thereto. However, as between the Development and Clinic, the Lease contains certain specific provisions with respect to the contractual allocation of the economic responsibility and burden for the Taxes on the Leased Property.

(8) Clinic has represented to Development that Clinic has negotiated a certain "Ad Valorem Property Taxes Agreement" ("**Agreement**") with the City pursuant to which Clinic (and indirectly Development as the property owner and taxpayer) is to be granted a certain fee-in-lieu amount ("**Fee-in-Lieu Amount**") on, *inter alia*, its Leasehold Interest, which Fee-in-Lieu Amount represents a two-thirds ($\frac{2}{3}$ rd) abatement ("**Abatement**") of the Taxes in the form of a payment in lieu of the Taxes otherwise due from Development on the Leased Property because of the use of such Leasehold Interests in the health care enterprise of Clinic. Pursuant to the Agreement the City Clerk/Tax Division of the City will annually calculate the Fee-in-Lieu Amount on the Leased Property and will then bill such resulting Fee-in-Lieu Amount directly to Development at the address indicated in "**Exhibit (8)**" attached hereto, with a copy to Clinic, in lieu of any Taxes on the Leasehold Interest.

(9) Since the Leasehold Interest of Clinic will not be assessed by the Tax Assessor of the County separately from Development's underlying fee ownership interest in the Leased Property, Development recognizes and acknowledges that it has the legal responsibility, as between the City and Development, to pay, and will pay, to the City Clerk/Tax Division such Fee-in-Lieu Amount in lieu of any Taxes otherwise due on the Leased Property, as directed in such Fee-in-Lieu Amount bill. Development will then, under the terms of the Lease, bill such Fee-in-Lieu Amount to Clinic in lieu of any Taxes on the Leasehold Interests. Since the Fee-in-Lieu Amount represents an Abatement and payment in lieu of the Taxes otherwise due by Clinic on the Leasehold Interest because of its use of such Leasehold Interest in its health care enterprise and

since Clinic has the contractual legal responsibility for the payment to Development of the Taxes with respect thereto, Clinic will, therefore, then have the contractually responsibility under the Lease to pay to Development the Fee-in-Lieu Amount instead of the Taxes otherwise due on the Leased Property. Therefore, even though title to the Leased Property remains in the name of Development, as between Development and Clinic, Clinic bears the ultimate responsibility and economic burden for the payment of the Fee-in-Lieu Amount with respect to its Leasehold Interest.

(10) In addition, the terms of the Lease will also result in the ultimate economic benefit of the Abatement of Taxes with respect to the Leasehold Interest granted to and/or for the benefit of Clinic by the City as a result of the location of its health care enterprise on the Leased Property in the City inuring directly to Clinic through a reduction of its responsibility for payment of Taxes to Development in an amount equivalent to such Abatement even though such Abatement, as a legal matter, results in a reduction of Taxes otherwise payable by Development to the City because Development will pass the entire economic benefit from its payment of the Fee-in-Lieu Amount directly to Clinic.

(11) Development, therefore, hereby executes this Affidavit in connection with the Agreement solely to indicate that Development is the owner and lessor to Clinic of such Leased Property but, pursuant to the terms of the Lease, both that, as between Development and Clinic, Clinic bears the ultimate responsibility and economic burden for the payment of the Taxes on its Leasehold Interest, and, consequently, of the Fee-in-Lieu Amount, with respect thereto and that, as between the Development and Clinic, the economic benefit from any Abatement of such Taxes, and, consequently, from the Fee-in-Lieu Amount, with respect thereto will inure directly to the benefit of Clinic, as well as solely for such other limited purposes herein specifically indicated and for no other purposes.

(12)


John M. Fitzpatrick
(Signature of Affiant)

SWORN TO AND SUBSCRIBED before me this the 1st day of March, 2016.


NOTARY PUBLIC

My Commission Expires:

4/24/2019
[AFFIX NOTARIAL SEAL]



Affidavit

EXHIBIT (4)

**Legal Description of Real Property Constituting
the Pediatric Site/Leased Property**

EXHIBIT (4)

LEGAL DESCRIPTION OF PEDIATRIC SITE/LEASED PROPERTY

HATTIESBURG CLINIC TATUM PARK DEVELOPMENT LLC

A parcel of land located in part of the SE 1/4 of the NW V₄ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found pine knot and 2" diameter metal pipe marking the SW corner of said Section 29; thence run NORTH for 2799.52 feet; thence run EAST for 2023.35 feet to a set iron pin on the east right-of-way of U.S. Highway 11, said point is also the POINT OF BEGINNING; thence along said east right-of-way N24°53'45"E for 338.07 feet to a set iron pin; thence leaving said east right-of-way run S65°44'07"E for 172.73 feet to a set iron pin; thence along a curve to the right for 91.37 feet to a set iron pin, said curve having a radius of 349.00 feet a chord length of 91.11 feet and a chord bearing of S58°14'07"E; thence run S50°44'07"E for 80.86 feet to a set iron pin; thence run S39°15'53"W for 145.61 feet to a set iron pin; thence along a curve to the left for 90.32 feet to a set iron pin, said curve having a radius of 345.00 feet, a chord length of 90.06 feet and a chord bearing of S31°45'53"W; thence run S24°15'53"W for 75.48 feet to a set iron pin on the north right-of-way of Parkway Boulevard; thence run N65°41'50"W along said north right-of-way for 295.44 feet back to the POINT OF BEGINNING; Said parcel contains 2.375 acres more or less.

30055187v1

Affidavit

EXHIBIT (8)

Initial Mailing Address Designated by Development

Hattiesburg Clinic Tatum Park Development, LLC
c/o Hattiesburg Clinic Professional Association, Managing Member
415 South 28th Avenue
Hattiesburg, MS 39401
Attention: Chief Financial Officer

Or such other address as Development shall have most recently forwarded to the City Clerk/Tax Division of the City of Hattiesburg, Mississippi.

EXHIBIT 2.2
MDA Certificate

EXHIBIT 2.2

CERTIFICATE OF FINAL APPROVAL OF THE MISSISSIPPI DEVELOPMENT AUTHORITY

As required by Section 27-31-104, Mississippi Code of 1972 ("Code"), as amended effective February 08, 2016 by H.B. 1, § 21, 2016 Leg., 1st Ex. Sess. (hereinafter all references to Code § 27-31-104 are to such statute as so amended), the Mississippi Development Authority ("MDA"), an agency of and acting for itself and for and on behalf of the State of Mississippi, has reviewed certain applicable provisions of the Ad Valorem Property Taxes Agreement ("Agreement") between the City Council of the City of Hattiesburg ("City"), Mississippi, and Hattiesburg Clinic Professional Association ("Clinic"), which it deemed relevant to its statutory duties under Code § 27-31-104 and that relate to a Fee-in-Lieu of ad valorem property taxes approved by the City for the benefit of and granted to the Clinic.

MDA now finds that the relevant provisions of the Agreement (specifically including, but not necessarily limited, to §§ 2.2; 2.4; 4.1; 4.2; 4.3; 4.4; 4.5.1; 4.5.2; 4.7; 4.8; 5.1.1; 5.2; and 6.10 of the Agreement), regarding a Fee-in-Lieu under Code § 27-31-104, satisfy the statutory requirements of Code § 27-31-104 in that the Agreement: is made with respect to an "enterprise" as described in Code § 27-31-101(3)(j) ("Enterprise"); requires an investment of not less than Ten Million Dollars and Zero Cents (\$10,000,000.00) in the Enterprise in the State in order to qualify for the Fee-in-Lieu as required by Code §§ 27-31-104(1)(b) & 57-117-3(a)(i); provides that the Fee-in-Lieu will not be less than one-third (1/3rd) of the Taxes which would otherwise be levied and due on the assessable Eligible Property (as defined in the Agreement) as required by Code § 27-31-104(4); allows the school districts to receive their statutorily required pro rata share of the annual Fee-in-Lieu payment as required by Code § 27-31-104(4); and provides for a FIL Term of the Fee-in-Lieu of not more than ten (10) years as required by Code § 27-31-104(4). MDA does not express any opinion as to the other provisions of the Agreement not related to the application of Code § 27-31-104.

This Certificate of Final Approval is intended to and does constitute the statutorily-required final approval by the MDA, pursuant to Code § 27-31-104(3), of the Fee-in-Lieu for the Clinic's enterprise in the City of Hattiesburg, Mississippi, as satisfying the requirements of Code § 27-31-104.

APPROVED this the _____ day of _____, 2016.

MISSISSIPPI DEVELOPMENT AUTHORITY, for
itself and for and on behalf of the State of Mississippi

By: _____
Glenn McCullough, Jr., Executive Director



City of Hattiesburg, MS

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

Master

File Number: 2016-3018

File ID: 2016-3018

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Agreement with Mississippi State Fire Academy to administer the NFPA 1001 Field Program.

Final Action: 10/18/2016

Minute Book Number:

Title:

Authorize the Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1001 Field Program.

Notes:

Sponsors:

Enactment Date:

Attachments: MSFA- Agreement, executed MSFA- Agreement

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize the Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1001 Field Program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3018

Title

Authorize the Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1001 Field Program.

Summary

Mississippi State Fire Academy to conduct the NFPA 1001 Field Program to the Hattiesburg Fire Department.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Reggie Bell
Executive Director

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Mike Chaney
Insurance Commissioner

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: **Hattiesburg Fire Department**
Address: **53rd Academy Drive**
City, State Zip: **Hattiesburg, Ms 39401**
Phone:
Fax: **601-545-4652**
Federal ID Number:
Contact Person/Title: **Training Officer**
Email Address:

1. DATE(S) OF SERVICE: **November 2016**
2. LOCATION FOR SERVICE TO BE PERFORMED: **Hattiesburg Fire Department**
3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:

Ms Fire Academy staff is to conduct a NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2015 catalog. Certificates will be issued for those that complete the course successfully.

All documents and curriculum provide to the Hattiesburg Fire Department from the Mississippi Fire Academy is property of the Academy and cannot be duplicated for use outside of this delivery.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: **_15_**
5. SERVICE FEE: **\$7,500.00 (\$500 per person with a minimum of 10 participants)**
15 Fundamental of FF books at \$90.25 each = \$1,353.75
Total: \$8,853.75

For Books, please contact Shannon Torregano at storregano@msfa.state.ms.us or 601-932-2444 to order.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: ☐ Breakfast served 6:30 a.m. to 7:15 a.m. ☐ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes ☐ Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY
Fax: (601) 932-2819
E-Mail: fireacademy@msfa.state.ms.us
Home Page: <http://www.mfid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

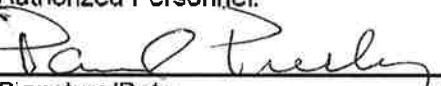
PARTIES IN AGREEMENT:

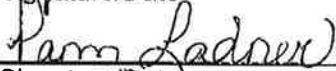
Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive
Director
Authorized Personnel: Pam Ladner, Office Director

Customer: Hattiesburg Fire Department
Authorized Personnel: Fire Chief

Title: Fire Chief
Authorized Personnel:

 10-4-16
Signature/Date

 10/7/16
Signature/Date

 10-4-2016
Signature/Date

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Academy Contact Regarding this Agreement:
Daniel Cross, Instructor Chief

Telephone: 601-932-2444
Email: dcross@msfa.state.ms.us

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
 #1 FIRE ACADEMY U.S.A.
 JACKSON, MISSISSIPPI 39208-9600
 Phone: (601) 932-2444



Reggie Bell
 Executive Director

Memorandum of Understanding

Mike Chaney
 Insurance Commissioner

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 Fax: **601-545-4652**
 Federal ID Number:
 Contact Person/Title: **Training Officer**
 Email Address:

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Ms Fire Academy staff is to conduct a NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2015 catalog. Certificates will be issued for those that complete the course successfully.

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4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: 15
5. SERVICE FEE: **\$7,500.00 (\$500 per person with a minimum of 10 participants)**
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Total: \$8,853.75

For Books, please contact Shannon Torregano at storregano@msfa.state.ms.us or 601-932-2444 to order.

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MISSISSIPPI FIRE ACADEMY
 Fax: (601) 932-2819
 E-Mail: fireacademy@msfa.state.ms.us
 Home Page: <http://www.mid.state.ms.us/fireacad>

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10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

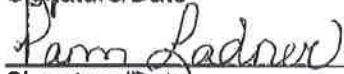
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

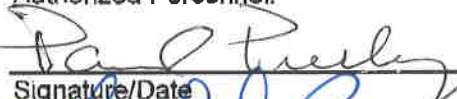
PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive
Director
Authorized Personnel: Pam Ladner, Office Director

Customer: Hattiesburg Fire Department
Authorized Personnel: Fire Chief

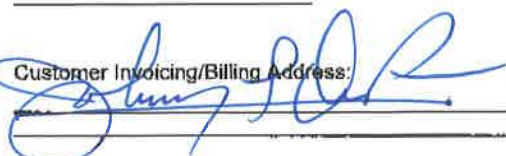
Title: Fire Chief
Authorized Personnel:

 10-4-16
Signature/Date
 10-4-2016
Signature/Date

 10/7/16
Signature/Date
 10-18-16
Optional Signature/Date:

Academy Contact Regarding this Agreement:
Daniel Cross, Instructor Chief
Telephone: 601-932-2444
Email: dcross@msfa.state.ms.us

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:


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Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



City of Hattiesburg, MS

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

Master

File Number: 2016-3031

File ID: 2016-3031

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/12/2016

Brief Title: Authorize Mayor to execute LED Lighting Proposal
with Mississippi Power Company

Final Action: 10/18/2016

Minute Book Number:

Title:

Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting along the Long Leaf Walking Trail that runs East of Highway 49 for a one time up-front cost of \$48,453.00 and a monthly cost of \$2,484.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Long Leaf Trace walking Trail (East of Highway 49),
executed Long Leaf Trace walking Trail (East of
Highway 49)

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting along the Long Leaf Walking Trail that runs East of Highway 49 for a one time up-front cost of \$48,453.00 and a monthly cost of \$2,484.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3031

Title

Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting along the Long Leaf Walking Trail that runs East of Highway 49 for a one time up-front cost of \$48,453.00 and a monthly cost of \$2,484.00.

Summary

Authorize Mayor to execute an LED Lighting Proposal with Mississippi Power Company to upgrade lighting along the Long Leaf Walking Trail that runs East of Highway 49 for a one time up-front cost of \$48,453.00 and a monthly cost of \$2,484.00.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

5082 Old Hwy 42
Hattiesburg MS. 39401
601-545-4164



October 12th, 2016

City of Hattiesburg
Lighting Along Long Leaf Trace
Account# 59841-82000

To Whom It May Concern,

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED lighting proposal for the Long Leaf Trace Walking Trail that runs East of Highway 49. This lighting proposal will improve the quality of light for the area which will enhance the safety and security of our city. We will be utilizing our 50 watt Colonial LED fixture and our 20 foot black aluminum pole for this project.

MPC recommends the following lighting system.

Scope of Work:

Install 10,000 feet of Underground secondary in 2 inch conduit to serve 100 – 50 watt Black Colonial LED fixtures and 100 – 20 foot black aluminum poles. Lights will be spaced 100 feet apart along the walking trail for the entire length of the new Trail that run east from Highway 49.

One time up-front cost of \$48,453 to install all Underground facilities.

Monthly cost for lights and fixtures = \$2,484.00 per month.

\$9.51 per month for each pole

\$15.33 per month for each fixture

Accepted By: (customer signature): _____ Date: _____

Once you are ready to move forward with the installation please sign/scan/email this form back to me.

Sincerely,

Greg Parker
MS Power Lighting Services
601-545-4164

Proprietary and Confidential Information

5082 Old Hwy 42
Hattiesburg MS. 39401
601-545-4164



October 12th, 2016

City of Hattiesburg
Lighting Along Long Leaf Trace
Account# 59841-82000

To Whom It May Concern,

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED lighting proposal for the Long Leaf Trace Walking Trail that runs East of Highway 49. This lighting proposal will improve the quality of light for the area which will enhance the safety and security of our city. We will be utilizing our 50 watt Colonial LED fixture and our 20 foot black aluminum pole for this project.

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Monthly cost for lights and fixtures = \$2,484.00 per month.

\$9.51 per month for each pole

\$15.33 per month for each fixture

Accepted By: (customer signature)

A handwritten signature in black ink, appearing to read "Greg Parker".

Date: 10/18/16

Once you are ready to move forward with the installation please sign/scan/email this form back to me.

Sincerely,

Greg Parker
MS Power Lighting Services
601-545-4164

Proprietary and Confidential Information



City of Hattiesburg, MS

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

Master

File Number: 2016-3037

File ID: 2016-3037

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/13/2016

Brief Title: Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoons, per rates proposed in Attachment B.

Final Action: 10/18/2016

Minute Book Number:

Title:

Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg, per the rates for labor, equipment, and outside equipment, parts, materials and vendors proposed in Attachment B.

Notes:

Sponsors:

Enactment Date:

Attachments: Professional Services Contract, L & A, North and South Lagoons, 10-18-16, executed Professional Services Contract, L & A, North and South Lagoons, 10-18-16

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg, per the rates for labor, equipment, and outside equipment, parts, materials and vendors proposed in Attachment B.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-3037

Title

Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg, per the rates for labor, equipment, and outside equipment, parts, materials and vendors proposed in Attachment B.

Summary

Authorize and approve professional services contract with L & A Construction, Inc., to manage and maintain the North and South Lagoons, per rates proposed in Attachment B.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROFESSIONAL SERVICES CONTRACT

1. PARTIES:

The parties to this contract are the CITY OF HATTIESBURG (COH), a Municipality of the State of Mississippi, (the City) and L & A CONSTRUCTION, INC. a Corporation of the State of Mississippi (Contractor).

2. SCOPE OF SERVICES:

The services to be provided by Contractor are described in Attachment A.

3. PAYMENT:

(a) The City of Hattiesburg shall pay for services performed in accordance with this contract at the hourly rate shown in Attachment B. Hourly rates are to include overhead, profit and insurance.

(b) Reimbursement of expenses. The payment for services includes payment for all costs and expenses that may be incurred by Contractor in the performance of services.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$1,200,000.00.

(d) Invoices. All invoices for services will be submitted on a monthly basis to the Contract Manager. The City of Hattiesburg generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City of Hattiesburg for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City of Hattiesburg representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

4. TIME FOR PERFORMANCE:

(a) Contractor will perform all services for a 12 month period from the effective date of this agreement.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown or stoppage of Contractor's employees or subcontractors, Contractor shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. STANDARD PERFORMANCE:

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City of Hattiesburg, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this

contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under Mississippi law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the City of Hattiesburg by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City of Hattiesburg in each instance.

8. SUBCONTRACTORS:

Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the City of Hattiesburg.

9. CONTRACTOR'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of City of Hattiesburg's Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents and subcontractors are entitled for performance

of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City of Hattiesburg. The City of Hattiesburg will not make any federal or state tax withholdings on behalf of Contractor. The City of Hattiesburg shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. Contractor agrees to defend and indemnify the City of Hattiesburg for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City of Hattiesburg may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the City of Hattiesburg, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. WORKPLACE CONDUCT AND BEHAVIOR:

Contractor and Contractor's officers, employees, agents and subcontractors shall comply with the City of Hattiesburg's Substance-free Work Place Policy, Information and Communications System Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City of Hattiesburg or using the City of Hattiesburg facilities or equipment.

11. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City of Hattiesburg. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City of Hattiesburg and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City of Hattiesburg. The City of Hattiesburg acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

12. FORMAT OF DOCUMENTS:

Documents submitted to the City of Hattiesburg in electronic format shall be formatted according to specifications provided by the City of Hattiesburg, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Professional 2007 format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

13. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

14. CONFIDENTIALITY:

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the City of Hattiesburg in the performance of this contract as confidential and proprietary to the City of Hattiesburg. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City of Hattiesburg, or obtained from the City of Hattiesburg or obtained as a consequence of the performance of work to any person other than the City of Hattiesburg, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City of Hattiesburg.

(c) Security plan. If requested by the Contract Manager, Contractor shall prepare a security plan to assure that information obtained from the City of Hattiesburg or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall advise the City of Hattiesburg of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

15. PROHIBITED INTEREST:

No official or employee of the City of Hattiesburg who is authorized in such capacity on behalf of the City of Hattiesburg to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City of Hattiesburg who is authorized in such a capacity and on behalf of the City of Hattiesburg to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

16. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of Hattiesburg, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from

Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of Hattiesburg, the City of Hattiesburg and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City of Hattiesburg. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Hattiesburg for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

17. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 12 months following completion, insurance from insurance companies authorized to do business in the State of Mississippi, as set forth in this section. These policies shall be primary insurance as to the City of Hattiesburg so that any other coverage held by the City of Hattiesburg shall not contribute to any loss under Contractor's insurance.

General liability: Coverage in an amount not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: Coverage in an amount not less than **[\$1,000,000]** per accident for personal injury, including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor coverage in an amount not less than **[\$1,000,000]** per claim.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of Mississippi, but not less than an employer's liability limit of **[\$1,000,000]**.

A deductible or retention may be utilized, subject to approval by the City of Hattiesburg. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

Contractor's insurance is primary to any other insurance available to the City of Hattiesburg with respect to any claim arising out of this Agreement. Any insurance maintained by the City of Hattiesburg shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of

any rights of subrogation against the City of Hattiesburg, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the City of Hattiesburg, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by the City of Hattiesburg, or on equivalent ISO forms that contain provisions required by this contract.

18. ACCIDENT REPORTS:

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City of Hattiesburg any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City of Hattiesburg's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

19. COVENANT AGAINST CONTINGENT FEES:

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the City of Hattiesburg shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

20. TERMINATION OR ABANDONMENT:

(a) City of Hattiesburg's Rights. The City of Hattiesburg has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City of Hattiesburg all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City of Hattiesburg shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City of Hattiesburg and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City of Hattiesburg will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City of Hattiesburg shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) Contractor's Rights. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City of Hattiesburg, which default has not been cured within thirty (30) days following the written notice.

21. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

22. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Contractor shall pay to the City of Hattiesburg the replacement cost of any equipment or repair cost of any facilities provided by the City of Hattiesburg for Contractor's use in performance of services that is lost or damaged by Contractor or Contractor's officers, employees, agents or subcontractors.

(b) Keys. During the term of the contract, Contractor may be issued keys to the City of Hattiesburg facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Contractor will keep a log for each key assigned and each key will be returned to the project manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Contractor shall immediately notify the Contract Manager. A charge will be assessed for all expenses incurred by the City of Hattiesburg, including the replacement of locks, lock cores, keys and other materials necessary to ensure the City of Hattiesburg security level is returned to the same level existing prior to the loss of the key(s). The cost of replacing locks may be as much as \$100.00.

23. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the City of Hattiesburg acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the City of Hattiesburg view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are

virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

24. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of Mississippi. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Forrest, State of Mississippi.

25. ADMINISTRATION:

(a) Contractor's principal place of business and agent for service of process.

Contractor's principal place of business is _____. Contractor's agent for service of process is Charles Sutherland, Sr.

(b) City of Hattiesburg's Representative. The City of Hattiesburg's representative for administration of this contract is _____, who is the designated Contract Manager. The City of Hattiesburg may change the Contract Manager at any time upon notice to the Contractor.

(c) Contractor's Representative. The Contractor's representative for administration of this contract is _____, who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the Contract Manager.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 49403

Attn: _____ (Contract Manager)

Contractor:

L & A Construction, Inc.

P.O. Box 16749

Hattiesburg, MS 39404-6749

Attn: _____ (Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

26. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the City of Hattiesburg and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City of Hattiesburg and Contractor.

27. ADVISE OF COUNSEL:

This contract The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not

be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

28. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

29. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

30. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Hattiesburg all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the City of Hattiesburg tenders final payment to Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

31. TAXES:

The Contractor shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

32. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: _____, 20 ____

CITY OF HATTIESBURG

By: _____

Mayor

Contractor:

L & A Contracting Company

By: _____

ATTESTED:

City Clerk

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg. The following is a list of requested services to be provided:

1. Maintenance of the Aerators
2. Maintenance of the Diffused Air System
3. Maintain and Check daily the Blower for Diffused Air System
4. Maintain and Check daily the Chlorination and De-Chlorination Equipment
5. Maintenance of Grounds
6. Maintenance of Roads
7. Maintenance of Flow Meters
8. Issue Dump Tickets to Portable Sewage Haulers
9. Collect and record daily logs information for North and South Lagoons
10. Other duties as requested by City Staff to maintain proper and safe operation of the City's Wastewater Facilities

Notes:

1. City of Hattiesburg will supply Chlorine and Anhydrous Sulfur Dioxide as required by L & A Contracting Company. L & A Contracting Company to coordinate the ordering of Chlorine and Anhydrous Sulfur Dioxide with City Staff. L & A Contracting Company to unload and receive Chlorine and Anhydrous Sulfur Dioxide on behalf of City of Hattiesburg.
2. Chlorination/De-chlorination equipment and Blower must be checked once per day including weekends and holidays.
3. Per City Ordinance Portable Sewage Haulers are only permitted to dump between 9:00 am and 2:00 pm Monday thru Friday. Dumping is not allowed on official city holidays.

L & A CONTRACTING COMPANY

ENGINEER • DESIGN • CONSTRUCT

O.L Sims, II, President
C.T. Sutherland, Vice President

O.L. Sims (1908-1981)
Harley L. Sims Sr. (1928-1997)
Ray A. Sims Sr. (1930-2010)
Since 1947

October 6, 2016

Mr. Chad Frierson
Water and Sewer Department
P.O. Box 1898
Hattiesburg, MS 39403-1898

ATTACHMENT B

Re: City of Hattiesburg
North & South Lagoons
Wastewater Treatment Facilities

Mr. Frierson:

Per your request, L & A Contracting Company proposes the following rates for the management of the above referenced wastewater lagoons.

Labor:

Project Manager w/ truck	\$55 / hr
Technician w/ truck	\$50 / hr
Skilled Labor	\$35 / hr
Labor	\$28 / hr
**Mechanic w/ truck & tools	\$60 / hr
**Welder w/ truck & tools	\$60 / hr

Equipment:

Power tender barge w/ lift	\$75 / hr
Skiff w/ outboard motor	\$10 / hr
Small tool package	\$35 / hr
**Hydraulic Crane & Rigging	\$70 / hr
**Motorgrader	\$65 / hr
**Tractor w/ pull type mower	\$45 / hr
**Tractor/Trailer	\$75 / hr

All equipment is furnished fueled and maintained.
Items marked with ** will be billed for actual time used only.

Any outside equipment, parts, materials, or outside vendors will be billed at invoice cost plus 15%.

If you have any questions or comments, please advise.

Regards,


C. T. Sutherland
Vice-President
L & A Contracting Co., Inc.

PROFESSIONAL SERVICES CONTRACT

1. PARTIES:

The parties to this contract are the CITY OF HATTIESBURG (COH), a Municipality of the State of Mississippi, (the City) and L & A CONSTRUCTION, INC. a Corporation of the State of Mississippi (Contractor).

2. SCOPE OF SERVICES:

The services to be provided by Contractor are described in Attachment A.

3. PAYMENT:

(a) The City of Hattiesburg shall pay for services performed in accordance with this contract at the hourly rate shown in Attachment B. Hourly rates are to include overhead, profit and insurance.

(b) Reimbursement of expenses. The payment for services includes payment for all costs and expenses that may be incurred by Contractor in the performance of services.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$1,200,000.00.

(d) Invoices. All invoices for services will be submitted on a monthly basis to the Contract Manager. The City of Hattiesburg generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City of Hattiesburg for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City of Hattiesburg representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

4. TIME FOR PERFORMANCE:

(a) Contractor will perform all services for a 12 month period from the effective date of this agreement.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown or stoppage of Contractor's employees or subcontractors, Contractor shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. STANDARD PERFORMANCE:

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City of Hattiesburg, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this

contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under Mississippi law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the City of Hattiesburg by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City of Hattiesburg in each instance.

8. SUBCONTRACTORS:

Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the City of Hattiesburg.

9. CONTRACTOR'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of City of Hattiesburg's Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents and subcontractors are entitled for performance

of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City of Hattiesburg. The City of Hattiesburg will not make any federal or state tax withholdings on behalf of Contractor. The City of Hattiesburg shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. Contractor agrees to defend and indemnify the City of Hattiesburg for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City of Hattiesburg may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the City of Hattiesburg, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. WORKPLACE CONDUCT AND BEHAVIOR:

Contractor and Contractor's officers, employees, agents and subcontractors shall comply with the City of Hattiesburg's Substance-free Work Place Policy, Information and Communications System Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City of Hattiesburg or using the City of Hattiesburg facilities or equipment.

11. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City of Hattiesburg. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City of Hattiesburg and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City of Hattiesburg. The City of Hattiesburg acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

12. FORMAT OF DOCUMENTS:

Documents submitted to the City of Hattiesburg in electronic format shall be formatted according to specifications provided by the City of Hattiesburg, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Professional 2007 format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

13. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

14. CONFIDENTIALITY:

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the City of Hattiesburg in the performance of this contract as confidential and proprietary to the City of Hattiesburg. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City of Hattiesburg, or obtained from the City of Hattiesburg or obtained as a consequence of the performance of work to any person other than the City of Hattiesburg, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City of Hattiesburg.

(c) Security plan. If requested by the Contract Manager, Contractor shall prepare a security plan to assure that information obtained from the City of Hattiesburg or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall advise the City of Hattiesburg of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

15. PROHIBITED INTEREST:

No official or employee of the City of Hattiesburg who is authorized in such capacity on behalf of the City of Hattiesburg to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City of Hattiesburg who is authorized in such a capacity and on behalf of the City of Hattiesburg to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

16. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of Hattiesburg, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from

Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of Hattiesburg, the City of Hattiesburg and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City of Hattiesburg. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Hattiesburg for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

17. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 12 months following completion, insurance from insurance companies authorized to do business in the State of Mississippi, as set forth in this section. These policies shall be primary insurance as to the City of Hattiesburg so that any other coverage held by the City of Hattiesburg shall not contribute to any loss under Contractor's insurance.

General liability: Coverage in an amount not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: Coverage in an amount not less than **[\$1,000,000]** per accident for personal injury, including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor coverage in an amount not less than **[\$1,000,000]** per claim.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of Mississippi, but not less than an employer's liability limit of **[\$1,000,000]**.

A deductible or retention may be utilized, subject to approval by the City of Hattiesburg. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

Contractor's insurance is primary to any other insurance available to the City of Hattiesburg with respect to any claim arising out of this Agreement. Any insurance maintained by the City of Hattiesburg shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of

any rights of subrogation against the City of Hattiesburg, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the City of Hattiesburg, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by the City of Hattiesburg, or on equivalent ISO forms that contain provisions required by this contract.

18. ACCIDENT REPORTS:

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City of Hattiesburg any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City of Hattiesburg's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

19. COVENANT AGAINST CONTINGENT FEES:

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the City of Hattiesburg shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

20. TERMINATION OR ABANDONMENT:

(a) City of Hattiesburg's Rights. The City of Hattiesburg has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City of Hattiesburg all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City of Hattiesburg shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City of Hattiesburg and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City of Hattiesburg will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City of Hattiesburg shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) Contractor's Rights. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City of Hattiesburg, which default has not been cured within thirty (30) days following the written notice.

21. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

22. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Contractor shall pay to the City of Hattiesburg the replacement cost of any equipment or repair cost of any facilities provided by the City of Hattiesburg for Contractor's use in performance of services that is lost or damaged by Contractor or Contractor's officers, employees, agents or subcontractors.

(b) Keys. During the term of the contract, Contractor may be issued keys to the City of Hattiesburg facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Contractor will keep a log for each key assigned and each key will be returned to the project manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Contractor shall immediately notify the Contract Manager. A charge will be assessed for all expenses incurred by the City of Hattiesburg, including the replacement of locks, lock cores, keys and other materials necessary to ensure the City of Hattiesburg security level is returned to the same level existing prior to the loss of the key(s). The cost of replacing locks may be as much as \$100.00 .

23. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the City of Hattiesburg acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the City of Hattiesburg view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are

virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

24. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of Mississippi. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Forrest, State of Mississippi.

25. ADMINISTRATION:

(a) Contractor's principal place of business and agent for service of process.

Contractor's principal place of business is _____. Contractor's agent for service of process is Charles Sutherland, Sr.

(b) City of Hattiesburg's Representative. The City of Hattiesburg's representative for administration of this contract is _____, who is the designated Contract Manager. The City of Hattiesburg may change the Contract Manager at any time upon notice to the Contractor.

(c) Contractor's Representative. The Contractor's representative for administration of this contract is _____, who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the Contract Manager.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 49403

Attn: _____ (Contract Manager)

Contractor:

L & A Construction, Inc.

P.O. Box 16749

Hattiesburg, MS 39404-6749

Attn: _____ (Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

26. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the City of Hattiesburg and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City of Hattiesburg and Contractor.

27. ADVISE OF COUNSEL:

This contract The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not

be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

28. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

29. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

30. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Hattiesburg all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the City of Hattiesburg tenders final payment to Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

31. TAXES:

The Contractor shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

32. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: October 18, 20 16

CITY OF HATTIESBURG

By: 

Mayor

Contractor:

L & A Contracting Company

By: _____

ATTESTED:



City Clerk

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg. The following is a list of requested services to be provided:

1. Maintenance of the Aerators
2. Maintenance of the Diffused Air System
3. Maintain and Check daily the Blower for Diffused Air System
4. Maintain and Check daily the Chlorination and De-Chlorination Equipment
5. Maintenance of Grounds
6. Maintenance of Roads
7. Maintenance of Flow Meters
8. Issue Dump Tickets to Portable Sewage Haulers
9. Collect and record daily logs information for North and South Lagoons
10. Other duties as requested by City Staff to maintain proper and safe operation of the City's Wastewater Facilities

Notes:

1. City of Hattiesburg will supply Chlorine and Anhydrous Sulfur Dioxide as required by L & A Contracting Company. L & A Contracting Company to coordinate the ordering of Chlorine and Anhydrous Sulfur Dioxide with City Staff. L & A Contracting Company to unload and receive Chlorine and Anhydrous Sulfur Dioxide on behalf of City of Hattiesburg.
2. Chlorination/De-chlorination equipment and Blower must be checked once per day including weekends and holidays.
3. Per City Ordinance Portable Sewage Haulers are only permitted to dump between 9:00 am and 2:00 pm Monday thru Friday. Dumping is not allowed on official city holidays.

L & A CONTRACTING COMPANY

ENGINEER • DESIGN • CONSTRUCT

O.L. Sims, II, President
C.T. Sutherland, Vice President

Since 1947

O.L. Sims (1908-1981)
Harley L. Sims Sr. (1928-1997)
Ray A. Sims Sr. (1930-2010)

October 6, 2016

Mr. Chad Frierson
Water and Sewer Department
P.O. Box 1898
Hattiesburg, MS 39403-1898

ATTACHMENT B

Re: City of Hattiesburg
North & South Lagoons
Wastewater Treatment Facilities

Mr. Frierson:

Per your request, L & A Contracting Company proposes the following rates for the management of the above referenced wastewater lagoons.

Labor:

Project Manager w/ truck	\$55 / hr
Technician w/ truck	\$50 / hr
Skilled Labor	\$35 / hr
Labor	\$28 / hr
**Mechanic w/ truck & tools	\$60 / hr
**Welder w/ truck & tools	\$60 / hr

Equipment:

Power tender barge w/ lift	\$75 / hr
Skiff w/ outboard motor	\$10 / hr
Small tool package	\$35 / hr
**Hydraulic Crane & Rigging	\$70 / hr
**Motorgrader	\$65 / hr
**Tractor w/ pull type mower	\$45 / hr
**Tractor/Trailer	\$75 / hr

All equipment is furnished fueled and maintained.
Items marked with ** will be billed for actual time used only.

Any outside equipment, parts, materials, or outside vendors will be billed at invoice cost plus 15%.

If you have any questions or comments, please advise.

Regards,


C. T. Sutherland
Vice-President
L & A Contracting Co., Inc.



City of Hattiesburg, MS

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

Master

File Number: 2016-3036

File ID: 2016-3036

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/13/2016

Brief Title: Acknowledge and approve APG Neuros one-year Maintenance Service Plan for South Lagoon at a cost of \$30,375.00 (nunc pro tunc).

Final Action: 10/18/2016

Minute Book Number:

Title:

Acknowledge and approve execution of agreement with APG Neuros for one-year Maintenance Service Plan for the South Lagoon, at a cost of \$30,375.00. (nunc pro tunc).

Notes: P.O. # 164663, OR # 187865

Sponsors:

Enactment Date:

Attachments: P.O. & Maintenance Service Plan, South Lagoon, APG Neuros, 10-18-16

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Acknowledge and approve execution of agreement with APG Neuros for one-year Maintenance Service Plan for the South Lagoon, at a cost of \$30,375.00. (nunc pro tunc).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3036

Title

Acknowledge and approve execution of agreement with APG Neuros for one-year Maintenance Service Plan for the South Lagoon, at a cost of \$30,375.00. (nunc pro tunc).

Summary

Acknowledge and approve APG Neuros one-year Maintenance Service Plan for South Lagoon at a cost of \$30,375.00 (nunc pro tunc).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

VENDOR MAILING:
APGN INC
1270 MICHELE-BOHEC
BLAINVILLE QU CA J7C 5S4

WAGGONER, ROBIN
VENDOR # 00089735

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

POINT OF CONTACT:

PO No. 164663
Req No. 187865

PROCESSING CODE:

PROJECT LINE: BLOWERUNIT(NX600-CO50)FOR S.LAGOON-TEARDOWN, INSPECT, REPAIR

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

009677.6380

NX600-CO50
REPAIR, REPLACE WITH ONE YEAR MAINTENANCE PLAN

1.00

EA

30,375.0000

30,375.00

*** SEE ATTACHED THREE PAGE SERVICE PLAN ***

TOTAL CONTRACT AMOUNT NOT TO EXCEED

30,375.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK



OK #187865

The Consumables and Life Limited Parts listed below are excluded from the Extended Warranty coverage:

- Air filter elements, except during the annual onsite inspection.
- BOV Orifice diaphragm.
- Butterfly replaceable internal seals.
- Check valve replaceable internal seals and springs.
- Coolant Fluids.
- Fuses.
- Gaskets.
- Hardware and fittings.
- Items such as paint, fasteners, nuts and bolts when exposed to undeclared corrosive environment.
- Power supplies.
- TC connectors.
- Thermocouple and thermocouple transmitter.
- Transformer 560/480 - 110/220 V.

NB.: The TC sensor and vibrations sensors that are imbedded in the core are not considered consumables.

Price:

USD \$21,250.00 one (1) Year of coverage, for the NX600-C050

Option 4. Maintenance Service Plan (MSP)

I. The Maintenance Service Plan (MSP) offers the following coverage:
Cost of repairing or replacing major component parts described below.

- Blower Core including
 - High efficiency Impeller,
 - Permanent magnet synchronous motor,
 - Bump-foil air bearings,
 - Diffuser fan,
 - Motor casing
- High Performance Variable Speed Drive / Inverter
- Input Line Reactor
- Sine-wave (sinus) filter
- Blower Local Control Panel, including PLC and all components inside the control box, excluding the power supply
- HMI Touch Screen
- Provisions for Remote Control support capability
- Internal vibration and dynamic effect Absorption Mounts
- Built in vibration sensors and monitoring
- Discharge Expander (discharge cone)
- Blow off by-pass valve and solenoid
- Blow off silencer
- Sound attenuating enclosure
- Check Valve Body
- Stop Valve Body
- External Expansion Joint

Handwritten signature
009677-6380

1873



OR # 187865

- II.
- On-site routine maintenance and technical assistance:
 - Once (1) per year, on-site routine maintenance, inspection, and refresher training by a qualified manufacturer's field service representative. Including travel expenses and excluding cost of parts.
 - Inspection and cleaning/replacement of the air intake filters.
 - Inspection and cleaning of dirt and debris in enclosure, sealing as required.
 - Bump start alignment of the core bearings to check health for continued operation.
 - PLC and HMI Software update to latest standard, including new protection or optimization.
 - Inspection for loose connections and tightening as required.
 - Verification of sensors functionality and replacement as required.
 - Inspection of the BOV diaphragms and replacement as required.
 - Inspection of the control parameters in the context of the operating environment and adjustment as required.
 - Inspection of paint and fasteners and applying touch-up or replacement as required.
 - Removal of sinus filter and water system (pump and tank) to repair paint on the mechanical compartment.
 - Remote Technical Support (Gold level), as required.
 - Response time within 1 business hour.
 - Hours of technical support up to 150 hours
 - Priority availability on parts.
 - Periodic operation and diagnostics reporting, on operating units, when available.
 - Periodic reports on operation and diagnostic when available on operating units
 - Upgrades with mandatory or recommended product improvements.
 - Priority on requested service call.

The Consumables and life limited Parts listed below are excluded from the Maintenance Service Plan (MSP) coverage:

- Air Filters elements, except during the scheduled annual onsite inspection.
- BOV Orifice diaphragm.
- Butterfly replaceable internal seals.
- Check valve replaceable internal seals and springs.
- Coolant Fluids.
- Fuses.
- Gaskets.
- Hardware and fittings.
- Items such as paint, fasteners, nuts and bolts when exposed to undeclared corrosive environment.
- Power supplies.
- TC connectors.
- Thermocouple and thermocouple transmitter.
- Transformer 560/480 – 110/220 V.

NB.: The TC sensor and vibrations sensors that are imbedded in the core are not considered consumables.

Price: USD \$30,375 for one (1) year of coverage, for the NX600-C050

Please note that above prices are valid until October 31, 2016.
A pre-inspection of the Turbo Blowers may be required prior enrollment of the Extended Warranty or Maintenance Service Plan.



OR # 187865

I look forward to your consideration of our offer and working with you.

Sincerely,

Julio Fajardo
 Aftermarket Sales
 Office: 1-866-592-9482 x 2116
 Cell: 514-607-3084
 Email: jfajardo@apg-neuros.com



City of Hattiesburg, MS

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

Master

File Number: 2016-3028

File ID: 2016-3028

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Shows, Dearman & Waits Professional Services Agreement

Final Action: 10/18/2016

Minute Book Number:

Title:

Approve and authorize Mayor to execute, in duplicate, an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services to upgrade the existing drainage system, replace and extend the existing sanitary sewer system, and relocate the existing water lines along 30th Avenue, Chevy Chase Drive, and 31st Avenue.

Notes:

Sponsors:

Enactment Date:

Attachments: 30th Ave Improvements Agreement, executed 30th Ave Improvements Agreement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Dryden to Approve and authorize Mayor to execute, in duplicate, an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services to upgrade the existing drainage system, replace and extend the existing sanitary sewer system, and relocate the existing water lines along 30th Avenue, Chevy Chase Drive, and 31st Avenue.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							

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

TEL-No Vote: 0

Text of Legislative File 2016-3028

Title

Approve and authorize Mayor to execute, in duplicate, an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services to upgrade the existing drainage system, replace and extend the existing sanitary sewer system, and relocate the existing water lines along 30th Avenue, Chevy Chase Drive, and 31st Avenue.

Summary

Approve and authorize Mayor to execute, in duplicate, an agreement between the City of Hattiesburg and Shows, Dearman, & Waits, Inc. to provide professional services to upgrade the existing drainage system, replace and extend the existing sanitary sewer system, and relocate the existing water lines along 30th Avenue, Chevy Chase Drive, and 31st Avenue.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 201__ ("Effective Date")

between CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: UPGRADE the EXISTING DRAINAGE SYSTEM, REPLACE and EXTEND the EXISTING SANITARY SEWER SYSTEM and RELOCATE THE EXISTING WATER LINES ALONG 30TH AVENUE, CHEVY CHASE DRIVE and 31ST AVENUE ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope.....	1

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General .....	1

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of

compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to

ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information

furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s),

subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at

renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous

Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition,

provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including

documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that

govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor

to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition,

deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.

F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution,"
consisting of _____ pages.

I. Exhibit I, "Allocation of Risks,"
consisting of _____ pages.

J. Exhibit J, "Special Provisions,"
consisting of _____ pages.

8.02 Total Agreement

A. This Agreement (consisting of
pages 1 to 13 inclusive, together with the
Exhibits identified above) constitutes the entire
agreement between OWNER and ENGINEER and
supersedes all prior written or oral understandings.
This Agreement may only be amended,
supplemented, modified, or canceled by a duly
executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: _____

By: _____

Title: _____

Date
Signed: _____

Address for giving notices:

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: () _____

Facsimile Number. () _____

E-mail Address: _____

ENGINEER: **SHOWS, DEARMAN & WAITS, Inc.**

By: _____


Shea E. McNease, P.E.

Title: **President**

Date
Signed: **10/11/16**

License or Certificate No. and State: **16793 - MS**

Address for giving notices:

P O Box 1711

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: () _____

Facsimile Number. () _____

E-mail Address: _____

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER SM

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.02 Preliminary Design Phase

- A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 15 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepares final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 20 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve

detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

- b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6.b and other express or general limitations in the Agreement and elsewhere.
 - b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
 - c) ENGINEER shall transmit these documents to OWNER.
16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:
18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
- 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 - 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 - 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Service Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201_____.

Initial:

OWNER _____

ENGINEER SM

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, Deed, and other land use restrictions.
 - 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER EM

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 For Basic Services having a Determined Scope – Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of **\$80,000** based on the following assumed distribution of compensation:

- a) Preliminary Design Phase **\$36,525**
- b) Final Design Phase **\$33,075**
- c) Bidding and Negotiating Phase **\$2,400**
- d) Construction Phase **\$8,000**

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually

completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. *Resident Project Representative Services.* For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05.A.2a of Exhibit A, an amount equal to the ENGINEER's current hourly rates for services of ENGINEER's employees engaged directly in resident Project representation, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$58,000**, based upon Contract Times as set forth in paragraph C4.01.

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the ENGINEER's current hourly rates for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$2,000.

C4.03 *For Additional Services*

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,400 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and

utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.

- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 *Factors*

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 *Other Provisions Concerning Payment*

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such

compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER SM

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 6. *Shop Drawings and Samples:*
 - a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 8. *Review of Work and Rejection of Defective Work:*
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections, Tests, and System Startups:*
 - a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER EM

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|--|-------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability-- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability-- | |
| 1) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
|
[or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. Additional Insureds

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

- a. _____
ENGINEER
- b. _____
ENGINEER'S CONSULTANT
- c. _____
ENGINEER'S CONSULTANT

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:

OWNER _____

ENGINEER SM

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$175/hour
Billing Class 8	Project Engineer	\$150 /hour
Billing Class 7	Engineering Intern	\$105/hour
Billing Class 6	Cadd Technician I	\$105/hour
Billing Class 5	Cadd Technician II	\$ 90/hour
Billing Class 4	Senior Resident Project Representative	\$ 95/hour
Billing Class 3	Resident Project Representative	\$ 85/hour
Billing Class 2	Professional Surveyor	\$150/hour
Billing Class 1	Surveyor Intern	\$ 105/hour
Principal	Field Crew	\$ 175/hour
Support Staff	Administrative	\$ 45/hour

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 201__ ("Effective Date")

between CITY of HATTIESBURG, ("OWNER"), and

SHOWS, DEARMAN & WAITS, Inc., ("ENGINEER").

OWNER intends to: UPGRADE the EXISTING DRAINAGE SYSTEM, REPLACE and EXTEND the EXISTING SANITARY SEWER SYSTEM and RELOCATE THE EXISTING WATER LINES ALONG 30TH AVENUE, CHEVY CHASE DRIVE and 31ST AVENUE ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agrees as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of

compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to

ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information

furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s),

subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at

renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks which value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous

Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition,

provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*-- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.
3. *Agreement*-- This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*-- The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*-- The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*-- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*-- The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*-- The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*-- The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*-- The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including

documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*-- The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*-- The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*-- An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*-- The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*-- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*-- Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*-- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*-- The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*-- The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*-- Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*-- A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-- That part of the Contract Documents which sets forth terms, conditions, and procedures that

govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*-- The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time-to-time.

28. *Laws and Regulations; Laws or Regulations*-- Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*-- Polychlorinated biphenyls.

30. *Petroleum*-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*-- The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor

to show changes made during construction.

33. *Reimbursable Expenses*-- The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*-- The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*-- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*-- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

certain administrative details applicable thereto.

39. *Substantial Completion*-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*-- That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*-- The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition,

deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.

F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution,"
consisting of _____ pages.

I. Exhibit I, "Allocation of Risks,"
consisting of _____ pages.

J. Exhibit J, "Special Provisions,"
consisting of _____ pages.

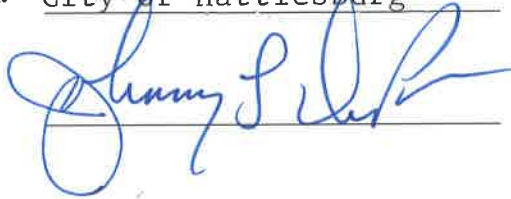
8.02 Total Agreement

A. This Agreement (consisting of
pages 1 to 13 inclusive, together with the
Exhibits identified above) constitutes the entire
agreement between OWNER and ENGINEER and
supersedes all prior written or oral understandings.
This Agreement may only be amended,
supplemented, modified, or canceled by a duly
executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Hattiesburg

By:



Title: Mayor

Date Signed: 10-18-16

Address for giving notices:

P.O. Box 1898

Hattiesburg, MS 39403

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: ()

Facsimile Number. ()

E-mail Address: _____

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By:



Shea E. McNease, P.E.

Title: President

Date Signed: 10/11/16

License or Certificate No. and State: 16793 - MS

Address for giving notices:

P O Box 1711

Hattiesburg MS 39403-1711

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: ()

Facsimile Number. ()

E-mail Address: _____

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:
OWNER [Signature]
ENGINEER SM

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.
ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.02 Preliminary Design Phase

- A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 7. Submit to OWNER 2 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction cost within 15 days after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 Final Design Phase

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:
1. On the basis of the above acceptance, direction, and authorization, prepares final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
 6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 20 days after authorization to proceed with this phase.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinions of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Owner to proceed, ENGINEER shall:
1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 6. The ENGINEER will perform all work in accordance with the City of Hattiesburg/*Home Procurement Guidelines* as applicable.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:
1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitation of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.
 6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve

detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

- b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *Clarifications and Interpretation: Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any CONTRACTOR's submittal schedule that has earlier been acceptable to ENGINEER.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "of-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 or the Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Application for Payment and accompanying supporting documentation:
 - a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05A.6a are expressly subject to the limitations set forth in paragraph A1.05A.6.b and other express or general limitations in the Agreement and elsewhere.
 - b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a) Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.
 - c) ENGINEER shall transmit these documents to OWNER.
16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:
18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:
1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Service Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER'S use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connections with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices required by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.4.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution that is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) and occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

Initial:
OWNER 
ENGINEER SM

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, Deed, and other land use restrictions.
 - 3. Property, boundary easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe accesses to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issue pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.0 and P.
- R. Perform or provide the following additional services:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201 _____.

OWNER Initial
ENGINEER SM

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS to the ENGINEER

C4.01 For Basic Services having a Determined Scope – Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of **\$80,000** based on the following assumed distribution of compensation:

- a) Preliminary Design Phase **\$36,525**
- b) Final Design Phase **\$33,075**
- c) Bidding and Negotiating Phase **\$2,400**
- d) Construction Phase **\$8,000**

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually

completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 12 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services having an Undetermined Scope – Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. **Resident Project Representative Services.** For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05.A.2a of Exhibit A, an amount equal to the ENGINEER's current hourly rates for services of ENGINEER's employees engaged directly in resident Project representation, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$58,000**, based upon Contract Times as set forth in paragraph C4.01.

2. *Post-Construction Phase Services.* For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the ENGINEER's current hourly rates for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$2,000.

C4.03 *For Additional Services*

- A. OWNER shall pay ENGINEER for Additional Services as follows:

1. *General.* For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charges to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. *Serving as a Witness.* For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$1,400 per day or an portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 *For Reimbursable Expenses*

- A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and

utilities; subsistence and transportation of Resident Project Representative and their assistance; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.
- D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 *For ENGINEER's Consultant's Charges*

- A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 *Salary Costs*

- A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.
- B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 01, 2017) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 Factors

- A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
- B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 Other Provisions Concerning Payment

- A. *Preparation of Invoices.* The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, if any.
- B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.
- C. *Estimated Compensation Amounts*
 - 1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such

compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amount before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services
dated _____, 201__.

OWNER 
ENGINEER 

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. *Liaison:*
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
- a) Record date of receipt of Samples and approved Shop Drawings.
 - b) Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
- a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
- a) Consult with ENGINEER in advance of scheduled major inspections, tests and systems startups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.

10. *Records:*

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a) Furnish to ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion of correction.
- b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

- c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. *Resident Project Representative shall not:*

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the
Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201__.

Initial:
OWNER [Signature]
ENGINEER SM

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|--|-------------|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability-- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability-- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability-- | |
| 1) Each Occurrence: | N/A |
| 2) General Aggregate | N/A |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | N/A |
| 2) Property Damage: | |
| a) Each Accident | N/A |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage) | |
| a) Each Accident | \$1,000,000 |
| f. Other (Specify): | |
| a) Professional Liability | \$1,000,000 |

2. By OWNER:

- | | Statutory |
|---|-----------|
| a. Worker's Compensation: | |
| b. Employer's Liability-- | |
| 1) Each Accident | \$ _____ |
| 2) Disease, Policy Limit | \$ _____ |
| 3) Disease, Each Employee | \$ _____ |
| c. General Liability-- | |
| 1) General Aggregate: | \$ _____ |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ _____ |
| d. Excess Umbrella Liability-- | |
| 1) Each Occurrence | \$ _____ |
| 2) General Aggregate: | \$ _____ |
| e. Automobile Liability-- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| b) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| a) Each Accident | \$ _____ |
| f. Other (Specify): | |
| _____ | \$ _____ |

B. *Additional Insureds*

1. The following persons or entities are to be listed on OWNER's policies of insurance as additional insureds as provided in paragraph 6.05.B:

- a. _____
ENGINEER
- b. _____
ENGINEER'S CONSULTANT
- c. _____
ENGINEER'S CONSULTANT

This is **APPENDIX 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the

Agreement between OWNER and ENGINEER for Professional Services

dated _____, 201__.

Initial:
OWNER [Signature]
ENGINEER [Signature]

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Principal Engineer	\$175/hour
Billing Class 8	Project Engineer	\$150 /hour
Billing Class 7	Engineering Intern	\$105/hour
Billing Class 6	Cadd Technician I	\$105/hour
Billing Class 5	Cadd Technician II	\$ 90/hour
Billing Class 4	Senior Resident Project Representative	\$ 95/hour
Billing Class 3	Resident Project Representative	\$ 85/hour
Billing Class 2	Professional Surveyor	\$150/hour
Billing Class 1	Surveyor Intern	\$ 105/hour
Principal	Field Crew	\$ 175/hour
Support Staff	Administrative	\$ 45/hour



City of Hattiesburg, MS

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

Master

File Number: 2016-3023

File ID: 2016-3023

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Supplemental Agreement No. 1 with JET
Construction, Inc. for LLT Phase III Project

Final Action: 10/18/2016

Minute Book Number:

Title:

Approve and authorize Mayor to execute, in quintuplicate, Supplemental Agreement No. 1 with Jet Construction, Inc. to install 5,915 linear feet of fencing along the Longleaf Trace Phase III Project for an increased cost of \$154,444.00.

Notes:

Sponsors:

Enactment Date:

Attachments: 12932.001_Supplemental Agreement No. 1_Part
Exec, executed 12932.001_Supplemental
Agreement No. 1_Part Exec

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Dryden to Approve and authorize Mayor to execute, in quintuplicate, Supplemental Agreement No. 1 with Jet Construction, Inc. to install 5,915 linear feet of fencing along the Longleaf Trace Phase III Project for an increased cost of \$154,444.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3023

Title

Approve and authorize Mayor to execute, in quintuplicate, Supplemental Agreement No. 1 with Jet Construction, Inc. to install 5,915 linear feet of fencing along the Longleaf Trace Phase III Project for an increased cost of \$154,444.00.

Summary

Approve and authorize Mayor to execute, in quintuplicate, Supplemental Agreement No. 1 with Jet Construction, Inc. to install 5,915 linear feet of fencing along the Longleaf Trace Phase III Project for an increased cost of \$154,444.00.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

WHEREAS, WE, JET Construction, Inc., Contractor, and **SureTec Insurance Company,** Surety, entered into a contract with the **City of Hattiesburg,** LPA, on the 17th day September, 2015, for the construction of Federal Aid Project No.: HPP-0210-00(029)LPA/105214-801000, Forrest County; and

WHEREAS: The project provides for the expansion of the Longleaf trace, under a phase III project, which consists principally of the construction of asphalt pavement, pipe, erosion control, fencing, and related items of work per plans and specifications; and,

WHEREAS: The LPA desires that additional fencing be provided to created a buffer zone along the newly constructed addition to the Longleaf Trace; and,

WHEREAS: The LPA wishes to minimize the number of access points into the new addition, and to provide more isolation to residential areas from the Longleaf Trace; and,

NOW THEREFORE, it is mutually agreed by all parties that the Contractor shall complete the aforementioned work within fifty-five (55) working days, under the Pay Items shown in Table 1. Seventy-five (75) working days were allowed for the completion of the work. That time is herewith revised to one hundred and thirty (130) working days.

Table 1: Item of Work

Pay Item	Description	Unit	Quantity	Unit Price (\$)	Extension (\$)
607-B017 S/A	96" Type I Chain Link Fence, Class I (9 ga.), with Slats	LF	5,915.00	24.00	141,960.00
201-C001 S/A	Random Clearing and Grubbing	AC	1.00	9,234.00	9,234.00
607-G132 S/A	Gate, 3' x 96" Chain Link, with Slats	EA	5.00	650.00	3,250.00
Total					154,444.00

Table 2: Total Revised Cost

S/A #1	\$ 154,444.00
Original Cost	\$ 1,324,161.94
Total Cost	\$ 1,478,605.94

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

NOW, THEREFORE, WE, JET Construction, Inc., Contractor, and **SureTec Insurance Company,** Surety, hereby agree to said Supplemental Agreement, consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this _____ day of _____, 20____.

SureTec Insurance Company
Surety

JET Construction, Inc.
Contractor

By:  9/14/16
STEPHEN WESLEY PRICE, JR. Date
Attorney-In-Fact and
Resident Mississippi Agent

By:  Date

RECOMMENDED FOR APPROVAL:


LPA Project Engineer Date

MDOT District Engineer Date

MDOT State Construction Engineer* Date

MDOT Executive Director* Date
for the Mississippi Transportation Commission

* Further concurrences required only
for Supplemental Agreements
adding a "stand-alone" time
extension or exceeding \$100,000.

APPROVED:

LPA OFFICIAL Date

This Supplemental Agreement has been discussed with D. Seyfarth, District LPA Coordinator, G. Grondin, MDOT Construction Area Engineer, and J. Altman, MDOT LPA Division.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brody Eric Buckley, Angela Bullie, Trina Cobb, Peggy L. Jackson, Linda D. Whittington, Stephen Wesley Price, Jr., Amanda Jean Charfauros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 26th day of May, A.D. 2015

State of Texas
County of Harris

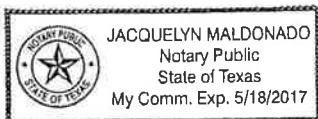
SS:



SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

On this 26th day of May, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this SEP 14 2016 day of SEP 14 2016, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

This work involves the installation of 5,915.00 linear feet of 8-foot chain link fence and 5.00 gates with slots along the Longleaf Trace Phase III project. This fence is intended to minimize the number of access points into the new addition to the Longleaf Trace, and to provide more isolation from residential areas.

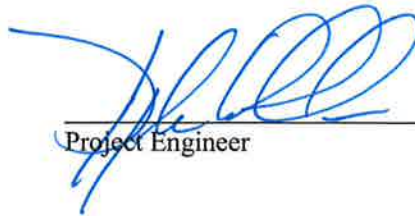
JUSTIFICATION OF UNIT PRICES SUBMITTED:

The unit price provided by the Contractor for 607-B, 96" Chain Link Fence was reviewed by Shows, Dearman and Waits, Inc., and compared to the attached Cost Estimate based on bid history, as provided by Mississippi Department of Transportation, Construction Division, and was found to be satisfactory.

The unit price provided by the Contractor for random clearing was also compared with the attached Cost Estimate. The Contractor will accept the price for this item based on MDOT bid history.

The unit price provided by the Contractor for gate is somewhat higher than that obtained through the firm's own inquiry. Independent analysis of the unit price for gate suggests some deviation exists that could substantiate a small reduction to the Contractor's unit price, and unfortunately, an exact price comparison was not available from MDOT. Therefore, a comparison was made between the Contractor's price and the same width, but shorter gate, for which MDOT had the relevant data, as shown on the attached Cost Estimate.

MDOT Cost Estimate for the 60" gate is \$482.40. Based on this cost, and our own independent analysis, we believe that \$650.00 is fair and just compensation for the taller 96" gate and additional slats.



Project Engineer

LPA Official

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:



JET Construction, Inc.

**1711 Prospect Avenue
Pascagoula, MS 39567-4445**

Telephone 228-762-0754 Fax 228-769-6958

Project:

**Longleaf Trace-Phase III
HPP-0210-00(015) LPA/105214-801000
City Of Hattiesburg, MS
Forrest County**

Change Order Request #2

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Line Total</u>
8' Chain Link Fenceing- 9 ga Wire with privacy slats	5,915	LF	\$24.00	\$141,960.00
Random Clearing and Grubbing	5,915	LF	\$2.00	\$11,830.00
3' wide 8' tall walk-thru gates	5.00	Ea	\$750.00	\$3,750.00
Total			\$157,540.00	

Respectfully submitted by,

Joseph Talley, Jr.
Vice President/ Project Manager


Contractor

{If additional space is needed use extra sheets.}

QUANTITY ADJUSTMENT

1. **QUANTITY ADJUSTMENT NO.** 1 2. **DATE:** 08/02/2016
3. **PROJECT NO.** HPP-0210-00(029)LPA/105214-801000 4. **LPA:** City of Hattiesburg
5. **COUNTY:** Forrest
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
607-B017 S/A	96" Type I Chain Link Fence, Class I (9 ga.), with Slats	0.00	5,915.00	5,915.00	LF	\$24.00	\$141,960.00
201-C001 S/A	Random Clearing and Grubbing	0.00	1.00	1.00	AC	\$9,234.00	\$9,234.00
607-G132 S/A	Gate, 3' x 96" Chain Link, with Slats	0.00	5.00	5.00	EA	\$650.00	\$3,250.00
234-A001	Temporary Silt Fence	12,798.00	6,925.00	(5,873.00)	LF	\$2.16	(\$12,685.68)
907-304-F002	Size 610 Crushed Stone Base	9,242.00	8,075.31	(1,166.69)	TON	\$44.40	(\$51,801.04)
907-403-A017	9.5-mm, ST, Asphalt Pavement	2,138.00	2,063.50	(74.50)	TON	\$105.60	(\$7,867.20)
907-403-A019	19-nnm, ST, Asphalt Pavement	561.00	427.34	(133.66)	TON	\$106.80	(\$14,274.89)
907-403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	200.00	0.00	(200.00)	TON	\$106.80	(\$21,360.00)
907-407-A001	Asphalt for Tack Coat	3,120.00	936.00	(2,184.00)	GAL	\$4.80	(\$10,483.20)
406-A001	Cold Milling of Bituminous Pavement, All Depths	1,694.00	0.00	(1,694.00)	TON	\$3.60	(\$6,098.40)
603-CA088	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	172.00	48.00	(124.00)	LF	\$52.20	(\$6,472.80)
907-607-PP012	Fencing, per Plans	846.00	550.00	(296.00)	LF	\$24.00	(\$7,104.00)
609-D001	Combination Concrete Curb and Gutter, Type I	492.00	191.00	(301.00)	LF	\$18.00	(\$5,418.00)
907-626-G004	Thermoplastic Detail Stripe, White	13,729.00	5,824.00	(7,905.00)	LF	\$1.38	(\$10,908.90)
TOTAL							(\$30.10)

REASONS:

607-B017 S/A Type I Chain Link Fence, Class I, with Slats - This item was added at the request of the LPA to minimize access point into the newly constructed extension to the Longleaf Trace, and to provide isolation from residential areas.

201-D002 Random Clearing and Grubbing - This item was added for clearing and grubbing along the path of the fence as required.

607-G132 S/A Gate, 3' x 96" Chain Link, with Slats - This item was added at the request of the LPA for control access.

234-A001 Temporary Silt Fence - This item was used at a lower quantity than anticipated.

907-304-F002 Size 610 Crushed Stone Base - This item underran slightly due to improved site conditions.

907-403-A017 9.5-mm, ST, Asphalt Pavement - This item had a small underrun.

907-403-A019 19-mm, ST, Asphalt Pavement - This item underran significantly due to excessive control of lift thickness.

907-403-B012 9.5-mm, ST, asphalt Pavement Leveling - This quantity was not required.

907-407-A001 Asphalt for Tack Coat - This item was used at a lower than expected application rate.

406-A001 Cold Milling of Bituminous Pavement, All Depths - This item was not required.

603-CA088 18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets - This item was reduced due to better than expected site conditions.

907-607-PP012 Fencing, per Plans - This item was used at a lower quantity.

609-D001 Combination Concrete Curb and Gutter, Type I - This item was reduced due to improved site conditions.

907-626-G004 Thermoplastic Detail Stripe, White - This item was used at a lower than expected quantity.

WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. HPP-0210-00(029)LPA/105214-801000

7. Total Cost per Gov. Est. dated 9/15/2015

\$1,389,872.23

- a. Contingencies
- c. Construction
- b. CE&I

Participating	Non-Participating
\$0.00	\$0.00
\$1,324,161.94	\$0.00
\$65,710.29	\$0.00
\$0.00	\$0.00
-\$30.10	\$0.00
\$0.00	\$0.00

\$1,324,161.94

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00

9. This Quantity Adjustment

(\$30.10)

10. CE&I Adjustments dated SA Date if \$ added

11. Rev. Total Est. Cost of Project

\$1,389,842.13

\$0.00

* \$1,389,842.13

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12. Federal match % 80.00%

1,111,873.70 not to exceed federal limit

13. Original Federal Funds are Limited to

\$1,171,933.00

14. Original Federal Funds Requested	\$1,171,933.00
15. Current Estimated Federal Portion	\$1,111,873.70
16. Original Estimated Local Portion	\$217,939.23
17. Current Estimated Local Portion	\$277,968.43

Recommended for Approval

LPA Project Engineer

Date

Approved

LPA Official

Date

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

WHEREAS, WE, JET Construction, Inc., Contractor, and **SureTec Insurance Company,** Surety, entered into a contract with the **City of Hattiesburg, LPA,** on the **17th day September, 2015,** for the construction of Federal Aid Project No.: **HPP-0210-00(029)LPA/105214-801000, Forrest County;** and

WHEREAS: The project provides for the expansion of the Longleaf trace, under a phase III project, which consists principally of the construction of asphalt pavement, pipe, erosion control, fencing, and related items of work per plans and specifications; and,

WHEREAS: The LPA desires that additional fencing be provided to created a buffer zone along the newly constructed addition to the Longleaf Trace; and,

WHEREAS: The LPA wishes to minimize the number of access points into the new addition, and to provide more isolation to residential areas from the Longleaf Trace; and,

NOW THEREFORE, it is mutually agreed by all parties that the Contractor shall complete the aforementioned work within fifty-five (55) working days, under the Pay Items shown in Table 1. Seventy-five (75) working days were allowed for the completion of the work. That time is herewith revised to one hundred and thirty (130) working days.

Table 1: Item of Work

Pay Item	Description	Unit	Quantity	Unit Price (\$)	Extension (\$)
607-B017 S/A	96" Type I Chain Link Fence, Class 1 (9 ga.), with Slats	LF	5,915.00	24.00	141,960.00
201-C001 S/A	Random Clearing and Grubbing	AC	1.00	9,234.00	9,234.00
607-G132 S/A	Gate, 3' x 96" Chain Link, with Slats	EA	5.00	650.00	3,250.00
Total					154,444.00

Table 2: Total Revised Cost

S/A #1	\$ 154,444.00
Original Cost	\$ 1,324,161.94
Total Cost	\$ 1,478,605.94

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

NOW, THEREFORE, WE, JET Construction, Inc., Contractor, and **SureTec Insurance Company,** Surety, hereby agree to said Supplemental Agreement, consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this _____ day of _____, 20____.

SureTec Insurance Company

Surety

JET Construction, Inc.

Contractor

By: Stephen Wesley Price, Jr.

STEPHEN WESLEY PRICE, JR.
Attorney-In-Fact and
Resident Mississippi Agent

9/14/16
Date

By: [Signature]

Date

RECOMMENDED FOR APPROVAL:

[Signature]
LPA Project Engineer

Date

Sept. 13, 2016

[Signature]
MDOT District Engineer

Date

[Signature]
MDOT State Construction Engineer*

Date

[Signature]
MDOT Executive Director

Date

for the Mississippi Transportation Commission

BRU20 89263

* Further concurrences required only
for Supplemental Agreements
adding a "stand-alone" time
extension or exceeding \$100,000.

APPROVED: [Signature]

LPA OFFICIAL

10-18-16

Date

This Supplemental Agreement has been discussed with D. Seyfarth, District LPA Coordinator, G. Grondin, MDOT Construction Area Engineer, and J. Altman, MDOT LPA Division.

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

This work involves the installation of 5,915.00 linear feet of 8-foot chain link fence and 5.00 gates with slots along the Longleaf Trace Phase III project. This fence is intended to minimize the number of access points into the new addition to the Longleaf Trace, and to provide more isolation from residential areas.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The unit price provided by the Contractor for 607-B, 96" Chain Link Fence was reviewed by Shows, Dearman and Waits, Inc., and compared to the attached Cost Estimate based on bid history, as provided by Mississippi Department of Transportation, Construction Division, and was found to be satisfactory.

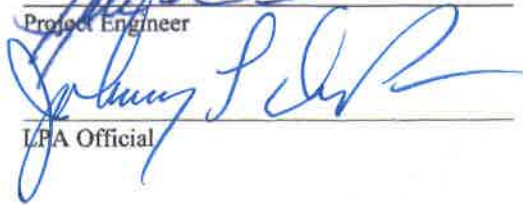
The unit price provided by the Contractor for random clearing was also compared with the attached Cost Estimate. The Contractor will accept the price for this item based on MDOT bid history.

The unit price provided by the Contractor for gate is somewhat higher than that obtained through the firm's own inquiry. Independent analysis of the unit price for gate suggests some deviation exists that could substantiate a small reduction to the Contractor's unit price, and unfortunately, an exact price comparison was not available from MDOT. Therefore, a comparison was made between the Contractor's price and the same width, but shorter gate, for which MDOT had the relevant data, as shown on the attached Cost Estimate.

MDOT Cost Estimate for the 60" gate is \$482.40. Based on this cost, and our own independent analysis, we believe that \$650.00 is fair and just compensation for the taller 96" gate and additional slats.



Project Engineer



LPA Official

City of Hattiesburg
HPP-0210-00(029)LPA/105214-801000
SUPPLEMENTAL AGREEMENT No. 1

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:



JET Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567-4445
Telephone 228-762-0754 Fax 228-769-6958

Project:	Longleaf Trace-Phase III
	HPP-0210-00(016) LPA/105214-801000
	City Of Hattiesburg, MS
	Forrest County

Change Order Request #2

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Line Total</u>
8' Chain Link Fencing- 9 ga Wire with privacy slats	5,915	LF	\$24.00	\$141,960.00
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3' wide 8' tall walk-thru gates	5.00	Ea	\$750.00	\$3,750.00
Total			\$157,540.00	

Respectfully submitted by,

Joseph Talley, Jr.
Vice President/ Project Manager

Contractor

{If additional space is needed use extra sheets.}

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brody Eric Buckley, Angela Bullie, Trina Cobb, Peggy L. Jackson, Linda D. Whittington, Stephen Wesley Price, Jr., Amanda Jean Charfauros its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 26th day of May, A.D. 2015

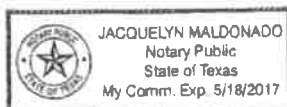
SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas SS:
County of Harris



On this 26th day of May, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this SEP 14 2016 day of SEP 14 2016, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

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For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 6:00 pm CST.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Page 1 of 2

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. DATE: 08/02/2016
3. PROJECT NO. HPP-0210-00(029)LPA/105214-801000 4. LPA: City of Hattiesburg
5. COUNTY: Forrest

6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
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TOTAL							(\$30.10)

REASONS:

607-B017 S/A Type I Chain Link Fence, Class I, with Slats - This item was added at the request of the LPA to minimize access point into the newly constructed extension to the Longleaf Trace, and to provide isolation from residential areas.

201-D002 Random Clearing and Grubbing - This item was added for clearing and grubbing along the path of the fence as required.

607-G132 S/A Gate, 3' x 96" Chain Link, with Slats - This item was added at the request of the LPA for control access.

234-A001 Temporary Silt Fence - This item was used at a lower quantity than anticipated.

907-304-F002 Size 610 Crushed Stone Base - This item underran slightly due to improved site conditions.

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WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. HPP-0210-00(029)LPA/105214-801000

7. Total Cost per Gov. Est. dated 9/15/2015

\$1,389,872.23

- a. Contingencies
- c. Construction
- b. CE&I

Participating	Non-Participating
\$0.00	\$0.00
\$1,324,161.94	\$0.00
\$65,710.29	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$30.10	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

\$1,324,161.94

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00

9. This Quantity Adjustment

(\$30.10)

10. CE&I Adjustments dated 9/15/2015

SA Date R S added

11. Rev. Total Est. Cost of Project

\$1,389,842.13

\$0.00

* \$1,389,842.13

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12. Federal match %

50.00%

1,111,873.70 not to exceed federal limit

13. Original Federal Funds are Limited to

\$1,171,933.00

14. Original Federal Funds Requested	\$1,171,933.00
15. Current Estimated Federal Portion	\$1,111,873.70
16. Original Estimated Local Portion	\$217,939.23
17. Current Estimated Local Portion	\$277,968.43

Recommended for Approval

LPA Project Engineer

Date

Approved

LPA Official

10-18-16

Date



City of Hattiesburg, MS

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

Master

File Number: 2016-3024

File ID: 2016-3024

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Final Action: 10/18/2016

Brief Title: Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway

Minute Book Number:

Title:

Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway 49, Hattiesburg, MS.

Notes:

Sponsors:

Enactment Date:

Attachments: KS Pep's Point- Agreement, executed KS Pep's Point- Agreement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Naylor to Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway 49, Hattiesburg, MS.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							

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

TEL-No Vote: 0

Text of Legislative File 2016-3024

Title

Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway 49, Hattiesburg, MS.

Summary

Approve and Authorize Mayor to enter into an agreement between the City of Hattiesburg and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc.) to provide domestic wastewater conveyance and treatment services for the business located at 7276 US Highway 49, Hattiesburg, MS.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as “Hattiesburg” and KS Pep’s Point Real Estate, LLC (Leased to: BKS, Inc), hereinafter referred to as “Business” for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg’s wastewater collection system and treatment facility, and to provide for payment of Hattiesburg’s conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) “*Domestic wastewater*” means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) “*Fiscal year*” means the twelve (12) month period beginning October 1 of each year.
- (c) “*Hattiesburg*” means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) “*Industrial waste*” means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) “*Month*” means calendar month.
- (f) “*Operation and maintenance expense*” means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) “*Person*” means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) “*Point of entry*” means the point at which wastewater enters Hattiesburg’s wastewater collection system.
- (i) “*Wastewater*” means Domestic Wastewater.

- (j) “*Wastewater collection system*” means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) “*Wastewater treatment facility*” means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. **DISCHARGE.** Business shall have permission to discharge Domestic Wastewater into Hattiesburg’s wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. **POINT OF ENTRY.** Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:
570’ +/- South of existing Sewer Force Main Pressure Valve Manhole in the SE quadrant of the intersection of US 49 and Peps Point Road..

Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business’s disposal system to Hattiesburg’s wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business’s property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business’s disposal system for irregularities that could result in inadmissible discharges into Hattiesburg’s system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business’s sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. **TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE.** Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business’s disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party’s own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of _____ and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from _____, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the ____ day of _____, A.D. _____

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

City Clerk: Kermas Eaton

By:

MAYOR: Johnny L. DuPree

ATTEST:

Ks Pep's Point Real Estate, LLC

By:

Keith L. Scurie

Managing Member:

Witness:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

Attachment:

Property Legal Description:

Part of the SE $\frac{1}{4}$ - SW $\frac{1}{4}$, Sec. 14, Part of the NE $\frac{1}{4}$ - NW $\frac{1}{4}$, Sec. 23, all in T-5-N, R-14-W, Forrest Co., MS

Pages from the Chapter 21 of the Code of Ordinances

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.

- (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
- (c) Can overload the sewage treatment facility's grease handling equipment.
- (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element

(mg/l)

Concentration

Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2

Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of

the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)

1 1 3 1 1

U.S. HIGHWAY NO. 49
(NORTH BOUND LANE)

PARADE ENGINEERING LLC

DETAIL SHEET

DETAIL SHEET

[illegible]

Existing Grease Trap and Septic Tank are to be resealed to ensure that no sewer gasses are escaping.

		PUMP STATION ELEVATIONS
	H ₁	168.00
	H ₂	166.50
	H ₃	166.00
	H ₄	165.50
	H ₅	164.42
	H ₆	163.42
	WETWELL	4' x 4'
	DISCHARGE PIPING	1.5" DIA.

SECTION THRU PUMP STATION
N.T.S.

N.T.S.

Sanitary Sewer Connection for:
Keithco Service Station on
Pepe Point Road, Hattiesburg, MS
located in Sections 14 & 23, Tsp. 05N.
Range 14W, in Forrest County

05/15/2004 10:00 AM
05/15/2004 10:00 AM
05/15/2004 10:00 AM
05/15/2004 10:00 AM

[illegible]



BarcorpSouth
HATTIESBURG, MS
85-127/842

BKS, INC.
Dba Keith's Superstores
7048 U.S. Hwy 49 N
Hattiesburg, MS 39402
Phone (601) 268-2068

84801

DATE

CHECK NO.

CHECK AMOUNT

10-6-16

84801

\$3,000.⁰⁰/₁₀₀

4 00/100

PAY

Three thousand Dollars

TO THE
ORDER
OF

City of Hattiesburg

Kenn S. Holt

AUTHORIZED SIGNATURE

⑈084801⑈ ⑆084201278⑆

6022 166 0⑈

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantor herein, does hereby grant, quitclaim and release unto **KS PEPS POINT REAL ESTATE, LLC, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commence at the intersection of the East line of Highway 49 with the South line of the SE ¼ of the SW ¼ of Section 14, Township 5 North, Range 14 West, thence run North along Highway 49 right-of-way a distance of 50 feet, thence run Northeast 250 feet for point of beginning; run thence North 199 feet; thence Southwest along Rawls Springs Road a distance of 110 feet, thence run SE a distance of 130 feet, thence run Northeast a distance of 35 foot to point of beginning, all in said Section, Township and Range, in Forrest County, Mississippi.

AND ALSO:

Commencing at the intersection of the East boundary line of Highway 49 with the South boundary line of the Southeast Quarter of the Southwest Quarter of Section 14, Township 5 North, Range 14 West, thence North along the Highway 49 right-of-way 50 feet; thence Northeast 250 feet; thence South 51 feet; thence West 250 feet to point of beginning, containing one acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS OUR signatures on this the 19th day of June, A.D., 2015.

Brian Keith Saucier
BRIAN KEITH SAUCIER

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 19th day of June, 2015, within my jurisdiction, the within named BRIAN KEITH SACUIER who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.

Leslie Surber
Notary Public



My Commission Expires: _____

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAM

I:\wd\KS Peps Point from Saucier.qcd.1
14-09-14775 15

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

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Commencing at the intersection of the East line of Highway 49 with the South line of the Southeast Quarter of the Southwest Quarter and go North along Highway 49 right-of-way 50 feet for Point of Beginning, thence run Northeast 250 feet; thence North 199 feet; thence Southwest along Rawls springs Road 225 feet to the Northeast line of Highway 49, thence Southeast to Point of beginning, all being situated in Section 14, Township 5 North, Range 14 West, together with all improvements and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which

Page 1 of 2

**Inst. 735155
Bk 1205 Pg 0047**

may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 19th day of June, A.D., 2015.

Brian Keith Saucier
BRIAN KEITH SAUCIER

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 19th day of June, 2015, within my jurisdiction, the within named **BRIAN KEITH SAUCIER** who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.



Leslie Surber
Notary Public

My Commission Expires: _____

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAM.

I:\wd\ KS Peps Point from Saucier.qcd
14-09-14777 ls

Inst. 735155
Bk 1205 Pg 0048



Forrest County
Filed/Recorded OCTOBER 2 2014 11:58:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Forrest County
Filed/Recorded NOVEMBER 3 2014 10:16:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, **JAMES C. JOHNSON, JR. AND WIFE, JEANETTE H. JOHNSON, 7276 Hwy 49 N, Hattiesburg, MS 39401 (601)579-7935**, the Grantors herein, do hereby grant, bargain, sell, convey and warrant unto **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commence at the intersection of the East line of Highway 49 with the South line of the SE ¼ of the SW ¼ of Section 14, Township 5 North, Range 14 West, thence run North along Highway 49 right-of-way a distance of 50 feet, thence run Northeast 250 feet for point of beginning; run thence North 199 feet; thence Southwest along Rawls Springs Road a distance of 110 feet, thence run SE a distance of ~~126~~³⁰ feet, thence run Northeast a distance of 35 foot to point of beginning, all in said Section, Township and Range, in Forrest County,

re-recorded to correct call in
legal description

Page 1 of 2

**Inst. 725344
Bk 1186 Pg 0715**

**Inst. 726497
Bk 1188 Pg 0605**

Mississippi.

AND ALSO:

Commencing at the intersection of the East boundary line of Highway 49 with the South boundary line of the Southeast Quarter of the Southwest Quarter of Section 14, Township 5 North, Range 14 West, thence North along the Highway 49 right-of-way 50 feet; thence Northeast 250 feet; thence South 51 feet; thence West 250 feet to point of beginning, containing one acre, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS OUR signatures on this the 1st day of October, A.D., 2014.


JAMES C. JOHNSON, JR.


JEANETTE H. JOHNSON

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 1st day of October, 2014, within my jurisdiction, the within named JAMES C. JOHNSON, JR. AND WIFE, JEANETTE H. JOHNSON who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned.



My Commission Expires: ID # 67484

LESLIE SURBER

Commission Expires

Sept. 25, 2018

14-09-14775

Is

Notary Public

Page 2 of 2

Inst. 725344
BK 1186 Pg 0716

Inst. 726497
BK 1188 Pg 0606

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: NE ¼ of NW ¼ of Section 23, Township 5 North, Range 14 West, North of Big Creek and East of U.S. Highway 49, in Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, **STEPHEN SCOTT STEELMAN, 47 Robert Dossett Rd., Carriere, MS 39426 (601) 337-0381, DANIEL BRIAN STEELMAN, 19349 Oak Hillcrest Dr., Robertsdale, AL 36567 (251) 509-7417, AND DONNA GAY STEELMAN DEFATTA, 35 Vanderbilt Rd. Ellisville, MS 39437 (601) 498-8908 (228)688-3131**, the Grantors herein, do hereby grant, bargain, sell, convey and warrant unto **KDK OF MS, LP, A Mississippi limited partnership, 30 Darby Road, Hattiesburg, MS 39402, (601)408-1433**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Starting at the Northwest corner of Section 23, Township 5 North, Range 14 West, run East 1581 feet to East boundary of right-of-way of Highway U.S. No. 49 North to a point of beginning; thence East to Northeast Corner of the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 23, Township 5 North, Range 14 West,

Page 1 of 3

**Inst. 725377
Bk 1186 Pg 0743**

thence South to Big Creek, thence in a Southwesterly direction along the North bank of Big Creek to the East line of U.S. Highway 49, thence in a Northwesterly directions along Highway right-of-way to the point of beginning, and containing 7 acres, more or less, and being all the land in the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 23, Township 5 North, Range 14 West, North of Big Creek and East of U.S. Highway 49, in Forrest County, Mississippi.

LESS AND EXCEPT:

Begin at a point on the present Northeasterly right-of-way line of U.S. Highway 49 that is 133.0 feet Northeasterly of and perpendicular to the centerline of survey of State Project No. 79-0008-02-035-10 at Highway Survey Station 226 + 50; said point being 251.0 feet North of 959.4 feet West of the Southeast corner of the Northwest ¼ of Section 23, township 5 North, Range 14 West; from said point of being North 28°32' West, a distance of 154.9 feet to a point that of 171.66 feet Northeasterly of and perpendicular to the centerline of said project at Station 228 + 00; thence South 42°24' East, a distance of 300.1 feet; thence South 42°59' East along a line that is 165 feet Northeasterly of and parallel with the centerline of survey of said project, a distance of 350.0 feet to the Southeasterly line of grantors property and the center of Big Creek; thence South 47°01' West along said property line, a distance of 32.0 feet to said present Northeasterly right-of-way line; thence North 42°59' West along said present Northeasterly right-of-way line, a distance of 500.0 feet to the point of beginning containing 0.43 acres, more or less and being situated in the Northeast ¼ of the Northwest ¼ of Section 23, Township 5 North, Range 14 West, Forrest County, Mississippi.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS OUR signatures on this the 2nd day of October, A.D., 2014.

STEPHEN SCOTT STEELMAN


DANIEL BRIAN STEELMAN


DONNA GAY STEELMAN DEFATTA

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and KS Pep's Point Real Estate, LLC (Leased to: BKS, Inc., hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) *“Wastewater collection system”* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) *“Wastewater treatment facility”* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg’s wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

570’ +/- South of existing Sewer Force Main Pressure Valve Manhole in the SE quadrant of the intersection of US 49 and Peps Point Road..

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business’s disposal system to Hattiesburg’s wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business’s property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business’s disposal system for irregularities that could result in inadmissible discharges into Hattiesburg’s system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business’s sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business’s disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party’s own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. **EFFECTIVE DATE.** This agreement shall become effective as of _____ and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. **TERM OF AGREEMENT.** This Agreement shall be in force and effect from _____, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. **BREACH.** This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01, Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 **APPROVAL.** Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

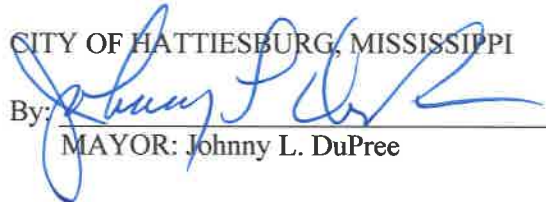
WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 18th day of October, A.D. 2016

ATTEST:


City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By:


MAYOR: Johnny L. DuPree

ATTEST:

Witness:

KS Rep's Point Real Estate, LLC

By:


Managing Member:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

Attachment:

Property Legal Description:

Part of the SE ¼ - SW ¼, Sec. 14, Part of the NE ¼ - NW ¼, Sec. 23, all in T-5-N, R-14-W, Forrest Co., MS

Pages from the Chapter 21 of the Code of Ordinances

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.

- (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/l;
 9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/l;
 10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/l;
 11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
 12. Any waters or wastes exerting an excessive chlorine requirement;
 13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
 14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
 16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element (mg/l)	Concentration
Antimony	0.1
Arsenic	0.05
Barium	3.0
Beryllium	1.0
Bismuth	1.0
Boron	0.5
Cadmium	0.2
Calcium	8,000.0
Chromium (Hexavalent)	1.0
Chromium (Trivalent)	1.0
Total chromium	2.0
Cobalt	0.2

Iron	5.0
Lead	0.1
Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/l as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of

the character of the influent and effluent as the latter may prescribe.

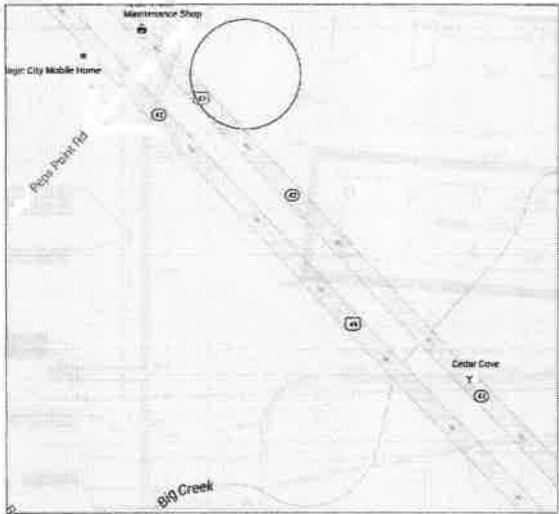
F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)

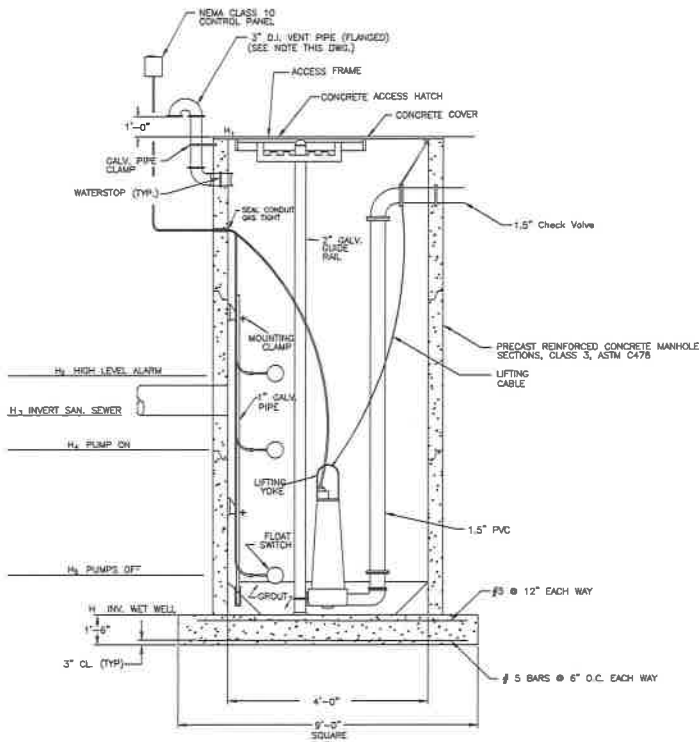
SANITARY SEWER CONNECTION FOR KEITHCO



STEVEN N. PARKER, PE
ENGINEER
21297
STATE OF MISSISSIPPI
10/11/16

INDEX:	
SHEET DESCRIPTION	SHEET No.
COVER SHEET w/ VICINITY MAP AND INDEX	1
SYSTEM LAYOUT	2
DETAILS	3

COVER SHEET w/ VICINITY MAP	
Sanitary Sewer Connection for: Keithco Service Station on Papa Point Road, Hattiesburg, MS Located in Sections 14 & 23, 18p. 05N, Range 14W, in Forrest County	
PROJECT ARCHITECT, LLC 1000 N. 1st Street Hattiesburg, MS 39401 Phone: 601-899-5200 Fax: 601-899-5201	
Drawn: Steven N. Parker Checked: Steven N. Parker Reviewed: Steven N. Parker Scale: AS SHOWN Sheet No. 1 of 3	



SECTION THRU PUMP STATION
N.T.S.

Existing Grease Trap and Septic Tank are to be resealed to ensure that no sewer gasses are escaping.

PUMP STATION ELEVATIONS	
H ₁	168.00
H ₂	166.50
H ₃	166.00
H ₄	165.50
H ₅	164.42
H ₆	163.42
WETWELL	4' x 4'
DISCHARGE PIPING	1.5" DIA.

DETAIL SHEET

Sanitary Sewer Connection for:
KeithCo Service Station on
Peas Point Road, Hattiesburg, MS
Located in Sections 14 & 23, Tsp 05N,
Range 14W, in Forrest County

PRINCE ENGINEERING, LLC
Steven M. Prince, P.E.
201 Peachtree Street
Atlanta, GA 30303
(404) 525-5148

Drawn by: S. Parker	Sheet No. 3 of 3
Date: 08/04/2004	
Checked: R. M. M. 08/04/2004	
Scale: N.T.S.	



BancorpSouth
HATTIESBURG, MS

85-127/842

BKS, INC.
Dba Keith's Superstores
7048 U.S. Hwy 49 N
Hattiesburg, MS 39402
Phone (601) 268-2068

84801

DATE

CHECK NO.

CHECK AMOUNT

10-6-16

84801

\$3000.⁰⁰/_{xx}

PAY

Three thousand Dollars & no/100

TO THE
ORDER
OF

City of Hattiesburg

Karen S. Lott

AUTHORIZED SIGNATURE

⑈084801⑈ ⑆084201278⑆

6022 166 0⑈

Forrest County
Filed/Recorded JUNE 22 2015 11:37:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantor herein, does hereby grant, quitclaim and release unto **KS PEPS POINT REAL ESTATE, LLC, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commence at the intersection of the East line of Highway 49 with the South line of the SE ¼ of the SW ¼ of Section 14, Township 5 North, Range 14 West, thence run North along Highway 49 right-of-way a distance of 50 feet, thence run Northeast 250 feet for point of beginning; run thence North 199 feet; thence Southwest along Rawls Springs Road a distance of 110 feet, thence run SE a distance of 130 feet, thence run Northeast a distance of 35 foot to point of beginning, all in said Section, Township and Range, in Forrest County, Mississippi.

Page 1 of 2

**Inst. 735154
Bk 1205 Pg 0045**

Forrest County
Filed/Recorded JUNE 22 2015 11:38:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantor herein, do hereby grant, quitclaim and release unto **KS PEPS POINT REAL ESTATE, LLC, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commencing at the intersection of the East line of Highway 49 with the South line of the Southeast Quarter of the Southwest Quarter and go North along Highway 49 right-of-way 50 feet for Point of Beginning, thence run Northeast 250 feet; thence North 199 feet; thence Southwest along Rawls springs Road 225 feet to the Northeast line of Highway 49, thence Southeast to Point of beginning, all being situated in Section 14, Township 5 North, Range 14 West, together with all improvements and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which

Page 1 of 2

**Inst. 735155
Bk 1205 Pg 0047**

Forrest County
Filed/Recorded JUNE 22 2015 11:37:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747, the Grantor herein, does hereby grant, quitclaim and release unto KS PEPS POINT REAL ESTATE, LLC, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commence at the intersection of the East line of Highway 49 with the South line of the SE ¼ of the SW ¼ of Section 14, Township 5 North, Range 14 West, thence run North along Highway 49 right-of-way a distance of 50 feet, thence run Northeast 250 feet for point of beginning; run thence North 199 feet; thence Southwest along Rawls Springs Road a distance of 110 feet, thence run SE a distance of 130 feet, thence run Northeast a distance of 35 foot to point of beginning, all in said Section, Township and Range, in Forrest County, Mississippi.

Page 1 of 2

**Inst. 735154
Bk 1205 Pg 0045**

AND ALSO:

Commencing at the intersection of the East boundary line of Highway 49 with the South boundary line of the Southeast Quarter of the Southwest Quarter of Section 14, Township 5 North, Range 14 West, thence North along the Highway 49 right-of-way 50 feet; thence Northeast 250 feet; thence South 51 feet; thence West 250 feet to point of beginning, containing one acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS OUR signatures on this the 19th day of June, A.D., 2015.

Brian Keith Saucier
BRIAN KEITH SAUCIER

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 19th day of June, 2015, within my jurisdiction, the within named **BRIAN KEITH SACUIER** who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.

Leslie Surber
Notary Public

My Commission Expires: _____

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAM

I:\wd\KS Peps Point from Saucier.qcd.1
14-09-14775 ls



Page 2 of 2

Inst. 735154
Bk 1205 Pg 0046

Forrest County
Filed/Recorded JUNE 22 2015 11:38:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantor herein, do hereby grant, quitclaim and release unto **KS PEPS POINT REAL ESTATE, LLC, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commencing at the intersection of the East line of Highway 49 with the South line of the Southeast Quarter of the Southwest Quarter and go North along Highway 49 right-of-way 50 feet for Point of Beginning, thence run Northeast 250 feet; thence North 199 feet; thence Southwest along Rawls springs Road 225 feet to the Northeast line of Highway 49, thence Southeast to Point of beginning, all being situated in Section 14, Township 5 North, Range 14 West, together with all improvements and appurtenances thereunto belonging.

Subject to any Covenants, Restrictions and easements affecting the subject property which

Page 1 of 2

**Inst. 735155
Bk 1205 Pg 0047**

may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS MY signature on this the 19th day of June, A.D., 2015.

Brian Keith Saucier
BRIAN KEITH SAUCIER

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 19th day of June, 2015, within my jurisdiction, the within named **BRIAN KEITH SAUCIER** who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned.



My Commission Expires: _____

Leslie Surber
Notary Public

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAM.

I:\wd\ KS Peps Point from Saucier.qcd
14-09-14777 ls

Inst. 735155
Bk 1205 Pg 0048



Forrest County
Filed/Recorded OCTOBER 2 2014 11:58:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Forrest County
Filed/Recorded NOVEMBER 3 2014 10:16:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of the SW ¼ of Section 14, Township 5 North,
Range 14 West, Forrest County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, **JAMES C. JOHNSON, JR. AND WIFE, JEANETTE H. JOHNSON, 7276 Hwy 49 N, Hattiesburg, MS 39401 (601)579-7935**, the Grantors herein, do hereby grant, bargain, sell, convey and warrant unto **BRIAN KEITH SAUCIER, 325 T. Smith Rd., Hattiesburg, MS 39401, (601) 408-6747**, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Commence at the intersection of the East line of Highway 49 with the South line of the SE ¼ of the SW ¼ of Section 14, Township 5 North, Range 14 West, thence run North along Highway 49 right-of-way a distance of 50 feet, thence run Northeast 250 feet for point of beginning; run thence North 199 feet; thence Southwest along Rawls Springs Road a distance of 110 feet, thence run SE a distance of ¹³⁰~~120~~ feet, thence run Northeast a distance of 35 foot to point of beginning, all in said Section, Township and Range, in Forrest County,

re-recorded to correct call in
legal description

Page 1 of 2

**Inst. 725344
Bk 1186 Pg 0715**

**Inst. 726497
Bk 1188 Pg 0605**

Mississippi.

AND ALSO:

Commencing at the intersection of the East boundary line of Highway 49 with the South boundary line of the Southeast Quarter of the Southwest Quarter of Section 14, Township 5 North, Range 14 West, thence North along the Highway 49 right-of-way 50 feet; thence Northeast 250 feet; thence South 51 feet; thence West 250 feet to point of beginning, containing one acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

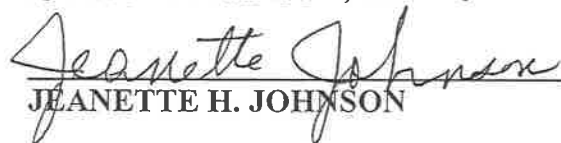
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

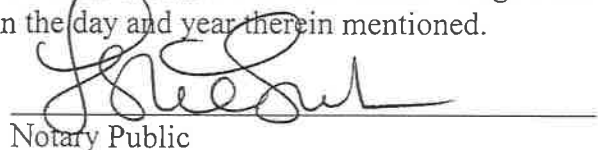
WITNESS OUR signatures on this the 1st day of October, A.D., 2014.


JAMES C. JOHNSON, JR.


JEANETTE H. JOHNSON

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 1st day of October, 2014, within my jurisdiction, the within named JAMES C. JOHNSON, JR. AND WIFE, JEANETTE H. JOHNSON who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned.


Notary Public

My Commission Expires:



F:\wd\Saucier from Johnson.wd
14-09-14775 ls

Page 2 of 2

Inst. 725344
Bk 1186 Pg 0716

Inst. 726497
Bk 1188 Pg 0606

Forrest County
Filed/Recorded OCTOBER 3 2014 08:18:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: NE ¼ of NW ¼ of Section 23, Township 5 North, Range 14 West, North of Big Creek and East of U.S. Highway 49, in Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, **STEPHEN SCOTT STEELMAN**, 47 Robert Dossett Rd., Carriere, MS 39426 (601) 337-0381, **DANIEL BRIAN STEELMAN**, 19349 Oak Hillcrest Dr., Robertsdale, AL 36567 (251) 509-7417, AND **DONNA GAY STEELMAN DEFATTA**, 35 Vanderbilt Rd. Ellisville, MS 39437 (601) 498-8908 (228)688-3131, the Grantors herein, do hereby grant, bargain, sell, convey and warrant unto **KDK OF MS, LP**, A Mississippi limited partnership, 30 Darby Road, Hattiesburg, MS 39402, (601)408-1433, the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

Starting at the Northwest corner of Section 23, Township 5 North, Range 14 West, run East 1581 feet to East boundary of right-of-way of Highway U.S. No. 49 North to a point of beginning; thence East to Northeast Corner of the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 23, Township 5 North, Range 14 West,

Page 1 of 3

Inst. 725377
Bk 1186 Pg 0743

thence South to Big Creek, thence in a Southwesterly direction along the North bank of Big Creek to the East line of U.S. Highway 49, thence in a Northwesterly directions along Highway right-of-way to the point of beginning, and containing 7 acres, more or less, and being all the land in the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) of Section 23, Township 5 North, Range 14 West, North of Big Creek and East of U.S. Highway 49, in Forrest County, Mississippi.

LESS AND EXCEPT:

Begin at a point on the present Northeasterly right-of-way line of U.S. Highway 49 that is 133.0 feet Northeasterly of and perpendicular to the centerline of survey of State Project No. 79-0008-02-035-10 at Highway Survey Station 226 + 50; said point being 251.0 feet North of 959.4 feet West of the Southeast corner of the Northwest ¼ of Section 23, township 5 North, Range 14 West; from said point of being North 28°32' West, a distance of 154.9 feet to a point that of 171.66 feet Northeasterly of and perpendicular to the centerline of said project at Station 228 + 00; thence South 42°24' East, a distance of 300.1 feet; thence South 42°59' East along a line that is 165 feet Northeasterly of and parallel with the centerline of survey of said project, a distance of 350.0 feet to the Southeasterly line of grantors property and the center of Big Creek; thence South 47°01' West along said property line, a distance of 32.0 feet to said present Northeasterly right-of-way line; thence North 42°59' West along said present Northeasterly right-of-way line, a distance of 500.0 feet to the point of beginning containing 0.43 acres, more or less and being situated in the Northeast ¼ of the Northwest ¼ of Section 23, Township 5 North, Range 14 West, Forrest County, Mississippi.

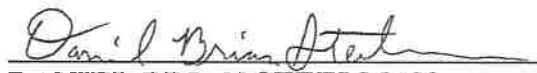
Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

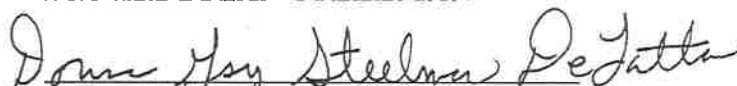
Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

WITNESS OUR signatures on this the 2nd day of October, A.D., 2014


STEPHEN SCOTT STEELMAN


DANIEL BRIAN STEELMAN


DONNA GAY STEELMAN DEFATTA



City of Hattiesburg, MS

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

Master

File Number: 2016-3013

File ID: 2016-3013

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/10/2016

Brief Title: Re-appointment of Mardis Walters to the Housing Authority Board.

Final Action: 10/18/2016

Minute Book Number:

Title:

Ratify and confirm the Mayor's re-appointment of Mardis Walters (W2) to the Housing Authority Board for a term beginning 9/17/2016 and ending 9/16/2021.

Notes:

Sponsors:

Enactment Date:

Attachments: Data Sheet- Walters

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	10/18/2016	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's re-appointment of Mardis Walters (W2) to the Housing Authority Board for a term beginning 9/17/2016 and ending 9/16/2021.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-3013

Title

Ratify and confirm the Mayor's re-appointment of Mardis Walters (W2) to the Housing Authority Board for a term beginning 9/17/2016 and ending 9/16/2021.

Summary

Re-appointment of Mardis Walters to the Housing Authority Board.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Housing Authority Board

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Mardis Walters

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESIS ()

ADDRESS: 812 John Street

HOME PHONE NUMBER: _____ WARD: 2

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-3000

File ID: 2016-3000

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/05/2016

Brief Title: Monthly budget report for the month ending October 31,2016.

Final Action:

Minute Book Number:

Title:

Acknowledge receipt of monthly budget report for the month ending September 30,2016, on permanent file in the City Clerk's Office.

Notes:

Sponsors:

Enactment Date:

Attachments: EXP16.0916, REV16.0916

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	10/18/2016					

Text of Legislative File 2016-3000

Title

Acknowledge receipt of monthly budget report for the month ending September 30,2016, on permanent file in the City Clerk's Office.

Summary

Monthly budget report for the month ending October 31, 2016.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

001003 - GENERAL FUND-CITY COUNCIL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
19731	REGULAR WAGES 4000	171000		177576	6576-	100.0 103.8	6,576	3.8
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
19731	SALARIES	171000		177576	6576-	100.0 103.8	6,576	3.8
EMPLOYEE BENEFITS								
3108	STATE RETIREMENT 4600	26940		27968	1028-	100.0 103.8	1,028	3.8
1475	F.I.C.A. TAXES 4700	13090		13201	111-	100.0 100.8	111	.8
3150	HOSPITALIZATION INS. 4800	42000		36645	5355	100.0 87.2	5,354-	12.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	525			525	100.0	525-	100.0-
7732	EMPLOYEE BENEFITS	82555		77814	4741	100.0 94.2	4,741-	5.7-
27463	PERSONAL SERVICES	253555		255390	1835-	100.0 100.7	1,835	.7
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
146	OTHER EXPENDABLE OFF.S 5010	1500		1238	262	100.0 82.5	261-	17.4-
	MINOR OFFICE EQUIP/FUR 5020							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
410	BOOKS 5070	400		410	10-	100.0 102.5	10	2.5
	COMPUTER SUPPLIES 5080	800			800	100.0	800-	100.0-
556	OFFICE SUPPLIES	2700		1648	1052	100.0 61.0	1,052-	38.9-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
27	FOOD 5115	400		369	31	100.0 92.2	30-	7.5-
	MINOR EQUIPMENT 5460	300		187	113	100.0 62.3	112-	37.3-
	OTHER OPERATING MATL/S 5590							
27	OPERATING SUPPLIES	700		556	144	100.0 79.4	144-	20.5-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700							
	OTHER REPAIR/MAINT. SP 5990							
REPAIR & MAINTENANCE								

583	SUPPLIES AND EXPENSES	3400	2204	1196	100.0	64.8	1,195-	35.1-
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010	100000	100000		100.0	100.0		
	ARCHITECTURAL 6012							
	ENTERTAINMENT 6033							
	DATA PROCESSING 6035							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE	100000	100000		100.0	100.0		
	COMMUNICATIONS							
50	TELEPHONE AND TELEGRAP 6060	1500	547	953	100.0	36.4	952-	63.4-
	POSTAGE 6070							
-----		-----	-----	-----	-----	-----	-----	-----
50	COMMUNICATIONS	1500	547	953	100.0	36.4	952-	63.4-
	TRANSPORTATION							
945	TRAVEL EXPENSE	13060	9902	3158	100.0	75.8	3,157-	24.1-
	FREIGHT 6120							
	MESSENGER/EXPRESS SERV 6130	100	43	57	100.0	43.0	56-	56.0-
-----		-----	-----	-----	-----	-----	-----	-----
945	TRANSPORTATION	13160	9945	3215	100.0	75.5	3,214-	24.4-
	ADVERTISING							
	ADVERTISING 6150							
	ORDINANCE EXPENSE 6160							
-----		-----	-----	-----	-----	-----	-----	-----
	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200							
	BINDING 6205							
	FILM PROCESSING 6240							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	INSURANCE							
	PUBLIC LIAB/PROPERTY D 6255							
	SURETY AND FORGERY BON 6270	2100	1850	250	100.0	88.0	249-	11.8-
	OTHER INSURANCE 6299							
-----		-----	-----	-----	-----	-----	-----	-----
	INSURANCE	2100	1850	250	100.0	88.0	249-	11.8-
	REPR/MAINT-OUTSIDE LABO							
	OFFICE EQUIPMENT R&M 6365							
	HOUSEHOLD EQUIPMENT R& 6370							
	MINOR EQUIPMENT R&M 6382							
	MOTOR VEHICLE EQ. R&M 6384							
	OTHER REPAIRS AND MAIN 6399	1000		1000	100.0		1,000-	100.0-
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	REPR/MAINT-OUTSIDE L	1000		1000	100.0		1,000-	100.0-
	RENTALS							
	OFFICE EQUIPMENT RENT 6410							
	OTHER RENT 6449							
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	RENTALS							
	OTHER SERVICES & CHARGE							

	EXHIBITIONS & PROMOTIO	6500	2322		1334	988	100.0	57.4	987-	42.5-
	DUES AND MEMBERSHIPS	6840	410			410	100.0		410-	100.0-
560	REGISTRATION FEE/TUITI		6140		3960	2180	100.0	64.4	2,180-	35.5-
	SERVICES NOT SPECIFIED	6999								
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560	OTHER SERVICES & CHA		8872		5294	3578	100.0	59.6	3,577-	40.3-
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1555	OTHER SERVICES & CHAR		126632		117636	8996	100.0	92.8	8,996-	7.1-
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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29602	EXPENDITURES		383587		375230	8357	100.0	97.8	8,356-	2.1-

001015 - GENERAL FUND-CITY COURT

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
54572	REGULAR WAGES 4000	672670		577917	94753	100.0 85.9	94,752-	14.0-
	DISASTER RECOVERY WAGE 4010							
3172	OVERTIME 4300	30000		27036	2964	100.0 90.1	2,964-	9.8-
	DISASTER RECOVERY OVER 4310							
57744	SALARIES	702670		604953	97717	100.0 86.0	97,716-	13.9-
EMPLOYEE BENEFITS								
9095	STATE RETIREMENT 4600	110670		95280	15390	100.0 86.0	15,390-	13.9-
4273	F.I.C.A. TAXES 4700	53760		44633	9128	100.0 83.0	9,127-	16.9-
4055	HOSPITALIZATION INS. 4800	114000		80611	33389	100.0 70.7	33,388-	29.2-
	UNEMPLOYMENT BENEFITS 4900	3000		251-	3251	100.0 8.3	2,749-	91.6-
	WORKMAN'S COMPENSATION 4910	2390			2390	100.0	2,390-	100.0-
17423	EMPLOYEE BENEFITS	283820		220273	63547	100.0 77.6	63,546-	22.3-
75167	PERSONAL SERVICES	986490		825226	161264	100.0 83.6	161,264-	16.3-
OFFICE SUPPLIES								
	PAPER 5003	2600	420	2166	14	100.0 83.3	434-	16.6-
	PRINTED FORMS 5005							
345	OTHER EXPENDABLE OFF.S 5010	4173	278	3727	168	100.0 89.3	445-	10.6-
2174	MINOR OFFICE EQUIP/FUR 5020	9950	580	9431	60-	100.0 94.7	519-	5.2-
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
320	COMPUTER SUPPLIES 5080	170		320	150-	100.0 188.2	150	88.2
2839	OFFICE SUPPLIES	16893	1,278	15644	29-	100.0 92.6	1,248-	7.3-
OPERATING SUPPLIES								
	FOOD 5115							
	GAS AND OIL 5250							
	WEARING APPAREL 5355							
974	MINOR EQUIPMENT 5460	1000		974	26	100.0 97.4	25-	2.5-
133	OTHER OPERATING MATL/S 5590	1150		1223	73-	100.0 106.3	72	6.2
	OTHER OPER.MATL-JAIL G 5591							
1107	OPERATING SUPPLIES	2150		2197	47-	100.0 102.1	47	2.1
REPAIR & MAINTENANCE SP								
507	BUILDING MATERIALS & S 5600	507		507		100.0 100.0		
	MTR VEHICLE REP. PTS/S 5700							
507	REPAIR & MAINTENANCE	507		507		100.0 100.0		

4453	SUPPLIES AND EXPENSES	19550	1,278	18348	75-	100.0	93.8	1,202-	6.1-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
	LEGAL 6025	15000		12950	2050	100.0	86.3	2,049-	13.6-
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
676	OTHER PROF-JAIL DIV GR 6048	171400		14076	157324	100.0	8.2	157,324-	91.7-
37830	OTHER PROFESSIONAL SER	340000	1,592	263653	75551	100.0	77.5	76,346-	22.4-
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38506	PROFESSIONAL SERVICE	526400	1,592	290679	234925	100.0	55.2	235,720-	44.7-
	COMMUNICATIONS								
151	TELEPHONE AND TELEGRAP 6060	1000		2124	1124-	100.0	212.4	1,124	112.4
	POSTAGE 6070								
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151	COMMUNICATIONS	1000		2124	1124-	100.0	212.4	1,124	112.4
	TRANSPORTATION								
261	TRAVEL EXPENSE 6110	5900		5475	426	100.0	92.7	424-	7.1-
	TRVL-JAIL DIVERSN GRAN 6118	17100		8019	9081	100.0	46.8	9,080-	53.0-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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261	TRANSPORTATION	23000		13494	9506	100.0	58.6	9,506-	41.3-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200	8000		1816	6184	100.0	22.7	6,184-	77.3-
	BINDING 6205								
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	PRINTING AND BINDING	8000		1816	6184	100.0	22.7	6,184-	77.3-
	INSURANCE								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	200		95	105	100.0	47.5	105-	52.5-
	OFFICE EQUIPMENT R&M 6365	3100		36	3064	100.0	1.1	3,064-	98.8-
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	REPR/MAINT-OUTSIDE L	3300		131	3169	100.0	3.9	3,169-	96.0-
	RENTALS								
262	OFFICE EQUIPMENT RENT 6410	6850		5616	1234	100.0	81.9	1,234-	18.0-
	OTHER RENT 6449								
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262	RENTALS	6850		5616	1234	100.0	81.9	1,234-	18.0-
	OTHER SERVICES & CHARGE								
	COURT COSTS 6710								
	REFUNDS								
	DUES AND MEMBERSHIPS 6840	500		275	225	100.0	55.0	225-	45.0-
	REGISTRATION FEE/TUITI 6845	800		700	100	100.0	87.5	100-	12.5-
	SERVICES NOT SPECIFIED 6999								

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----	-----
		1300		975	325	100.0	75.0	324-	24.9-
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39180	OTHER SERVICES & CHAR	569850	1,592	314833	254221	100.0	55.2	255,016-	44.7-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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118800	EXPENDITURES	1575890	2,870	1158407	415409	100.0	73.5	417,483-	26.4-

001020 - GENERAL FUND-MAYOR/ADMIN.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
44964	REGULAR WAGES 4000	413856		422529	8673-	100.0 102.0	8,673	2.0
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310			963	963-		963	
44964	SALARIES	413856		423492	9636-	100.0 102.3	9,636	2.3
EMPLOYEE BENEFITS								
7082	STATE RETIREMENT 4600	65208		66700	1492-	100.0 102.2	1,491	2.2
3389	F.I.C.A. TAXES 4700	31678		31715	37-	100.0 100.1	36	.1
3600	HOSPITALIZATION INS. 4800	54000		47704	6296	100.0 88.3	6,296-	11.6-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	100.0	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	5013			5013	100.0	5,013-	100.0-
14071	EMPLOYEE BENEFITS	156899		146120	10780	100.0 93.1	10,778-	6.8-
59036	PERSONAL SERVICES	570755		569612	1143	100.0 99.7	1,142-	.2-
OFFICE SUPPLIES								
	PAPER 5003	500		420	80	100.0 84.0	80-	16.0-
	PRINTED FORMS 5005							
194	OTHER EXPENDABLE OFF.S 5010	2608	120	2054	434	100.0 78.7	553-	21.2-
	MINOR OFFICE EQUIP/FUR 5020	1750	774	539	437	100.0 30.8	1,211-	69.2-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	650		620	30	100.0 95.3	29-	4.4-
	BOOKS 5070	900		118	782	100.0 13.1	782-	86.8-
	COMPUTER SUPPLIES 5080	450		366	84	100.0 81.3	84-	18.6-
194	OFFICE SUPPLIES	6858	894	4117	1847	100.0 60.0	2,740-	39.9-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
87	FOOD 5115	2250		2101	149	100.0 93.3	148-	6.5-
241	GAS AND OIL 5250	3800		3082	718	100.0 81.1	718-	18.8-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590	550		544	6	100.0 98.9	6-	1.0-
	OTHER OPER.MATL-NLC HE 5591	28079		547	27532	100.0 1.9	27,531-	98.0-
328	OPERATING SUPPLIES	34679		6273	28406	100.0 18.0	28,405-	81.9-
REPAIR & MAINTENANCE SP								
156	MTR VEHICLE REP. PTS/S 5700	960		933	27	100.0 97.1	26-	2.7-
	COMMUNICATION REPAIR P 5750							
10	OTHER REPAIR/MAINT. SP 5990	240		10	230	100.0 4.1	230-	95.8-

166	REPAIR & MAINTENANCE	1200		943	257	100.0	78.5	256-	21.3-
688	SUPPLIES AND EXPENSES	42737	894	11333	30510	100.0	26.5	31,404-	73.4-
	PROFESSIONAL SERVICES								
	APPRAISAL 6017								
	CONSULTANT SERV/SURVEY 6020								
	ENTERTAINMENT 6033								
	OTHER PROFESSIONAL SER 6049	24750		21	24729	100.0		24,728-	99.9-
169	OTHER PROF SERV-NLC HE 6049 98	96029		96795	766-	100.0	100.7	766	.7
169	PROFESSIONAL SERVICE	120779		96816	23963	100.0	80.1	23,963-	19.8-
	COMMUNICATIONS								
250	TELEPHONE AND TELEGRAP 6060	3500	65	3181	254	100.0	90.8	318-	9.0-
	POSTAGE 6070								
250	COMMUNICATIONS	3500	65	3181	254	100.0	90.8	318-	9.0-
	TRANSPORTATION								
448	TRAVEL EXPENSE 6110	25809		16689	9120	100.0	64.6	9,119-	35.3-
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130	400		314	86	100.0	78.5	85-	21.2-
448	TRANSPORTATION	26209		17003	9206	100.0	64.8	9,206-	35.1-
	ADVERTISING								
4102	ADVERTISING 6150	32010	2,645	28185	1180	100.0	88.0	3,824-	11.9-
	ADVERTISING-BC HEALTHY 6151								
	ADVERTISING-SPEC. EVEN 6152								
229	ADVERTISING-MAYOR'S YO 6153	7500		6492	1008	100.0	86.5	1,008-	13.4-
	ADVERTISING-USM-ISP 6156	27563		27563	1	100.0	100.0		
	ADVERTISING-WILLIAM CA 6157	14000		7000		100.0	50.0	7,000-	50.0-
	ADVERTISING-MS ASSC OF 6158	25000		25000		100.0	100.0		
4330	ADVERTISING	106073	2,645	94239	9189	100.0	88.8	11,833-	11.1-
	PRINTING AND BINDING								
	PRINTING 6200	1500		709	791	100.0	47.2	790-	52.6-
	BINDING 6205								
	BLUELINES 6210								
	FILM PROCESSING 6240								
	PRINTING AND BINDING	1500		709	791	100.0	47.2	790-	52.6-
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	OTHER INSURANCE 6299								
	INSURANCE								
329	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365	5000		2943	2057	100.0	58.8	2,056-	41.1-
	HOUSEHOLD EQUIPMENT R& 6370								
	MINOR EQUIPMENT R&M 6382								

	MOTOR VEHICLE EQ. R&M 6384	2000		120	1880	100.0	6.0	1,880-	94.0-
	COMMUNICATION EQ. R&M 6390								
	OTHER REPAIRS AND MAIN 6399								
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329	REPR/MAINT-OUTSIDE L	7000		3063	3937	100.0	43.7	3,936-	56.2-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
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	RENTALS								
	OTHER SERVICES & CHARGE								
	LATE PAYMENT CHARGE 6705								
	DUES AND MEMBERSHIPS 6840	3000		1259	1741	100.0	41.9	1,741-	58.0-
85	REGISTRATION FEE/TUITI 6845	6000		3270	2730	100.0	54.5	2,730-	45.5-
	SERVICES NOT SPECIFIED 6999								
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85	OTHER SERVICES & CHA	9000		4529	4471	100.0	50.3	4,471-	49.6-
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5612	OTHER SERVICES & CHAR	274061	2,710	219540	51811	100.0	80.1	54,521-	19.8-
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	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	OFFICE FURN/EQUIP. 7325	2000		1839	161	100.0	91.9	160-	8.0-
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399	1700	1,696		4	100.0		1,700-	100.0-
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	MACHINERY AND EQUIPM	3700	1,696	1839	165	100.0	49.7	1,860-	50.2-
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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	CAPITAL OUTLAY	3700	1,696	1839	165	100.0	49.7	1,860-	50.2-
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65336	EXPENDITURES	891253	5,300	802324	83629	100.0	90.0	88,929-	9.9-

001030 - GENERAL FUND-ELECTIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
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SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
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EMPLOYEE BENEFITS								
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PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
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OFFICE SUPPLIES								
OPERATING SUPPLIES								
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
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OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	OTHER REPAIR/MAINT. SP	5990						
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REPAIR & MAINTENANCE								
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SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	LEGAL	6025						
	DATA PROCESSING	6035						
	OTHER PROFESSIONAL SER	6049						
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PROFESSIONAL SERVICE								
COMMUNICATIONS								
	POSTAGE	6070						
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COMMUNICATIONS								

TRANSPORTATION
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
BINDING 6205

PRINTING AND BINDING
REPR/MAINT-OUTSIDE LABO
OFFICE EQUIPMENT R&M 6365
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
BUILDING RENT 6405
OFFICE EQUIPMENT RENT 6410

RENTALS
OTHER SERVICES & CHARGE
SERVICES NOT SPECIFIED 6999

OTHER SERVICES & CHA

OTHER SERVICES & CHAR

MACHINERY AND EQUIPMENT
OFFICE FURN/EQUIP. 7325
OTHER EQUIPMENT 7399

MACHINERY AND EQUIPM

CAPITAL OUTLAY

EXPENDITURES

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
		SALARIES							
11756		REGULAR WAGES	4000		105449	13051	100.0 88.9	13,051-	11.0-
		DISASTER RECOVERY WAGE	4010						
		OVERTIME	4300		2620	2620-		2,619	
		DISASTER RECOVERY OVER	4310		156	156-		156	
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11756		SALARIES	118500		108226	10274	100.0 91.3	10,274-	8.6-
		EMPLOYEE BENEFITS							
1852		STATE RETIREMENT	4600		17045	1625	100.0 91.2	1,625-	8.7-
868		F.I.C.A. TAXES	4700		7920	1150	100.0 87.3	1,150-	12.6-
1800		HOSPITALIZATION INS.	4800		23852	148	100.0 99.3	147-	.6-
		UNEMPLOYMENT BENEFITS	4900						
		WORKMAN'S COMPENSATION	4910			410	100.0	410-	100.0-
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4520		EMPLOYEE BENEFITS	52150		48818	3332	100.0 93.6	3,331-	6.3-
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16276		PERSONAL SERVICES	170650		157044	13606	100.0 92.0	13,606-	7.9-
		OFFICE SUPPLIES							
		PAPER	5003						
		PRINTED FORMS	5005						
399		OTHER EXPENDABLE OFF.S	5010	237	2801	149-	100.0 96.9	88-	3.0-
95		MINOR OFFICE EQUIP/FUR	5020		522	605	100.0 46.3	605-	53.6-
		MICROFILM SUPPLIES	5030			470	100.0	470-	100.0-
		SUBSCRIPTIONS,MAGS,MAP	5050			330	100.0	330-	100.0-
		BOOKS	5070						
		COMPUTER SUPPLIES	5080						
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494		OFFICE SUPPLIES	4816	237	3323	1256	100.0 68.9	1,493-	31.0-
		OPERATING SUPPLIES							
		FOOD	5115						
		GAS AND OIL	5250						
		MINOR EQUIPMENT	5460						
		OTHER OPERATING MATL/S	5590						
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		OPERATING SUPPLIES							
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494		SUPPLIES AND EXPENSES	4816	237	3323	1256	100.0 68.9	1,493-	31.0-
		PROFESSIONAL SERVICES							
		CONSULTANT SERV/SURVEY	6020						
		ABSTRACTING & RECORDIN	6023	1500	234	1266	100.0 15.6	1,266-	84.4-
		LEGAL	6025						
		DATA PROCESSING	6035						

	MICROFILM PROCESSING	6037							
	OTHER PROFESSIONAL SER	6049	300		300	100.0		300-	100.0-
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	PROFESSIONAL SERVICE		1800	234	1566	100.0	13.0	1,566-	87.0-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP	6060							
	POSTAGE	6070							
-----			-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	75		75	100.0		75-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION		75		75	100.0		75-	100.0-
	ADVERTISING								
5750	ADVERTISING	6150	16000	25202	9202-	100.0	157.5	9,202	57.5
	ORDINANCE EXPENSE	6160	3000		3000	100.0		3,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
5750	ADVERTISING		19000	25202	6202-	100.0	132.6	6,202	32.6
	PRINTING AND BINDING								
	PRINTING	6200	1600		1600	100.0		1,600-	100.0-
	BINDING	6205							
-----			-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING		1600		1600	100.0		1,600-	100.0-
	INSURANCE								
	SURETY AND FORGERY BON	6270							
-----			-----	-----	-----	-----	-----	-----	-----
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	3700	2086	1614	100.0	56.3	1,614-	43.6-
	DISINFECT./EXTERMINATI	6394	1000	1040	40-	100.0	104.0	40	4.0
	OTHER REPAIRS AND MAIN	6399							
-----			-----	-----	-----	-----	-----	-----	-----
	REPR/MAINT-OUTSIDE L		4700	3126	1574	100.0	66.5	1,574-	33.4-
	RENTALS								
	OFFICE EQUIPMENT RENT	6410							
-----			-----	-----	-----	-----	-----	-----	-----
	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840							
	REGISTRATION FEE/TUITI	6845							
	SERVICES NOT SPECIFIED	6999	1000		1000	100.0		1,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		1000		1000	100.0		1,000-	100.0-
-----			-----	-----	-----	-----	-----	-----	-----
5750	OTHER SERVICES & CHAR		28175	28562	387-	100.0	101.3	387	1.3
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	OTHER EQUIPMENT	7399							

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	MACHINERY AND EQUIPM								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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22519	EXPENDITURES	203641	237	188929	14476	100.0	92.7	14,711-	7.2-

001041 - GENERAL FUND-TAX DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	OVERTIME	4300						
-----			-----	-----	-----	-----	-----	-----
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						
-----			-----	-----	-----	-----	-----	-----
EMPLOYEE BENEFITS								
-----			-----	-----	-----	-----	-----	-----
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	MICROFILM SUPPLIES	5030						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	MAPS FOR RESALE	5060						
	BOOKS	5070						
	COMPUTER SUPPLIES	5080						
-----			-----	-----	-----	-----	-----	-----
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	MINOR EQUIPMENT	5460						
	OTHER OPERATING MATL/S	5590						
-----			-----	-----	-----	-----	-----	-----
OPERATING SUPPLIES								
REPAIR & MAINTENANCE SP								
	MTR VEHICLE REP. PTS/S	5700						
	OTHER REPAIR/MAINT. SP	5990						
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REPAIR & MAINTENANCE								
-----			-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								

CONSULTANT SERV/SURVEY 6020
ABSTRACTING & RECORDIN 6023
LEGAL 6025
DATA PROCESSING 6035
MICROFILM PROCESSING 6037
OTHER PROFESSIONAL SER 6049

PROFESSIONAL SERVICE
COMMUNICATIONS
TELEPHONE AND TELEGRAP 6060
POSTAGE 6070

COMMUNICATIONS
TRANSPORTATION
TRAVEL EXPENSE 6110
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
BINDING 6205
BLUELINES 6210

PRINTING AND BINDING
INSURANCE
AUTOMOBILE INSURANCE 6265
SURETY AND FORGERY BON 6270

INSURANCE
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
OFFICE EQUIPMENT R&M 6365
MOTOR VEHICLE EQ. R&M 6384
COMMUNICATION EQ. R&M 6390
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
OFFICE EQUIPMENT RENT 6410

RENTALS
OTHER SERVICES & CHARGE
REFUNDS
DUES AND MEMBERSHIPS 6840
REGISTRATION FEE/TUITI 6845
SERVICES NOT SPECIFIED 6999

001042 - GENERAL FUND-ACCOUNTING DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
19435	REGULAR WAGES 4000	174711		179761	5050-	100.0 102.8	5,050	2.8
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			4	4-		3	
	DISASTER RECOVERY OVER 4310							
19435	SALARIES	174711		179766	5055-	100.0 102.8	5,055	2.8
EMPLOYEE BENEFITS								
3061	STATE RETIREMENT 4600	27519		28313	794-	100.0 102.8	793	2.8
1479	F.I.C.A. TAXES 4700	13609		13661	52-	100.0 100.3	51	.3
2250	HOSPITALIZATION INS. 4800	30000		28802	1198	100.0 96.0	1,197-	3.9-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	745			745	100.0	745-	100.0-
6790	EMPLOYEE BENEFITS	71873		70776	1097	100.0 98.4	1,097-	1.5-
26225	PERSONAL SERVICES	246584		250542	3958-	100.0 101.6	3,958	1.6
OFFICE SUPPLIES								
	PAPER 5003	580		572	8	100.0 98.6	7-	1.2-
	PRINTED FORMS 5005							
2	OTHER EXPENDABLE OFF.S 5010	2450		1623	827	100.0 66.2	826-	33.7-
	MINOR OFFICE EQUIP/FUR 5020	959		879	80	100.0 91.6	79-	8.2-
	MICROFILM SUPPLIES 5030							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	670		530	140	100.0 79.1	139-	20.7-
2	OFFICE SUPPLIES	4659		3605	1054	100.0 77.3	1,054-	22.6-
OPERATING SUPPLIES								
294	CLEANING/JANITORIAL SP 5100	1200		1118	82	100.0 93.1	81-	6.7-
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
294	OPERATING SUPPLIES	1200		1118	82	100.0 93.1	81-	6.7-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MINOR COMPUTER EQUIP. 5800	753		398	355	100.0 52.8	354-	47.0-
	OTHER REPAIR/MAINT. SP 5990	5		1	4	100.0 20.0	3-	60.0-
	REPAIR & MAINTENANCE	758		399	359	100.0 52.6	358-	47.2-
296	SUPPLIES AND EXPENSES	6617		5121	1496	100.0 77.3	1,495-	22.5-

	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	DATA PROCESSING 6035							
	MICROFILM PROCESSING 6037							
	OTHER PROFESSIONAL SER 6049	309		309		100.0	100.0	
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	PROFESSIONAL SERVICE	309		309		100.0	100.0	
	COMMUNICATIONS							
13	TELEPHONE AND TELEGRAP 6060	190		134	56	100.0	70.5	55- 28.9-
	POSTAGE 6070							
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13	COMMUNICATIONS	190		134	56	100.0	70.5	55- 28.9-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	FREIGHT 6120	30			30	100.0		30- 100.0-
	MESSENGER/EXPRESS SERV 6130							
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	TRANSPORTATION	30			30	100.0		30- 100.0-
	ADVERTISING							
	ADVERTISING 6150							
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	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200	1080		1072	8	100.0	99.2	8- .7-
	BINDING 6205							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING	1080		1072	8	100.0	99.2	8- .7-
	INSURANCE							
	SURETY AND FORGERY BON 6270							
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	INSURANCE							
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M 6350							
	OFFICE EQUIPMENT R&M 6365							
	OTHER REPAIRS AND MAIN 6399	311	300		11	100.0		311- 100.0-
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	REPR/MAINT-OUTSIDE L	311	300		11	100.0		311- 100.0-
	RENTALS							
	OFFICE EQUIPMENT RENT 6410							
	OTHER RENT 6449							
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	RENTALS							
	OTHER SERVICES & CHARGE							
	DUES AND MEMBERSHIPS 6840							
	REGISTRATION FEE/TUITI 6845							
	SERVICES NOT SPECIFIED 6999							
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	OTHER SERVICES & CHA							
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13	OTHER SERVICES & CHAR	1920	300	1515	105	100.0	78.9	404- 21.0-

MACHINERY AND EQUIPMENT

OFFICE FURN/EQUIP. 7325
DATA PROCESSING EQUIP. 7327
OTHER EQUIPMENT 7399

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	MACHINERY AND EQUIPM							
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	CAPITAL OUTLAY							
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26533	EXPENDITURES	255121	300	257178	2357-	100.0	100.8	2,057 .8

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18010	EXPENDITURES	168444	304	156780	11361	100.0	93.0	11,664-	6.9-

001060 - GENERAL FUND-CITY ATTORNEY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
8885	REGULAR WAGES 4000	77000		79962	2962-	100.0 103.8	2,962	3.8
	OVERTIME 4300							
8885	SALARIES	77000		79962	2962-	100.0 103.8	2,962	3.8
EMPLOYEE BENEFITS								
1399	STATE RETIREMENT 4600	12130		12594	464-	100.0 103.8	464	3.8
679	F.I.C.A. TAXES 4700	5900		6105	205-	100.0 103.4	205	3.4
450	HOSPITALIZATION INS. 4800	6000		5838	162	100.0 97.3	162-	2.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	255			255	100.0	255-	100.0-
2528	EMPLOYEE BENEFITS	24285		24537	252-	100.0 101.0	252	1.0
11413	PERSONAL SERVICES	101285		104498	3213-	100.0 103.1	3,213	3.1
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
	BOOKS 5070							
	OTHER OPERATING MATL/S 5590							
OFFICE SUPPLIES								
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
	LEGAL 6025	7000		2000	5000	100.0 28.5	4,999-	71.4-
	OTHER PROFESSIONAL SER 6049							
	PROFESSIONAL SERVICE	7000		2000	5000	100.0 28.5	4,999-	71.4-
COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
COMMUNICATIONS								
TRANSPORTATION								
	TRAVEL EXPENSE 6110	1050		1049	1	100.0 99.9	1-	
	TRANSPORTATION	1050		1049	1	100.0 99.9	1-	
PRINTING AND BINDING								
	PRINTING 6200							

-----	PRINTING AND BINDING	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHARGE							
	COURT COSTS 6710	100		100	100.0		100-	100.0-
	DUES AND MEMBERSHIPS 6840	325	175	150	100.0	53.8	149-	45.8-
	REGISTRATION FEE/TUITI 6845	625	595	30	100.0	95.2	29-	4.6-
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	OTHER SERVICES & CHA	1050	770	280	100.0	73.3	279-	26.5-
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR	9100	3819	5281	100.0	41.9	5,280-	58.0-
	MACHINERY AND EQUIPMENT							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
11413	EXPENDITURES	110385	108317	2068	100.0	98.1	2,068-	1.8-

001080 - GENERAL FUND-HUMAN RESOURCES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
15261	REGULAR WAGES 4000	132264		137350	5086-	100.0 103.8	5,085	3.8
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310							
15261	SALARIES	132264		137350	5086-	100.0 103.8	5,085	3.8
EMPLOYEE BENEFITS								
2404	STATE RETIREMENT 4600	20840		21633	793-	100.0 103.8	793	3.8
1135	F.I.C.A. TAXES 4700	10120		10118	2	100.0 99.9	1-	
1350	HOSPITALIZATION INS. 4800	18000		17514	486	100.0 97.3	486-	2.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	530			530	100.0	530-	100.0-
4888	EMPLOYEE BENEFITS	49490		49265	225	100.0 99.5	225-	.4-
20149	PERSONAL SERVICES	181754		186614	4860-	100.0 102.6	4,860	2.6
OFFICE SUPPLIES								
	PAPER 5003	1000		840	160	100.0 84.0	160-	16.0-
475	PRINTED FORMS 5005	1220		1086	134	100.0 89.0	134-	10.9-
	OTHER EXPENDABLE OFF.S 5010	550		510	40	100.0 92.7	40-	7.2-
	MINOR OFFICE EQUIP/FUR 5020	300		210	90	100.0 70.0	90-	30.0-
	SUBSCRIPTIONS,MAGS,MAP 5050	500		299	201	100.0 59.8	201-	40.2-
	BOOKS 5070	221		100	121	100.0 45.2	121-	54.7-
	COMPUTER SUPPLIES 5080	7200		6631	569	100.0 92.0	568-	7.8-
475	OFFICE SUPPLIES	10991		9676	1315	100.0 88.0	1,315-	11.9-
OPERATING SUPPLIES								
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
OPERATING SUPPLIES								
475	SUPPLIES AND EXPENSES	10991		9676	1315	100.0 88.0	1,315-	11.9-
PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020							
2196	OTHER PROFESSIONAL SER 6049	6610		5819	791	100.0 88.0	791-	11.9-
2196	PROFESSIONAL SERVICE	6610		5819	791	100.0 88.0	791-	11.9-
COMMUNICATIONS								
13	TELEPHONE AND TELEGRAP 6060	100		138	38-	100.0 138.0	38	38.0
	POSTAGE 6070	20			20	100.0	20-	100.0-

-----	13	COMMUNICATIONS	-----	120	-----	138	18-	100.0	115.0	-----	18	15.0
		TRANSPORTATION										
		TRAVEL EXPENSE 6110				327-	327				327	
		FREIGHT 6120										
-----	77	MESSENGER/EXPRESS SERV 6130	-----	100	-----	77	23	100.0	77.0	-----	23-	23.0-
-----	77	TRANSPORTATION	-----	100	-----	250-	350	100.0	250.0	-----	149	149.0
		ADVERTISING										
		ADVERTISING 6150										
-----		ADVERTISING	-----		-----					-----		
		PRINTING AND BINDING										
		PRINTING 6200		900		45	855	100.0	5.0		854-	94.8-
		BINDING 6205										
-----		PRINTING AND BINDING	-----	900	-----	45	855	100.0	5.0	-----	854-	94.8-
		INSURANCE										
		SURETY AND FORGERY BON 6270										
-----		INSURANCE	-----		-----					-----		
		REPR/MAINT-OUTSIDE LABO										
		BUILDING R&M 6350										
-----	222	OFFICE EQUIPMENT R&M 6365	-----	5075	-----	3861	1214	100.0	76.0	-----	1,213-	23.9-
-----	222	REPR/MAINT-OUTSIDE L	-----	5075	-----	3861	1214	100.0	76.0	-----	1,213-	23.9-
		OTHER SERVICES & CHARGE										
		DUES AND MEMBERSHIPS 6840		200			200	100.0			200-	100.0-
		REGISTRATION FEE/TUITI 6845										
		SERVICES NOT SPECIFIED 6999										
-----		OTHER SERVICES & CHA	-----	200	-----		200	100.0		-----	200-	100.0-
-----	2508	OTHER SERVICES & CHAR	-----	13005	-----	9613	3392	100.0	73.9	-----	3,391-	26.0-
		MACHINERY AND EQUIPMENT										
		OFFICE FURN/EQUIP. 7325										
		DATA PROCESSING EQUIP. 7327										
-----		MACHINERY AND EQUIPM	-----		-----					-----		
-----		CAPITAL OUTLAY	-----		-----					-----		
-----	23132	EXPENDITURES	-----	205750	-----	205903	153-	100.0	100.0	-----	153	

001081 - GENERAL FUND-LOSS CONTROL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
9068	REGULAR WAGES 4000	78587		81610	3023-	100.0 103.8	3,022	3.8
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300							
	DISASTER RECOVERY OVER 4310			188	188-		188	
-----		-----	-----	-----	-----	-----	-----	-----
9068	SALARIES	78587		81799	3212-	100.0 104.0	3,212	4.0
EMPLOYEE BENEFITS								
1428	STATE RETIREMENT 4600	12380		12883	503-	100.0 104.0	503	4.0
669	F.I.C.A. TAXES 4700	6020		5940	80	100.0 98.6	80-	1.3-
900	HOSPITALIZATION INS. 4800	12000		11676	324	100.0 97.3	324-	2.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	940			940	100.0	940-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
2997	EMPLOYEE BENEFITS	31340		30500	840	100.0 97.3	839-	2.6-
-----		-----	-----	-----	-----	-----	-----	-----
12065	PERSONAL SERVICES	109927		112298	2371-	100.0 102.1	2,371	2.1
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005	388		116	272	100.0 29.8	271-	69.8-
102	OTHER EXPENDABLE OFF.S 5010	955	247	705	2	100.0 73.8	249-	26.0-
	MINOR OFFICE EQUIP/FUR 5020	300			300	100.0	300-	100.0-
	PHOTO SUPPLIES 5040	185		16	169	100.0 8.6	169-	91.3-
180	SUBSCRIPTIONS,MAGS,MAP 5050	305		285	20	100.0 93.4	19-	6.2-
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
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282	OFFICE SUPPLIES	2133	247	1122	763	100.0 52.6	1,011-	47.3-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	MEDICAL SUPPLIES 5120	150			150	100.0	150-	100.0-
183	GAS AND OIL 5250	4000		1540	2460	100.0 38.5	2,460-	61.5-
	LUBRICANTS 5255							
171	WEARING APPAREL 5355	300		171	129	100.0 57.0	128-	42.6-
	MINOR EQUIPMENT 5460	500			500	100.0	500-	100.0-
	OTHER OPERATING MATL/S 5590							
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354	OPERATING SUPPLIES	4950		1711	3239	100.0 34.5	3,238-	65.4-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	1107		130	977	100.0 11.7	977-	88.2-
	COMMUNICATION REPAIR P 5750							

OTHER REPAIR/MAINT. SP 5990									
	REPAIR & MAINTENANCE	1107		130	977	100.0	11.7	977-	88.2-
636	SUPPLIES AND EXPENSES	8190	247	2963	4980	100.0	36.1	5,227-	63.8-
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP 6060	760		547	213	100.0	71.9	212-	27.8-
	POSTAGE 6070								
50	COMMUNICATIONS	760		547	213	100.0	71.9	212-	27.8-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	FILM PROCESSING 6240								
	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365								
	HOUSEHOLD EQUIPMENT R& 6370								
	MOTOR VEHICLE EQ. R&M 6384	300			300	100.0		300-	100.0-
	COMMUNICATION EQ. R&M 6390								
	CLEANING AND PAINTING 6392								
	OTHER REPAIRS AND MAIN 6399	1800		1735	65	100.0	96.3	64-	3.5-
	REPR/MAINT-OUTSIDE L	2100		1735	365	100.0	82.6	364-	17.3-
	RENTALS								
	OTHER RENT 6449								
	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
	OTHER SERVICES & CHA								
50	OTHER SERVICES & CHAR	2860		2281	579	100.0	79.7	578-	20.2-

	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
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	VEHICLES								
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	CAPITAL OUTLAY								
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12751	EXPENDITURES		120977	247	117543	3187	100.0 97.1	3,433-	2.8-

001090 - GENERAL FUND-URBAN DEVELOPMT

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
39746	REGULAR WAGES 4000	378795		360469	18326	100.0 95.1	18,325-	4.8-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			238	238-		237	
	DISASTER RECOVERY OVER 4310							
39746	SALARIES	378795		360708	18087	100.0 95.2	18,087-	4.7-
EMPLOYEE BENEFITS								
6260	STATE RETIREMENT 4600	59660		56811	2849	100.0 95.2	2,848-	4.7-
2940	F.I.C.A. TAXES 4700	28981		26523	2458	100.0 91.5	2,457-	8.4-
4500	HOSPITALIZATION INS. 4800	66000		58466	7534	100.0 88.5	7,533-	11.4-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	3820			3820	100.0	3,820-	100.0-
13700	EMPLOYEE BENEFITS	158461		141801	16660	100.0 89.4	16,659-	10.5-
53446	PERSONAL SERVICES	537256		502508	34748	100.0 93.5	34,747-	6.4-
OFFICE SUPPLIES								
149	PAPER 5003	1000	60	813	127	100.0 81.3	186-	18.6-
	PRINTED FORMS 5005							
491	OTHER EXPENDABLE OFF.S 5010	3410	131	2744	534	100.0 80.4	665-	19.5-
1336	N.I.P. SUPPLIES 5011	12495		12451	44	100.0 99.6	43-	.3-
	CITIZENS CORPS GRANT S 5012							
	MIDTOWN STUDY GRANT SU 5013							
	NLC HEALTH OUTREACH SU 5014	2000			2000	100.0	2,000-	100.0-
	DOLLARWISE GRANT/CONF 5015							
630	MINOR OFFICE EQUIP/FUR 5020	2569		2454	115	100.0 95.5	115-	4.4-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	614	60	371	183	100.0 60.4	243-	39.5-
954	COMPUTER SUPPLIES 5080	3139	150	2539	450	100.0 80.8	599-	19.0-
3561	OFFICE SUPPLIES	25227	401	21373	3452	100.0 84.7	3,853-	15.2-
OPERATING SUPPLIES								
	FOOD 5115	19			19-	100.0	19-	100.0-
32	GAS AND OIL 5250	2300		1629	671	100.0 70.8	670-	29.1-
	LUBRICANTS 5255							
19	MINOR EQUIPMENT 5460	100		19	81	100.0 19.0	80-	80.0-
	OTHER OPERATING MATL/S 5590	400		75	325	100.0 18.7	324-	81.0-
51	OPERATING SUPPLIES	2781		1722	1059	100.0 61.9	1,059-	38.0-
REPAIR & MAINTENANCE SP								
BUILDING MATERIALS & S 5600								

	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	700		473	227	100.0	67.5	227-	32.4-
	OTHER REPAIR/MAINT. SP	5990								
	REPAIR & MAINTENANCE		700		473	227	100.0	67.5	227-	32.4-
3612	SUPPLIES AND EXPENSES		28708	401	23569	4738	100.0	82.0	5,138-	17.8-
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
1365	CONSULTANT SERV/SURVEY	6020	37000		36646	354	100.0	99.0	354-	.9-
	CONSULTANT SERV-TWIN F	6020 01								
1495	CONSULTANT SERV-MIDTOW	6020 02	14000		3558	10443	100.0	25.4	10,442-	74.5-
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	11500		7987	3513	100.0	69.4	3,512-	30.5-
	OTHER PROF SERV-NLC OU	6049 98								
2860	PROFESSIONAL SERVICE		62500		48191	14309	100.0	77.1	14,309-	22.8-
	COMMUNICATIONS									
330	TELEPHONE AND TELEGRAP	6060	3920		3979	59-	100.0	101.5	59	1.5
34	POSTAGE	6070	100		34	66	100.0	34.0	66-	66.0-
364	COMMUNICATIONS		4020		4013	7	100.0	99.8	7-	.1-
	TRANSPORTATION									
104-	TRAVEL EXPENSE	6110	10029		6478	3551	100.0	64.5	3,551-	35.4-
	TRVL EXP-MIDTOWN STDY	6111								
	TRVL EXP-NLC HEALTH OU	6112								
	FREIGHT	6120								
30	MESSENGER/EXPRESS SERV	6130	100		30	70	100.0	30.0	70-	70.0-
74-	TRANSPORTATION		10129		6507	3622	100.0	64.2	3,621-	35.7-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	3879		671	3208	100.0	17.2	3,208-	82.7-
	PRINTING-GRANT RELATED	6202								
	BLUELINES	6210								
	FILM PROCESSING	6240								
	PRINTING AND BINDING		3879		671	3208	100.0	17.2	3,208-	82.7-
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								

	SIGN PAINTING	6396							
	OTHER REPAIRS AND MAIN	6399							
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	REPR/MAINT-OUTSIDE L								
	RENTALS								
369	OFFICE EQUIPMENT RENT	6410	6980		6944	36	100.0	99.4	35- .5-
	OTHER RENT	6449							
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369	RENTALS		6980		6944	36	100.0	99.4	35- .5-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	6500							
49	DUES AND MEMBERSHIPS	6840	1950		1549	401	100.0	79.4	400- 20.5-
190	REGISTRATION FEE/TUITI	6845	5626	131	3415	2080	100.0	60.7	2,210- 39.2-
	SERVICES NOT SPECIFIED	6999							
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239	OTHER SERVICES & CHA		7576	131	4964	2481	100.0	65.5	2,611- 34.4-
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3758	OTHER SERVICES & CHAR		95084	131	71291	23663	100.0	74.9	23,793- 25.0-
	MACHINERY AND EQUIPMENT								
	PHOTOGRAPHIC EQUIP.	7308							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
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	VEHICLES								
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	CAPITAL OUTLAY								
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60816	EXPENDITURES		661048	532	597367	63148	100.0	90.3	63,680- 9.6-

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31545	REGULAR WAGES 4000	291457		277002	14455	100.0 95.0	14,455-	4.9-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			39	39-		39	
	DISASTER RECOVERY OVER 4310							
31545	SALARIES	291457		277041	14416	100.0 95.0	14,415-	4.9-
EMPLOYEE BENEFITS								
4968	STATE RETIREMENT 4600	45910		43634	2276	100.0 95.0	2,275-	4.9-
2302	F.I.C.A. TAXES 4700	22300		19855	2445	100.0 89.0	2,444-	10.9-
3150	HOSPITALIZATION INS. 4800	42000		38716	3284	100.0 92.1	3,284-	7.8-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	1050			1050	100.0	1,050-	100.0-
10420	EMPLOYEE BENEFITS	111260		102205	9055	100.0 91.8	9,054-	8.1-
41966	PERSONAL SERVICES	402717		379246	23471	100.0 94.1	23,471-	5.8-
OFFICE SUPPLIES								
312	PAPER 5003	2000		1457	543	100.0 72.8	543-	27.1-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	1000		347	653	100.0 34.7	653-	65.3-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	41500		40211	1289	100.0 96.8	1,289-	3.1-
	COMPUTR SUP-PURCHASE C 5081							
312	OFFICE SUPPLIES	44500		42016	2484	100.0 94.4	2,484-	5.5-
OPERATING SUPPLIES								
58	GAS AND OIL 5250	800		692	108	100.0 86.5	107-	13.3-
	UNIFORMS, BADGES, ETC. 5350							
	MINOR EQUIPMENT 5460	2000		1652	348	100.0 82.6	347-	17.3-
	OTHER OPERATING MATL/S 5590							
58	OPERATING SUPPLIES	2800		2344	456	100.0 83.7	456-	16.2-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	MTR VEHICLE REP. PTS/S 5700	350		114	236	100.0 32.5	236-	67.4-
	MINOR COMPUTER EQUIP. 5800							
	REPAIR & MAINTENANCE	350		114	236	100.0 32.5	236-	67.4-
370	SUPPLIES AND EXPENSES	47650		44473	3177	100.0 93.3	3,176-	6.6-

PROFESSIONAL SERVICES									
	DATA PROCESSING 6035	29040		28103	937	100.0	96.7	937-	3.2-
	OTHER PROFESSIONAL SER 6049	3100		3021	79	100.0	97.4	78-	2.5-
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	PROFESSIONAL SERVICE	32140		31124	1016	100.0	96.8	1,015-	3.1-
	COMMUNICATIONS								
371	TELEPHONE AND TELEGRAP 6060	2800		2857	57-	100.0	102.0	57	2.0
14462	NETWORK 6068	172800		172752	48	100.0	99.9	48-	
1939	NETWORK WIRELESS 6069	25000		24809	191	100.0	99.2	191-	.7-
	POSTAGE 6070								
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16772	COMMUNICATIONS	200600		200418	182	100.0	99.9	182-	
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120	100		85	15	100.0	85.0	14-	14.0-
	MESSENGER/EXPRESS SERV 6130	200		37	163	100.0	18.5	162-	81.0-
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	TRANSPORTATION	300		122	178	100.0	40.6	177-	59.0-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	BINDING 6205								
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
7050	ELECTRICAL R&M 6355								
	OFFICE EQUIPMENT R&M 6365	272866		257715	15151	100.0	94.4	15,150-	5.5-
	MOTOR VEHICLE EQ. R&M 6384	170			170	100.0		170-	100.0-
	TOW IN CHARGES 6398								
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7050	REPR/MAINT-OUTSIDE L	273036		257715	15321	100.0	94.3	15,320-	5.6-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
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	RENTALS								
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845	100		99	1	100.0	99.0		
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA	100		99	1	100.0	99.0		
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23822	OTHER SERVICES & CHAR	506176		489477	16699	100.0	96.7	16,698-	3.2-

	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325	1588		1588		100.0	100.0		
2375	DATA PROCESSING EQUIP. 7327	98000		77287	20713	100.0	78.8	20,712-	21.1-
	FINANCIAL SOFTWARE 7328	30800	29,064		1737	100.0		30,800-	100.0-
	DOM PREP GRANT 06HS205 7332								
12604	PUBLIC SAFETY SOFTWARE 7333	151200		151196	4	100.0	99.9	3-	
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399	4052		4052		100.0	100.0		
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14979	MACHINERY AND EQUIPM	285640	29,064	234123	22454	100.0	81.9	51,516-	18.0-
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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14979	CAPITAL OUTLAY	285640	29,064	234123	22454	100.0	81.9	51,516-	18.0-
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81136	EXPENDITURES	1242183	29,064	1147319	65801	100.0	92.3	94,864-	7.6-

001092 - GENERAL FUND-GEN.GOV.T.BLDG

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	OVERTIME 4300							
SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600							
	F.I.C.A. TAXES 4700							
	HOSPITALIZATION INS. 4800							
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	250		103	147	100.0 41.2	146-	58.4-
	OFFICE SUPPLIES	250		103	147	100.0 41.2	146-	58.4-
243	OPERATING SUPPLIES							
	CLEANING/JANITORIAL SP 5100	3000	75	2910	15	100.0 97.0	90-	3.0-
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	2500		2443	57	100.0 97.7	56-	2.2-
	DIESEL FUEL 5257							
	HORT./LANDSCAPING SPLY 5440	2255		1788	468	100.0 79.2	467-	20.7-
	HAND TOOLS 5450	25			25	100.0	25-	100.0-
417	MINOR EQUIPMENT 5460	5368	150	4078	1140	100.0 75.9	1,290-	24.0-
17	OTHER OPERATING MATL/S 5590	200		211	11-	100.0 105.5	11	5.5
677	OPERATING SUPPLIES	13348	225	11429	1694	100.0 85.6	1,919-	14.3-
REPAIR & MAINTENANCE SP								
67	BUILDING MATERIALS & S 5600	4035		4028	7	100.0 99.8	6-	.1-
1775	ELECTRICAL SUPPLIES 5605	4638		4153	485	100.0 89.5	484-	10.4-
	PLUMBING SUPPLIES 5610	3000		2411	589	100.0 80.3	589-	19.6-
14	PAINT AND PAINTING SPL 5650	100		139	39-	100.0 139.0	39	39.0
	OTHER REPAIR/MAINT. SP 5990	95		65	30	100.0 68.4	30-	31.5-
1856	REPAIR & MAINTENANCE	11868		10797	1071	100.0 90.9	1,070-	9.0-

2533	SUPPLIES AND EXPENSES	25466	225	22329	2912	100.0	87.6	3,136-	12.3-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021	2000		1440	560	100.0	72.0	560-	28.0-
33	OTHER PROFESSIONAL SER 6049	34000	39	25652	8309	100.0	75.4	8,347-	24.5-
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33	PROFESSIONAL SERVICE	36000	39	27092	8869	100.0	75.2	8,907-	24.7-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	TELEPHONE-EATON SCHOOL 6060 GRANT								
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	COMMUNICATIONS								
	TRANSPORTATION								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
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	TRANSPORTATION								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	BOILER MACHINERY 6260								
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	INSURANCE								
	UTILITIES								
29	GAS 6300	4000		2360	1640	100.0	59.0	1,639-	40.9-
	GAS-TRAIN DEPOT 6300 DEPOT								
	GAS-EATON SCHOOL 6300 GRANT								
4359	ELECTRICITY 6305	55000		45597	9403	100.0	82.9	9,402-	17.0-
	ELECTRICITY-EMP MED CL 6305 CLINIC								
	ELECTRICITY-TRAIN DEPO 6305 DEPOT								
	ELECTRICITY-EATON SCHO 6305 GRANT								
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4388	UTILITIES	59000		47957	11043	100.0	81.2	11,043-	18.7-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	57824	42,085	14695	1044	100.0	25.4	43,128-	74.5-
	ELECTRICAL R&M 6355	1500			1500	100.0		1,500-	100.0-
	PLUMBING EQUIPMENT R&M 6357	500			500	100.0		500-	100.0-
	HOUSEHOLD EQUIPMENT R& 6370	7030	30	688	6312	100.0	9.7	6,342-	90.2-
	FIXED EQUIPMENT R&M 6380	8825	30	8240	555	100.0	93.3	584-	6.6-
	MINOR EQUIPMENT R&M 6382								
	CLEANING AND PAINTING 6392	3900		1675	2225	100.0	42.9	2,224-	57.0-
	EXTERMINATION-DEPOT 6393								
	DISINFECT./EXTERMINATI 6394	800		1134	334-	100.0	141.7	334	41.7
	OTHER REPAIRS AND MAIN 6399	500			500	100.0		500-	100.0-
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	REPR/MAINT-OUTSIDE L	80879	42,145	26432	12302	100.0	32.6	54,446-	67.3-
	RENTALS								
	MOP-MAT-RAG RENT 6435			12100	3300	100.0	78.5	3,300-	21.4-
	OTHER RENT 6449	15400							
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	RENTALS	15400		12100	3300	100.0	78.5	3,300-	21.4-
	OTHER SERVICES & CHARGE								
	CUSTODIAL SERVICE 6870								

-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----	-----
-----	4421 OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----	-----
		191279	42,184	113581	35514	100.0	59.3	77,697-	40.6-
	LAND								
	LAND 7000	43000		43000		100.0	100.0		
-----	LAND	-----	-----	-----	-----	-----	-----	-----	-----
	43000			43000		100.0	100.0		
	BUILDING/BLD IMPROVEMEN								
76604	BUILDINGS	804518		756977	47541	100.0	94.0	47,541-	5.9-
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76604	BUILDING/BLD IMPROVE	804518		756977	47541	100.0	94.0	47,541-	5.9-
	IMPROVEMENT OTHER THAN								
	LANDSCAPING 7250								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
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76604	CAPITAL OUTLAY	847518		799977	47541	100.0	94.3	47,540-	5.6-
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83559	EXPENDITURES	1064263	42,409	935887	85967	100.0	87.9	128,375-	12.0-

001093 - GENERAL FD-INTERMODAL FAC O&M

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
REGULAR WAGES	4000							
OVERTIME	4300							
SALARIES								
EMPLOYEE BENEFITS								
STATE RETIREMENT	4600							
F.I.C.A. TAXES	4700							
HOSPITALIZATION INS.	4800							
UNEMPLOYMENT BENEFITS	4900							
WORKMAN'S COMPENSATION	4910							
EMPLOYEE BENEFITS								
PERSONAL SERVICES								
OFFICE SUPPLIES								
PAPER	5003							
PRINTED FORMS	5005							
OTHER EXPENDABLE OFF.S	5010			5	5-		4	
MINOR OFFICE EQUIP/FUR	5020	350		345	5	100.0	98.5	4- 1.1-
SUBSCRIPTIONS,MAGS,MAP	5050							
BOOKS	5070							
COMPUTER SUPPLIES	5080							
OFFICE SUPPLIES								
		350		350		100.0	100.0	
OPERATING SUPPLIES								
CLEANING/JANITORIAL SP	5100	1000		1223	223-	100.0	122.3	222 22.2
GAS AND OIL	5250							
LUBRICANTS	5255							
HORT./LANDSCAPING SPLY	5440	950		868	83	100.0	91.3	82- 8.6-
MINOR EQUIPMENT	5460							
OTHER OPERATING MATL/S	5590	491		489	2	100.0	99.5	1- .2-
OPERATING SUPPLIES								
		2441		2580	139-	100.0	105.6	139 5.6
REPAIR & MAINTENANCE SP								
BUILDING MATERIALS & S	5600	600		72	528	100.0	12.0	528- 88.0-
ELECTRICAL SUPPLIES	5605	4589		1677	2912	100.0	36.5	2,911- 63.4-
PLUMBING SUPPLIES	5610			72	72-			72
PAINT AND PAINTING SPL	5650							
MTR VEHICLE REP. PTS/S	5700							
AGRICLTRL REPAIR PTS/S	5755							
OTHER REPAIR/MAINT. SP	5990	770		282	488	100.0	36.6	488- 63.3-

48	REPAIR & MAINTENANCE	5959		2104	3855	100.0	35.3	3,855-	64.6-
48	SUPPLIES AND EXPENSES	8750		5034	3716	100.0	57.5	3,716-	42.4-
	PROFESSIONAL SERVICES								
	BUILDING SECURITY 6021								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	UTILITIES								
	GAS 6300								
3084	ELECTRICITY 6305	50000		39119	10881	100.0	78.2	10,881-	21.7-
3084	UTILITIES	50000		39119	10881	100.0	78.2	10,881-	21.7-
	REPR/MAINT-OUTSIDE LABO								
838	BUILDING R&M 6350	22225	19,173	3048	3	100.0	13.7	19,177-	86.2-
	ELECTRICAL R&M 6355								
	PLUMBING EQUIPMENT R&M 6357								
	OFFICE EQUIPMENT R&M 6365	135		135		100.0	100.0		
	MOTOR VEHICLE EQ. R&M 6384								
	DISINFECT./EXTERMINATI 6394	1200		1155	45	100.0	96.2	44-	3.6-
	SIGN PAINTING 6396								
325	OTHER REPAIRS AND MAIN 6399	2325	1,026	1312	13-	100.0	56.4	1,013-	43.5-
1163	REPR/MAINT-OUTSIDE L	25885	20,199	5650	35	100.0	21.8	20,235-	78.1-
	RENTALS								
23	UNIFORM RENT 6430	315		222	93	100.0	70.4	93-	29.5-
	OTHER RENT 6449								

-----	23	RENTALS	-----	315	-----	-----	222	-----	93	100.0	70.4	-----	93-	29.5-
		OTHER SERVICES & CHARGE												
		EXHIBITIONS & PROMOTIO 6500												
		DUES AND MEMBERSHIPS 6840												
		REGISTRATION FEE/TUITI 6845												
		CUSTODIAL SERVICE 6870												
		SERVICES NOT SPECIFIED 6999												
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		OTHER SERVICES & CHA												
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	4269	OTHER SERVICES & CHAR		76200	20,199		44991		11010	100.0	59.0		31,208-	40.9-
		MACHINERY AND EQUIPMENT												
		OFFICE FURN/EQUIP. 7325												
		DATA PROCESSING EQUIP. 7327												
		OTHER EQUIPMENT 7399		100000	100,000					100.0			100,000-	100.0-
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		MACHINERY AND EQUIPM		100000	100,000					100.0			100,000-	100.0-
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		CAPITAL OUTLAY		100000	100,000					100.0			100,000-	100.0-
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	4317	EXPENDITURES		184950	120,199		50025		14726	100.0	27.0		134,924-	72.9-

001094 - GENERAL FUND-METRPLTN PLANG.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
18355	REGULAR WAGES 4000	179921		165343	14578	100.0	91.8	14,577-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			89	89-			88
	DISASTER RECOVERY OVER 4310							
18355	SALARIES	179921		165431	14490	100.0	91.9	14,490-
EMPLOYEE BENEFITS								
2891	STATE RETIREMENT 4600	28200		26055	2145	100.0	92.3	2,144-
1336	F.I.C.A. TAXES 4700	13700		12035	1665	100.0	87.8	1,665-
2250	HOSPITALIZATION INS. 4800	30000		25752	4248	100.0	85.8	4,248-
	UNEMPLOYMENT BENEFITS 4900	5000			5000	100.0		5,000-
	WORKMAN'S COMPENSATION 4910	570			570	100.0		570-
6477	EMPLOYEE BENEFITS	77470		63843	13627	100.0	82.4	13,626-
24831	PERSONAL SERVICES	257391		229274	28117	100.0	89.0	28,116-
OFFICE SUPPLIES								
	PAPER 5003	1000		628	372	100.0	62.8	372-
	PRINTED FORMS 5005							
1410	OTHER EXPENDABLE OFF.S 5010	5000		3186	1814	100.0	63.7	1,814-
8	MINOR OFFICE EQUIP/FUR 5020	3100	2,144	869	87	100.0	28.0	2,231-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	900		375	525	100.0	41.6	524-
1418	OFFICE SUPPLIES	10000	2,144	5058	2798	100.0	50.5	4,942-
OPERATING SUPPLIES								
231	FOOD 5115	1500		737	763	100.0	49.1	763-
	GAS AND OIL 5250	1500		238	1262	100.0	15.8	1,262-
	MINOR EQUIPMENT 5460	1000			1000	100.0		1,000-
	MTR VEHICLE REP. PTS/S 5700	500			500	100.0		500-
231	OPERATING SUPPLIES	4500		975	3525	100.0	21.6	3,524-
1649	SUPPLIES AND EXPENSES	14500	2,144	6033	6323	100.0	41.6	8,466-
PROFESSIONAL SERVICES								
	ENGINEERING 6015							
	CONSULTANT SERV/SURVEY 6020	50400		50356	44	100.0	99.9	44-
	ABSTRACTING & RECORDIN 6023							
	LEGAL 6025							

-----	OTHER PROFESSIONAL SER 6049	5100		641	4459	100.0	12.5	4,459-	87.4-
-----	PROFESSIONAL SERVICE	55500		50997	4503	100.0	91.8	4,502-	8.1-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
-----	COMMUNICATIONS								
	TRANSPORTATION								
366-	TRAVEL EXPENSE 6110	12000	288	2059	9653	100.0	17.1	9,940-	82.8-
	FREIGHT 6120								
62	MESSENGER/EXPRESS SERV 6130	500		223	277	100.0	44.6	276-	55.2-

304-	TRANSPORTATION	12500	288	2283	9929	100.0	18.2	10,216-	81.7-
	ADVERTISING								
	ADVERTISING 6150	5000		147	4853	100.0	2.9	4,852-	97.0-

	ADVERTISING	5000		147	4853	100.0	2.9	4,852-	97.0-
	PRINTING AND BINDING								
	PRINTING 6200	1000			1000	100.0		1,000-	100.0-
	BLUELINES 6210								
	FILM PROCESSING 6240								

	PRINTING AND BINDING	1000			1000	100.0		1,000-	100.0-
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M 6365	4500		1274	3226	100.0	28.3	3,225-	71.6-

	REPR/MAINT-OUTSIDE L	4500		1274	3226	100.0	28.3	3,225-	71.6-
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO	3500		3281	219	100.0	93.7	219-	6.2-
	DUES AND MEMBERSHIPS 6840	1000		520	480	100.0	52.0	480-	48.0-
75	REGISTRATION FEE/TUITI 6845	5500		1948	3552	100.0	35.4	3,552-	64.5-
160	SERVICES NOT SPECIFIED 6999	1000		233	767	100.0	23.3	767-	76.7-

235	OTHER SERVICES & CHA	11000		5981	5019	100.0	54.3	5,019-	45.6-

69-	OTHER SERVICES & CHAR	89500	288	60682	28530	100.0	67.8	28,818-	32.1-

	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327	15956			15956	100.0		15,956-	100.0-
	OTHER EQUIPMENT 7399	8044	8,044			100.0		8,044-	100.0-

	MACHINERY AND EQUIPM	24000	8,044		15956	100.0		24,000-	100.0-
	VEHICLES								
	AUTOMOBILES 7400								

	VEHICLES								

	CAPITAL OUTLAY	24000	8,044		15956	100.0		24,000-	100.0-

26412	EXPENDITURES	385391	10,476	295989	78926	100.0	76.8	89,401-	23.1-

001095 - GENERAL FUND-G/G INS.OTH SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES 4000							
	OVERTIME 4300	2500		110	2390	100.0 4.4	2,389-	95.5-
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	SALARIES	2500		110	2390	100.0 4.4	2,389-	95.5-
EMPLOYEE BENEFITS								
	STATE RETIREMENT 4600	400			400	100.0	400-	100.0-
	F.I.C.A. TAXES 4700	191			191	100.0	191-	100.0-
	HOSPITALIZATION INS. 4800	120			120	100.0	120-	100.0-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910							
-----		-----	-----	-----	-----	-----	-----	-----
	EMPLOYEE BENEFITS	711			711	100.0	711-	100.0-
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	PERSONAL SERVICES	3211		110	3101	100.0 3.4	3,100-	96.5-
OFFICE SUPPLIES								
	PAPER 5003	1000		566	434	100.0 56.6	433-	43.3-
	PRINTED FORMS 5005							
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	OFFICE SUPPLIES	1000		566	434	100.0 56.6	433-	43.3-
OPERATING SUPPLIES								
	FOOD 5115							
	DIESEL FUEL 5257							
	WEARING APPAREL 5355							
	OTHER OPERATING MATL/S 5590	200		12	188	100.0 6.0	188-	94.0-
	UNALLOC. PETROLEUM PRO 5599							
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	OPERATING SUPPLIES	200		12	188	100.0 6.0	188-	94.0-
REPAIR & MAINTENANCE SP								
	OTHER REPAIR/MAINT. SP 5990							
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	REPAIR & MAINTENANCE							
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	SUPPLIES AND EXPENSES	1200		578	622	100.0 48.1	621-	51.7-
PROFESSIONAL SERVICES								
	AUDITING AND ACCOUNTIN 6010							
	TITLE OPINIONS 6016							
	APPRAISAL 6017							
	CONSULTANT SERV/SURVEY 6020							
	CONSULTANT-TWIN FORKS 6020 01							
	CONSULTANT-GORDONS CRK 6020 05							
96774	LEGAL 6025	500000		479694	20306	100.0 95.9	20,306-	4.0-

	CAFE PLAN-ADMIN.COSTS	6026	4500			4500	100.0		4,500-	100.0-
	MEDICAL	6027	37500		22140	15360	100.0	59.0	15,360-	40.9-
280	MEDICAL ANALYSIS-EMP C	6027 01	384000		338595	45405	100.0	88.1	45,404-	11.8-
	UNALLOC.WELLNESS/HOSP.	6028	200		100	100	100.0	50.0	100-	50.0-
	IN-SERVICE TRAINING	6029	1250			1250	100.0		1,250-	100.0-
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	EMER.SHELTER/MDA GRANT	6040								
	I.P.-HYBERPLASTIC/MDA	6041								
	COPS-SECURE SCHLS/OJP	6042								
123	NLC FINANCIAL INITIATI	6043	3000	1,438	123	1439	100.0	4.1	2,876-	95.8-
	CONTRIB FUNDED EVENTS		1500			1500	100.0		1,500-	100.0-
58817	OTHER PROFESSIONAL SER	6049	1526455		891693	634762	100.0	58.4	634,761-	41.5-
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155994	PROFESSIONAL SERVICE		2458405	1,438	1732345	724622	100.0	70.4	726,059-	29.5-
	COMMUNICATIONS									
9030	TELEPHONE AND TELEGRAP	6060	124900		106748	18152	100.0	85.4	18,151-	14.5-
	TELEPHONE RENT	6065								
	NETWORK	6068	1200			1200	100.0		1,200-	100.0-
1207	POSTAGE	6070	55000		50775	4225	100.0	92.3	4,224-	7.6-
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10236	COMMUNICATIONS		181100		157523	23577	100.0	86.9	23,577-	13.0-
	TRANSPORTATION									
914	TRAVEL EXPENSE	6110	9310		8863	447	100.0	95.1	446-	4.7-
	MESSENGER/EXPRESS SERV	6130								
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914	TRANSPORTATION		9310		8863	447	100.0	95.1	446-	4.7-
	ADVERTISING									
	UNALLOCATED ADVERTISIN	6155	22500		18016	4484	100.0	80.0	4,484-	19.9-
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	ADVERTISING		22500		18016	4484	100.0	80.0	4,484-	19.9-
	PRINTING AND BINDING									
	PRINTING	6200	4000		2400	1600	100.0	60.0	1,600-	40.0-
	BINDING	6205								
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	PRINTING AND BINDING		4000		2400	1600	100.0	60.0	1,600-	40.0-
	INSURANCE									
	FIRE & EXTENDED COVERA	6250	235000		186264	48736	100.0	79.2	48,736-	20.7-
22726	PUBLIC LIAB/PROPERTY D	6255	500000		458326	41674	100.0	91.6	41,674-	8.3-
	BOILER MACHINERY	6260								
350	SURETY AND FORGERY BON	6270	5000		575	4425	100.0	11.5	4,425-	88.5-
	OTHER INSURANCE	6299	3810		3303	507	100.0	86.6	506-	13.2-
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23076	INSURANCE		743810		648468	95343	100.0	87.1	95,342-	12.8-
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
5198	OTHER REPAIRS AND MAIN	6399	56500	45,661	5198	5641	100.0	9.2	51,301-	90.7-
	OTHER REPAIRS AND MAIN	6399 FBC								
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5198	REPR/MAINT-OUTSIDE L		56500	45,661	5198	5641	100.0	9.2	51,301-	90.7-

	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA 6700	175000			175000	100.0		175,000-	100.0-
18	LATE PAYMENT CHARGE 6705	3000		317	2683	100.0	10.5	2,683-	89.4-
	COURT COSTS 6710								
	THEFT LOSS 6818								
5643	PROP.TAX COLL. FEES .0 6830	58221		63864	5643-	100.0	109.6	5,643	9.6
3218	PROP.TAX COLL. FEES.00 6831	86146		89364	3218-	100.0	103.7	3,218	3.7
133	BANK SERV/TRF FEE 6832	2358		2491	133-	100.0	105.6	133	5.6
	DUES AND MEMBERSHIPS 6840	24000		22229	1771	100.0	92.6	1,771-	7.3-
380	REGISTRATION FEE/TUITI 6845	6180		5159	1021	100.0	83.4	1,021-	16.5-
	PROPERTY TAXES 6995								
	LOBBYING 6998								
100	SERVICES NOT SPECIFIED 6999	7330		7329	1	100.0	99.9		
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9492	OTHER SERVICES & CHA	362235		190752	171483	100.0	52.6	171,483-	47.3-
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204910	OTHER SERVICES & CHAR	3837860	47,099	2763564	1027196	100.0	72.0	1,074,296-	27.9-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
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	VEHICLES								
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	CAPITAL OUTLAY								
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204910	EXPENDITURES	3842271	47,099	2764252	1030920	100.0	71.9	1,078,019-	28.0-

001096 - GENERAL FUND-FED PROG ADMIN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
16499	REGULAR WAGES 4000	179095		149386	29709	100.0	83.4	29,709-	16.5-
	DISASTER RECOVERY WAGE 4010								
	OVERTIME 4300								
	DISASTER RECOVERY OVER 4310								
16499	SALARIES	179095		149386	29709	100.0	83.4	29,709-	16.5-
EMPLOYEE BENEFITS									
2599	STATE RETIREMENT 4600	28356		23528	4828	100.0	82.9	4,827-	17.0-
1219	F.I.C.A. TAXES 4700	13771		10880	2891	100.0	79.0	2,890-	20.9-
1258	HOSPITALIZATION INS. 4800	21600		17912	3688	100.0	82.9	3,687-	17.0-
	UNEMPLOYMENT BENEFITS 4900								
	WORKMAN'S COMPENSATION 4910	3790			3790	100.0		3,790-	100.0-
5075	EMPLOYEE BENEFITS	67517		52321	15196	100.0	77.4	15,195-	22.5-
21575	PERSONAL SERVICES	246612		201707	44905	100.0	81.7	44,905-	18.2-
OFFICE SUPPLIES									
	PAPER 5003								
	PRINTED FORMS 5005								
	OTHER EXPENDABLE OFF.S 5010			29	29-			28	
	MINOR OFFICE EQUIP/FUR 5020	1787	1,639	15	133	100.0	.8	1,771-	99.1-
	MICROFILM SUPPLIES 5030								
	SUBSCRIPTIONS,MAGS,MAP 5050								
	BOOKS 5070								
	COMPUTER SUPPLIES 5080								
	OFFICE SUPPLIES	1787	1,639	44	104	100.0	2.4	1,742-	97.4-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
250	FOOD 5115	500		292	208	100.0	58.4	208-	41.6-
88	GAS AND OIL 5250	1300		713	587	100.0	54.8	587-	45.1-
	MINOR EQUIPMENT 5460								
	OTHER OPERATING MATL/S 5590	413		413		100.0	100.0		
	OTHER OPER.MATL-BROWNS 5591								
338	OPERATING SUPPLIES	2213		1418	795	100.0	64.0	794-	35.8-
REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S 5600								
273	MTR VEHICLE REP. PTS/S 5700	1000		273	727	100.0	27.3	726-	72.6-
	MINOR COMPUTER EQUIP. 5800								
	OTHER REPAIR/MAINT. SP 5990								

273	REPAIR & MAINTENANCE	1000		273	727	100.0	27.3	726-	72.6-
611	SUPPLIES AND EXPENSES	5000	1,639	1735	1626	100.0	34.7	3,264-	65.2-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV-BROWNS 6020								
	DATA PROCESSING 6035								
	MICROFILM PROCESSING 6037								
	OTHER PROFESSIONAL SER 6049	38500			38500	100.0		38,500-	100.0-
	PROFESSIONAL SERVICE	38500			38500	100.0		38,500-	100.0-
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP 6060	1000		597	403	100.0	59.7	402-	40.2-
	POSTAGE 6070								
50	COMMUNICATIONS	1000		597	403	100.0	59.7	402-	40.2-
401	TRANSPORTATION								
	TRAVEL EXPENSE 6110	2500		475	2025	100.0	19.0	2,024-	80.9-
	TRVL EXP-BROWNSFIELD P 6116								
	FREIGHT 6120								
	MESSENGER/EXPRESS SERV 6130								
401	TRANSPORTATION	2500		475	2025	100.0	19.0	2,024-	80.9-
750-	ADVERTISING 6150	1500		750	750	100.0	50.0	750-	50.0-
750-	ADVERTISING	1500		750	750	100.0	50.0	750-	50.0-
	PRINTING AND BINDING								
	PRINTING 6200								
	BINDING 6205								
	PRINTING AND BINDING								
	INSURANCE								
	SURETY AND FORGERY BON 6270								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
	OFFICE EQUIPMENT R&M 6365								
120	MOTOR VEHICLE EQ. R&M 6384	500		230	270	100.0	46.0	269-	53.8-
	OTHER REPAIRS AND MAIN 6399								
120	REPR/MAINT-OUTSIDE L	500		230	270	100.0	46.0	269-	53.8-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410								
	OTHER RENT 6449								
	RENTALS								
	OTHER SERVICES & CHARGE								
	EXHIBITIONS & PROMOTIO			126-	126			126	
	DUES AND MEMBERSHIPS 6840	500		465	35	100.0	93.0	34-	6.8-
	REGISTRATION FEE/TUITI 6845	500		270	230	100.0	54.0	230-	46.0-

SERVICES NOT SPECIFIED 6999									
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	OTHER SERVICES & CHA	1000		609	391	100.0	60.9	390-	39.0-
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179-	OTHER SERVICES & CHAR	45000		2661	42339	100.0	5.9	42,338-	94.0-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
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	CAPITAL OUTLAY								
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22006	EXPENDITURES	296612	1,639	206103	88870	100.0	69.4	90,508-	30.5-

001100 - GENERAL FUND-POLICE/PUB.SFTY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
641309	REGULAR WAGES 4000	6862665		5819808	1042857	100.0 84.8	1,042,857-	15.1-
	DISASTER RECOVERY WAGE 4010							
81473	OVERTIME 4300	700000		860415	160415-	100.0 122.9	160,415	22.9
	DISASTER RECOVERY OVER 4310			2246	2246-		2,246	
722783	SALARIES	7562665		6682469	880196	100.0 88.3	880,196-	11.6-
EMPLOYEE BENEFITS								
111864	STATE RETIREMENT 4600	1191120		1038178	152942	100.0 87.1	152,942-	12.8-
53935	F.I.C.A. TAXES 4700	578550		496863	81687	100.0 85.8	81,686-	14.1-
60900	HOSPITALIZATION INS. 4800	1056000		873402	182598	100.0 82.7	182,598-	17.2-
	UNEMPLOYMENT BENEFITS 4900	16000		5867	10133	100.0 36.6	10,133-	63.3-
	WORKMAN'S COMPENSATION 4910	171500			171500	100.0	171,500-	100.0-
226698	EMPLOYEE BENEFITS	3013170		2414310	598860	100.0 80.1	598,860-	19.8-
949481	PERSONAL SERVICES	10575835		9096779	1479056	100.0 86.0	1,479,056-	13.9-
OFFICE SUPPLIES								
5	PAPER 5003	4043		3599	444	100.0 89.0	444-	10.9-
	PRINTED FORMS 5005							
420	OTHER EXPENDABLE OFF.S 5010	7020		6936	84	100.0 98.8	84-	1.1-
	EXPENDABLE OFF.SPL-LIF 5012	4800	328	1068	3404	100.0 22.2	3,732-	77.7-
	MINOR OFFICE EQUIP/FUR 5020	2000	75	1716	209	100.0 85.8	284-	14.2-
	MICROFILM SUPPLIES 5030							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	5300		5260	40	100.0 99.2	40-	.7-
	BOOKS 5070	800		390	410	100.0 48.7	410-	51.2-
956	COMPUTER SUPPLIES 5080	8050		8030	20	100.0 99.7	19-	.2-
	COMPUTR SUP-LLEBG '01 5081							
	COMPUTR SUP-COPS MORE' 5082							
1381	OFFICE SUPPLIES	32013	403	26999	4611	100.0 84.3	5,014-	15.6-
OPERATING SUPPLIES								
7986	CLEANING/JANITORIAL SP 5100	15350		12873	2477	100.0 83.8	2,476-	16.1-
	HOUSEHOLD SUPPLIES 5110							
28	FOOD 5115	2600		1943	657	100.0 74.7	657-	25.2-
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
	FEED FOR ANIMALS 5150	4498		2008	2490	100.0 44.6	2,490-	55.3-
19407	GAS AND OIL 5250	301236		217647	83589	100.0 72.2	83,588-	27.7-
	LUBRICANTS 5255							
96	DIESEL FUEL 5257	6000		1143	4857	100.0 19.0	4,856-	80.9-
	OTHER FUEL 5260							

3418	UNIFORMS, BADGES, ETC.	5350	85332	13,435	53532	18365	100.0	62.7	31,800-	37.2-
2671	WEARING APPAREL	5355	54628	150	33864	20614	100.0	61.9	20,764-	38.0-
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
1983	MINOR EQUIPMENT	5460	31763		31570	193	100.0	99.3	193-	.6-
	MINOR EQUIP-LLEBG '03	5461								
	MINOR EQUIP-BYRNE GRAN	5463								
	MINOR EQ-LLEBG/BYRNE'0	5464								
1617	OTHER OPERATING MATL/S	5590	14696	4,584	9113	999	100.0	62.0	5,583-	37.9-
	OTHER OPER.MATL-METH.G	5591								
	OTHER OPER.MATLS-PRO S	5592								
	OTHER OPER.-ALCOHOL CN	5593								
	OTHER OPER-VICTIM ADVO	5594	336		322	14	100.0	95.8	14-	4.1-
	OTHER OPER-LAW ENF.LIA	5596								
37205	OPERATING SUPPLIES		516439	18,169	364015	134254	100.0	70.4	152,423-	29.5-
	REPAIR & MAINTENANCE SP									
5489	BUILDING MATERIALS & S	5600	2500		5615	3115-	100.0	224.6	3,114	124.5
	ELECTRICAL SUPPLIES	5605	2700		1072	1628	100.0	39.7	1,628-	60.2-
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
14421	MTR VEHICLE REP. PTS/S	5700	120015	551	86545	32920	100.0	72.1	33,469-	27.8-
	COMMUNICATION REPAIR P	5750	7000		528	6472	100.0	7.5	6,472-	92.4-
	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
557	OTHER REPAIR/MAINT. SP	5990	15115	194	7381	7540	100.0	48.8	7,733-	51.1-
	REPR SPLY-8/29/05 STOR	5995								
20467	REPAIR & MAINTENANCE		147330	745	101141	45445	100.0	68.6	46,189-	31.3-
59054	SUPPLIES AND EXPENSES		695782	19,317	492155	184309	100.0	70.7	203,627-	29.2-
	PROFESSIONAL SERVICES									
1375	LEGAL	6025								
	MEDICAL	6027	25100		7745	17355	100.0	30.8	17,355-	69.1-
	VETERINARIAN	6030	8000		1824	6176	100.0	22.8	6,176-	77.2-
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	METRO CRIME STOPPERS	6039								
	OTHER PROF.-ALCOHOL CN	6047								
	OTHER PROF.-VICTIM'S A	6048								
238	OTHER PROFESSIONAL SER	6049	30000	1,050	27626	1324	100.0	92.0	2,373-	7.9-
	POL.LATERAL TRNG FEE	6049 26								
1613	PROFESSIONAL SERVICE		63100	1,050	37195	24855	100.0	58.9	25,904-	41.0-
	COMMUNICATIONS									
2434	TELEPHONE AND TELEGRAP	6060	30000		30072	72-	100.0	100.2	72	.2
	TELEPHONE-GRANT	6060 GRANT								

178	TELEPHONE RENT	6065								
23	NETWORK WIRELESS	6069	32000		24207	7793	100.0	75.6	7,792-	24.3-
	POSTAGE	6070	100		71	29	100.0	71.0	29-	29.0-
	OTHER COMMUNICATION EX	6099								
2635	COMMUNICATIONS		62100		54350	7750	100.0	87.5	7,749-	12.4-
1116	TRANSPORTATION									
	TRAVEL EXPENSE	6110	21500		20875	625	100.0	97.0	624-	2.9-
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112								
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114								
	TRVL/TRNG-COP'S METH G	6116								
	TRVL EXP-LAW ENF LIAIS	6118								
	TRVL EXP-ALCOHOL GRANT	6119	874		351	523	100.0	40.1	522-	59.7-
577	FREIGHT	6120	1450	455	662	333	100.0	45.6	787-	54.2-
50	MESSENGER/EXPRESS SERV	6130	950	129	680	142	100.0	71.5	269-	28.3-
1743	TRANSPORTATION		24774	584	22567	1623	100.0	91.0	2,206-	8.9-
380	ADVERTISING									
	ADVERTISING	6150	16783		11588	5195	100.0	69.0	5,194-	30.9-
380	ADVERTISING		16783		11588	5195	100.0	69.0	5,194-	30.9-
	PRINTING AND BINDING									
	PRINTING	6200	2000		591	1409	100.0	29.5	1,408-	70.4-
	BINDING	6205								
	FILM PROCESSING	6240								
	PRINTING AND BINDING		2000		591	1409	100.0	29.5	1,408-	70.4-
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265	17800		17216	584	100.0	96.7	583-	3.2-
	SURETY AND FORGERY BON	6270	650		175	475	100.0	26.9	474-	72.9-
	OTHER INSURANCE	6299								
	INSURANCE		18450		17391	1059	100.0	94.2	1,058-	5.7-
	UTILITIES									
174	GAS	6300	5000		3021	1979	100.0	60.4	1,978-	39.5-
9078	ELECTRICITY	6305	94717		97997	3280-	100.0	103.4	3,279	3.4
9252	UTILITIES		99717		101018	1301-	100.0	101.3	1,301	1.3
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	40000		35107	4893	100.0	87.7	4,892-	12.2-
	OFF.EQ.R&M-COPS MORE	6366								
	HOUSEHOLD EQUIPMENT R&	6370								
661-	FIXED EQUIPMENT R&M	6380	20000		14357	5643	100.0	71.7	5,643-	28.2-

	8/29/05 STORM EQUIP	7302							
	EQUIP-METH GRANT	7303							
	EQUIP-DOMESTIC PREP	7312							
	EQUIP-HOMELAND SECURIT	7313	40000	39,998		2	100.0		40,000- 100.0-
	EQUIP-TERRORISM PREVEN	7314							
	EQUIP-TERRORISM '05	7316							
	EQ-DOMESTIC PREP'05	7318							
	EQUIP-PROJ SAFE NEIGHB	7319							
	HOUSEHOLD FURN/EQUIP.	7320							
	EQUIP-BYRNE '13	7323							
	EQUIP-BYRNE '14	7324	16599		9629	6969	100.0	58.0	6,970- 41.9-
	OFFICE FURN/EQUIP.	7325							
	COPS TECH GRANT EQUIP	7326							
9836	DATA PROCESSING EQUIP.	7327	44114	19,985	24129	1-	100.0	54.6	19,984- 45.3-
	FEMA-EMER.WARNING SIRE	7330							
	EQUIP-JUSTICE ASSIST G	7331							
	COMMUNICATION EQUIPMEN	7355							
	TRAFFIC CONTROL EQUIP.	7360							
	EQUIP-BYRNE '09	7375							
	OTHER EQUIP-STOP VIOL	7397							
	OTHER EQUIP-ALCOHOL GR	7398							
	OTHER EQUIPMENT	7399	284430	277,909	4020	2501	100.0	1.4	280,410- 98.5-
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9836	MACHINERY AND EQUIPM		385143	337,892	37779	9472	100.0	9.8	347,363- 90.1-
	VEHICLES								
	AUTOMOBILES	7400	443400		454379	10979-	100.0	102.4	10,978 2.4
	AUTOMOBILES-METH GRANT	7401							
	AUTOMOBILES-BYRNE GRAN	7402							
	MOTORCYCLES	7405							
	PICK UP TRUCKS	7420							
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	VEHICLES		443400		454379	10979-	100.0	102.4	10,978 2.4
	OTHER								
	ZOOLOGICAL ANIMALS	7505							
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	OTHER								
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9836	CAPITAL OUTLAY		840998	337,892	504612	1506-	100.0	60.0	336,386- 39.9-
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1052354	EXPENDITURES		12634158	374,388	10508974	1750795	100.0	83.1	2,125,184- 16.8-

001131 - GENERAL FUND-JOINT P&F TRNG.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
2663	REGULAR WAGES 4000	23080		23968	888-	100.0 103.8	887	3.8
	DISASTER RECOVERY WAGE 4010							
86	OVERTIME 4300	1000		852	148	100.0 85.2	148-	14.8-
	DISASTER RECOVERY OVER 4310							
2749	SALARIES	24080		24820	740-	100.0 103.0	739	3.0
EMPLOYEE BENEFITS								
433	STATE RETIREMENT 4600	3800		3909	109-	100.0 102.8	109	2.8
188	F.I.C.A. TAXES 4700	1845		1849	4-	100.0 100.2	4	.2
450	HOSPITALIZATION INS. 4800	6000		5838	162	100.0 97.3	162-	2.7-
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	85			85	100.0	85-	100.0-
1071	EMPLOYEE BENEFITS	11730		11596	134	100.0 98.8	134-	1.1-
3820	PERSONAL SERVICES	35810		36415	605-	100.0 101.6	605	1.6
OFFICE SUPPLIES								
	PAPER 5003	750		651	99	100.0 86.8	98-	13.0-
	PRINTED FORMS 5005	50		5	45	100.0 10.0	45-	90.0-
8	OTHER EXPENDABLE OFF.S 5010	4686	136	4308	242	100.0 91.9	378-	8.0-
	SPLY-RRT COORDINATOR 5013							
7720	MINOR OFFICE EQUIP/FUR 5020	8965		8968	3-	100.0 100.0	2	
	CASSETTES, TAPES 5035							
16	PHOTO SUPPLIES 5040	650		666	16-	100.0 102.4	16	2.4
	SUBSCRIPTIONS, MAGS, MAP 5050	500		228	272	100.0 45.6	272-	54.4-
	BOOKS-POLICE 5070	1775		1769	6	100.0 99.6	6-	.3-
1083	BOOKS-FIRE 5071	4000		3237	763	100.0 80.9	762-	19.0-
	COMPUTER SUPPLIES 5080	3200		3027	173	100.0 94.5	172-	5.3-
8827	OFFICE SUPPLIES	24576	136	22859	1581	100.0 93.0	1,717-	6.9-
OPERATING SUPPLIES								
4	CLEANING/JANITORIAL SP 5100	2800		2784	16	100.0 99.4	16-	.5-
9	HOUSEHOLD SUPPLIES 5110	700		561	139	100.0 80.1	138-	19.7-
7	FOOD 5115	2000		1902	98	100.0 95.1	98-	4.9-
	MEDICAL SUPPLIES 5120	600		598	2	100.0 99.6	2-	.3-
	GAS AND OIL 5250							
	WEARING APPAREL-POLICE 5355	1760	563	740	456	100.0 42.0	1,019-	57.8-
421	WEARING APPAREL-FIRE 5356	2968	542	2408	18	100.0 81.1	559-	18.8-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	600		552	48	100.0 92.0	48-	8.0-
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							

184	HORT./LANDSCAPING SPLY	5440	500		478	22	100.0	95.6	22-	4.4-
181	HAND TOOLS	5450	300		302	2-	100.0	100.6	2	.6
397	MINOR EQUIPMENT-POLICE	5460	19450	3,549	13069	2832	100.0	67.1	6,380-	32.8-
1	MINOR EQUIPMENT-FIRE	5462	11392		10239	1153	100.0	89.8	1,152-	10.1-
3406	MINOR EQUIP-REGIONAL R	5463	8000		7349	651	100.0	91.8	651-	8.1-
	SWIFT WATER RESCUE SUP	5465	10066		9840	226	100.0	97.7	226-	2.2-
4530	HAZ.MAT SUPPLIES	5466	8689		8632	57	100.0	99.3	57-	.6-
	P&F CLASSES-(FEE) SUPP	5469								
11832	OTHER OPER.MATL-POLICE	5590	13715	1,575	13994	1854-	100.0	102.0	279	2.0
	OTHER OPER.MATL-FIRE	5591	12311		8156	4155	100.0	66.2	4,154-	33.7-
20972	OPERATING SUPPLIES		95851	6,229	81605	8017	100.0	85.1	14,246-	14.8-
	REPAIR & MAINTENANCE SP									
12	BUILDING MATERIALS & S	5600	7370		4202	3168	100.0	57.0	3,167-	42.9-
	ELECTRICAL SUPPLIES	5605	1450		1409	41	100.0	97.1	41-	2.8-
	PLUMBING SUPPLIES	5610	1200		467	733	100.0	38.9	733-	61.0-
69	PAINT AND PAINTING SPL	5650	1500		105	1395	100.0	7.0	1,394-	92.9-
	MTR VEHICLE REP. PTS/S	5700	1200		959	241	100.0	79.9	241-	20.0-
	OTHER REPAIR/MAINT. SP	5990	5000		575	4425	100.0	11.5	4,425-	88.5-
81	REPAIR & MAINTENANCE		17720		7718	10002	100.0	43.5	10,001-	56.4-
29880	SUPPLIES AND EXPENSES		138147	6,365	112181	19601	100.0	81.2	25,966-	18.7-
	PROFESSIONAL SERVICES									
	MEDICAL	6027	100		25	75	100.0	25.0	74-	74.0-
	P&F CLASSES-(FEE) SERV	6045								
	OTHER PROFESSIONAL SER		29928		11832	18096	100.0	39.5	18,096-	60.4-
	PROFESSIONAL SERVICE		30028		11857	18171	100.0	39.4	18,170-	60.5-
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	750		540	210	100.0	72.0	210-	28.0-
	TELEPHONE-RRT COORDINA	6060 GRANT								
	POSTAGE	6070								
	COMMUNICATIONS		750		540	210	100.0	72.0	210-	28.0-
	TRANSPORTATION									
1567	TRVL EXP-POLICE	6110	6000	10	5916	73	100.0	98.6	84-	1.4-
807	TRVL EXP-FIRE	6111	8950	804	7096	1050	100.0	79.2	1,854-	20.7-
	TRVL EXP-RRT COORDINAT	6112								
	TRVL EXP-RESPONSE TEAM	6116								
160	FREIGHT	6120	450	100	443	93-	100.0	98.4	7-	1.5-
2534	TRANSPORTATION		15400	914	13456	1030	100.0	87.3	1,944-	12.6-
	ADVERTISING									
1054	ADVERTISING	6150	4700		4699	1	100.0	99.9		
1054	ADVERTISING		4700		4699	1	100.0	99.9		
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								

PRINTING AND BINDING
INSURANCE
BOILER MACHINERY 6260
SURETY AND FORGERY BON 6270
OTHER INSURANCE 6299

-----	INSURANCE	-----	-----	-----	-----	-----	-----	-----	-----
49	UTILITIES								
1383	GAS 6300	5000		2171	2829	100.0	43.4	2,829-	56.5-
	ELECTRICITY 6305	21000		17680	3320	100.0	84.1	3,320-	15.8-
	WATER 6315								
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1432	UTILITIES	26000		19851	6149	100.0	76.3	6,148-	23.6-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	5800		4730	1070	100.0	81.5	1,069-	18.4-
	OFFICE EQUIPMENT R&M 6365								
	MINOR EQUIPMENT R&M 6382	250		57	193	100.0	22.8	192-	76.8-
	MOTOR VEHICLE EQ. R&M 6384	1000			1000	100.0		1,000-	100.0-
	CLEANING AND PAINTING 6392	500			500	100.0		500-	100.0-
	DISINFECT./EXTERMINATI 6394	1300		1141	159	100.0	87.7	158-	12.1-
	OTHER REPAIRS AND MAIN 6399	1900		314	1586	100.0	16.5	1,585-	83.4-
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	REPR/MAINT-OUTSIDE L	10750		6242	4508	100.0	58.0	4,507-	41.9-
	RENTALS								
	OTHER RENT 6449	4800		3480	1320	100.0	72.5	1,320-	27.5-
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	RENTALS	4800		3480	1320	100.0	72.5	1,320-	27.5-
	OTHER SERVICES & CHARGE								
	PETTY CASH LOSS/STORM 6818								
	DUES AND MEMBERSHIPS 6840	920		55	865	100.0	5.9	864-	93.9-
840	REGISTRATN FEE-POLICE 6845	7000		5010	1990	100.0	71.5	1,990-	28.4-
1220	REGISTRATN FEE-FIRE 6846	14320	475	13610	235	100.0	95.0	709-	4.9-
	SERVICES NOT SPECIFIED 6999								
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2060	OTHER SERVICES & CHA	22240	475	18675	3090	100.0	83.9	3,564-	16.0-
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7080	OTHER SERVICES & CHAR	114668	1,389	78801	34477	100.0	68.7	35,866-	31.2-
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	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	PARKING LOT/DRIVEWAY 7227								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	EQUIP-RESPONSE TEAM'07 7311								
	EQUIP-RESPONSE TEAM'04 7314								
	EQUIP-CITY HOMELAND SE 7316								
	OFFICE FURN/EQUIP. 7325								
	COMMUNICATION EQUIPMEN 7355								

	TRAFFIC CONTROL EQUIP.	7360							
	OTHER EQUIP-HAZ.MAT	7398							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	BUSES	7410							
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	VEHICLES								
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	CAPITAL OUTLAY								
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40780	EXPENDITURES		288625	7,754	227398	53473	100.0 78.7	61,227-	21.2-

001160 - GENERAL FUND-FIRE DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
446856	REGULAR WAGES 4000	4709208		4177564	531644	100.0 88.7	531,644-	11.2-
	DISASTER RECOVERY WAGE 4010							
100369	OVERTIME 4300	450000		1045288	595288-	100.0 232.2	595,287	132.2
	DISASTER RECOVERY OVER 4310			1120	1120-		1,119	
547225	SALARIES	5159208		5223973	64765-	100.0 101.2	64,765	1.2
EMPLOYEE BENEFITS								
85249	STATE RETIREMENT 4600	812150		805119	7031	100.0 99.1	7,030-	.8-
39956	F.I.C.A. TAXES 4700	394480		374342	20138	100.0 94.8	20,137-	5.1-
46800	HOSPITALIZATION INS. 4800	735300		672300	63000	100.0 91.4	63,000-	8.5-
	UNEMPLOYMENT BENEFITS 4900	3000			3000	100.0	3,000-	100.0-
	WORKMAN'S COMPENSATION 4910	217620			217620	100.0	217,620-	100.0-
172005	EMPLOYEE BENEFITS	2162550		1851761	310789	100.0 85.6	310,789-	14.3-
719230	PERSONAL SERVICES	7321758		7075734	246024	100.0 96.6	246,024-	3.3-
OFFICE SUPPLIES								
	PAPER 5003	560		560		100.0 100.0		
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2594		2506	88	100.0 96.6	88-	3.3-
145	MINOR OFFICE EQUIP/FUR 5020	2264		2034	230	100.0 89.8	230-	10.1-
	CASSETTES, TAPES 5035							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS, MAGS, MAP 5050							
	BOOKS 5070	1340		1186	154	100.0 88.5	154-	11.4-
	COMPUTER SUPPLIES 5080	1000		1133	133-	100.0 113.3	132	13.2
145	OFFICE SUPPLIES	7758		7418	340	100.0 95.6	339-	4.3-
OPERATING SUPPLIES								
337	CLEANING/JANITORIAL SP 5100	12800		12777	23	100.0 99.8	22-	.1-
1-	HOUSEHOLD SUPPLIES 5110	800		337	463	100.0 42.1	462-	57.7-
	FOOD 5115	400		286	114	100.0 71.5	114-	28.5-
959	MEDICAL SUPPLIES 5120	5920		5859	61	100.0 98.9	60-	1.0-
	LABORATORY SUPPLIES 5125							
	CHEMICALS 5130							
1592	GAS AND OIL 5250	15000		11034	3966	100.0 73.5	3,966-	26.4-
207	LUBRICANTS 5255	3800		1058	2742	100.0 27.8	2,741-	72.1-
3320	DIESEL FUEL 5257	51600		42976	8624	100.0 83.2	8,624-	16.7-
	OTHER FUEL 5260							
	UNIFORMS, BADGES, ETC. 5350	53327		48646	4681	100.0 91.2	4,681-	8.7-
114	WEARING APPAREL 5355	14000		13219	781	100.0 94.4	780-	5.5-
	ASPHALT & ASPHALT PROD 5400							

	CONCRETE, CEMENT, ETC.	5405	450		434	16	100.0	96.4	15-	3.3-
	HORT./LANDSCAPING SPLY	5440	400			400	100.0		400-	100.0-
31	HAND TOOLS	5450	1480		1479	1	100.0	99.9		
123	MINOR EQUIPMENT	5460	6600		5917	683	100.0	89.6	682-	10.3-
	MINOR FIRE FIGHTING EQ	5462	10400		10223	177	100.0	98.2	177-	1.7-
	SWIFT WATER RESCUE SUP	5465								
	FIRE HOSE	5470	15700		14995	705	100.0	95.5	704-	4.4-
	RECREATIONAL SUPPLIES	5510								
	SFTY/FIRE P/MATL CONTR	5535	4000		3381	619	100.0	84.5	618-	15.4-
10	OTHER OPERATING MATL/S	5590	800		555	245	100.0	69.3	244-	30.5-
6691	OPERATING SUPPLIES		197477		173175	24302	100.0	87.6	24,301-	12.3-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	7000		6344	656	100.0	90.6	655-	9.3-
225	ELECTRICAL SUPPLIES	5605	1250		847	403	100.0	67.7	402-	32.1-
102	PLUMBING SUPPLIES	5610	2150		1300	850	100.0	60.4	850-	39.5-
972	PAINT AND PAINTING SPL	5650	4000		3470	530	100.0	86.7	529-	13.2-
1396	MTR VEHICLE REP. PTS/S	5700	47724		46218	1506	100.0	96.8	1,506-	3.1-
	COMMUNICATION REPAIR P	5750	1000		638	362	100.0	63.8	361-	36.1-
	AGRICLTRL REPAIR PTS/S	5755								
	SCBA REPAIR PTS/SPL	5756	16300		16265	35	100.0	99.7	35-	.2-
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990	500		436	64	100.0	87.2	64-	12.8-
	REPR SPLY-8/29/05 STOR	5995								
2696	REPAIR & MAINTENANCE		79924		75519	4405	100.0	94.4	4,404-	5.5-
9531	SUPPLIES AND EXPENSES		285159		256112	29047	100.0	89.8	29,046-	10.1-
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
336	MEDICAL	6027	22100		18855	3245	100.0	85.3	3,244-	14.6-
	ENTERTAINMENT	6033								
60	OTHER PROFESSIONAL SER	6049	12400	1,140	11230	30	100.0	90.5	1,170-	9.4-
396	PROFESSIONAL SERVICE		34500	1,140	30085	3275	100.0	87.2	4,414-	12.7-
	COMMUNICATIONS									
690	TELEPHONE AND TELEGRAP	6060	10500		15927	5427-	100.0	151.6	5,427	51.6
	NETWORK	6068								
	NETWORK WIRELESS-GRANT	6069								
	POSTAGE	6070								
690	COMMUNICATIONS		10500		15927	5427-	100.0	151.6	5,427	51.6
	TRANSPORTATION									
2333	TRAVEL EXPENSE	6110	6633		6438	195	100.0	97.0	195-	2.9-
64	FREIGHT	6120	900	100	710	90	100.0	78.8	189-	21.0-
	MESSENGER/EXPRESS SERV	6130								
2396	TRANSPORTATION		7533	100	7147	286	100.0	94.8	385-	5.1-
	ADVERTISING									
	ADVERTISING	6150	4400	2,000	2196	204	100.0	49.9	2,204-	50.0-

	ADVERTISING		4400	2,000	2196	204	100.0	49.9	2,204-	50.0-
	PRINTING AND BINDING									
	PRINTING	6200	2320		1496	824	100.0	64.4	823-	35.4-
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		2320		1496	824	100.0	64.4	823-	35.4-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270	125			125	100.0		125-	100.0-
	OTHER INSURANCE	6299								
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	INSURANCE		125			125	100.0		125-	100.0-
	UTILITIES									
350	GAS	6300	22975		11010	11965	100.0	47.9	11,965-	52.0-
5891	ELECTRICITY	6305	74000		62509	11491	100.0	84.4	11,490-	15.5-
30	WATER	6315	325		360	35-	100.0	110.7	35	10.7
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6270	UTILITIES		97300		73880	23420	100.0	75.9	23,419-	24.0-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	49300	9,938	36056	3306	100.0	73.1	13,243-	26.8-
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	200			200	100.0		200-	100.0-
	PLUMBING EQUIPMENT R&M	6357	1600		491	1109	100.0	30.6	1,109-	69.3-
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365	1870		1839	31	100.0	98.3	30-	1.6-
	HOUSEHOLD EQUIPMENT R&	6370	4000		2483	1517	100.0	62.0	1,517-	37.9-
570	FIXED EQUIPMENT R&M	6380	4025		3338	687	100.0	82.9	686-	17.0-
7	MINOR EQUIPMENT R&M	6382	1000		629	371	100.0	62.9	371-	37.1-
393	MOTOR VEHICLE EQ. R&M	6384	63245		49318	13927	100.0	77.9	13,927-	22.0-
	AGRICULTURAL EQ. R&M	6387	500		389	111	100.0	77.8	111-	22.2-
	SCBA EQUIP. R&M	6389	13350		13085	265	100.0	98.0	265-	1.9-
	COMMUNICATION EQ. R&M	6390	4000	108	2069	1823	100.0	51.7	1,931-	48.2-
	DISINFECT./EXTERMINATI	6394	2000		1768	232	100.0	88.4	232-	11.6-
	SIGN PAINTING	6396								
950	TOW IN CHARGES	6398	2150		2150		100.0	100.0		
	OTHER REPAIRS AND MAIN	6399	3850		3112	738	100.0	80.8	738-	19.1-
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1920	REPR/MAINT-OUTSIDE L		151090	10,046	116727	24316	100.0	77.2	34,362-	22.7-
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420	100			100-	100.0		100-	100.0-
	CYLINDER RENT	6425	3000		2933	67	100.0	97.7	67-	2.2-
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	1600		1440	160	100.0	90.0	160-	10.0-
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	RENTALS		4500		4373	127	100.0	97.1	127-	2.8-
	OTHER SERVICES & CHARGE									
48	DUES AND MEMBERSHIPS	6840	1000		862	138	100.0	86.2	138-	13.8-
450	REGISTRATION FEE/TUITI	6845	1800		1720	80	100.0	95.5	80-	4.4-

1043	LAUNDRY	6850	100		100-	100.0		100-	100.0-	
	SERVICES NOT SPECIFIED	6999	1650	1493	157	100.0	90.4	157-	9.5-	
1541	OTHER SERVICES & CHA		4350	4075	275	100.0	93.6	274-	6.2-	
13214	OTHER SERVICES & CHAR		316618	13,286	255906	47425	100.0	80.8	60,712-	19.1-
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317								
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
3241	AGRICULTURAL EQUIPMENT	7335	4000	3241	759	100.0	81.0	758-	18.9-	
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
3241	MACHINERY AND EQUIPM		4000	3241	759	100.0	81.0	758-	18.9-	
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	VEHICLES									
3241	CAPITAL OUTLAY		4000	3241	759	100.0	81.0	758-	18.9-	
745216	EXPENDITURES		7927535	13,286	7590993	323256	100.0	95.7	336,541-	4.2-

001180 - GENERAL FUND-LAND DEVEL.ADM.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
40826	REGULAR WAGES 4000	409046		376644	32402	100.0 92.0	32,402-	7.9-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300			967	967-		967	
	DISASTER RECOVERY OVER 4310			205	205-		205	
40826	SALARIES	409046		377816	31230	100.0 92.3	31,229-	7.6-
EMPLOYEE BENEFITS								
6430	STATE RETIREMENT 4600	64430		59505	4925	100.0 92.3	4,924-	7.6-
3080	F.I.C.A. TAXES 4700	31300		28392	2908	100.0 90.7	2,908-	9.2-
4955	HOSPITALIZATION INS. 4800	84000		68990	15010	100.0 82.1	15,009-	17.8-
	UNEMPLOYMENT BENEFITS 4900	6110		6110		100.0 100.0		
	WORKMAN'S COMPENSATION 4910	14660			14660	100.0	14,660-	100.0-
14465	EMPLOYEE BENEFITS	200500		162998	37502	100.0 81.2	37,501-	18.7-
55291	PERSONAL SERVICES	609546		540814	68732	100.0 88.7	68,732-	11.2-
OFFICE SUPPLIES								
29	PAPER 5003	2277		1646	631	100.0 72.2	630-	27.6-
	PRINTED FORMS 5005	500		494	6	100.0 98.8	5-	1.0-
720	OTHER EXPENDABLE OFF.S 5010	4491		4484	7	100.0 99.8	6-	.1-
5	MINOR OFFICE EQUIP/FUR 5020	2068		2062	6	100.0 99.7	6-	.2-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	1000			1000	100.0	1,000-	100.0-
	COMPUTER SUPPLIES 5080							
753	OFFICE SUPPLIES	10336		8686	1650	100.0 84.0	1,650-	15.9-
OPERATING SUPPLIES								
	FOOD 5115							
632	GAS AND OIL 5250	11740	40	7890	3810	100.0 67.2	3,850-	32.7-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	1727	993	411	323	100.0 23.7	1,315-	76.1-
	MINOR EQUIPMENT 5460	100		5	95	100.0 5.0	95-	95.0-
	OTHER OPERATING MATL/S 5590							
632	OPERATING SUPPLIES	13567	1,033	8305	4229	100.0 61.2	5,261-	38.7-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
1459	MTR VEHICLE REP. PTS/S 5700	3500		3045	455	100.0 87.0	454-	12.9-
	COMMUNICATION REPAIR P 5750	500		99	401	100.0 19.8	400-	80.0-

1459	REPAIR & MAINTENANCE	4000		3144	856	100.0	78.6	856-	21.4-
2845	SUPPLIES AND EXPENSES	27903	1,033	20136	6735	100.0	72.1	7,767-	27.8-
	PROFESSIONAL SERVICES								
	DEMOLITION	6013							
2566	ASBESTOS REMOVAL	6014	39000	32438	6562	100.0	83.1	6,561-	16.8-
700	TITLE OPINIONS	6016	29250	27760	1240	100.0	94.9	1,490-	5.0-
200	LOT CLEARING	6018	4500	3125	975	100.0	69.4	1,375-	30.5-
	MEDICAL	6027							
1073	OTHER PROFESSIONAL SER	6049	8700	6858	1842	100.0	78.8	1,842-	21.1-
4539	PROFESSIONAL SERVICE		81450	70181	10619	100.0	86.1	11,269-	13.8-
	COMMUNICATIONS								
556	TELEPHONE AND TELEGRAP	6060	7600	12169	4569-	100.0	160.1	4,569	60.1
	POSTAGE	6070							
556	COMMUNICATIONS		7600	12169	4569-	100.0	160.1	4,569	60.1
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	4635	2193	2442	100.0	47.3	2,441-	52.6-
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130	300	63	237	100.0	21.0	236-	78.6-
	TRANSPORTATION		4935	2256	2679	100.0	45.7	2,679-	54.2-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	FILM PROCESSING	6240							
	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE	6265							
	SURETY AND FORGERY BON	6270							
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	OFFICE EQUIPMENT R&M	6365	1100		1100	100.0		1,100-	100.0-
2764	MOTOR VEHICLE EQ. R&M	6384	6000	2764	3236	100.0	46.0	3,236-	53.9-
	COMMUNICATION EQ. R&M	6390	1000		1000	100.0		1,000-	100.0-
	CLEANING AND PAINTING	6392							
	SIGN PAINTING	6396							
	TOW IN CHARGES	6398	500	130	370	100.0	26.0	370-	74.0-
2764	REPR/MAINT-OUTSIDE L		8600	2894	5706	100.0	33.6	5,705-	66.3-
	RENTALS								
622	OTHER RENT	6449	5630	5160	470	100.0	91.6	470-	8.3-
622	RENTALS		5630	5160	470	100.0	91.6	470-	8.3-
	OTHER SERVICES & CHARGE								

2550	DUES AND MEMBERSHIPS 6840	2400		1760	640	100.0	73.3	639-	26.6-
	REGISTRATION FEE/TUITI 6845	6030	400	4484	1146	100.0	74.3	1,545-	25.6-
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2550	OTHER SERVICES & CHA	8430	400	6244	1786	100.0	74.0	2,186-	25.9-
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11031	OTHER SERVICES & CHAR	116645	1,050	98905	16690	100.0	84.7	17,739-	15.2-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325	2503		2503		100.0	100.0		
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM	2503		2503		100.0	100.0		
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
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	VEHICLES								
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	CAPITAL OUTLAY	2503		2503		100.0	100.0		
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69167	EXPENDITURES	756597	2,083	662357	92157	100.0	87.5	94,240-	12.4-

001190 - GENERAL FUND-P/S CONTRAC.SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	SALARIES							
15683	REGULAR WAGES 4000	125000		148582	23582-	100.0 118.8	23,581	18.8
-----	OVERTIME 4300	-----	-----	-----	-----	-----	-----	-----
15683	SALARIES	125000		148582	23582-	100.0 118.8	23,581	18.8
	EMPLOYEE BENEFITS							
2470	STATE RETIREMENT 4600	20000		23407	3407-	100.0 117.0	3,407	17.0
1166	F.I.C.A. TAXES 4700	10000		10999	999-	100.0 109.9	999	9.9
817	HOSPITALIZATION INS. 4800	11000		11710	710-	100.0 106.4	709	6.4
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4453	EMPLOYEE BENEFITS	41000		46116	5116-	100.0 112.4	5,116	12.4
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20136	PERSONAL SERVICES	166000		194697	28697-	100.0 117.2	28,697	17.2
	PROFESSIONAL SERVICES							
	MEDICAL 6027	200000		111272	88728	100.0 55.6	88,727-	44.3-
	OTHER PROF.-JAIL DIV G 6048							
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	PROFESSIONAL SERVICE	200000		111272	88728	100.0 55.6	88,727-	44.3-
	OTHER SERVICES & CHARGE							
109734	JAIL EXPENSE 6815	1166155		846994	319161	100.0 72.6	319,161-	27.3-
	DISTRICT ATT'Y SUBSIDY 6816							
	JAIL IMPR-CITY SHARE 6826							
	AMBULANCE SERV.CONTRIB 6860							
	EMERGENCY MGMT.CONTRIB 6865	101000		101000		100.0 100.0		
	USM CITIZEN CORPS COUN 6866							
	USM TITLE V CONTRACT 6867							
	JUVENILE ACCT.INCENTI 6868							
	METH GRANT CONTRACT 6869							
	SERVICES NOT SPECIFIED 6999							
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109734	OTHER SERVICES & CHA	1267155		947994	319161	100.0 74.8	319,161-	25.1-
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109734	OTHER SERVICES & CHAR	1467155		1059266	407889	100.0 72.1	407,888-	27.8-
	VEHICLES							
	AUTOMOBILES 7400							
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	VEHICLES							
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	CAPITAL OUTLAY							
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129870	EXPENDITURES	1633155		1253964	379191	100.0 76.7	379,191-	23.2-

001191 - GENERAL FUND-TRAFFIC MAINT.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
25340	REGULAR WAGES 4000	282446		243211	39235	100.0 86.1	39,234-	13.8-
	DISASTER RECOVERY WAGE 4010							
1283	OVERTIME 4300	12000		11129	871	100.0 92.7	871-	7.2-
	DISASTER RECOVERY OVER 4310			292	292-		291	
26622	SALARIES	294446		254633	39813	100.0 86.4	39,813-	13.5-
EMPLOYEE BENEFITS								
4193	STATE RETIREMENT 4600	46380		40105	6275	100.0 86.4	6,274-	13.5-
1998	F.I.C.A. TAXES 4700	22530		19229	3301	100.0 85.3	3,301-	14.6-
3600	HOSPITALIZATION INS. 4800	60000		47766	12234	100.0 79.6	12,234-	20.3-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	100.0	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	13650			13650	100.0	13,650-	100.0-
9791	EMPLOYEE BENEFITS	143560		107100	36460	100.0 74.6	36,460-	25.3-
36413	PERSONAL SERVICES	438006		361733	76273	100.0 82.5	76,273-	17.4-
OFFICE SUPPLIES								
	PAPER 5003	400			400	100.0	400-	100.0-
	PRINTED FORMS 5005							
147	OTHER EXPENDABLE OFF.S 5010	1200		1090	110	100.0 90.8	110-	9.1-
822	MINOR OFFICE EQUIP/FUR 5020	1000		840	160	100.0 84.0	160-	16.0-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	500			500	100.0	500-	100.0-
	COMPUTER SUPPLIES 5080	600		42	558	100.0 7.0	558-	93.0-
969	OFFICE SUPPLIES	3700		1971	1729	100.0 53.2	1,728-	46.7-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	200		39	161	100.0 19.5	160-	80.0-
	HOUSEHOLD SUPPLIES 5110	1500		1054	446	100.0 70.2	446-	29.7-
	FOOD 5115							
	MEDICAL SUPPLIES 5120	50			50	100.0	50-	100.0-
	CHEMICALS 5130	600			600	100.0	600-	100.0-
1041	GAS AND OIL 5250	15000		9413	5587	100.0 62.7	5,587-	37.2-
	LUBRICANTS 5255	100			100	100.0	100-	100.0-
98	DIESEL FUEL 5257	2000		814	1186	100.0 40.7	1,186-	59.3-
	WEARING APPAREL 5355	2100		2036	64	100.0 96.9	63-	3.0-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
3789	HAND TOOLS 5450	4220		4091	129	100.0 96.9	129-	3.0-

	MINOR EQUIPMENT	5460	13700	9423	4277	100.0	68.7	4,276-	31.2-
21601	TRAFFIC CONTROL EQ. SP	5540	55800	49139	6661	100.0	88.0	6,661-	11.9-
1545	TRAFFIC SIGNS	5545	15000	14445	555	100.0	96.3	554-	3.6-
	STREET MARKING SUPPLIE	5550	3000	2401	599	100.0	80.0	598-	19.9-
526	OTHER OPERATING MATL/S	5590	2100	2079	21	100.0	99.0	20-	.9-
28600	OPERATING SUPPLIES		115370	94934	20436	100.0	82.2	20,435-	17.7-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600	1543	399	1144	100.0	25.8	1,143-	74.0-
17	ELECTRICAL SUPPLIES	5605	1000	165	835	100.0	16.5	834-	83.4-
	STRUCTURAL STEEL & IRO	5620	957	957		100.0	100.0		
	PAINT AND PAINTING SPL	5650	8000	6402	1487	100.0	80.0	1,598-	19.9-
8458	MTR VEHICLE REP. PTS/S	5700	12000	11585	386	100.0	96.5	415-	3.4-
	COMMUNICATION REPAIR P	5750	500		500	100.0		500-	100.0-
	OTHER REPAIR/MAINT. SP	5990	500	428	72	100.0	85.6	71-	14.2-
8474	REPAIR & MAINTENANCE		24500	19935	4424	100.0	81.3	4,564-	18.6-
38043	SUPPLIES AND EXPENSES		143570	116841	26588	100.0	81.3	26,728-	18.6-
	PROFESSIONAL SERVICES								
	MEDICAL	6027							
	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP	6060	1000	597	403	100.0	59.7	402-	40.2-
	POSTAGE	6070							
50	COMMUNICATIONS		1000	597	403	100.0	59.7	402-	40.2-
	TRANSPORTATION								
324	TRAVEL EXPENSE	6110	1000	324	676	100.0	32.4	676-	67.6-
	FREIGHT	6120	350	184	166	100.0	52.5	166-	47.4-
	MESSENGER/EXPRESS SERV	6130							
324	TRANSPORTATION		1350	508	842	100.0	37.6	842-	62.3-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							
	SURETY AND FORGERY BON	6270							
	INSURANCE								
	UTILITIES								
15	GAS	6300	2000	736	1264	100.0	36.8	1,264-	63.2-
1880	ELECTRICITY	6305	16000	16457	457-	100.0	102.8	456	2.8
	TRAFFIC LIGHT ELECTRIC	6310							
1895	UTILITIES		18000	17193	807	100.0	95.5	806-	4.4-
	REPR/MAINT-OUTSIDE LABO								

	BUILDING R&M	6350							
	STREETS & STRUCTURES R	6360							
	OFFICE EQUIPMENT R&M	6365	500		500	100.0		500-	100.0-
	TRAFFIC CONTROL EQ. R&	6375	11000		11000	100.0		11,000-	100.0-
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382	150		150	100.0		150-	100.0-
	MOTOR VEHICLE EQ. R&M	6384	4150	3404	746	100.0	82.0	745-	17.9-
	COMMUNICATION EQ. R&M	6390	1000		1000	100.0		1,000-	100.0-
	DISINFECT./EXTERMINATI	6394	700	451	249	100.0	64.4	248-	35.4-
	SIGN PAINTING	6396							
	TOW IN CHARGES	6398	200		200	100.0		200-	100.0-
	OTHER REPAIRS AND MAIN	6399	1200	606	594	100.0	50.5	594-	49.5-
	REPR/MAINT-OUTSIDE L		18900	4460	14440	100.0	23.5	14,439-	76.3-
	RENTALS								
	MACHINERY RENT	6420							
	CYLINDER RENT	6425							
346	UNIFORM RENT	6430	1540	1509	31	100.0	97.9	30-	1.9-
	MOP-MAT-RAG RENT	6435	100		100-	100.0		100-	100.0-
26	OTHER RENT	6449	860	339	521	100.0	39.4	520-	60.4-
372	RENTALS		2300	1848	452	100.0	80.3	452-	19.6-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS	6840	1000	300	700	100.0	30.0	700-	70.0-
200	REGISTRATION FEE/TUITI	6845	1400	450	950	100.0	32.1	950-	67.8-
	LAUNDRY	6850							
2850	SERVICES NOT SPECIFIED	6999	6450	6136	314	100.0	95.1	314-	4.8-
3050	OTHER SERVICES & CHA		8850	6886	1964	100.0	77.8	1,964-	22.1-
5691	OTHER SERVICES & CHAR		50400	31492	18908	100.0	62.4	18,908-	37.5-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS								
	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP.	7320							
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	COMMUNICATION EQUIPMEN	7355							
	TRAFFIC CONTROL EQUIP.	7360							
	OTHER EQUIPMENT	7399	25000	7050	17950	100.0	28.2	17,950-	71.8-
	MACHINERY AND EQUIPM		25000	7050	17950	100.0	28.2	17,950-	71.8-
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	HEAVY TRUCKS	7430							
	SPECIAL TRUCKS	7450							
	VEHICLES								

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	CAPITAL OUTLAY	25000		7050	17950	100.0	28.2	17,950-	71.8-
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80147	EXPENDITURES	656976	141	517116	139719	100.0	78.7	139,860-	21.2-

001201 - GENERAL FUND-STREET DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
132531	REGULAR WAGES 4000	1183403		1157844	25559	100.0 97.8	25,559-	2.1-
	DISASTER RECOVERY WAGE 4010							
6637	OVERTIME 4300	24700		38268	13568-	100.0 154.9	13,568	54.9
	DISASTER RECOVERY OVER 4310			1166	1166-		1,166	
139167	SALARIES	1208103		1197277	10826	100.0 99.1	10,825-	.8-
EMPLOYEE BENEFITS								
21919	STATE RETIREMENT 4600	190326		188571	1755	100.0 99.0	1,754-	.9-
10490	F.I.C.A. TAXES 4700	92443		89599	2844	100.0 96.9	2,843-	3.0-
19800	HOSPITALIZATION INS. 4800	270000		252056	17944	100.0 93.3	17,943-	6.6-
	UNEMPLOYMENT BENEFITS 4900	5300		4758	542	100.0 89.7	542-	10.2-
	WORKMAN'S COMPENSATION 4910	72451			72451	100.0	72,451-	100.0-
52209	EMPLOYEE BENEFITS	630520		534984	95536	100.0 84.8	95,536-	15.1-
191377	PERSONAL SERVICES	1838623		1732261	106362	100.0 94.2	106,361-	5.7-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
259	OTHER EXPENDABLE OFF.S 5010	1000	49	551	400	100.0 55.1	449-	44.9-
3-	MINOR OFFICE EQUIP/FUR 5020	2200		2098	102	100.0 95.3	102-	4.6-
	SUBSCRIPTIONS, MAGS, MAP 5050							
256	OFFICE SUPPLIES	3200	49	2649	502	100.0 82.7	550-	17.1-
OPERATING SUPPLIES								
469	CLEANING/JANITORIAL SP 5100	3092		2871	221	100.0 92.8	220-	7.1-
621	HOUSEHOLD SUPPLIES 5110	2060		2004	56	100.0 97.2	56-	2.7-
	FOOD 5115							
	MEDICAL SUPPLIES 5120	1100			1100-	100.0	1,100-	100.0-
	CHEMICALS 5130	24400		24300	100	100.0 99.5	100-	.4-
1767	GAS AND OIL 5250	41500		42608	1108-	100.0 102.6	1,108	2.6
	LUBRICANTS 5255	100		2100	2000-	100.0 100.0	2,000	
6204	DIESEL FUEL 5257	51000		56481	5481-	100.0 110.7	5,481	10.7
131	WEARING APPAREL 5355	3200		2439	761	100.0 76.2	760-	23.7-
	ASPHALT & ASPHALT PROD 5400	25000		24552	448	100.0 98.2	448-	1.7-
2953	CONCRETE, CEMENT, ETC. 5405	116200	410	107087	9523	100.0 92.1	9,113-	7.8-
	BRICK, STONE, MORTAR, ETC 5410	23824		23799	25	100.0 99.8	24-	.1-
	SAND, CLAY, GRVL, FILL DI 5415	15400		15310	90	100.0 99.4	90-	.5-
	DRAINAGE PIPE & CULVER 5420	13100		13058	42	100.0 99.6	41-	.3-
130	HORT./LANDSCAPING SPLY 5440	3000		2659	341	100.0 88.6	340-	11.3-
	HAND TOOLS 5450	3000		2650	350	100.0 88.3	350-	11.6-
	MINOR EQUIPMENT 5460	23746		23745	1	100.0 99.9		

1151	STREET MARKING SUPPLIE	5550								
	OTHER OPERATING MATL/S	5590	19430		19201	229	100.0	98.8	228-	1.1-
13426	OPERATING SUPPLIES		366952	410	364862	2500	100.0	99.4	2,089-	.5-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	9706		9560	146	100.0	98.4	145-	1.4-
	ELECTRICAL SUPPLIES	5605	2400		2280	120	100.0	95.0	120-	5.0-
	PLUMBING SUPPLIES	5610	100		60	40	100.0	60.0	40-	40.0-
	STRUCTURAL STEEL & IRO	5620	1127		1127		100.0	100.0		
	PAINT AND PAINTING SPL	5650	396		209	187	100.0	52.7	187-	47.2-
6532	MTR VEHICLE REP. PTS/S	5700	101592	253	96708	4632	100.0	95.1	4,884-	4.8-
	COMMUNICATION REPAIR P	5750	349		350	1-	100.0	100.2	1	.2
	AGRICLTRL REPAIR PTS/S	5755	861		862	1-	100.0	100.1		
422	OTHER REPAIR/MAINT. SP	5990	6280	540	5690	50	100.0	90.6	589-	9.3-
6954	REPAIR & MAINTENANCE		122811	793	116845	5173	100.0	95.1	5,965-	4.8-
20636	SUPPLIES AND EXPENSES		492963	432	484357	8174	100.0	98.2	8,605-	1.7-
	PROFESSIONAL SERVICES									
	LOT CLEARING	6018								
	MEDICAL	6027								
255	OTHER PROFESSIONAL SER	6049	43550		38747	4803	100.0	88.9	4,803-	11.0-
255	PROFESSIONAL SERVICE		43550		38747	4803	100.0	88.9	4,803-	11.0-
	TRANSPORTATION									
1855	TRAVEL EXPENSE	6110	4706		4651	55	100.0	98.8	54-	1.1-
247	FREIGHT	6120	344		320	24	100.0	93.0	23-	6.6-
	MESSENGER/EXPRESS SERV	6130								
2102	TRANSPORTATION		5050		4971	79	100.0	98.4	78-	1.5-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								

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	CAPITAL OUTLAY	148831		148831		100.0	100.0		
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237569	EXPENDITURES	4045351	1,280,714	3842738	100321	100.0	94.9	202,612-	5.0-

001202 - GENERAL FUND-STREET LIGHTS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	UTILITIES							
92482	ELECTRICITY 6305	1170000		1132115	37885	100.0 96.7	37,885-	3.2-
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92482	UTILITIES	1170000		1132115	37885	100.0 96.7	37,885-	3.2-
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92482	OTHER SERVICES & CHAR	1170000		1132115	37885	100.0 96.7	37,885-	3.2-
	IMPROVEMENT OTHER THAN STREET LIGHTING 7235							
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	IMPROVEMENT OTHER TH							
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	CAPITAL OUTLAY							
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92482	EXPENDITURES	1170000		1132115	37885	100.0 96.7	37,885-	3.2-

001203 - GENERAL FUND-ENGR/PUBLIC SER

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
28028	REGULAR WAGES 4000	267115		259467	7648	100.0 97.1	7,647-	2.8-
	DISASTER RECOVERY WAGE 4010							
	OVERTIME 4300	21		204	183-	100.0 971.4	183	871.4
	DISASTER RECOVERY OVER 4310							
28028	SALARIES	267136		259671	7465	100.0 97.2	7,464-	2.7-
EMPLOYEE BENEFITS								
4414	STATE RETIREMENT 4600	42070		40898	1172	100.0 97.2	1,171-	2.7-
2141	F.I.C.A. TAXES 4700	20440		19665	775	100.0 96.2	774-	3.7-
2700	HOSPITALIZATION INS. 4800	41974		36078	5896	100.0 85.9	5,896-	14.0-
	UNEMPLOYMENT BENEFITS 4900	2851		1850	1001	100.0 64.8	1,000-	35.0-
	WORKMAN'S COMPENSATION 4910	8905			8905	100.0	8,905-	100.0-
9255	EMPLOYEE BENEFITS	116240		98491	17749	100.0 84.7	17,748-	15.2-
37283	PERSONAL SERVICES	383376		358162	25214	100.0 93.4	25,214-	6.5-
OFFICE SUPPLIES								
	PAPER 5003	450		462	12-	100.0 102.6	12	2.6
	PRINTED FORMS 5005	100			100-	100.0	100-	100.0-
44	OTHER EXPENDABLE OFF.S 5010	500		504	4-	100.0 100.8	4	.8
	MINOR OFFICE EQUIP/FUR 5020	1375		1372	3	100.0 99.7	3-	.2-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050	215		162	53	100.0 75.3	53-	24.6-
	MAPS FOR RESALE 5060							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	700		648	52	100.0 92.5	52-	7.4-
44	OFFICE SUPPLIES	3140		3148	8-	100.0 100.2	7	.2
OPERATING SUPPLIES								
	FOOD 5115							
	MEDICAL SUPPLIES 5120	300		248	52	100.0 82.6	51-	17.0-
140	GAS AND OIL 5250	2400		1635	765	100.0 68.1	764-	31.8-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	350		160	190	100.0 45.7	190-	54.2-
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460	800		755	45	100.0 94.3	45-	5.6-
	OTHER OPERATING MATL/S 5590	160		66	94	100.0 41.2	94-	58.7-
140	OPERATING SUPPLIES	4010		2864	1146	100.0 71.4	1,145-	28.5-
REPAIR & MAINTENANCE SP								
9	BUILDING MATERIALS & S 5600	815		812	3	100.0 99.6	2-	.2-
	ELECTRICAL SUPPLIES 5605	100		51	49	100.0 51.0	48-	48.0-

72	PAINT AND PAINTING SPL 5650								
	MTR VEHICLE REP. PTS/S 5700	1375		1328	47	100.0	96.5	46-	3.3-
	COMMUNICATION REPAIR P 5750	100		85	15	100.0	85.0	14-	14.0-
15	OTHER REPAIR/MAINT. SP 5990	60	45	30	15-	100.0	50.0	30-	50.0-
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96	REPAIR & MAINTENANCE	2450	45	2307	98	100.0	94.1	142-	5.7-
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280	SUPPLIES AND EXPENSES	9600	45	8319	1236	100.0	86.6	1,280-	13.3-

	PROFESSIONAL SERVICES								
2776	ENGINEERING 6015	207500		174149	33351	100.0	83.9	33,351-	16.0-
	CONSULTANT SERV/SURVEY 6020								
	ABSTRACTING & RECORDIN 6023								
374	OTHER PROFESSIONAL SER 6049	70000	200	69695	105	100.0	99.5	305-	.4-
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3150	PROFESSIONAL SERVICE	277500	200	243844	33456	100.0	87.8	33,656-	12.1-
	COMMUNICATIONS								
197	TELEPHONE AND TELEGRAP 6060	1200		1739	539-	100.0	144.9	538	44.8
40	POSTAGE 6070	960		658	302	100.0	68.5	302-	31.4-
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237	COMMUNICATIONS	2160		2397	237-	100.0	110.9	237	10.9
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	5200		1306	3894	100.0	25.1	3,894-	74.8-
	FREIGHT 6120	640		613	27	100.0	95.7	26-	4.0-
	MESSENGER/EXPRESS SERV 6130								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION	5840		1918	3922	100.0	32.8	3,922-	67.1-
	ADVERTISING								
	ADVERTISING 6150								
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200								
	BLUELINES 6210								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	SURETY AND FORGERY BON 6270								
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	INSURANCE								
	UTILITIES								
13	GAS 6300	1800		609	1191	100.0	33.8	1,190-	66.1-
538	ELECTRICITY 6305	6000		4824	1176	100.0	80.4	1,176-	19.6-
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551	UTILITIES	7800		5433	2367	100.0	69.6	2,366-	30.3-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	8115		2817	5298	100.0	34.7	5,297-	65.2-
	STREETS & STRUCTURES R 6360								
	OFFICE EQUIPMENT R&M 6365	1000		574	426	100.0	57.4	426-	42.6-
	MINOR EQUIPMENT R&M 6382								

	MOTOR VEHICLE EQ. R&M 6384	1000		320	680	100.0	32.0	679-	67.9-
	COMMUNICATION EQ. R&M 6390								
	DISINFECT./EXTERMINATI 6394	600		900	300-	100.0	150.0	300	50.0
	TOW IN CHARGES 6398								
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	REPR/MAINT-OUTSIDE L	10715		4611	6104	100.0	43.0	6,103-	56.9-
	RENTALS								
	OFFICE EQUIPMENT RENT 6410	4050		3999	51	100.0	98.7	50-	1.2-
	UNIFORM RENT 6430	400		223	177	100.0	55.7	176-	44.0-
	OTHER RENT 6449								
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	RENTALS	4450		4222	228	100.0	94.8	228-	5.1-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840	359		359		100.0	100.0		
	REGISTRATION FEE/TUITI 6845	1141		1044	97	100.0	91.4	97-	8.5-
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA	1500		1403	97	100.0	93.5	97-	6.4-
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3937	OTHER SERVICES & CHAR	309965	200	263828	45937	100.0	85.1	46,136-	14.8-
	LAND								
	EASEMENTS 7010								
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	LAND								
	MACHINERY AND EQUIPMENT								
	ENGINEERING 7305								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	COMMUNICATION EQUIPMEN 7355								
	EMERGENCY GENERATORS 7362								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420	26100		25674	426	100.0	98.3	426-	1.6-
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	VEHICLES	26100		25674	426	100.0	98.3	426-	1.6-
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	CAPITAL OUTLAY	26100		25674	426	100.0	98.3	426-	1.6-
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41501	EXPENDITURES	729041	245	655983	72813	100.0	89.9	73,057-	10.0-

001204 - GENERAL FUND-SHOP DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
34640	REGULAR WAGES 4000	332427		339601	7174-	100.0 102.1	7,174	2.1
	DISASTER RECOVERY WAGE 4010							
2952	OVERTIME 4300	15000		13596	1404	100.0 90.6	1,404-	9.3-
	DISASTER RECOVERY OVER 4310							
37592	SALARIES	347427		353197	5770-	100.0 101.6	5,770	1.6
EMPLOYEE BENEFITS								
5921	STATE RETIREMENT 4600	54725		55628	903-	100.0 101.6	903	1.6
2817	F.I.C.A. TAXES 4700	26580		26308	272	100.0 98.9	272-	1.0-
4950	HOSPITALIZATION INS. 4800	72000		68251	3749	100.0 94.7	3,748-	5.2-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	100.0	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	10025			10025	100.0	10,025-	100.0-
13688	EMPLOYEE BENEFITS	164330		150188	14142	100.0 91.3	14,141-	8.6-
51279	PERSONAL SERVICES	511757		503385	8372	100.0 98.3	8,371-	1.6-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	13500		13072	428	100.0 96.8	428-	3.1-
682	GAS AND OIL 5250	10099		6134	3965	100.0 60.7	3,964-	39.2-
	LUBRICANTS 5255							
95	DIESEL FUEL 5257	3700		646	3054	100.0 17.4	3,054-	82.5-
	WEARING APPAREL 5355							
660	HAND TOOLS 5450	800		660	140	100.0 82.5	140-	17.5-
	MINOR EQUIPMENT 5460	100			100	100.0	100-	100.0-
238	OTHER OPERATING MATL/S 5590	1200		1141	59	100.0 95.0	58-	4.8-
1674	OPERATING SUPPLIES	29399		21652	7747	100.0 73.6	7,747-	26.3-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	200			200	100.0	200-	100.0-
605	ELECTRICAL SUPPLIES 5605	800		605	195	100.0 75.6	195-	24.3-
30	PLUMBING SUPPLIES 5610	300		116	184	100.0 38.6	183-	61.0-

3055	OTHER SERVICES & CHAR	47000		34366	12634	100.0	73.1	12,634-	26.8-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	HOUSEHOLD FURN/EQUIP. 7320								
	PLANT EQUIPMENT 7340								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	SPECIAL TRUCKS 7450								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY								
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59750	EXPENDITURES	605656	160	575814	29681	100.0	95.0	29,842-	4.9-

PAINT AND PAINTING SPL 5650
COMMUNICATION REPAIR P 5750

275	REPAIR & MAINTENANCE	550	275	275	100.0	50.0	275-	50.0-
1587	SUPPLIES AND EXPENSES	9900	6955	2945	100.0	70.2	2,944-	29.7-
497	PROFESSIONAL SERVICES OTHER PROFESSIONAL SER 6049	5820	2307	3513	100.0	39.6	3,512-	60.3-
497	PROFESSIONAL SERVICE COMMUNICATIONS	5820	2307	3513	100.0	39.6	3,512-	60.3-
378	TELEPHONE AND TELEGRAP 6060 POSTAGE 6070	5000	5106	106-	100.0	102.1	106	2.1
378	COMMUNICATIONS TRANSPORTATION FREIGHT 6120 MESSENGER/EXPRESS SERV 6130	5000	5106	106-	100.0	102.1	106	2.1
60	TRANSPORTATION UTILITIES ELECTRICITY 6305	800	743	57	100.0	92.8	57-	7.1-
60	UTILITIES REPR/MAINT-OUTSIDE LABO	800	743	57	100.0	92.8	57-	7.1-
	OFFICE EQUIPMENT R&M 6365 HOUSEHOLD EQUIPMENT R& 6370 FIXED EQUIPMENT R&M 6380 MINOR EQUIPMENT R&M 6382 COMMUNICATION EQ. R&M 6390 DISINFECT./EXTERMINATI 6394	2330	2305	25	100.0	98.9	24-	1.0-
	REPR/MAINT-OUTSIDE L	2330	2305	25	100.0	98.9	24-	1.0-
510	RENTALS OFFICE EQUIPMENT RENT 6410 UNIFORM RENT 6430	650	510	140	100.0	78.4	140-	21.5-
99	MOP-MAT-RAG RENT 6435	1900	1314	586	100.0	69.1	586-	30.8-
609	RENTALS OTHER SERVICES & CHARGE REGISTRATION FEE/TUITI 6845 LAUNDRY 6850	2550	1824	726	100.0	71.5	726-	28.4-
1544	OTHER SERVICES & CHA OTHER SERVICES & CHAR	16500	12285	4215	100.0	74.4	4,214-	25.5-
	BUILDING/BLD IMPROVEMEN BUILDINGS BUILDING IMPROVEMENTS							

BUILDING/BLD IMPROVE
MACHINERY AND EQUIPMENT
HOUSEHOLD FURN/EQUIP. 7320
OFFICE FURN/EQUIP. 7325
DATA PROCESSING EQUIP. 7327
FUEL FAC.SOFTWARE/EQ 7328

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	MACHINERY AND EQUIPM							
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	CAPITAL OUTLAY							
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20261	EXPENDITURES	297108		235563	61545	100.0	79.2	61,544- 20.7-

001206 - GENERAL FUND-DRAINAGE DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
11891	REGULAR WAGES 4000	127633		103967	23666	100.0	81.4	23,666-	18.5-
	DISASTER RECOVERY WAGE 4010								
20	OVERTIME 4300	3000		725	2275	100.0	24.1	2,275-	75.8-
	DISASTER RECOVERY OVER 4310								
11912	SALARIES	130633		104692	25941	100.0	80.1	25,941-	19.8-
EMPLOYEE BENEFITS									
1876	STATE RETIREMENT 4600	20584		16489	4095	100.0	80.1	4,094-	19.8-
906	F.I.C.A. TAXES 4700	10747		7839	2908	100.0	72.9	2,907-	27.0-
1800	HOSPITALIZATION INS. 4800	30000		23052	6948	100.0	76.8	6,948-	23.1-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	100.0		1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	7344			7344	100.0		7,344-	100.0-
4582	EMPLOYEE BENEFITS	69675		47380	22295	100.0	68.0	22,295-	31.9-
16494	PERSONAL SERVICES	200308		152072	48236	100.0	75.9	48,235-	24.0-
OPERATING SUPPLIES									
	CHEMICALS 5130	3420		3420		100.0	100.0		
176	GAS AND OIL 5250	3000		2445	555	100.0	81.5	554-	18.4-
	LUBRICANTS 5255								
	DIESEL FUEL 5257	500		54	446	100.0	10.8	446-	89.2-
	WEARING APPAREL 5355	1200		1094	106	100.0	91.1	105-	8.7-
7168	CONCRETE, CEMENT, ETC. 5405	24003	5,125	18488	390	100.0	77.0	5,514-	22.9-
	BRICK,STONE,MORTAR,ETC 5410	7000		6925	75	100.0	98.9	74-	1.0-
	SAND,CLAY,GRVL,FILL DI 5415	5627		5627		100.0	100.0		
1631	DRAINAGE PIPE & CULVER 5420	24600		26211	1611-	100.0	106.5	1,611	6.5
	HORT./LANDSCAPING SPLY 5440								
	HAND TOOLS 5450	500		432	68	100.0	86.4	68-	13.6-
	MINOR EQUIPMENT 5460								
	OTHER OPERATING MATL/S 5590	1200	8	1113	80	100.0	92.7	86-	7.1-
	OTHER OPER.MATL-BROWNS 5591								
8975	OPERATING SUPPLIES	71050	5,133	65808	109	100.0	92.6	5,242-	7.3-
REPAIR & MAINTENANCE SP									
	STRUCTURAL STEEL & IRO 5620								
643	MTR VEHICLE REP. PTS/S 5700	700		683	17	100.0	97.5	17-	2.4-
	COMMUNICATION REPAIR P 5750								
643	REPAIR & MAINTENANCE	700		683	17	100.0	97.5	17-	2.4-
9618	SUPPLIES AND EXPENSES	71750	5,133	66491	126	100.0	92.6	5,259-	7.3-

	PROFESSIONAL SERVICES								
	CONSULTANT SERV-BROWNS 6020								
-----	OTHER PROFESSIONAL SER 6049	47800	-----	46113	1688	100.0	96.4	1,686-	3.5-
		-----		-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE	47800		46113	1688	100.0	96.4	1,686-	3.5-
	TRANSPORTATION								
	TRVL EXP-BROWNSFIELD P 6116								
-----	FREIGHT 6120	-----	-----	-----	-----	-----	-----	-----	-----
		-----		-----	-----	-----	-----	-----	-----
	TRANSPORTATION								
	ADVERTISING								
-----	ADVERTISING 6150	-----	-----	-----	-----	-----	-----	-----	-----
		-----		-----	-----	-----	-----	-----	-----
	ADVERTISING								
	INSURANCE								
-----	AUTOMOBILE INSURANCE 6265	-----	-----	-----	-----	-----	-----	-----	-----
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	INSURANCE								
	UTILITIES								
-----	ELECTRICITY 6305	-----	-----	-----	-----	-----	-----	-----	-----
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	UTILITIES								
	REPR/MAINT-OUTSIDE LABO								
35832	STREETS & STRUCTURES R 6360	195500		189938	5562	100.0	97.1	5,561-	2.8-
	MOTOR VEHICLE EQ. R&M 6384	700			700	100.0		700-	100.0-
	COMMUNICATION EQ. R&M 6390								
-----	TOW IN CHARGES 6398	200	-----	-----	200	100.0		200-	100.0-
		-----		-----	-----	-----	-----	-----	-----
35832	REPR/MAINT-OUTSIDE L	196400		189938	6462	100.0	96.7	6,461-	3.2-
	RENTALS								
	MACHINERY RENT 6420								
304	UNIFORM RENT 6430	800		304	496	100.0	38.0	496-	62.0-
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304	RENTALS	800		304	496	100.0	38.0	496-	62.0-
	OTHER SERVICES & CHARGE								
-----	SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----	-----
		-----		-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA								
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36136	OTHER SERVICES & CHAR	245000		236354	8646	100.0	96.4	8,645-	3.5-
		-----		-----	-----	-----	-----	-----	-----
	LAND								
	LAND 7000	22000		11000	11000	100.0	50.0	10,999-	49.9-
-----	EASEMENTS 7010	-----	-----	-----	-----	-----	-----	-----	-----
		-----		-----	-----	-----	-----	-----	-----
	LAND	22000		11000	11000	100.0	50.0	10,999-	49.9-
	IMPROVEMENT OTHER THAN								
734	DRAINS	2210		1468	742	100.0	66.4	742-	33.5-
	OTHER IMPROVEMENTS 7295								
-----	MISC. PROJECTS	-----	-----	-----	-----	-----	-----	-----	-----
		-----		-----	-----	-----	-----	-----	-----
734	IMPROVEMENT OTHER TH	2210		1468	742	100.0	66.4	742-	33.5-

	MACHINERY AND EQUIPMENT								
	DP EQUIP-BROWNSFIELD P	7324							
	CONSTRUCTION EQUIPMENT	7345							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
-----			-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
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734	CAPITAL OUTLAY	24210			12468	11742	100.0 51.4	11,742-	48.5-
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62982	EXPENDITURES	541268		5,133	467385	68750	100.0 86.3	73,882-	13.6-

001207 - GENERAL FUND-CONSTRUCTION

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
47586	REGULAR WAGES 4000	455944		448285	7659	100.0 98.3	7,658-	1.6-
	DISASTER RECOVERY WAGE 4010							
1041	OVERTIME 4300	8000		7062	938	100.0 88.2	938-	11.7-
	DISASTER RECOVERY OVER 4310							
48627	SALARIES	463944		455347	8597	100.0 98.1	8,596-	1.8-
EMPLOYEE BENEFITS								
7659	STATE RETIREMENT 4600	73076		71717	1359	100.0 98.1	1,359-	1.8-
3624	F.I.C.A. TAXES 4700	35500		33628	1872	100.0 94.7	1,872-	5.2-
5798	HOSPITALIZATION INS. 4800	102000		89137	12863	100.0 87.3	12,862-	12.6-
	UNEMPLOYMENT BENEFITS 4900	6000		235-	6235	100.0 3.9	5,764-	96.0-
	WORKMAN'S COMPENSATION 4910	43350			43350	100.0	43,350-	100.0-
17081	EMPLOYEE BENEFITS	259926		194247	65679	100.0 74.7	65,678-	25.2-
65708	PERSONAL SERVICES	723870		649594	74276	100.0 89.7	74,276-	10.2-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020	3400		2002	1398	100.0 58.8	1,398-	41.1-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	150			150	100.0	150-	100.0-
	OFFICE SUPPLIES	3550		2002	1548	100.0 56.3	1,548-	43.6-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	CHEMICALS 5130							
1775	GAS AND OIL 5250	22150		16987	5163	100.0 76.6	5,162-	23.3-
	LUBRICANTS 5255	400			400	100.0	400-	100.0-
9	DIESEL FUEL 5257	2200		1512	688	100.0 68.7	688-	31.2-
	WEARING APPAREL 5355	750		472	278	100.0 62.9	278-	37.0-
453	CONCRETE, CEMENT, ETC. 5405	1100		509	591	100.0 46.2	591-	53.7-
	SAND,CLAY,GRVL,FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
478	HAND TOOLS 5450	8400		7528	872	100.0 89.6	872-	10.3-
10899	MINOR EQUIPMENT 5460	18200		16547	1653	100.0 90.9	1,653-	9.0-
	TRAFFIC SIGNS 5545							
453	OTHER OPERATING MATL/S 5590	5400		5355	45	100.0 99.1	44-	.8-
14067	OPERATING SUPPLIES	58600		48909	9691	100.0 83.4	9,690-	16.5-

	REPAIR & MAINTENANCE SP									
1140	BUILDING MATERIALS & S	5600	8500	7782	718	100.0	91.5	718-	8.4-	
2213	ELECTRICAL SUPPLIES	5605	9500	6858	2642	100.0	72.1	2,642-	27.8-	
22	PLUMBING SUPPLIES	5610	3000	606	2394	100.0	20.2	2,394-	79.8-	
	STRUCTURAL STEEL & IRO	5620	750		750	100.0		750-	100.0-	
20	PAINT AND PAINTING SPL	5650	1200	592	608	100.0	49.3	608-	50.6-	
4952	MTR VEHICLE REP. PTS/S	5700	14000	393	13550	56	100.0	96.7	449-	3.2-
	GENERATOR REP. PTS/SPL	5705								
	COMMUNICATION REPAIR P	5750	1000	750	250	100.0	75.0	250-	25.0-	
	AGRICLTRL REPAIR PTS/S	5755	300		300	100.0		300-	100.0-	
	EXPENDABLE WELDING SPL	5770								
590	OTHER REPAIR/MAINT. SP	5990	3100	1605	1495	100.0	51.7	1,494-	48.1-	
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8937	REPAIR & MAINTENANCE		41350	393	31744	9213	100.0	76.7	9,606-	23.2-
	REPR PARTS/SUPPLIES									
	REPR/MAINT SPL-EATON S	5991 01								
22500	REPR/MAINT SPL-DOWNTOW	5991 02	83429	57596	25833	100.0	69.0	25,832-	30.9-	
	REPR SPLY-STORMS					100.0	69.0		30.9-	
	8/29/05 STORM SUPPLIES					100.0	69.0		30.9-	
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22500	REPR PARTS/SUPPLIES		83429	57596	25833	100.0	69.0	25,832-	30.9-	
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45504	SUPPLIES AND EXPENSES		186929	393	140250	46285	100.0	75.0	46,679-	24.9-
	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
	ENGINEERING	6015								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
151	TELEPHONE AND TELEGRAP	6060	2200	3751	1551-	100.0	170.5	1,551	70.5	
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151	COMMUNICATIONS		2200	3751	1551-	100.0	170.5	1,551	70.5	
	TRANSPORTATION									
560	TRAVEL EXPENSE	6110	1000	560	440	100.0	56.0	439-	43.9-	
	FREIGHT	6120								
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560	TRANSPORTATION		1000	560	440	100.0	56.0	439-	43.9-	
	ADVERTISING									
	ADVERTISING	6150	50		50-	100.0		50-	100.0-	
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	ADVERTISING		50		50-	100.0		50-	100.0-	
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
643	ELECTRICITY	6305	1500	3697	2197-	100.0	246.4	2,197	146.4	
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643	UTILITIES		1500	3697	2197-	100.0	246.4	2,197	146.4	
	REPR/MAINT-OUTSIDE LABO									

8/29/05 FACILITY REPRS									
8/29/05 STORM REPAIRS 6353									
8/29/05 INFRAST REPRS									
STREETS & STRUCTURES R 6360									
OFFICE EQUIPMENT R&M 6365									
MINOR EQUIPMENT R&M 6382									
GENERATOR R&M 6383									
		129000		25358	103642	100.0	19.6	103,641-	80.3-
MOTOR VEHICLE EQ. R&M 6384									
		4000	475	3272	253	100.0	81.8	727-	18.1-
AGRICULTURAL EQ. R&M 6387									
COMMUNICATION EQ. R&M 6390									
		1000		144	856	100.0	14.4	856-	85.6-
DOWNTOWN LIGHTS R&M 6391									
		5432		1432	4000	100.0	26.3	4,000-	73.6-
DISINFECT./EXTERMINATI 6394									
		200			200	100.0		200-	100.0-
REPRS/MAINT-EATON SCHL 6395									
TOW IN CHARGES 6398									
		200			200	100.0		200-	100.0-
OTHER REPAIRS AND MAIN 6399									
		800			800	100.0		800-	100.0-

	REPR/MAINT-OUTSIDE L	140632	475	30205	109952	100.0	21.4	110,426-	78.5-
RENTALS									
LAND RENT 6400									
MACHINERY RENT 6420									
CYLINDER RENT 6425									
		550		119	431	100.0	21.6	431-	78.3-
UNIFORM RENT 6430									
		3350		3006	344	100.0	89.7	344-	10.2-
OTHER RENT 6449									
		200			200	100.0		200-	100.0-

	RENTALS	4100		3125	975	100.0	76.2	975-	23.7-
OTHER SERVICES & CHARGE									
DUES AND MEMBERSHIPS 6840									
REGISTRATION FEE/TUITI 6845									
4	SERVICES NOT SPECIFIED 6999	50		4	46	100.0	8.0	46-	92.0-

4	OTHER SERVICES & CHA	50		4	46	100.0	8.0	46-	92.0-

1359	OTHER SERVICES & CHAR	149432	475	41342	107615	100.0	27.6	108,089-	72.3-

LAND									
EASEMENTS 7010									

LAND									
BUILDING/BLD IMPROVEMEN									
BUILDINGS									
BUILDING IMPROVEMENTS									

BUILDING/BLD IMPROVE									
IMPROVEMENT OTHER THAN									
DRAINS 7215									
OTHER IMPROVEMENTS									

IMPROVEMENT OTHER TH									
MACHINERY AND EQUIPMENT									
8/29/05 STORM EQUIP 7302									
OFFICE FURN/EQUIP. 7325									
DATA PROCESSING EQUIP. 7327									

	AGRICULTURAL EQUIPMENT	7335							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	PIPE	7370							
	OTHER EQUIPMENT	7399	25000		15118	9882	100.0	60.4	9,882-
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	MACHINERY AND EQUIPM		25000		15118	9882	100.0	60.4	9,882-
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
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	VEHICLES								
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	CAPITAL OUTLAY		25000		15118	9882	100.0	60.4	9,882-
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112571	EXPENDITURES		1085231	868	846304	238058	100.0	77.9	238,927-

001220 - GENERAL FUND-SANITATION DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
99807	REGULAR WAGES 4000	910002		876923	33080	100.0 96.3	33,079-	3.6-
	DISASTER RECOVERY WAGE 4010							
4672	OVERTIME 4300	21000		21819	819-	100.0 103.9	819	3.9
	DISASTER RECOVERY OVER 4310							
104479	SALARIES	931002		898741	32261	100.0 96.5	32,260-	3.4-
EMPLOYEE BENEFITS								
16455	STATE RETIREMENT 4600	146632		141552	5080	100.0 96.5	5,080-	3.4-
7890	F.I.C.A. TAXES 4700	71223		67609	3614	100.0 94.9	3,613-	5.0-
15300	HOSPITALIZATION INS. 4800	216000		200367	15633	100.0 92.7	15,632-	7.2-
	UNEMPLOYMENT BENEFITS 4900	5000		13-	5013	100.0 .2	4,986-	99.7-
	WORKMAN'S COMPENSATION 4910	90368			90368	100.0	90,368-	100.0-
39645	EMPLOYEE BENEFITS	529223		409515	119708	100.0 77.3	119,707-	22.6-
144124	PERSONAL SERVICES	1460225		1308256	151969	100.0 89.5	151,969-	10.4-
OFFICE SUPPLIES								
	OTHER EXPENDABLE OFF.S 5010	1200		1077	123	100.0 89.7	122-	10.1-
220	MINOR OFFICE EQUIP/FUR 5020	850		312	538	100.0 36.7	538-	63.2-
	BOOKS 5070							
220	OFFICE SUPPLIES	2050		1389	661	100.0 67.7	660-	32.1-
OPERATING SUPPLIES								
108	CLEANING/JANITORIAL SP 5100	2880		2830	50	100.0 98.2	50-	1.7-
	HOUSEHOLD SUPPLIES 5110			36-	36		36	
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	18600		18600		100.0 100.0		
646	GAS AND OIL 5250	21500		20840	660	100.0 96.9	659-	3.0-
	NATURAL GAS FUEL 5252							
	LUBRICANTS 5255	1196		696	500	100.0 58.1	500-	41.8-
9939	DIESEL FUEL 5257	98770		107126	8356-	100.0 108.4	8,356	8.4
	DIESEL FUEL-RECYCLING 5257 01							
	WEARING APPAREL 5355	700		656	44	100.0 93.7	43-	6.1-
	CONCRETE, CEMENT, ETC. 5405							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	1000		349	651	100.0 34.9	650-	65.0-
534	MINOR EQUIPMENT 5460	42900		42417	483	100.0 98.8	482-	1.1-
	OTHER OPERATING MATL/S 5590	5500		7212	1712-	100.0 131.1	1,712	31.1
2813	OTHER OPERATING SPLY-R 5590 01	2920		2813	107	100.0 96.3	107-	3.6-
14038	OPERATING SUPPLIES	195966		203503	7537-	100.0 103.8	7,537	3.8

	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600	200			200	100.0		200-	100.0-
	ELECTRICAL SUPPLIES 5605	100			100	100.0		100-	100.0-
	PLUMBING SUPPLIES 5610								
	STRUCTURAL STEEL & IRO 5620								
	PAINT AND PAINTING SPL 5650								
7975	MTR VEHICLE REP. PTS/S 5700	112626	1,139	111250	237	100.0	98.7	1,376-	1.2-
	COMMUNICATION REPAIR P 5750	200			200	100.0		200-	100.0-
	EXPENDABLE WELDING SPL 5770								
	MINOR COMPUTER EQUIP. 5800								
	OTHER REPAIR/MAINT. SP 5990								
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7975	REPAIR & MAINTENANCE	113126	1,139	111250	737	100.0	98.3	1,876-	1.6-
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22233	SUPPLIES AND EXPENSES	311142	1,139	316142	6139-	100.0	101.6	5,000	1.6
	PROFESSIONAL SERVICES								
	ENGINEERING 6015								
	CONSULTANT SERV/SURVEY 6020								
	OTHER PROFESSIONAL SER 6049	9530		8022	1508	100.0	84.1	1,508-	15.8-
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	PROFESSIONAL SERVICE	9530		8022	1508	100.0	84.1	1,508-	15.8-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	POSTAGE 6070								
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
870	FREIGHT 6120	1313		1241	72	100.0	94.5	72-	5.4-
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870	TRANSPORTATION	1313		1241	72	100.0	94.5	72-	5.4-
	ADVERTISING								
	ADVERTISING 6150	350			350-	100.0		350-	100.0-
4682	ADVERTISING-RECYCLING 6150 01	11250		10889	361	100.0	96.7	361-	3.2-
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4682	ADVERTISING	10900		10889	11	100.0	99.8	11-	.1-
	PRINTING AND BINDING								
	FILM PROCESSING 6240								
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
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	INSURANCE								
	UTILITIES								
	ELECTRICITY 6305	8000		6139	1861	100.0	76.7	1,860-	23.2-
553	WATER 6315								
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553	UTILITIES	8000		6139	1861	100.0	76.7	1,860-	23.2-
	REPR/MAINT-OUTSIDE LABO								

	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380	1000			1000	100.0		1,000-	100.0-
	MINOR EQUIPMENT R&M	6382	5000			5000	100.0		5,000-	100.0-
10553	MOTOR VEHICLE EQ. R&M	6384	113735	22,623	87108	4004	100.0	76.5	26,627-	23.4-
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	50		50		100.0	100.0		
	TOW IN CHARGES	6398	2000		600	1400	100.0	30.0	1,400-	70.0-
200	OTHER REPAIRS AND MAIN	6399	1800		317	1483	100.0	17.6	1,483-	82.3-
10753	REPR/MAINT-OUTSIDE L		123585	22,623	88075	12887	100.0	71.2	35,509-	28.7-
	RENTALS									
	LAND RENT	6400								
917	UNIFORM RENT	6430	11000		9184	1816	100.0	83.4	1,816-	16.5-
67	MOP-MAT-RAG RENT	6435	1000		882	118	100.0	88.2	118-	11.8-
984	RENTALS		12000		10066	1934	100.0	83.8	1,934-	16.1-
	OTHER SERVICES & CHARGE									
12005	TIPPING FEES	6880	729200		555764	173436	100.0	76.2	173,435-	23.7-
	TIPPING/DISPOSAL OTHER	6885	135000		132462	2538	100.0	98.1	2,538-	1.8-
97	RECYCLING FEES	6890	122500		1007	121493	100.0	.8	121,493-	99.1-
55	SERVICES NOT SPECIFIED	6999	50120		161	49959	100.0	.3	49,959-	99.6-
12157	OTHER SERVICES & CHA		1036820		689393	347427	100.0	66.4	347,427-	33.5-
29999	OTHER SERVICES & CHAR		1202148	22,623	813827	365698	100.0	67.6	388,321-	32.3-
	LAND									
	LEASEHOLDS	7020								
	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS									
	BUILDING IMPROVEMENTS									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PLANT EQUIPMENT	7340								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	OTHER EQUIPMENT-RECYCL	7399 01								
	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SANITATION TRUCKS	7460								

-----	VEHICLES	-----	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----	-----
196356		2973515	23,762	2438224	511528	100.0	81.9	535,291-	18.0-

001221 - GENERAL FUND-STREET CLEANING

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
6012	REGULAR WAGES 4000	52104		34829	17275	100.0 66.8	17,275-	33.1-
	DISASTER RECOVERY WAGE 4010							
3	OVERTIME 4300	2500		850	1650	100.0 34.0	1,650-	66.0-
	DISASTER RECOVERY OVER 4310							
6015	SALARIES	54604		35678	18926	100.0 65.3	18,925-	34.6-
EMPLOYEE BENEFITS								
947	STATE RETIREMENT 4600	8600		5619	2981	100.0 65.3	2,980-	34.6-
459	F.I.C.A. TAXES 4700	4180		2720	1460	100.0 65.0	1,459-	34.9-
900	HOSPITALIZATION INS. 4800	12000		12064	64-	100.0 100.5	63	.5
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	2193			2193	100.0	2,193-	100.0-
2307	EMPLOYEE BENEFITS	26973		20403	6570	100.0 75.6	6,569-	24.3-
8322	PERSONAL SERVICES	81577		56081	25496	100.0 68.7	25,496-	31.2-
OPERATING SUPPLIES								
	GAS AND OIL 5250							
	LUBRICANTS 5255	400			400-	100.0	400-	100.0-
614	DIESEL FUEL 5257	6950		6852	98	100.0 98.5	98-	1.4-
	WEARING APPAREL 5355							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
614	OPERATING SUPPLIES	6550		6852	302-	100.0 104.6	302	4.6
REPAIR & MAINTENANCE SP								
	PAINT AND PAINTING SPL 5650							
815	MTR VEHICLE REP. PTS/S 5700	12650		12608	42	100.0 99.6	41-	.3-
815	REPAIR & MAINTENANCE	12650		12608	42	100.0 99.6	41-	.3-
1429	SUPPLIES AND EXPENSES	19200		19461	261-	100.0 101.3	261	1.3
TRANSPORTATION								
47	FREIGHT 6120	200		122	78	100.0 61.0	77-	38.5-
47	TRANSPORTATION	200		122	78	100.0 61.0	77-	38.5-
ADVERTISING								
	ADVERTISING 6150							
ADVERTISING								

	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
250	MOTOR VEHICLE EQ. R&M 6384	3000		250	2750	100.0	8.3	2,750-	91.6-
	COMMUNICATION EQ. R&M 6390								
	TOW IN CHARGES 6398	500			500	100.0		500-	100.0-
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250	REPR/MAINT-OUTSIDE L	3500		250	3250	100.0	7.1	3,250-	92.8-
	RENTALS								
	UNIFORM RENT 6430	900			900	100.0		900-	100.0-
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	RENTALS	900			900	100.0		900-	100.0-
	OTHER SERVICES & CHARGE								
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA								
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297	OTHER SERVICES & CHAR	4600		372	4228	100.0	8.0	4,228-	91.9-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS								
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	BUILDING/BLD IMPROVE								
	VEHICLES								
	PICK UP TRUCKS 7420								
	HEAVY TRUCKS 7430								
	SPECIAL TRUCKS 7450								
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	VEHICLES								
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	CAPITAL OUTLAY								
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10048	EXPENDITURES	105377		75914	29463	100.0	72.0	29,462-	27.9-

001250 - GENERAL FUND-HEALTH DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
34925	REGULAR WAGES 4000	304506		302480	2026	100.0 99.3	2,025-	.6-
	DISASTER RECOVERY WAGE 4010							
1672	OVERTIME 4300	10000		7288	2712	100.0 72.8	2,712-	27.1-
	DISASTER RECOVERY OVER 4310							
<u>-----</u>								
36598	SALARIES	314506		309768	4738	100.0 98.4	4,738-	1.5-
<u>EMPLOYEE BENEFITS</u>								
5764	STATE RETIREMENT 4600	49540		48789	751	100.0 98.4	750-	1.5-
2785	F.I.C.A. TAXES 4700	24060		23579	481	100.0 98.0	481-	1.9-
5400	HOSPITALIZATION INS. 4800	72000		67456	4544	100.0 93.6	4,544-	6.3-
	UNEMPLOYMENT BENEFITS 4900	3500		216-	3716	100.0 6.1	3,284-	93.8-
	WORKMAN'S COMPENSATION 4910	14330			14330	100.0	14,330-	100.0-
<u>-----</u>								
13949	EMPLOYEE BENEFITS	163430		139608	23822	100.0 85.4	23,822-	14.5-
<u>-----</u>								
50546	PERSONAL SERVICES	477936		449376	28560	100.0 94.0	28,560-	5.9-
<u>OFFICE SUPPLIES</u>								
	OTHER EXPENDABLE OFF.S 5010							
<u>-----</u>								
<u>OFFICE SUPPLIES</u>								
<u>OPERATING SUPPLIES</u>								
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	115700		110773	4927	100.0 95.7	4,926-	4.2-
	CHEMICALS-MOSQUITO GRA 5135							
3127	GAS AND OIL 5250	18500		22659	4159-	100.0 122.4	4,159	22.4
	LUBRICANTS 5255							
724	DIESEL FUEL 5257	3300		3643	343-	100.0 110.3	343	10.3
	OTHER FUEL 5260							
	WEARING APPAREL 5355	700		300	400	100.0 42.8	400-	57.1-
	HAND TOOLS 5450	1000		741	259	100.0 74.1	258-	25.8-
	MINOR EQUIPMENT 5460	926		769	157	100.0 83.0	156-	16.8-
	HAZ.MAT SUP-DOMESTIC P 5466							
571	OTHER OPERATING MATL/S 5590	2074		2073	1	100.0 99.9		
<u>-----</u>								
4422	OPERATING SUPPLIES	142200		140959	1241	100.0 99.1	1,240-	.8-
<u>REPAIR & MAINTENANCE SP</u>								
	ELECTRICAL SUPPLIES 5605							
	PLUMBING SUPPLIES 5610							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	8190		8189	1	100.0 99.9	1-	
	COMMUNICATION REPAIR P 5750							
	AGRICLTRL REPAIR PTS/S 5755	610		600	10	100.0 98.3	10-	1.6-

	REPAIR & MAINTENANCE	8800		8789	11	100.0	99.8	11-	.1-
4422	SUPPLIES AND EXPENSES	151000		149748	1252	100.0	99.1	1,252-	.8-
	PROFESSIONAL SERVICES								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	TRVL EXP-MOSQUITO GRAN 6111								
	FREIGHT 6120								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING-GRANT RELATED 6202								
	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	MINOR EQUIPMENT R&M 6382	1600			1600	100.0		1,600-	100.0-
1261	MOTOR VEHICLE EQ. R&M 6384	2200		1953	247	100.0	88.7	246-	11.1-
	AGRICULTURAL EQ. R&M 6387	400			400	100.0		400-	100.0-
	COMMUNICATION EQ. R&M 6390	800			800	100.0		800-	100.0-
	TOW IN CHARGES 6398	200		70	130	100.0	35.0	130-	65.0-
1261	REPR/MAINT-OUTSIDE L	5200		2023	3177	100.0	38.9	3,176-	61.0-
	RENTALS								
248	UNIFORM RENT 6430	3077		2945	132	100.0	95.7	132-	4.2-
248	RENTALS	3077		2945	132	100.0	95.7	132-	4.2-
	OTHER SERVICES & CHARGE								
	REGISTRATION FEE/TUITI 6845	523		75	448	100.0	14.3	447-	85.4-
	SERVICES NOT SPECIFIED 6999	100			100-	100.0		100-	100.0-
	OTHER SERVICES & CHA	423		75	348	100.0	17.7	347-	82.0-
1509	OTHER SERVICES & CHAR	8700		5042	3658	100.0	57.9	3,657-	42.0-
	MACHINERY AND EQUIPMENT								
	AGRICULTURAL EQUIPMENT 7335								
	EQUIP-MOSQUITO GRANT 7377								
	OTHER EQUIPMENT 7399	55000		47010	7990	100.0	85.4	7,990-	14.5-

-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----	-----
		55000		47010	7990	100.0	85.4	7,990-	14.5-
	VEHICLES								
	PICK UP TRUCKS	7420							
	DUMP TRUCKS	7440							
	SPECIAL TRUCKS	7450							
-----		-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY	55000		47010	7990	100.0	85.4	7,990-	14.5-
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56477	EXPENDITURES	692636		651176	41460	100.0	94.0	41,459-	5.9-

001260 - GENERAL FUND-ANIMAL CONTROL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
9020	REGULAR WAGES 4000	101574		100552	1022	100.0 98.9	1,022-	1.0-
	DISASTER RECOVERY WAGE 4010							
162	OVERTIME 4300	2000		2135	135-	100.0 106.7	134	6.7
	DISASTER RECOVERY OVER 4310							
<u>-----</u>								
9182	SALARIES	103574		102687	887	100.0 99.1	886-	.8-
<u>EMPLOYEE BENEFITS</u>								
1446	STATE RETIREMENT 4600	16320		16173	147	100.0 99.0	146-	.8-
690	F.I.C.A. TAXES 4700	7930		7727	203	100.0 97.4	203-	2.5-
900	HOSPITALIZATION INS. 4800	24000		22002	1998	100.0 91.6	1,998-	8.3-
	UNEMPLOYMENT BENEFITS 4900	4180			4180	100.0	4,180-	100.0-
	WORKMAN'S COMPENSATION 4910	1378			1378	100.0	1,378-	100.0-
<u>-----</u>								
3036	EMPLOYEE BENEFITS	53808		45902	7906	100.0 85.3	7,905-	14.6-
<u>-----</u>								
12218	PERSONAL SERVICES	157382		148589	8793	100.0 94.4	8,793-	5.5-
<u>OFFICE SUPPLIES</u>								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	100		72	28	100.0 72.0	28-	28.0-
	MINOR OFFICE EQUIP/FUR 5020							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	100		67	33	100.0 67.0	32-	32.0-
<u>-----</u>								
	OFFICE SUPPLIES	200		139	61	100.0 69.5	60-	30.0-
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
570	GAS AND OIL 5250	13000		7045	5955	100.0 54.1	5,954-	45.8-
	LUBRICANTS 5255							
	WEARING APPAREL 5355	2000		1223	777	100.0 61.1	777-	38.8-
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460	1200		1102	98	100.0 91.8	98-	8.1-
	OTHER OPERATING MATL/S 5590	500		497	3	100.0 99.4	3-	.6-
<u>-----</u>								
570	OPERATING SUPPLIES	16700		9867	6833	100.0 59.0	6,832-	40.9-

	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
	PLUMBING SUPPLIES	5610							
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							
	MTR VEHICLE REP. PTS/S	5700	3500	533	2967	100.0	15.2	2,967-	84.7-
	COMMUNICATION REPAIR P	5750							
	OTHER REPAIR/MAINT. SP	5990							
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	REPAIR & MAINTENANCE		3500	533	2967	100.0	15.2	2,967-	84.7-
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570	SUPPLIES AND EXPENSES		20400	10539	9861	100.0	51.6	9,860-	48.3-
	PROFESSIONAL SERVICES								
	VETERINARIAN	6030	2000		2000	100.0		2,000-	100.0-
	OTHER PROFESSIONAL SER	6049							
-----			-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE		2000		2000	100.0		2,000-	100.0-
	COMMUNICATIONS								
33	TELEPHONE AND TELEGRAP	6060	500	353	147	100.0	70.6	147-	29.4-
	POSTAGE	6070							
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33	COMMUNICATIONS		500	353	147	100.0	70.6	147-	29.4-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	800		800	100.0		800-	100.0-
	FREIGHT	6120							
	MESSENGER/EXPRESS SERV	6130							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION		800		800	100.0		800-	100.0-
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200	200	200		100.0	100.0		
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	PRINTING AND BINDING		200	200		100.0	100.0		
	INSURANCE								
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	ELECTRICAL R&M	6355							
	PLUMBING EQUIPMENT R&M	6357							
	OFFICE EQUIPMENT R&M	6365							
	HOUSEHOLD EQUIPMENT R&	6370							
	FIXED EQUIPMENT R&M	6380							
	MINOR EQUIPMENT R&M	6382							
	MOTOR VEHICLE EQ. R&M	6384	1400	200	1200	100.0	14.2	1,199-	85.6-
	COMMUNICATION EQ. R&M	6390							

	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	100		100	100.0		100-	100.0-	
	OTHER REPAIRS AND MAIN	6399								
	REPR/MAINT-OUTSIDE L		1500		200	1300	100.0	13.3	1,299-	86.6-
	RENTALS									
	OTHER RENT	6449								
	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	125		125		100.0	100.0		
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	119758		117407	2351	100.0	98.0	2,351-	1.9-
	OTHER SERVICES & CHA		119883		117532	2351	100.0	98.0	2,351-	1.9-
33	OTHER SERVICES & CHAR		124883		118285	6598	100.0	94.7	6,597-	5.2-
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	44000		43847	153	100.0	99.6	153-	.3-
	VEHICLES		44000		43847	153	100.0	99.6	153-	.3-
	CAPITAL OUTLAY		44000		43847	153	100.0	99.6	153-	.3-
12821	EXPENDITURES		346665		321259	25406	100.0	92.6	25,405-	7.3-

001280 - GENERAL FUND-HUMAN/SOC.ASST

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE CONTRIBUTIONS	202000		191933	10067	100.0	95.0	10,067-	4.9-
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	OTHER SERVICES & CHA	202000		191933	10067	100.0	95.0	10,067-	4.9-
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	OTHER SERVICES & CHAR	202000		191933	10067	100.0	95.0	10,067-	4.9-
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	EXPENDITURES	202000		191933	10067	100.0	95.0	10,067-	4.9-

001402 - GENERAL FUND-ECONOMIC DEV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----	PROFESSIONAL SERVICES							
	OTHER PROFESSIONAL SER 6049							
-----	PROFESSIONAL SERVICE							
	TRANSPORTATION							
-----	TRAVEL-ALL AMER.CITY A 6110							
	TRANSPORTATION							
	REPR/MAINT-OUTSIDE LABO							
-----	BUILDING R&M 6350							
	REPR/MAINT-OUTSIDE L							
	OTHER SERVICES & CHARGE							
-----	CONTRIBUTIONS	230000		230000		100.0 100.0		
	OTHER SERVICES & CHA							
-----		230000		230000		100.0 100.0		
	OTHER SERVICES & CHAR							
-----		230000		230000		100.0 100.0		
	BUILDING/BLD IMPROVEMEN							
-----	BUILDING IMPROVEMENTS							
	BUILDING/BLD IMPROVE							
	VEHICLES							
-----	TROLLEYS 7415							
	VEHICLES							

	CAPITAL OUTLAY							

	EXPENDITURES	230000		230000		100.0 100.0		

001460 - GENERAL FUND-CAPITAL LEASES

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	NOTE PRINCIPAL							
	2005 STORM NOTE 8205							
1797	SAENGER SERIES 1999 NO 8220	108564		101067	7497	100.0 93.0	7,496-	6.9-
	MDB CAPITAL PROJECTS							
	W&S USA YEAST 2002"B"N 8224							
-----		-----	-----	-----	-----	-----	-----	-----
1797	NOTE PRINCIPAL	108564		101067	7497	100.0 93.0	7,496-	6.9-
	INTEREST ON NOTES							
	2005 STORM NOTE 8305							
378	SAENGER SERIES 1999 NO 8331	43000		35431	7569	100.0 82.3	7,568-	17.6-
	MDB CAPITAL PROJECT NO							
	W&S USA YEAST 2002"B"N 8334							
-----		-----	-----	-----	-----	-----	-----	-----
378	INTEREST ON NOTES	43000		35431	7569	100.0 82.3	7,568-	17.6-
	CAPITAL LEASE PAYMENTS							
	COMPUTER LEASE-INFO.SY 8510							
	COMPUTER LEASE-POLICE 8511							
	POLICE CARS LEASE 8512							
	EMER GENERATORS LEASE 8513	474000		473689	311	100.0 99.9	310-	
	2012 EQUIP LEASE 8514							
	BUILDING LEASE 8515							
39712	SANITATION TRUCKS LEAS 8520	483930		473097	10833	100.0 97.7	10,832-	2.2-
	SANITATION CANS LEASE 8521							
	SPECIAL TRUCKS LEASE 8523							
	DUMP TRUCK LEASE 8525							
	DOWNTOWN LIGHTING 8531							
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39712	CAPITAL LEASE PAYMEN	957930		946786	11144	100.0 98.8	11,144-	1.1-
	INTEREST ON CAPITAL LEA							
	COMPUTER LEASE-INFO SY 8610							
	COMPUTER LEASE-POLICE 8611							
	POLICE CARS LEASE 8612							
	EMER GENERATORS LEASE 8613	21000		20984	16	100.0 99.9	15-	
	2012 EQUIP LEASE 8614							
	BUILDING LEASE 8615							
1664	SANITATION TRUCKS LEAS 8620	23960		23421	539	100.0 97.7	538-	2.2-
	SANITATION CANS LEASE 8621							
	SPECIAL TRUCKS LEASE 8623							
	DUMP TRUCK LEASE 8625							
	DOWNTOWN LIGHTING 8631							
-----		-----	-----	-----	-----	-----	-----	-----
1664	INTEREST ON CAPITAL	44960		44406	554	100.0 98.7	554-	1.2-
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43552	DEBT SERVICE	1154454		1127690	26764	100.0 97.6	26,763-	2.3-

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43552	EXPENDITURES	1154454		1127690	26764	100.0	97.6	26,763-	2.3-

001500 - GENERAL FUND-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
TRANSFERS TO OTHER FUND							
T/T PARKS & RECREATION	9000 02	2270000		2270000		100.0 100.0	
T/T MUN,FIRE PROTECTIO	9000 05						
T/T SPECIAL STREET	9000 08						
T/T 1994 GO-IND. DEVEL	9000 103						
T/T GOVNMT. COMPLEX BL	9000 104						
T/T UDAG PAYBACK	9000 108						
T/T GROUP INSURANCE TR	9000 109						
T/T CITY B & I	9000 13						
T/T POL/FIRE DIS./RELI	9000 18						
T/T 2003 TIF B&I-CHAUV	9000 22						
T/T AIRPORT IMPROVEMEN	9000 39						
T/T MASS TRANSIT OPER.	9000 73	230000		230000		100.0 100.0	
T/T W & S CONSTRUCTION	9000 75						
T/T COMMUNITY CENTERS	9000 77	990000		990000		100.0 100.0	
T/T COMMUNITY DEVELOPM	9000 82						
T/T '01 BOND CONSTR	9000 95						
T/T MDB CAPITAL PROJ.F	9000 96						
T/T KPZ CAPITAL	9000 98						
-----		-----	-----	-----	-----	-----	-----
TRANSFERS TO OTHER F		3490000		3490000		100.0 100.0	
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TRANSFERS		3490000		3490000		100.0 100.0	
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EXPENDITURES		3490000		3490000		100.0 100.0	

001551 - GENERAL FUND-AIRPORT DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
5760	REGULAR WAGES 4000	49920		47792	2128	100.0 95.7	2,127-	4.2-
	DISASTER RECOVERY WAGE 4010							
14	OVERTIME 4300	1000		156	844	100.0 15.6	844-	84.4-
	DISASTER RECOVERY OVER 4310							
<u>-----</u>								
5774	SALARIES	50920		47948	2972	100.0 94.1	2,971-	5.8-
<u>EMPLOYEE BENEFITS</u>								
909	STATE RETIREMENT 4600	8020		7552	468	100.0 94.1	468-	5.8-
438	F.I.C.A. TAXES 4700	3900		3627	273	100.0 93.0	272-	6.9-
900	HOSPITALIZATION INS. 4800	12000		11288	712	100.0 94.0	711-	5.9-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	100.0	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	3015			3015	100.0	3,015-	100.0-
<u>-----</u>								
2247	EMPLOYEE BENEFITS	28435		22467	5968	100.0 79.0	5,967-	20.9-
<u>-----</u>								
8021	PERSONAL SERVICES	79355		70415	8940	100.0 88.7	8,940-	11.2-
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100	50			50	100.0	50-	100.0-
	CHEMICALS 5130	700			700	100.0	700-	100.0-
666	GAS AND OIL 5250	5950		6462	512-	100.0 108.6	512	8.6
	LUBRICANTS 5255	200			200	100.0	200-	100.0-
	DIESEL FUEL 5257	50			50	100.0	50-	100.0-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	SAND, CLAY, GRVL, FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	HAND TOOLS 5450	300		133	167	100.0 44.3	166-	55.3-
	MINOR EQUIPMENT 5460	13900		13264	636	100.0 95.4	636-	4.5-
	OTHER OPERATING MATL/S 5590	4400		4340	60	100.0 98.6	59-	1.3-
<u>-----</u>								
666	OPERATING SUPPLIES	25550		24199	1351	100.0 94.7	1,350-	5.2-
<u>REPAIR & MAINTENANCE SP</u>								
	BUILDING MATERIALS & S 5600	1000		650	350	100.0 65.0	349-	34.9-
	ELECTRICAL SUPPLIES 5605	7450		7418	32	100.0 99.5	31-	.4-
	PLUMBING SUPPLIES 5610	700		324	376	100.0 46.2	376-	53.7-
	STRUCTURAL STEEL & IRO 5620							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	50			50	100.0	50-	100.0-
	COMMUNICATION REPAIR P 5750							
	AGRICLTRL REPAIR PTS/S 5755	1950			1950-	100.0	1,950-	100.0-
	EXPENDABLE WELDING SPL 5770	700			700	100.0	700-	100.0-
58	OTHER REPAIR/MAINT. SP 5990	4500		4406	94	100.0 97.9	93-	2.0-

58	REPAIR & MAINTENANCE	12450	12798	348-	100.0	102.7	348	2.7
724	SUPPLIES AND EXPENSES	38000	36997	1003	100.0	97.3	1,002-	2.6-
	PROFESSIONAL SERVICES							
	APPRAISAL 6017							
	OTHER PROFESSIONAL SER 6049							
	PROFESSIONAL SERVICE							
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110		445-	445			445	
	TRANSPORTATION		445-	445			445	
	ADVERTISING							
	ADVERTISING 6150							
	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200							
	PRINTING AND BINDING							
	INSURANCE							
	FIRE & EXTENDED COVERA 6250							
	PUBLIC LIAB/PROPERTY D 6255							
	BOILER MACHINERY 6260							
	AUTOMOBILE INSURANCE 6265							
	INSURANCE							
37	UTILITIES							
	GAS 6300	1200	574	626	100.0	47.8	626-	52.1-
45	ELECTRICITY 6305	14000	16015	2015-	100.0	114.3	2,015	14.3
	WATER 6315							
82	UTILITIES	15200	16589	1389-	100.0	109.1	1,388	9.1
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M 6350	1000		1000	100.0		1,000-	100.0-
	STREETS & STRUCTURES R 6360							
	FIXED EQUIPMENT R&M 6380	2000		2000	100.0		2,000-	100.0-
	MINOR EQUIPMENT R&M 6382	500	1	499	100.0	.2	498-	99.6-
	GENERATOR R&M 6383							
	MOTOR VEHICLE EQ. R&M 6384	2000	1443	557	100.0	72.1	556-	27.8-
	CONSTRUCTION EQUIP R&M 6386							
	AGRICULTURAL EQ. R&M 6387	1000		1000	100.0		1,000-	100.0-
	COMMUNICATION EQ. R&M 6390							
	DISINFECT./EXTERMINATI 6394	800	675	125	100.0	84.3	124-	15.5-
	OTHER REPAIRS AND MAIN 6399	58550	49272	9278	100.0	84.1	9,278-	15.8-

	REPR/MAINT-OUTSIDE L	65850		51391	14459	100.0	78.0	14,458-	21.9-
	RENTALS								
	LAND RENT 6400								
	CYLINDER RENT 6425	200		68	132	100.0	34.0	131-	65.5-
	UNIFORM RENT 6430	750			750	100.0		750-	100.0-
19	OTHER RENT 6449	2000		249	1751	100.0	12.4	1,750-	87.5-
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19	RENTALS	2950		317	2633	100.0	10.7	2,633-	89.2-
	OTHER SERVICES & CHARGE								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845	958		981	23-	100.0	102.4	23	2.4
	SERVICES NOT SPECIFIED 6999	1000			1000	100.0		1,000-	100.0-
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	OTHER SERVICES & CHA	1958		981	977	100.0	50.1	976-	49.8-
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101	OTHER SERVICES & CHAR	85958		68833	17125	100.0	80.0	17,124-	19.9-

	LAND								
	LEASEHOLDS 7020								
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	LAND								
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS								
	BUILDING IMPROVEMENTS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	DRAINS 7215								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	AGRICULTURAL EQUIPMENT 7335								
	CONSTRUCTION EQUIPMENT 7345								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	PICK UP TRUCKS 7420								
	SPECIAL TRUCKS 7450								
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	VEHICLES								
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	CAPITAL OUTLAY								
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8845	EXPENDITURES	203313		176245	27068	100.0	86.6	27,067-	13.3-

001553 - GENERAL FUND-CEMETERY DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
50067	REGULAR WAGES 4000	490183		431480	58703	100.0 88.0	58,702-	11.9-
	DISASTER RECOVERY WAGE 4010							
2852	OVERTIME 4300	18000		19059	1059-	100.0 105.8	1,059	5.8
	DISASTER RECOVERY OVER 4310							
52919	SALARIES	508183		450539	57644	100.0 88.6	57,644-	11.3-
EMPLOYEE BENEFITS								
8335	STATE RETIREMENT 4600	80040		70960	9080	100.0 88.6	9,080-	11.3-
3970	F.I.C.A. TAXES 4700	38880		33711	5169	100.0 86.7	5,168-	13.2-
8100	HOSPITALIZATION INS. 4800	108000		95870	12130	100.0 88.7	12,129-	11.2-
	UNEMPLOYMENT BENEFITS 4900	2500			2500	100.0	2,500-	100.0-
	WORKMAN'S COMPENSATION 4910	19600			19600	100.0	19,600-	100.0-
20404	EMPLOYEE BENEFITS	249020		200542	48478	100.0 80.5	48,478-	19.4-
73323	PERSONAL SERVICES	757203		651080	106123	100.0 85.9	106,122-	14.0-
OFFICE SUPPLIES								
	PAPER 5003	100		47	53	100.0 47.0	53-	53.0-
	PRINTED FORMS 5005							
101	OTHER EXPENDABLE OFF.S 5010	1300		1218	82	100.0 93.6	82-	6.3-
	MINOR OFFICE EQUIP/FUR 5020	1400		1292	108	100.0 92.2	107-	7.6-
	PUBLIC EDUCATION MAT'L 5032							
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
101	OFFICE SUPPLIES	2800		2557	243	100.0 91.3	242-	8.6-
OPERATING SUPPLIES								
23	CLEANING/JANITORIAL SP 5100	2000		1208	792	100.0 60.4	791-	39.5-
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	2700		2447	253	100.0 90.6	253-	9.3-
2010	GAS AND OIL 5250	24800		15799	9001	100.0 63.7	9,000-	36.2-
	LUBRICANTS 5255	700		594	106	100.0 84.8	106-	15.1-
1208	DIESEL FUEL 5257	23000		11589	11411	100.0 50.3	11,410-	49.6-
371	WEARING APPAREL 5355	2100		1800	300	100.0 85.7	300-	14.2-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	200		166	34	100.0 83.0	34-	17.0-
1050	SAND,CLAY,GRVL,FILL DI 5415	3000		3000		100.0 100.0		
	DRAINAGE PIPE & CULVER 5420							
480	HORT./LANDSCAPING SPLY 5440	4000		3456	544	100.0 86.4	544-	13.6-
100	HAND TOOLS 5450	1000		643	357	100.0 64.3	356-	35.6-

	MINOR EQUIPMENT	5460	3500	2302	1198	100.0	65.7	1,198-	34.2-
	PUMPING EQUIPMENT PART	5495							
	TRAFFIC SIGNS	5545							
	OTHER OPERATING MATL/S	5590	300	159	141	100.0	53.0	140-	46.6-
5242	OPERATING SUPPLIES		67300	43164	24136	100.0	64.1	24,136-	35.8-
	REPAIR & MAINTENANCE SP								
59	BUILDING MATERIALS & S	5600	2000	1343	657	100.0	67.1	657-	32.8-
	ELECTRICAL SUPPLIES	5605	500		500	100.0		500-	100.0
5	PLUMBING SUPPLIES	5610	500	400	100	100.0	80.0	100-	20.0-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650							
948	MTR VEHICLE REP. PTS/S	5700	10000	9774	226	100.0	97.7	226-	2.2-
	COMMUNICATION REPAIR P	5750	500	242	258	100.0	48.4	257-	51.4-
1480	AGRICLTR REPAIR PTS/S	5755	5000	4079	921	100.0	81.5	921-	18.4-
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	100		100	100.0		100-	100.0-
2493	REPAIR & MAINTENANCE		18600	15838	2762	100.0	85.1	2,762-	14.8-
7836	SUPPLIES AND EXPENSES		88700	61560	27140	100.0	69.4	27,140-	30.5-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	LEGAL	6025							
	MEDICAL	6027							
338	OTHER PROFESSIONAL SER	6049	3900	3835	65	100.0	98.3	64-	1.6-
338	PROFESSIONAL SERVICE		3900	3835	65	100.0	98.3	64-	1.6-
	COMMUNICATIONS								
50	TELEPHONE AND TELEGRAP	6060	1400	573	827	100.0	40.9	826-	59.0-
50	COMMUNICATIONS		1400	573	827	100.0	40.9	826-	59.0-
	TRANSPORTATION								
	TRAVEL EXPENSE	6110	1000	721	279	100.0	72.1	278-	27.8-
15	FREIGHT	6120	305	300	5	100.0	98.3	5-	1.6-
15	TRANSPORTATION		1305	1021	284	100.0	78.2	283-	21.6-
	ADVERTISING								
	ADVERTISING	6150							
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
	BLUELINES	6210							
	PRINTING AND BINDING								
	INSURANCE								
	FIRE & EXTENDED COVERA	6250							
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							

55	IMPROVEMENT OTHER THAN								
	FENCES/RAILINGS	7212	15875	15782	93	100.0	99.4	92-	.5-
	DRAINS	7215							
	STREETS & ROADWAYS	7230							
	LANDSCAPING		5900	5650	250	100.0	95.7	250-	4.2-
	OTHER IMPROVEMENTS	7295	4500	4049	451	100.0	89.9	451-	10.0-
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55	IMPROVEMENT OTHER TH		26275	25481	794	100.0	96.9	794-	3.0-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	AGRICULTURAL EQUIPMENT	7335	10800	10750	50	100.0	99.5	50-	.4-
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	PIPE	7370							
3555	OTHER EQUIPMENT	7399	50395	50298	97	100.0	99.8	97-	.1-
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3555	MACHINERY AND EQUIPM		61195	61048	147	100.0	99.7	147-	.2-
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420	24305	22944	1361	100.0	94.4	1,361-	5.5-
	DUMP TRUCKS	7440							
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	VEHICLES		24305	22944	1361	100.0	94.4	1,361-	5.5-
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4485	CAPITAL OUTLAY		117500	115199	2301	100.0	98.0	2,301-	1.9-
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89017	EXPENDITURES		1013703	864396	149307	100.0	85.2	149,307-	14.7-

001560 - GENERAL FUND-PARKING OPER.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
18700	REGULAR WAGES 4000	156830		155070	1760	100.0 98.8	1,760-	1.1-
	DISASTER RECOVERY WAGE 4010							
337	OVERTIME 4300			2115	2115-		2,115	
	DISASTER RECOVERY OVER 4310							
19037	SALARIES	156830		157184	354-	100.0 100.2	354	.2
EMPLOYEE BENEFITS								
2232	STATE RETIREMENT 4600	24700		18144	6556	100.0 73.4	6,556-	26.5-
1401	F.I.C.A. TAXES 4700	12000		11368	632	100.0 94.7	632-	5.2-
1350	HOSPITALIZATION INS. 4800	18000		17514	486	100.0 97.3	486-	2.7-
	UNEMPLOYMENT BENEFITS 4900	1600			1600	100.0	1,600-	100.0-
	WORKMAN'S COMPENSATION 4910	4027			4027	100.0	4,027-	100.0-
4984	EMPLOYEE BENEFITS	60327		47025	13302	100.0 77.9	13,301-	22.0-
24021	PERSONAL SERVICES	217157		204209	12948	100.0 94.0	12,948-	5.9-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
110	OTHER EXPENDABLE OFF.S 5010	800		884	84-	100.0 110.5	84	10.5
	MINOR OFFICE EQUIP/FUR 5020	400		352	48	100.0 88.0	48-	12.0-
	COMPUTER SUPPLIES 5080							
110	OFFICE SUPPLIES	1200		1236	36-	100.0 103.0	36	3.0
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	470		138	332	100.0 29.3	332-	70.6-
	CHEMICALS 5130	50			50	100.0	50-	100.0-
40	GAS AND OIL 5250	1200		421	779	100.0 35.0	778-	64.8-
	WEARING APPAREL 5355	500	270	100	130	100.0 20.0	400-	80.0-
	HORT./LANDSCAPING SPLY 5440							
14	MINOR EQUIPMENT 5460	2020	1,654	443	76-	100.0 21.9	1,577-	78.0-
	OTHER OPERATING MATL/S 5590	130	150		20-	100.0	130-	100.0-
53	OPERATING SUPPLIES	4370	2,074	1101	1195	100.0 25.1	3,268-	74.7-
REPAIR & MAINTENANCE SP								
	ELECTRICAL SUPPLIES 5605	300		108	192	100.0 36.0	192-	64.0-
	PAINT AND PAINTING SPL 5650	1020		310	710	100.0 30.3	710-	69.6-
	MTR VEHICLE REP. PTS/S 5700	280		117	163	100.0 41.7	162-	57.8-
	REPAIR & MAINTENANCE	1600		535	1065	100.0 33.4	1,064-	66.5-
163	SUPPLIES AND EXPENSES	7170	2,074	2872	2224	100.0 40.0	4,298-	59.9-

	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	100		100	100.0		100-	100.0-	
	POSTAGE	6070								
	COMMUNICATIONS		100		100	100.0		100-	100.0-	
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
1114	ELECTRICITY	6305	16000		14037	1963	100.0	87.7	1,962-	12.2-
1114	UTILITIES		16000		14037	1963	100.0	87.7	1,962-	12.2-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	35000		1035	33965	100.0	2.9	33,964-	97.0-
	ELECTRICAL R&M	6355	100			100	100.0		100-	100.0-
	PLUMBING EQUIPMENT R&M	6357	500			500	100.0		500-	100.0-
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380	1750			1750	100.0		1,750-	100.0-
99	MOTOR VEHICLE EQ. R&M	6384	2350		1017	1333	100.0	43.2	1,332-	56.6-
	SIGN PAINTING	6396	500		468	32	100.0	93.6	32-	6.4-
	TOW IN CHARGES	6398	150			150	100.0		150-	100.0-
453	OTHER REPAIRS AND MAIN	6399	5600		5587	13	100.0	99.7	12-	.2-
552	REPR/MAINT-OUTSIDE L		45950		8108	37843	100.0	17.6	37,841-	82.3-
	RENTALS									
1900	PARKING GARAGE/LOT REN	6402	25000		23625	1375	100.0	94.5	1,374-	5.4-
	OTHER RENT	6449	100			100	100.0		100-	100.0-
1900	RENTALS		25100		23625	1475	100.0	94.1	1,474-	5.8-
3565	OTHER SERVICES & CHAR		87150		45770	41380	100.0	52.5	41,379-	47.4-
	LAND									
	LAND	7000								
	LEASEHOLDS	7020								
	LAND									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	PARKING LOT/DRIVEWAY									
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400	51000		51000		100.0	100.0		

-----	VEHICLES	51000	-----	51000	-----	100.0	100.0	-----	-----
-----	CAPITAL OUTLAY	51000	-----	51000	-----	100.0	100.0	-----	-----
27749	EXPENDITURES	362477	2,074	303851	56552	100.0	83.8	58,626-	16.1-

002300 - PKS/REC-RECREATION MAINT. DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
92078	REGULAR WAGES 4000	832522		791320	41202	100.0 95.0	41,202-	4.9-
	DISASTER RECOVERY WAGE 4010							
1249	OVERTIME 4300	40000		30299	9701	100.0 75.7	9,701-	24.2-
	DISASTER RECOVERY OVER 4310							
93327	SALARIES	872522		821619	50903	100.0 94.1	50,902-	5.8-
EMPLOYEE BENEFITS								
14082	STATE RETIREMENT 4600	137430		124127	13303	100.0 90.3	13,303-	9.6-
7064	F.I.C.A. TAXES 4700	66750		61955	4795	100.0 92.8	4,795-	7.1-
14400	HOSPITALIZATION INS. 4800	192000		179402	12598	100.0 93.4	12,597-	6.5-
	UNEMPLOYMENT BENEFITS 4900	3000		806	2194	100.0 26.8	2,193-	73.1-
	WORKMAN'S COMPENSATION 4910	31790			31790	100.0	31,790-	100.0-
35546	EMPLOYEE BENEFITS	430970		366291	64679	100.0 84.9	64,678-	15.0-
128873	PERSONAL SERVICES	1303492		1187910	115582	100.0 91.1	115,582-	8.8-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
463	OTHER EXPENDABLE OFF.S 5010	2200		2054	146	100.0 93.3	145-	6.5-
	MINOR OFFICE EQUIP/FUR 5020	13650	13,014	578	58	100.0 4.2	13,071-	95.7-
	PHOTO SUPPLIES 5040							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
463	OFFICE SUPPLIES	15850	13,014	2632	204	100.0 16.6	13,218-	83.3-
OPERATING SUPPLIES								
1264	CLEANING/JANITORIAL SP 5100	15800		15799	1	100.0 99.9		
	MEDICAL SUPPLIES 5120							
60	CHEMICALS 5130	30100		30075	25	100.0 99.9	24-	
6032	GAS AND OIL 5250	52103		52021	82	100.0 99.8	81-	.1-
21	LUBRICANTS 5255	3250		3200	50	100.0 98.4	49-	1.5-
13	DIESEL FUEL 5257	300		229	71	100.0 76.3	70-	23.3-
	WEARING APPAREL 5355	700		662	38	100.0 94.5	37-	5.2-
	ASPHALT & ASPHALT PROD 5400							
1691	CONCRETE, CEMENT, ETC. 5405	2200		1758	442	100.0 79.9	442-	20.0-
	SAND, CLAY, GRVL, FILL DI 5415	16800		16725	75	100.0 99.5	74-	.4-
1278	HORT./LANDSCAPING SPLY 5440	41600	68	41491	41	100.0 99.7	108-	.2-
189	HAND TOOLS 5450	3750		3693	57	100.0 98.4	56-	1.4-
241	MINOR EQUIPMENT 5460	7150		7151	1-	100.0 100.0		
872	RECREATIONAL SUPPLIES 5510	29450		29391	59	100.0 99.7	58-	.1-
122	OTHER OPERATING MATL/S 5590	6000		5795	205	100.0 96.5	205-	3.4-

36	OTHER OPER.MATLS-KAB	5591	5654		5569	85	100.0	98.4	84-	1.4-
11820	OPERATING SUPPLIES		214857	68	213559	1230	100.0	99.3	1,297-	.6-
	REPAIR & MAINTENANCE SP									
3146	BUILDING MATERIALS & S	5600	16590	176	16296	118	100.0	98.2	294-	1.7-
303	ELECTRICAL SUPPLIES	5605	18500		18472	28	100.0	99.8	28-	.1-
486	PLUMBING SUPPLIES	5610	9065		9065		100.0	100.0		
	STRUCTURAL STEEL & IRO	5620								
3517	PAINT AND PAINTING SPL	5650	24250		23885	365	100.0	98.4	365-	1.5-
272	MTR VEHICLE REP. PTS/S	5700	16418		15877	541	100.0	96.7	540-	3.2-
	COMMUNICATION REPAIR P	5750	885		886	1-	100.0	100.1		
2726	AGRICLTRL REPAIR PTS/S	5755	38050	93	37833	124	100.0	99.4	216-	.5-
	OTHER REPAIR/MAINT. SP	5990	960		884	76	100.0	92.0	75-	7.8-
	VANDALISM REPAIR PARTS	5992								
	REPR SPLY-8/29/05 STOR	5995								
10451	REPAIR & MAINTENANCE		124718	269	123198	1251	100.0	98.7	1,520-	1.2-
22733	SUPPLIES AND EXPENSES		355425	13,351	339390	2685	100.0	95.4	16,035-	4.5-
	PROFESSIONAL SERVICES									
4471	CONSULTANT SERV/SURVEY	6020	55520	7,184	48336		100.0	87.0	7,184-	12.9-
925	OTHER PROFESSIONAL SER	6049	5000	1,947	2748	304	100.0	54.9	2,252-	45.0-
5396	PROFESSIONAL SERVICE		60520	9,131	51084	304	100.0	84.4	9,436-	15.5-
	COMMUNICATIONS									
151	TELEPHONE AND TELEGRAP	6060	2300		1847	453	100.0	80.3	453-	19.6-
	POSTAGE	6070	100			100	100.0		100-	100.0-
151	COMMUNICATIONS		2400		1847	553	100.0	76.9	553-	23.0-
	TRANSPORTATION									
128-	TRAVEL EXPENSE	6110	450		265	185	100.0	58.8	184-	40.8-
325	FREIGHT	6120	1700	278	1416	6	100.0	83.2	284-	16.7-
197	TRANSPORTATION		2150	278	1681	191	100.0	78.1	468-	21.7-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	100		21	79	100.0	21.0	78-	78.0-
	PRINTING AND BINDING		100		21	79	100.0	21.0	78-	78.0-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
	GAS	6300								
746	ELECTRICITY	6305	9000		8919	81	100.0	99.1	80-	.8-

9740	RECREATION IMPROVEMENT	22437		20150	2287	100.0	89.8	2,286-	10.1-
746-	OTHER IMPROVEMENTS	172257	467,000	54739	768	100.0	31.7	117,517-	68.2-
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8994	IMPROVEMENT OTHER TH	194694	467,000	74888	3056	100.0	38.4	119,805-	61.5-
	MACHINERY AND EQUIPMENT								
	8/29/05 STORM EQUIP 7302								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	AGRICULTURAL EQUIPMENT 7335	38124		38123	1	100.0	99.9	1-	
	RECREATIONAL EQUIPMENT 7350								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM	38124		38123	1	100.0	99.9	1-	
	VEHICLES								
	BUSES 7410								
	PICK UP TRUCKS 7420	65476		65463	13	100.0	99.9	12-	
	SPECIAL TRUCKS 7450								
-----		-----	-----	-----	-----	-----	-----	-----	-----
	VEHICLES	65476		65463	13	100.0	99.9	12-	
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8994	CAPITAL OUTLAY	298294	467,000	178475	3069	100.0	59.8	119,819-	40.1-
-----		-----	-----	-----	-----	-----	-----	-----	-----
205589	EXPENDITURES	2341030	541,412	2014876	134991	100.0	86.0	326,154-	13.9-

002315 - PKS/REC-REC.ADMIN/COM.REL.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
29900	REGULAR WAGES 4000	344113		342702	1411	100.0 99.5	1,411-	.4-
	DISASTER RECOVERY WAGE 4010							
10	OVERTIME 4300			277	277-		277	
	DISASTER RECOVERY OVER 4310							
<u>-----</u>								
29909	SALARIES	344113		342980	1133	100.0 99.6	1,132-	.3-
<u>EMPLOYEE BENEFITS</u>								
4711	STATE RETIREMENT 4600	41700		43144	1444-	100.0 103.4	1,443	3.4
2205	F.I.C.A. TAXES 4700	26350		25343	1007	100.0 96.1	1,007-	3.8-
3150	HOSPITALIZATION INS. 4800	36000		37216	1216-	100.0 103.3	1,215	3.3
	UNEMPLOYMENT BENEFITS 4900	1000		269-	1269	100.0 26.9	731-	73.1-
	WORKMAN'S COMPENSATION 4910	15290			15290	100.0	15,290-	100.0-
<u>-----</u>								
10066	EMPLOYEE BENEFITS	120340		105434	14906	100.0 87.6	14,905-	12.3-
<u>-----</u>								
39975	PERSONAL SERVICES	464453		448413	16040	100.0 96.5	16,039-	3.4-
<u>OFFICE SUPPLIES</u>								
	PAPER 5003	350		68	282	100.0 19.4	281-	80.2-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2000		1359	641	100.0 67.9	640-	32.0-
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080	1350			1350	100.0	1,350-	100.0-
<u>-----</u>								
	OFFICE SUPPLIES	3700		1427	2273	100.0 38.5	2,273-	61.4-
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100							
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120	200		130	70	100.0 65.0	70-	35.0-
	CHEMICALS 5130	8500		7703	797	100.0 90.6	797-	9.3-
	SERVE-SAFE SUPPLIES 5155	200			200	100.0	200-	100.0-
180	GAS AND OIL 5250	10300		1932	8368	100.0 18.7	8,368-	81.2-
	LUBRICANTS 5255							
	OTHER FUEL 5260							
	WEARING APPAREL 5355	1350		975	375	100.0 72.2	374-	27.7-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HORT./LANDSCAPING SPLY 5440							
	MINOR EQUIPMENT 5460	5000		4171	829	100.0 83.4	828-	16.5-
15409	RECREATIONAL SUPPLIES 5510	77022	2,315	64145	10562	100.0 83.2	12,877-	16.7-

	MDSE FOR RESALE	5520	500		500	100.0		500-	100.0-	
	CERAMIC SUP.FOR RESALE	5521								
	OTHER OPERATING MATL/S	5590	500	54	446	100.0	10.8	446-	89.2-	
15589	OPERATING SUPPLIES		103572	2,315	79110	22147	100.0	76.3	24,462-	23.6-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	200		144	56	100.0	72.0	56-	28.0-
	MTR VEHICLE REP. PTS/S	5700	1200		880	320	100.0	73.3	320-	26.6-
	RECREATIONAL EQ. REP P	5765								
	REPAIR & MAINTENANCE		1400		1025	375	100.0	73.2	375-	26.7-
15589	SUPPLIES AND EXPENSES		108672	2,315	81562	24795	100.0	75.0	27,110-	24.9-
	PROFESSIONAL SERVICES									
	ARCHITECTURAL	6012								
	CONSULTANT SERV/SURVEY	6020								
	CONTRACTUAL PROGRAMS	6032								
	OFFICIALS	6034	99644		62892	36752	100.0	63.1	36,752-	36.8-
3563	OTHER PROFESSIONAL SER	6049	178700	4,608	136393	37699	100.0	76.3	42,306-	23.6-
3563	PROFESSIONAL SERVICE		278344	4,608	199285	74451	100.0	71.5	79,058-	28.4-
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1760		547	1213	100.0	31.0	1,212-	68.8-
	POSTAGE	6070								
50	COMMUNICATIONS		1760		547	1213	100.0	31.0	1,212-	68.8-
	TRANSPORTATION									
247-	TRAVEL EXPENSE	6110	1450		1042	408	100.0	71.8	408-	28.1-
	CONTRACT TRAVEL	6115								
290	FREIGHT	6120	300		290	10	100.0	96.6	9-	3.0-
	MESSENGER/EXPRESS SERV	6130								
43	TRANSPORTATION		1750		1332	418	100.0	76.1	418-	23.8-
	ADVERTISING									
	ADVERTISING	6150								
194	ADVERTISING-SPEC. EVEN	6152								
	ADVERTISING-SENIOR FAR	6154	2640		2323	317	100.0	87.9	316-	11.9-
194	ADVERTISING		2640		2323	317	100.0	87.9	316-	11.9-
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								

	OTHER INSURANCE	6299								
	INSURANCE									
	UTILITIES									
25	GAS	6300	4000		2254	1746	100.0	56.3	1,746-	43.6-
14547	ELECTRICITY	6305	185000		173023	11977	100.0	93.5	11,976-	6.4-
14572	UTILITIES		189000		175276	13724	100.0	92.7	13,724-	7.2-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	800		55	745	100.0	6.8	744-	93.0-
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	2000			2000	100.0		2,000-	100.0-
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	2000		124	1876	100.0	6.2	1,876-	93.8-
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	2000		1521	479	100.0	76.0	478-	23.9-
	SIGN PAINTING	6396	900		880	20	100.0	97.7	20-	2.2-
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
	REPR/MAINT-OUTSIDE L		7700		2580	5120	100.0	33.5	5,120-	66.4-
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	500			500	100.0		500-	100.0-
	RENTALS		500			500	100.0		500-	100.0-
	OTHER SERVICES & CHARGE									
322	PROP.TAX COLL. FEES .0	6830	7000		3677	3323	100.0	52.5	3,323-	47.4-
183	PROP.TAX COLL. FEES.00	6831	8000		5094	2906	100.0	63.6	2,906-	36.3-
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1100		1005	95	100.0	91.3	94-	8.5-
	REGISTRATION FEE/TUITI	6845	900		413	487	100.0	45.8	487-	54.1-
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999	200			200	100.0		200-	100.0-
505	OTHER SERVICES & CHA		17200		10189	7011	100.0	59.2	7,010-	40.7-
18927	OTHER SERVICES & CHAR		498894	4,608	391533	102753	100.0	78.4	107,360-	21.5-
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227	47000	46,998		3	100.0		47,000-	100.0-
	OTHER IMPROVEMENTS	7295								

	IMPROVEMENT OTHER TH	47000	46,998		3	100.0		47,000-	100.0-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	RECREATIONAL EQUIPMENT 7350	5000		4999	1	100.0	99.9		
	COMMUNICATION EQUIPMEN 7355								
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	MACHINERY AND EQUIPM	5000		4999	1	100.0	99.9		
	VEHICLES								
	PICK UP TRUCKS 7420								
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	VEHICLES								
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	CAPITAL OUTLAY	52000	46,998	4999	4	100.0	9.6	47,000-	90.3-
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74492	EXPENDITURES	1124019	53,921	926507	143592	100.0	82.4	197,512-	17.5-

002341 - PKS/REC-KAMPER PARK ZOO DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
	REGULAR WAGES	4000						
	DISASTER RECOVERY WAGE	4010						
	OVERTIME	4300						
	DISASTER RECOVERY OVER	4310						

SALARIES								
EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600						
	F.I.C.A. TAXES	4700						
	HOSPITALIZATION INS.	4800						
	UNEMPLOYMENT BENEFITS	4900						
	WORKMAN'S COMPENSATION	4910						

EMPLOYEE BENEFITS								

PERSONAL SERVICES								
OFFICE SUPPLIES								
	PAPER	5003						
	PRINTED FORMS	5005						
	OTHER EXPENDABLE OFF.S	5010						
	MINOR OFFICE EQUIP/FUR	5020						
	PHOTO SUPPLIES	5040						
	SUBSCRIPTIONS,MAGS,MAP	5050						
	BOOKS	5070						

OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP	5100						
	HOUSEHOLD SUPPLIES	5110						
	MEDICAL SUPPLIES	5120						
	CHEMICALS	5130						
	FEED FOR ANIMALS	5150						
	ANIMAL SUPPLIES	5160						
	GAS AND OIL	5250						
	LUBRICANTS	5255						
	DIESEL FUEL	5257						
	OTHER FUEL	5260						
	WEARING APPAREL	5355						
	CONCRETE, CEMENT, ETC.	5405						
	SAND,CLAY,GRVL,FILL DI	5415						
	HORT./LANDSCAPING SPLY	5440						
	HAND TOOLS	5450						

MINOR EQUIPMENT 5460
RECREATIONAL SUPPLIES 5510
CONCESSION SUPPLIES 5515
MDSE FOR RESALE-GIFTSH 5520
MDSE FOR RESALE-CONCES 5522
TRAFFIC SIGNS 5545
OTHER OPERATING MATL/S 5590

OPERATING SUPPLIES
REPAIR & MAINTENANCE SP
BUILDING MATERIALS & S 5600
ELECTRICAL SUPPLIES 5605
PLUMBING SUPPLIES 5610
STRUCTURAL STEEL & IRO 5620
PAINT AND PAINTING SPL 5650
MTR VEHICLE REP. PTS/S 5700
COMMUNICATION REPAIR P 5750
AGRICLTRL REPAIR PTS/S 5755
RECREATIONAL EQ. REP P 5765
OTHER REPAIR/MAINT. SP 5990

REPAIR & MAINTENANCE

SUPPLIES AND EXPENSES

PROFESSIONAL SERVICES
VETERINARIAN 6030
OTHER PROFESSIONAL SER 6049
OTHER PROF SERV-KPZ CO 6049 98

PROFESSIONAL SERVICE
COMMUNICATIONS
TELEPHONE AND TELEGRAP 6060
POSTAGE 6070

COMMUNICATIONS
TRANSPORTATION
TRAVEL EXPENSE 6110
FREIGHT 6120
MESSENGER/EXPRESS SERV 6130

TRANSPORTATION
ADVERTISING
ADVERTISING 6150

ADVERTISING
PRINTING AND BINDING
PRINTING 6200
FILM PROCESSING 6240

PRINTING AND BINDING
INSURANCE

PUBLIC LIAB/PROPERTY D 6255
BOILER MACHINERY 6260
AUTOMOBILE INSURANCE 6265

INSURANCE
UTILITIES
GAS 6300
ELECTRICITY 6305

UTILITIES
REPR/MAINT-OUTSIDE LABO
BUILDING R&M 6350
ELECTRICAL R&M 6355
PLUMBING EQUIPMENT R&M 6357
OFFICE EQUIPMENT R&M 6365
HOUSEHOLD EQUIPMENT R& 6370
FIXED EQUIPMENT R&M 6380
MINOR EQUIPMENT R&M 6382
MOTOR VEHICLE EQ. R&M 6384
AGRICULTURAL EQ. R&M 6387
RECREATIONAL EQ. R&M 6388
COMMUNICATION EQ. R&M 6390
DISINFECT./EXTERMINATI 6394
SIGN PAINTING 6396
TOW IN CHARGES 6398
OTHER REPAIRS AND MAIN 6399

REPR/MAINT-OUTSIDE L
RENTALS
LAND RENT 6400
BUILDING RENT 6405
MACHINERY RENT 6420
CYLINDER RENT 6425
UNIFORM RENT 6430
MOP-MAT-RAG RENT 6435
OTHER RENT 6449

RENTALS
OTHER SERVICES & CHARGE
THEFT LOSS 6818
DUES AND MEMBERSHIPS 6840
REGISTRATION FEE/TUITI 6845
CUSTODIAL SERVICE 6870
SALES TAX-KPZ RIDES 6996
SERVICES NOT SPECIFIED 6999

OTHER SERVICES & CHA

OTHER SERVICES & CHAR

BUILDING/BLD IMPROVEMEN
BUILDINGS

-----	BUILDING IMPROVEMENTS	-----	-----	-----	-----	-----	-----
-----	BUILDING/BLD IMPROVE	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER THAN						
	PARKING LOT/DRIVEWAY 7227						
	STREETS & ROADWAYS 7230						
	PARK & PLAYGROUND LIGH 7240						
	LANDSCAPING 7250						
-----	OTHER IMPROVEMENTS	-----	-----	-----	-----	-----	-----
-----	IMPROVEMENT OTHER TH	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPMENT						
	HOUSEHOLD FURN/EQUIP. 7320						
	DATA PROCESSING EQUIP. 7327						
	AGRICULTURAL EQUIPMENT 7335						
	RECREATIONAL EQUIPMENT 7350						
	COMMUNICATION EQUIPMEN 7355						
-----	OTHER EQUIPMENT 7399	-----	-----	-----	-----	-----	-----
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----
	VEHICLES						
	AUTOMOBILES 7400						
-----	PICK UP TRUCKS 7420	-----	-----	-----	-----	-----	-----
-----	VEHICLES	-----	-----	-----	-----	-----	-----
	OTHER						
-----	ZOOLOGICAL ANIMALS 7505	-----	-----	-----	-----	-----	-----
-----	OTHER	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----

004369 - LIBRARY FUND EXPENDITURES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
314	PROP.TAX COLL. FEES .0 6830			3586	3586-		3,585	
179	PROP.TAX COLL. FEES.00 6831			4968	4968-		4,968	
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493	OTHER SERVICES & CHA			8554	8554-		8,553	
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493	OTHER SERVICES & CHAR			8554	8554-		8,553	
-----		-----	-----	-----	-----	-----	-----	-----
493	EXPENDITURES			8554	8554-		8,553	

005160 - H.M.F.P.FUND-FIRE DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	MINOR OFFICE EQUIP/FUR 5020	3000			3000	100.0	3,000-	100.0-
	PUBLIC EDUCATION MAT'L 5032							
-----		-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES	3000			3000	100.0	3,000-	100.0-
	OPERATING SUPPLIES							
	GAS AND OIL 5250							
	WEARING APPAREL 5355	59873		45925	13948	100.0 76.7	13,947-	23.2-
	MINOR EQUIPMENT 5460							
	MINOR FIRE FIGHTING EQ 5462	400		356	44	100.0 89.0	43-	10.7-
	HAZ.MAT SUPPLIES 5466							
	FIRE HOSE 5470	2088			2088	100.0	2,088-	100.0-
	SFTY/FIRE P/MATL CONTR 5535	1500			1500	100.0	1,500-	100.0-
	OTHER OPER.MATLS-USM 5590							
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	OPERATING SUPPLIES	63861		46281	17580	100.0 72.4	17,579-	27.5-
	REPAIR & MAINTENANCE SP							
	MTR VEHICLE REP. PTS/S 5700							
	COMMUNICATION REPAIR P 5750	525		519	6	100.0 98.8	5-	.9-
	MINOR COMPUTER EQUIP. 5800	2000			2000	100.0	2,000-	100.0-
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	REPAIR & MAINTENANCE	2525		519	2006	100.0 20.5	2,005-	79.4-
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	SUPPLIES AND EXPENSES	69386		46800	22586	100.0 67.4	22,586-	32.5-
	OTHER PROFESSIONAL SER 6049	5175			5175	100.0	5,175-	100.0-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSPORTATION							
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M (USM) 6350	2500		2350	150	100.0 94.0	150-	6.0-
	MOTOR VEHICLE EQ. R&M 6384							
	COMMUNICATION EQ. R&M 6390							
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	REPR/MAINT-OUTSIDE L	2500		2350	150	100.0 94.0	150-	6.0-
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
	REGISTRATION FEE/TUITI 6845	19295		16294	3001	100.0 84.4	3,001-	15.5-
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	OTHER SERVICES & CHA	19295		16294	3001	100.0 84.4	3,001-	15.5-
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	OTHER SERVICES & CHAR	26970		18644	8326	100.0 69.1	8,325-	30.8-

LAND									
LAND	7000								

LAND									
BUILDING/BLD IMPROVEMEN									
BUILDINGS	10500				10500	100.0		10,500-	100.0-
BUILDING IMPROVEMENTS						100.0			100.0-

BUILDING/BLD IMPROVE	10500				10500	100.0		10,500-	100.0-
IMPROVEMENT OTHER THAN									
PARKING LOT/DRIVEWAY 7227									
LANDSCAPING 7250									
OTHER IMPROVEMENTS 7295	9500		7586		1914	100.0	79.8	1,913-	20.1-
OTHER IMPROVEMENTS-USM 7297									

IMPROVEMENT OTHER TH	9500		7586		1914	100.0	79.8	1,913-	20.1-
MACHINERY AND EQUIPMENT									
FIRE FIGHTING 7315	21000	4,535	4579		11887	100.0	21.8	16,420-	78.1-
HOUSEHOLD FURN/EQUIP. 7320									
OFFICE FURN/EQUIP. 7325									
DATA PROCESSING EQUIP. 7327	27953				27953	100.0		27,953-	100.0-
AGRICULTURAL EQUIPMENT 7335									
COMMUNICATION EQUIPMEN 7355	50000		24295		25705	100.0	48.5	25,704-	51.4-
COMMUNICATION EQ-USM 7356	49000				49000	100.0		49,000-	100.0-
HYDRANTS & METERS (USM) 7365									
OTHER EQUIP-USM MONIES 7398									
OTHER EQUIPMENT 7399	25000		5562		19438	100.0	22.2	19,438-	77.7-

MACHINERY AND EQUIPM	172953	4,535	34435		133983	100.0	19.9	138,517-	80.0-
VEHICLES									
AUTOMOBILES 7400									
MOTORCYCLES 7405									
BUSES 7410									
PICK UP TRUCKS 7420	103000		100494		2507	100.0	97.5	2,506-	2.4-
HEAVY TRUCKS 7430									
FIRE TRUCKS 7435	764299		764229		70	100.0	99.9	69-	

VEHICLES	867299		864723		2577	100.0	99.7	2,575-	.2-

CAPITAL OUTLAY	1060252	4,535	906744		148973	100.0	85.5	153,508-	14.4-

EXPENDITURES	1156608	4,535	972188		179885	100.0	84.0	184,419-	15.9-

005460 - H.M.F.P.FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CAPITAL LEASE PAYMENTS							
	MDB-BLDG-FIRE STA #8 8515							
	FIRE TRUCKS LEASE-A'04 8527							
	FIRE TRUCKS LEASE-B'04 8528							
15492	FIRE TRUCKS LEASE-'16 8529	30985		15492	15493	100.0 49.9	15,493-	50.0-
	FIRE PROT.EQUIP.LEASE 8530							
13608	FIRE TRUCKS LEASE-'11 8532	161260		161265	5-	100.0 100.0	5	
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29100	CAPITAL LEASE PAYMEN	192245		176757	15488	100.0 91.9	15,487-	8.0-
	INTEREST ON CAPITAL LEA							
	MDB-BLDG-FIRE STA #8 8615							
	FIRE TRUCKS LEASE-A'04 8627							
	FIRE TRUCKS LEASE-B'04 8628							
885	FIRE TRUCKS LEASE-'16 8629	1790		885	905	100.0 49.4	904-	50.5-
	FIRE PROT.EQUIP.LEASE 8630							
733	FIRE TRUCKS LEASE-'11 8632	10825		10825		100.0 100.0		
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1618	INTEREST ON CAPITAL	12615		11710	905	100.0 92.8	905-	7.1-
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30718	DEBT SERVICE	204860		188468	16392	100.0 91.9	16,391-	8.0-
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30718	EXPENDITURES	204860		188468	16392	100.0 91.9	16,391-	8.0-

EXPENDITURES	127168	125,000	2168	100.0	127,168- 100.0-
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009660 - W&S O&M-CUSTOMER ACCT. DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
31495	REGULAR WAGES 4000	300642		286979	13663	100.0 95.4	13,663-	4.5-
	DISASTER RECOVERY WAGE 4010							
660	OVERTIME 4300	5000		4888	112	100.0 97.7	112-	2.2-
	DISASTER RECOVERY OVER 4310							
32155	SALARIES	305642		291867	13775	100.0 95.4	13,774-	4.5-
EMPLOYEE BENEFITS								
5064	STATE RETIREMENT 4600	48140		45969	2171	100.0 95.4	2,170-	4.5-
2414	F.I.C.A. TAXES 4700	23400		22007	1393	100.0 94.0	1,393-	5.9-
5400	HOSPITALIZATION INS. 4800	78000		67994	10006	100.0 87.1	10,005-	12.8-
	UNEMPLOYMENT BENEFITS 4900	1000			1000	100.0	1,000-	100.0-
	WORKMAN'S COMPENSATION 4910	4390			4390	100.0	4,390-	100.0-
12879	EMPLOYEE BENEFITS	154930		135970	18960	100.0 87.7	18,960-	12.2-
45033	PERSONAL SERVICES	460572		427837	32735	100.0 92.8	32,734-	7.1-
OFFICE SUPPLIES								
1168	PAPER 5003	3000		2813	187	100.0 93.7	187-	6.2-
	PRINTED FORMS 5005							
594	OTHER EXPENDABLE OFF.S 5010	2150	150	1999	1	100.0 92.9	150-	6.9-
246	MINOR OFFICE EQUIP/FUR 5020	1050	30	1012	8	100.0 96.3	38-	3.6-
	BOOKS 5070							
2008	OFFICE SUPPLIES	6200	180	5824	196	100.0 93.9	376-	6.0-
OPERATING SUPPLIES								
3-	CLEANING/JANITORIAL SP 5100	600	73	562	34-	100.0 93.6	38-	6.3-
	MEDICAL SUPPLIES 5120							
1029	GAS AND OIL 5250	12430		9907	2523	100.0 79.7	2,522-	20.2-
	LUBRICANTS 5255							
	CONCRETE, CEMENT, ETC. 5405							
94	HAND TOOLS 5450	5213	297	4812	104	100.0 92.3	401-	7.6-
384	MINOR EQUIPMENT 5460	680		684	4-	100.0 100.5	4	.5
2064	METER LOCKS 5467	7700		7615	85	100.0 98.8	84-	1.0-
96	OTHER OPERATING MATL/S 5590	500		483	17	100.0 96.6	16-	3.2-
3664	OPERATING SUPPLIES	27123	370	24062	2691	100.0 88.7	3,060-	11.2-
REPAIR & MAINTENANCE SP								
41	ELECTRICAL SUPPLIES 5605	1050		572	478	100.0 54.4	477-	45.4-
219	MTR VEHICLE REP. PTS/S 5700	3000	116	2017	867	100.0 67.2	982-	32.7-
	COMMUNICATION REPAIR P 5750							
418	OTHER REPAIR/MAINT. SP 5990	500		418	82	100.0 83.6	82-	16.4-

678	REPAIR & MAINTENANCE	4550	116	3006	1427	100.0	66.0	1,544-	33.9-
6349	SUPPLIES AND EXPENSES	37873	666	32893	4314	100.0	86.8	4,979-	13.1-
	PROFESSIONAL SERVICES								
	AUDITING AND ACCOUNTIN 6010	25000			25000	100.0		25,000-	100.0-
	APPRAISAL 6017								
	LEGAL 6025								
	MEDICAL 6027								
658	OTHER PROFESSIONAL SER 6049	25000		20901	4099	100.0	83.6	4,098-	16.3-
658	PROFESSIONAL SERVICE	50000		20901	29099	100.0	41.8	29,098-	58.1-
	COMMUNICATIONS								
64	TELEPHONE AND TELEGRAP 6060	1000		1505	505-	100.0	150.5	504	50.4
	POSTAGE 6070	55000		54745	255	100.0	99.5	254-	.4-
64	COMMUNICATIONS	56000		56250	250-	100.0	100.4	250	.4
	TRANSPORTATION								
	FREIGHT 6120								
	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING 6200	4000		3704	296	100.0	92.6	295-	7.3-
	PRINTING AND BINDING	4000		3704	296	100.0	92.6	295-	7.3-
	INSURANCE								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	UTILITIES								
13	GAS 6300	1800		492	1308	100.0	27.3	1,308-	72.6-
602	ELECTRICITY 6305	7000		5704	1296	100.0	81.4	1,296-	18.5-
614	UTILITIES	8800		6196	2604	100.0	70.4	2,604-	29.5-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350	4500		2776	1724	100.0	61.6	1,724-	38.3-
	OFFICE EQUIPMENT R&M 6365	2200		1998	202	100.0	90.8	202-	9.1-
	FIXED EQUIPMENT R&M 6380	800	75	708	17	100.0	88.5	92-	11.5-
	MOTOR VEHICLE EQ. R&M 6384	7800		7798	2	100.0	99.9	2-	
	COMMUNICATION EQ. R&M 6390	600		556	44	100.0	92.6	44-	7.3-
	DISINFECT./EXTERMINATI 6394	800		897	97-	100.0	112.1	97	12.1
30	OTHER REPAIRS AND MAIN 6399	1000		832	168	100.0	83.2	168-	16.8-
30	REPR/MAINT-OUTSIDE L	17700	75	15565	2060	100.0	87.9	2,134-	12.0-
	RENTALS								
	BUILDING RENT 6405								
	OFFICE EQUIPMENT RENT 6410								
122	UNIFORM RENT 6430	1350		1254	96	100.0	92.8	96-	7.1-

	MOP-MAT-RAG RENT	6435							
	OTHER RENT	6449							
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122	RENTALS	1350			1254	96	100.0	92.8	96- 7.1-
	OTHER SERVICES & CHARGE								
	CASH OVERAGE/SHORTAGE 6819								
	BANK SERV/TRF FEE 6832								
	REFUNDS								
	NSF CHECKS 6836								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845	1100			1100		100.0		1,100- 100.0-
	SERVICES NOT SPECIFIED 6999	4000			4000		100.0	100.0	
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	OTHER SERVICES & CHA	5100			4000	1100	100.0	78.4	1,100- 21.5-
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1487	OTHER SERVICES & CHAR	142950	75		107870	35005	100.0	75.4	35,079- 24.5-
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS								
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	BUILDING/BLD IMPROVE								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP. 7325								
	DATA PROCESSING EQUIP. 7327								
	WATER UTILITY SOFTWARE 7329								
	CONSTRUCTION EQUIPMENT 7345								
	COMMUNICATION EQUIPMEN 7355								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420	19961			19440	521	100.0	97.3	521- 2.6-
	SPECIAL TRUCKS 7450								
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	VEHICLES	19961			19440	521	100.0	97.3	521- 2.6-
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	CAPITAL OUTLAY	19961			19440	521	100.0	97.3	521- 2.6-
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52870	EXPENDITURES	661356	741		588040	72575	100.0	88.9	73,316- 11.0-

009672 - W&S O&M-WATER TRANSMISSION DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
<u>SALARIES</u>								
54960	REGULAR WAGES 4000	510321		468649	41672	100.0 91.8	41,671-	8.1-
	DISASTER RECOVERY WAGE 4010							
2616	OVERTIME 4300	35000		27823	7177	100.0 79.4	7,176-	20.5-
	DISASTER RECOVERY OVER 4310			429	429-		429	
<u>-----</u>								
57577	SALARIES	545321		496900	48421	100.0 91.1	48,421-	8.8-
<u>EMPLOYEE BENEFITS</u>								
9068	STATE RETIREMENT 4600	85900		78262	7638	100.0 91.1	7,638-	8.8-
4356	F.I.C.A. TAXES 4700	41720		37413	4307	100.0 89.6	4,306-	10.3-
8550	HOSPITALIZATION INS. 4800	114000		102346	11654	100.0 89.7	11,654-	10.2-
	UNEMPLOYMENT BENEFITS 4900	2000		498-	2498	100.0 24.9	1,502-	75.1-
	WORKMAN'S COMPENSATION 4910	17220			17220	100.0	17,220-	100.0-
<u>-----</u>								
21974	EMPLOYEE BENEFITS	260840		217523	43317	100.0 83.3	43,317-	16.6-
<u>-----</u>								
79551	PERSONAL SERVICES	806161		714423	91738	100.0 88.6	91,737-	11.3-
<u>OFFICE SUPPLIES</u>								
	PAPER 5003							
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010							
	MINOR OFFICE EQUIP/FUR 5020							
	SUBSCRIPTIONS,MAGS,MAP 5050							
<u>-----</u>								
<u>OFFICE SUPPLIES</u>								
<u>OPERATING SUPPLIES</u>								
	CLEANING/JANITORIAL SP 5100							
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130							
3468	GAS AND OIL 5250	51500		32568	18932	100.0 63.2	18,932-	36.7-
	NATURAL GAS FUEL 5252							
	LUBRICANTS 5255							
402	DIESEL FUEL 5257	7500		3390	4110	100.0 45.2	4,110-	54.8-
20-	WEARING APPAREL 5355	3000		1801	1199	100.0 60.0	1,198-	39.9-
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405	10000		9010	990	100.0 90.1	990-	9.9-
	BRICK,STONE,MORTAR,ETC 5410			1875	1875-		1,875	
4900	SAND,CLAY,GRVL,FILL DI 5415	14000		13547	453	100.0 96.7	453-	3.2-
	HORT./LANDSCAPING SPLY 5440							
326	HAND TOOLS 5450	7000		6148	852	100.0 87.8	852-	12.1-
72	MINOR EQUIPMENT 5460	4500		3600	900	100.0 80.0	900-	20.0-
	HYDRANT PARTS 5480							
1000	METER PARTS 5485	1000		1000		100.0 100.0		

	VALVE PARTS	5490							
	PUMPING EQUIPMENT PART	5495							
34	OTHER OPERATING MATL/S	5590	1380		1328	52	100.0	96.2	51- 3.6-
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10182	OPERATING SUPPLIES		99880		74266	25614	100.0	74.3	25,614- 25.6-
	REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S	5600							
	ELECTRICAL SUPPLIES	5605							
5315	PLUMBING SUPPLIES	5610	114836		114614	222	100.0	99.8	221- .1-
	STRUCTURAL STEEL & IRO	5620							
	PAINT AND PAINTING SPL	5650	1000		160	840	100.0	16.0	840- 84.0-
765	MTR VEHICLE REP. PTS/S	5700	10500		10164	336	100.0	96.8	336- 3.2-
	COMMUNICATION REPAIR P	5750							
	EXPENDABLE WELDING SPL	5770							
	OTHER REPAIR/MAINT. SP	5990	2000	1,245	199	556	100.0	9.9	1,800- 90.0-
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6079	REPAIR & MAINTENANCE		128336	1,245	125137	1955	100.0	97.5	3,198- 2.4-
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16261	SUPPLIES AND EXPENSES		228216	1,245	199403	27568	100.0	87.3	28,813- 12.6-
	PROFESSIONAL SERVICES								
	ENGINEERING	6015							
	ABSTRACTING & RECORDIN	6023							
	MEDICAL	6027							
	OTHER PROFESSIONAL SER	6049							
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	PROFESSIONAL SERVICE								
	COMMUNICATIONS								
	POSTAGE	6070							
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	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE	6110							
	FREIGHT	6120							
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	TRANSPORTATION								
	ADVERTISING								
	ADVERTISING	6150							
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	ADVERTISING								
	PRINTING AND BINDING								
	PRINTING	6200							
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	PRINTING AND BINDING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D	6255							
	AUTOMOBILE INSURANCE	6265							
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	INSURANCE								
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	ELECTRICAL R&M	6355							

12450	PLUMBING EQUIPMENT R&M 6357								
	STREETS & STRUCTURES R 6360	734510	24,018	703417	7076	100.0	95.7	31,092-	4.2-
	FIXED EQUIPMENT R&M 6380	500			500-	100.0		500-	100.0-
	MINOR EQUIPMENT R&M 6382								
270	MOTOR VEHICLE EQ. R&M 6384	16730	500	10708	5522	100.0	64.0	6,022-	35.9-
	CONSTRUCTION EQUIP R&M 6386	5312		3565	1747	100.0	67.1	1,746-	32.8-
	COMMUNICATION EQ. R&M 6390								
65	TOW IN CHARGES 6398	1000		415	585	100.0	41.5	584-	58.4-
	OTHER REPAIRS AND MAIN 6399								
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12785	REPR/MAINT-OUTSIDE L	757052	24,518	718105	14430	100.0	94.8	38,946-	5.1-
	RENTALS								
	MACHINERY RENT 6420	1295		864	431	100.0	66.7	431-	33.2-
	CYLINDER RENT 6425								
234	UNIFORM RENT 6430	4500		4361	139	100.0	96.9	139-	3.0-
	OTHER RENT 6449	5490		5490		100.0	100.0		
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234	RENTALS	11285		10714	571	100.0	94.9	571-	5.0-
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA 6700								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999								
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	OTHER SERVICES & CHA								
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13019	OTHER SERVICES & CHAR	768337	24,518	728819	15000	100.0	94.8	39,518-	5.1-

	LEASEHOLDS 7020								
	BUILDING/BLD IMPROVEMEN								
	BUILDING IMPROVEMENTS 7150								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	OTHER IMPROVEMENTS 7295								
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	DATA PROCESSING EQUIP. 7327								
	CONSTRUCTION EQUIPMENT 7345	41907		41907		100.0	100.0		
	COMMUNICATION EQUIPMEN 7355								
	HYDRANTS & METERS 7365								
	PIPE 7370								
	OTHER EQUIPMENT 7399								
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	MACHINERY AND EQUIPM	41907		41907		100.0	100.0		
	VEHICLES								
	AUTOMOBILES 7400								
	PICK UP TRUCKS 7420								
	SPECIAL TRUCKS 7450	40968		40968		100.0	100.0		
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	VEHICLES	40968		40968		100.0	100.0		

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	CAPITAL OUTLAY	82875		82875		100.0	100.0		
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108830	EXPENDITURES	1885589	25,763	1725520	134306	100.0	91.5	160,069-	8.4-

009673 - W&S O&M-WATER PLANT DIVISION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
43235	REGULAR WAGES 4000	404781		408621	3840-	100.0 100.9	3,840	.9
	DISASTER RECOVERY WAGE 4010							
1734	OVERTIME 4300	25000		16942	8058	100.0 67.7	8,058-	32.2-
	DISASTER RECOVERY OVER 4310							
44969	SALARIES	429781		425564	4217	100.0 99.0	4,216-	.9-
EMPLOYEE BENEFITS								
7083	STATE RETIREMENT 4600	67690		67026	664	100.0 99.0	664-	.9-
3371	F.I.C.A. TAXES 4700	32890		31868	1022	100.0 96.8	1,021-	3.1-
6750	HOSPITALIZATION INS. 4800	96000		90808	5192	100.0 94.5	5,192-	5.4-
	UNEMPLOYMENT BENEFITS 4900	3000		3000	3000	100.0	3,000-	100.0-
	WORKMAN'S COMPENSATION 4910	9050		9050	9050	100.0	9,050-	100.0-
17204	EMPLOYEE BENEFITS	208630		189702	18928	100.0 90.9	18,928-	9.0-
62173	PERSONAL SERVICES	638411		615266	23145	100.0 96.3	23,144-	3.6-
OFFICE SUPPLIES								
	PAPER 5003	200		40	160	100.0 20.0	160-	80.0-
	PRINTED FORMS 5005	2700		1095	1605	100.0 40.5	1,604-	59.4-
8	OTHER EXPENDABLE OFF.S 5010	2750		2731	19	100.0 99.3	18-	.6-
	MINOR OFFICE EQUIP/FUR 5020	50		11	39	100.0 22.0	39-	78.0-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070	200			200	100.0	200-	100.0-
80	COMPUTER SUPPLIES 5080	600		425	175	100.0 70.8	175-	29.1-
88	OFFICE SUPPLIES	6500		4301	2199	100.0 66.1	2,199-	33.8-
OPERATING SUPPLIES								
205	CLEANING/JANITORIAL SP 5100	2000		1975	25	100.0 98.7	24-	1.2-
	FOOD 5115							
	MEDICAL SUPPLIES 5120							
3745	CHEMICALS 5130	50000		48487	1513	100.0 96.9	1,512-	3.0-
398	GAS AND OIL 5250	9800		4549	5251	100.0 46.4	5,250-	53.5-
	LUBRICANTS 5255							
462	DIESEL FUEL 5257	10000		6831	3169	100.0 68.3	3,168-	31.6-
72	OTHER FUEL 5260	600		240	360	100.0 40.0	360-	60.0-
	WEARING APPAREL 5355	100			100	100.0	100-	100.0-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	HORT./LANDSCAPING SPLY 5440							
2451	HAND TOOLS 5450	3000		2451	549	100.0 81.7	548-	18.2-
761	MINOR EQUIPMENT 5460	4300		4185	115	100.0 97.3	114-	2.6-

	METER PARTS	5485	200		200	100.0		200-	100.0-	
	VALVE PARTS	5490								
660	PUMPING EQUIPMENT PART	5495	10000		9181	819	100.0	91.8	818-	8.1-
	OTHER OPERATING MATL/S	5590	4064		3942	122	100.0	96.9	122-	3.0-
8755	OPERATING SUPPLIES		94064		81840	12224	100.0	87.0	12,224-	12.9-
	REPAIR & MAINTENANCE SP									
66	BUILDING MATERIALS & S	5600	5000		4667	333	100.0	93.3	333-	6.6-
1316	ELECTRICAL SUPPLIES	5605	11900		8056	3844	100.0	67.6	3,844-	32.3-
2665	PLUMBING SUPPLIES	5610	3100		3073	27	100.0	99.1	26-	.8-
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	1500		1011	489	100.0	67.4	488-	32.5-
136	MTR VEHICLE REP. PTS/S	5700	3000	1,200	949	851	100.0	31.6	2,050-	68.3-
	GENERATOR REP. PTS/SPL	5705	3000		889	2111	100.0	29.6	2,110-	70.3-
	COMMUNICATION REPAIR P	5750	3000		726	2274	100.0	24.2	2,274-	75.8-
141	AGRICLTRL REPAIR PTS/S	5755	2500		1189	1311	100.0	47.5	1,310-	52.4-
	MINOR COMPUTER EQUIP.	5800	4000		3621	379	100.0	90.5	378-	9.4-
15	OTHER REPAIR/MAINT. SP	5990	1000	178	731	91	100.0	73.1	269-	26.9-
4338	REPAIR & MAINTENANCE		38000	1,378	24912	11710	100.0	65.5	13,088-	34.4-
13181	SUPPLIES AND EXPENSES		138564	1,378	111053	26133	100.0	80.1	27,511-	19.8-
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
350	OTHER PROFESSIONAL SER	6049	75000		68826	6174	100.0	91.7	6,174-	8.2-
350	PROFESSIONAL SERVICE		75000		68826	6174	100.0	91.7	6,174-	8.2-
	COMMUNICATIONS									
285	TELEPHONE AND TELEGRAP	6060	3000		3209	209-	100.0	106.9	208	6.9
	POSTAGE	6070	2500		2422	78	100.0	96.8	78-	3.1-
285	COMMUNICATIONS		5500		5631	131-	100.0	102.3	131	2.3
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2016		1530	486	100.0	75.8	486-	24.1-
12	FREIGHT	6120	2420		251	2169	100.0	10.3	2,169-	89.6-
	MESSENGER/EXPRESS SERV	6130								
12	TRANSPORTATION		4436		1781	2655	100.0	40.1	2,655-	59.8-
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								

	INSURANCE									
	UTILITIES									
38	GAS	6300	7500		3883	3617	100.0	51.7	3,616-	48.2-
62642	ELECTRICITY	6305	780000		704877	75123	100.0	90.3	75,122-	9.6-
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62680	UTILITIES		787500		708759	78741	100.0	90.0	78,740-	9.9-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1000		569	431	100.0	56.9	431-	43.1-
37	ELECTRICAL R&M	6355	30000	12,899	16882	219	100.0	56.2	13,118-	43.7-
	PLUMBING EQUIPMENT R&M		6357							
	OFFICE EQUIPMENT R&M	6365	1000		99	901	100.0	9.9	900-	90.0-
12350	FIXED EQUIPMENT R&M	6380	100000	31,156	52883	15961	100.0	52.8	47,117-	47.1-
	MINOR EQUIPMENT R&M	6382	4000		3938	62	100.0	98.4	61-	1.5-
43820	GENERATOR R&M	6383	90000		67120	22880	100.0	74.5	22,880-	25.4-
120	MOTOR VEHICLE EQ. R&M	6384	5000		4658	342	100.0	93.1	341-	6.8-
	CONSTRUCTION EQUIP R&M		6386							
	AGRICULTURAL EQ. R&M	6387	1000		180	820	100.0	18.0	820-	82.0-
	COMMUNICATION EQ. R&M	6390	1000		541	459	100.0	54.1	458-	45.8-
	DISINFECT./EXTERMINATI	6394	1000		625	375	100.0	62.5	374-	37.4-
	OTHER REPAIRS AND MAIN	6399	1000		451	550	100.0	45.1	548-	54.8-
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56327	REPR/MAINT-OUTSIDE L		235000	44,055	147946	42999	100.0	62.9	87,054-	37.0-
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
202	UNIFORM RENT	6430	3550		3546	4	100.0	99.8	4-	.1-
58	MOP-MAT-RAG RENT	6435	950		432	518	100.0	45.4	518-	54.5-
	OTHER RENT	6449								
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260	RENTALS		4500		3978	522	100.0	88.4	522-	11.6-
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1000		625	375	100.0	62.5	374-	37.4-
	REGISTRATION FEE/TUITI	6845	2000		916	1084	100.0	45.8	1,084-	54.2-
	CUSTODIAL SERVICE	6870								
	PROPERTY TAXES	6995								
	SERVICES NOT SPECIFIED	6999	2000		1053	947	100.0	52.6	946-	47.3-
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	OTHER SERVICES & CHA		5000		2594	2406	100.0	51.8	2,405-	48.1-
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119913	OTHER SERVICES & CHAR		1116936	44,055	939516	133365	100.0	84.1	177,420-	15.8-
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6104	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS		162283		6104	156179	100.0	3.7	156,178-	96.2-
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6104	BUILDING/BLD IMPROVE		162283		6104	156179	100.0	3.7	156,178-	96.2-
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								

	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	WATER UTILITY SOFTWARE	7329							
	AGRICULTURAL EQUIPMENT	7335							
	PLANT EQUIPMENT	7340							
	COMMUNICATION EQUIPMEN	7355							
	HYDRANTS & METERS	7365							
	OTHER EQUIPMENT	7399	22959		22959		100.0	100.0	
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	MACHINERY AND EQUIPM		22959		22959		100.0	100.0	
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420							
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	VEHICLES								
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6104	CAPITAL OUTLAY		185242		29063	156179	100.0	15.6	156,179- 84.3-
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201370	EXPENDITURES		2079153	45,433	1694898	338822	100.0	81.5	384,255- 18.4-

009676 - W&S O&M-SEWER DIVISION

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES									
44903	REGULAR WAGES 4000	476522		426454	50068	100.0	89.4	50,068-	10.5-
	DISASTER RECOVERY WAGE 4010								
2518	OVERTIME 4300	39064		31854	7210	100.0	81.5	7,210-	18.4-
	DISASTER RECOVERY OVER 4310								
47422	SALARIES	515586		458308	57278	100.0	88.8	57,278-	11.1-
EMPLOYEE BENEFITS									
7469	STATE RETIREMENT 4600	81360		72184	9176	100.0	88.7	9,176-	11.2-
3612	F.I.C.A. TAXES 4700	39260		34834	4426	100.0	88.7	4,426-	11.2-
6750	HOSPITALIZATION INS. 4800	114000		99070	14930	100.0	86.9	14,930-	13.0-
	UNEMPLOYMENT BENEFITS 4900	3636		2844	792	100.0	78.2	792-	21.7-
	WORKMAN'S COMPENSATION 4910	16950			16950	100.0		16,950-	100.0-
17830	EMPLOYEE BENEFITS	255206		208931	46275	100.0	81.8	46,275-	18.1-
65252	PERSONAL SERVICES	770792		667239	103553	100.0	86.5	103,552-	13.4-
OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP 5100								
	HOUSEHOLD SUPPLIES 5110								
	MEDICAL SUPPLIES 5120								
26787	CHEMICALS 5130	212600		204478	8122	100.0	96.1	8,122-	3.8-
668	GAS AND OIL 5250	12000		8019	3981	100.0	66.8	3,980-	33.1-
	LUBRICANTS 5255								
509	DIESEL FUEL 5257	15000		8067	6933	100.0	53.7	6,932-	46.2-
	OTHER FUEL 5260								
	WEARING APPAREL 5355	3800		2332	1468	100.0	61.3	1,468-	38.6-
	ASPHALT & ASPHALT PROD 5400			36	36-			36	
	CONCRETE, CEMENT, ETC. 5405	7900		5679	2221	100.0	71.8	2,220-	28.1-
	BRICK, STONE, MORTAR, ETC 5410	1000			1000	100.0		1,000-	100.0-
6167	SAND, CLAY, GRVL, FILL DI 5415	16000		15619	381	100.0	97.6	380-	2.3-
	DRAINAGE PIPE & CULVER 5420								
	HORT./LANDSCAPING SPLY 5440	300			300	100.0		300-	100.0-
	HAND TOOLS 5450	7095		7042	53	100.0	99.2	53-	.7-
	MINOR EQUIPMENT 5460	5850	3,350	2491	9	100.0	42.5	3,358-	57.4-
	PUMPING EQUIPMENT PART 5495	100		19	81	100.0	19.0	80-	80.0-
14	OTHER OPERATING MATL/S 5590	5960		7162	1202-	100.0	120.1	1,201	20.1
34146	OPERATING SUPPLIES	287605	3,350	260944	23311	100.0	90.7	26,661-	9.2-
REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S 5600	500		480	20	100.0	96.0	20-	4.0-
	ELECTRICAL SUPPLIES 5605	2500		2406	94	100.0	96.2	94-	3.7-
1055	PLUMBING SUPPLIES 5610	38300		30219	8081	100.0	78.9	8,080-	21.0-

	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	500		500	100.0		500-	100.0-	
1717	MTR VEHICLE REP. PTS/S	5700	25250	25210	40	100.0	99.8	40-	.1-	
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
22	EXPENDABLE WELDING SPL	5770		22	22-			21		
3701	OTHER REPAIR/MAINT. SP	5990	4500	4303	197	100.0	95.6	196-	4.3-	
6494	REPAIR & MAINTENANCE		71550	62639	8911	100.0	87.5	8,911-	12.4-	
40640	SUPPLIES AND EXPENSES		359155	3,350	323583	32222	100.0	90.0	35,571-	9.9-
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	2000	999	1001	100.0	49.9	1,000-	50.0-	
	PROFESSIONAL SERVICE		2000	999	1001	100.0	49.9	1,000-	50.0-	
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	1200	1192	8	100.0	99.3	8-	.6-	
	FREIGHT	6120	700	290	410	100.0	41.4	409-	58.4-	
	TRANSPORTATION		1900	1483	417	100.0	78.0	416-	21.8-	
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	INSURANCE									
	UTILITIES									
13	GAS	6300	200	154	46	100.0	77.0	46-	23.0-	
6019	ELECTRICITY	6305	105000	84655	20345	100.0	80.6	20,344-	19.3-	
6031	UTILITIES		105200	84808	20392	100.0	80.6	20,392-	19.3-	
	REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M	6355	8000	1744	6256	100.0	21.8	6,256-	78.2-	
	PLUMBING EQUIPMENT R&M	6357								
87488	STREETS & STRUCTURES R	6360	1296150	2,311	1197483	100978	100.0	92.3	98,666-	7.6-
	FIXED EQUIPMENT R&M	6380	2000	829	1171	100.0	41.4	1,170-	58.5-	
	MINOR EQUIPMENT R&M	6382	10200	921	9279	100.0	9.0	9,278-	90.9-	
8674	MOTOR VEHICLE EQ. R&M	6384	38700	37	35020	3643	100.0	90.4	3,680-	9.5-
800	CONSTRUCTION EQUIP R&M	6386	22129	13697	8432	100.0	61.8	8,432-	38.1-	
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	2000		2000	100.0		2,000-	100.0-	

	TOW IN CHARGES	6398	2000	450	1550	100.0	22.5	1,550-	77.5-
	OTHER REPAIRS AND MAIN	6399							
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96962	REPR/MAINT-OUTSIDE L		1381179	2,274	1250144	133309	100.0 90.5	131,034-	9.4-
	RENTALS								
	AUTOMOTIVE EQ. RENT	6415	4500		4500		100.0 100.0		
	MACHINERY RENT	6420	1300		1287	13	100.0 99.0	12-	.9-
	CYLINDER RENT	6425							
207	UNIFORM RENT	6430	3800		3661	139	100.0 96.3	138-	3.6-
	OTHER RENT	6449	1960		1863	97	100.0 95.0	96-	4.8-
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207	RENTALS		11560		11312	248	100.0 97.8	247-	2.1-
	OTHER SERVICES & CHARGE								
60	REGISTRATION FEE/TUITI	6845	840		781	60	100.0 92.9	58-	6.9-
	SERVICES NOT SPECIFIED	6999							
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60	OTHER SERVICES & CHA		840		781	60	100.0 92.9	58-	6.9-
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103260	OTHER SERVICES & CHAR		1502679	2,274	1349525	155427	100.0 89.8	153,154-	10.1-
	BUILDING/BLD IMPROVEMEN								
	BUILDINGS								
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	BUILDING/BLD IMPROVE								
	IMPROVEMENT OTHER THAN								
	BRIDGES	7210							
	FENCES/RAILINGS	7212							
	DRAINS	7215							
	SEWERS	7220							
	STREETS & ROADWAYS	7230							
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	IMPROVEMENT OTHER TH								
	MACHINERY AND EQUIPMENT								
	ENGINEERING	7305							
	DATA PROCESSING EQUIP.	7327							
	AGRICULTURAL EQUIPMENT	7335							
	PLANT EQUIPMENT	7340							
	CONSTRUCTION EQUIPMENT	7345							
	COMMUNICATION EQUIPMEN	7355							
	PIPE	7370							
	OTHER EQUIPMENT	7399							
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	MACHINERY AND EQUIPM								
	VEHICLES								
	AUTOMOBILES	7400							
	PICK UP TRUCKS	7420	19902		19902		100.0 100.0		
	DUMP TRUCKS	7440							
	SPECIAL TRUCKS	7450							
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	VEHICLES		19902		19902		100.0 100.0		
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	CAPITAL OUTLAY		19902		19902		100.0 100.0		

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209152	EXPENDITURES	2652528	1,076	2360250	291202	100.0	88.9	292,278-	11.0-

009677 - W&S O&M-SEWER LAGOON DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
17117	REGULAR WAGES 4000	174949		160263	14686	100.0 91.6	14,685-	8.3-
	DISASTER RECOVERY WAGE 4010							
1157	OVERTIME 4300	35000		16166	18834	100.0 46.1	18,833-	53.8-
	DISASTER RECOVERY OVER 4310							
18274	SALARIES	209949		176429	33520	100.0 84.0	33,520-	15.9-
EMPLOYEE BENEFITS								
2878	STATE RETIREMENT 4600	33070		27788	5282	100.0 84.0	5,281-	15.9-
1365	F.I.C.A. TAXES 4700	16065		13143	2922	100.0 81.8	2,921-	18.1-
2700	HOSPITALIZATION INS. 4800	42000		37040	4960	100.0 88.1	4,959-	11.8-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	100.0	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	6260			6260	100.0	6,260-	100.0-
6944	EMPLOYEE BENEFITS	98895		77970	20925	100.0 78.8	20,925-	21.1-
25217	PERSONAL SERVICES	308844		254400	54444	100.0 82.3	54,444-	17.6-
OFFICE SUPPLIES								
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100							
	MEDICAL SUPPLIES 5120	500			500	100.0	500-	100.0-
	CHEMICALS 5130	160000		153482	6518	100.0 95.9	6,517-	4.0-
718	GAS AND OIL 5250	15000		7786	7214	100.0 51.9	7,214-	48.0-
	LUBRICANTS 5255	4000		1744	2256	100.0 43.6	2,256-	56.4-
37	DIESEL FUEL 5257	5000		643	4357	100.0 12.8	4,356-	87.1-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	500			500	100.0	500-	100.0-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
	HAND TOOLS 5450	1000		368	632	100.0 36.8	631-	63.1-
100	MINOR EQUIPMENT 5460	5000		4941	59	100.0 98.8	58-	1.1-
	METER PARTS 5485							
	VALVE PARTS 5490							
15412	PUMPING EQUIPMENT PART 5495	148343		117435	30908	100.0 79.1	30,907-	20.8-
	OTHER OPERATING MATL/S 5590	4000	225	1280	2495	100.0 32.0	2,719-	67.9-
16266	OPERATING SUPPLIES	343343	225	287679	55439	100.0 83.7	55,663-	16.2-
REPAIR & MAINTENANCE SP								
15	BUILDING MATERIALS & S 5600	100		83	17	100.0 83.0	17-	17.0-
37	ELECTRICAL SUPPLIES 5605	24900	495	21384	3021	100.0 85.8	3,516-	14.1-
	PLUMBING SUPPLIES 5610	5000		447	4553	100.0 8.9	4,552-	91.0-
	STRUCTURAL STEEL & IRO 5620							
	PAINT AND PAINTING SPL 5650							

152	MTR VEHICLE REP. PTS/S 5700	5120	398	1874	2848	100.0	36.6	3,245-	63.3-
	COMMUNICATION REPAIR P 5750								
	EXPENDABLE WELDING SPL 5770								
	OTHER REPAIR/MAINT. SP 5990								
203	REPAIR & MAINTENANCE	35120	893	23787	10440	100.0	67.7	11,332-	32.2-
16469	SUPPLIES AND EXPENSES	378463	1,118	311466	65879	100.0	82.2	66,997-	17.7-
	PROFESSIONAL SERVICES								
	CONSULTANT SERV/SURVEY 6020								
2387	LEGAL 6025	898894		689033	209861	100.0	76.6	209,861-	23.3-
	MEDICAL 6027								
1778	OTHER PROFESSIONAL SER 6049	276000		282345	6345-	100.0	102.2	6,345	2.2
4165	PROFESSIONAL SERVICE	1174894		971378	203516	100.0	82.6	203,515-	17.3-
	TRANSPORTATION								
	TRAVEL EXPENSE 6110	2475		2473	2	100.0	99.9	1-	
200	FREIGHT 6120	525		258	267	100.0	49.1	267-	50.8-
	MESSENGER/EXPRESS SERV 6130								
200	TRANSPORTATION	3000		2731	269	100.0	91.0	268-	8.9-
	ADVERTISING								
	ADVERTISING 6150								
	ADVERTISING								
	INSURANCE								
	PUBLIC LIAB/PROPERTY D 6255								
	AUTOMOBILE INSURANCE 6265								
	INSURANCE								
	UTILITIES								
50135	ELECTRICITY 6305	830306		720958	109348	100.0	86.8	109,348-	13.1-
	INTERFUND ENERGY REIMB 6307								
50135	UTILITIES	830306		720958	109348	100.0	86.8	109,348-	13.1-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M 6350								
2833	ELECTRICAL R&M 6355	24500	5,000	10128	9372	100.0	41.3	14,372-	58.6-
41237	FIXED EQUIPMENT R&M 6380	200000	30,825	134400	34775	100.0	67.2	65,600-	32.8-
	MINOR EQUIPMENT R&M 6382								
254	MOTOR VEHICLE EQ. R&M 6384	3000		2031	969	100.0	67.7	968-	32.2-
	CONSTRUCTION EQUIP R&M 6386	500			500	100.0		500-	100.0-
	COMMUNICATION EQ. R&M 6390								
	DISINFECT./EXTERMINATI 6394	550		510	40	100.0	92.7	40-	7.2-
	TOW IN CHARGES 6398	320		285	35	100.0	89.0	34-	10.6-
	OTHER REPAIRS AND MAIN 6399	300			300	100.0		300-	100.0-
44324	REPR/MAINT-OUTSIDE L	229170	35,825	147354	45991	100.0	64.2	81,816-	35.7-
	RENTALS								
	MACHINERY RENT 6420								
314	UNIFORM RENT 6430	2700		1780	920	100.0	65.9	920-	34.0-

314	RENTALS	2700		1780	920	100.0	65.9	920-	34.0-
	OTHER SERVICES & CHARGE								
	SETTLEMENT OF DAMAGE CLAIMS 6700								
	DUES AND MEMBERSHIPS 6840								
	REGISTRATION FEE/TUITI 6845								
	SERVICES NOT SPECIFIED 6999	19969		17250	2719	100.0	86.3	2,719-	13.6-
	OTHER SERVICES & CHA	19969		17250	2719	100.0	86.3	2,719-	13.6-
99138	OTHER SERVICES & CHAR	2260039	35,825	1861452	362763	100.0	82.3	398,587-	17.6-
	IMPROVEMENT OTHER THAN SEWERS								
	STREETS & ROADWAYS 7230								
	OTHER IMPROVEMENTS								
	IMPROVEMENT OTHER TH MACHINERY AND EQUIPMENT								
1856	OFFICE FURN/EQUIP. 7325	12375		12057	318	100.0	97.4	317-	2.5-
	DATA PROCESSING EQUIP. 7327								
	AGRICULTURAL EQUIPMENT 7335								
39800	COMMUNICATION EQUIPMEN 7355	637625		629295	8330	100.0	98.6	8,329-	1.3-
	OTHER EQUIPMENT 7399								
41656	MACHINERY AND EQUIPM	650000		641352	8648	100.0	98.6	8,648-	1.3-
	VEHICLES								
	AUTOMOBILES 7400								
	SPECIAL TRUCKS 7450	31981		31981		100.0	100.0		
	VEHICLES	31981		31981		100.0	100.0		
41656	CAPITAL OUTLAY	681981		673333	8648	100.0	98.7	8,647-	1.2-
	CAPITAL LEASE PAYMENTS								
	ENERGY IMPR LEASE 8517								
	CAPITAL LEASE PAYMEN								
	INTEREST ON CAPITAL LEA								
	ENERGY IMPR LEASE 8617								
	INTEREST ON CAPITAL								
	DEBT SERVICE								
182480	EXPENDITURES	3629327	36,943	3100650	491734	100.0	85.4	528,677-	14.5-

010451 - W&S B&I-REVENUE OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
69500	CONSULTANT SERV/SURVEY	6020			94500	94500-		94,500	
89170	LEGAL	6025			160174	160174-		160,173	
	OTHER PROFESSIONAL SER	6049			53050	53050-		53,049	
	BONDS REDEEMED								
7080000	GENERAL ISSUES	8000	605000		12235000	11630000-	100.0 22.3	11,629,999	922.3
1225000	REVENUE ISSUES	8010	1765000		2314881	549881-	100.0 131.1	549,881	31.1
	5 YEAR NOTE PRINCIPAL	8021							
8305000	BONDS REDEEMED		2370000		14549881	12179881-	100.0 613.9	12,179,881	513.9
	INTEREST ON BONDS								
70803	GENERAL ISSUES	8100	258641		276215	17574-	100.0 106.7	17,573	6.7
347556	REVENUE ISSUES	8110	1906375		1545122	361253	100.0 81.0	361,252-	18.9-
	5 YEAR NOTE INTEREST	8121							
418359	INTEREST ON BONDS		2165016		1821337	343679	100.0 84.1	343,678-	15.8-
	PAYING AGENT FEES								
7315	GENERAL ISSUES	8400	8000		12395	4395-	100.0 154.9	4,394	54.9
	REVENUE ISSUES	8410							
7315	PAYING AGENT FEES		8000		12395	4395-	100.0 154.9	4,394	54.9
8730674	DEBT SERVICE		4543016		16383613	11840597-	100.0 360.6	11,840,597	260.6
8889344	EXPENDITURES		4543016		16691337	12148321-	100.0 367.4	12,148,321	267.4

010500 - W&S B&I-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T W & S RFDG.BONDS 9000 65							
	T/T W & S CONSTRUCTION 9000 75							
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	TRANSFERS TO OTHER F							
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	TRANSFERS							
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	EXPENDITURES							

011451 - WATER & SEWER-REV.OBLIGATN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	NOTE PRINCIPAL								
20951	SRF NOTE	8222	397000		396589	411	100.0 99.8	410-	.1-
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20951	NOTE PRINCIPAL		397000		396589	411	100.0 99.8	410-	.1-
	INTEREST ON NOTES								
1183	SRF NOTE	8332	22700		22698	2	100.0 99.9	2-	
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1183	INTEREST ON NOTES		22700		22698	2	100.0 99.9	2-	
	PAYING AGENT FEES								
	REVENUE ISSUES	8410	8500		8100	400	100.0 95.2	400-	4.7-
-----			-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES		8500		8100	400	100.0 95.2	400-	4.7-
	CAPITAL LEASE PAYMENTS								
	2012 EQUIP LEASE	8514							
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	CAPITAL LEASE PAYMEN								
	INTEREST ON CAPITAL LEA								
	2012 EQUIP LEASE	8614							
-----			-----	-----	-----	-----	-----	-----	-----
	INTEREST ON CAPITAL								
-----			-----	-----	-----	-----	-----	-----	-----
22134	DEBT SERVICE		428200		427387	813	100.0 99.8	812-	.1-
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22134	EXPENDITURES		428200		427387	813	100.0 99.8	812-	.1-

011500 - WATER & SEWER-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01	250000			250000	100.0	250,000-	100.0-
802469	T/T WATER & SEWER O&M 9000 09	9750000		9750000		100.0 100.0		
	T/T WATER & SEWER B&I 9000 10							
137449	T/T WATER & SEWER B&I 9000 10A	1670000		1670000		100.0 100.0		
72016	T/T WATER & SEWER B&I 9000 10B	875000		875000		100.0 100.0		
98755	T/T WATER & SEWER B&I 9000 10C	1350000		1350000		100.0 100.0		
	T/T 2010 W&S GO BOND 9000 10GO			185185	185185-		185,185	
74074	T/T W&SB&I (METER GO) 9000 10M	900000		900000		100.0 100.0		
	T/T W&SB&I-USA YEAST P 9000 15							
	T/T WATER & SEWER CONT 9000 17							
1351318	T/T W & S CONSTRUCTION 9000 75	2107600		5066056	2958456-	100.0 240.3	2,958,455	140.3
	T/T 2010 W&S GO BOND 9000 99							
-----		-----	-----	-----	-----	-----	-----	-----
2536082	TRANSFERS TO OTHER F	16902600		19796242	2893642-	100.0 117.1	2,893,641	17.1
-----		-----	-----	-----	-----	-----	-----	-----
2536082	TRANSFERS	16902600		19796242	2893642-	100.0 117.1	2,893,641	17.1
-----		-----	-----	-----	-----	-----	-----	-----
2536082	EXPENDITURES	16902600		19796242	2893642-	100.0 117.1	2,893,641	17.1

011660 - WATER & SEWER-CUST.ACCT.DIV.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	RENTALS							
108	OFFICE EQUIPMENT RENT 6410	2000		1415	585	100.0 70.7	585-	29.2-
108	RENTALS	2000		1415	585	100.0 70.7	585-	29.2-
	OTHER SERVICES & CHARGE							
	DEPR. EXPENSE - METERS 6800							
635-	CASH OVERAGE/SHORTAGE 6819			635-	635		634	
184	BANK SERV/TRF FEE 6832	2400		2416	16-	100.0 100.6	15	.6
11575-	REFUNDS	38000		3945-	41945	100.0 10.3	34,054-	89.6-
	NSF CHECKS 6836							
	BAD DEBT EXPENSE 6837							
84	BANK NSF FEES 6838	2000		1445	555	100.0 72.2	555-	27.7-
	OTHER INCOME EXPENSE 6839			4000-	4000		3,999	
11942-	OTHER SERVICES & CHA	42400		4719-	47119	100.0 11.1	37,680-	88.8-
11834-	OTHER SERVICES & CHAR	44400		3304-	47704	100.0 7.4	41,096-	92.5-
11834-	EXPENDITURES	44400		3304-	47704	100.0 7.4	41,096-	92.5-

012452 - 1999 TAX INCRE B&I-GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

013450 - CITY B&I-GENERAL OBLIGATIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	CONSULTANT SERV/SURVEY 6020			27235	27235-		27,235	
	LEGAL FEES 6025			75735	75735-		75,735	
	OTHER SERVICES 6049			63100	63100-		63,099	
	INTERGOV'TL-DEBT SERV P&I-FORREST CTY(KOHLER 6455							
-----	INTERGOV'TL-DEBT SER OTHER SERVICES & CHARGE	-----	-----	-----	-----	-----	-----	-----
1126	PROP.TAX COLL. FEES .0 6830	14000		12870	1130	100.0 91.9	1,130-	8.0-
642	PROP.TAX COLL. FEES.00 6831	25000		17828	7172	100.0 71.3	7,171-	28.6-
	BANK SERV/TRF FEE 6832							
-----	1768 OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
		39000		30698	8302	100.0 78.7	8,301-	21.2-
-----	1768 OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
		39000		196769	157769-	100.0 504.5	157,768	404.5
	BONDS REDEEMED							
	GENERAL ISSUES 8000	2515000		8005000	5490000-	100.0 318.2	5,489,999	218.2
	IND/ECON DEV ISSUES 8020	290000		290000		100.0 100.0		
	5 YEAR NOTE PRINCIPAL 8021							
-----	BONDS REDEEMED	-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	2805000		8295000	5490000-	100.0 295.7	5,490,000	195.7
	GENERAL ISSUES 8100	367388		355144	12244	100.0 96.6	12,244-	3.3-
	IND/ECON DEV ISSUES 8120							
	5 YEAR NOTE INTEREST 8121							
-----	INTEREST ON BONDS	-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	367388		355144	12244	100.0 96.6	12,244-	3.3-
	GENERAL ISSUES 8400	15000		9740	5260	100.0 64.9	5,259-	35.0-
	IND/ECON DEV ISSUES 8420							
-----	PAYING AGENT FEES	-----	-----	-----	-----	-----	-----	-----
		15000		9740	5260	100.0 64.9	5,259-	35.0-
-----	DEBT SERVICE	-----	-----	-----	-----	-----	-----	-----
		3187388		8659884	5472496-	100.0 271.6	5,472,496	171.6
-----	1768 EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
		3226388		8856652	5630264-	100.0 274.5	5,630,263	174.5

014599 - SCHOOL FUND-MISC.CHARGES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
6694	PROP.TAX COLL. FEES .0 6830			134461	134461-		134,461	
4053	PROP.TAX COLL. FEES.00 6831			41109	41109-		41,109	
-----		-----	-----	-----	-----	-----	-----	-----
10746	OTHER SERVICES & CHA			175570	175570-		175,569	
-----		-----	-----	-----	-----	-----	-----	-----
10746	OTHER SERVICES & CHAR			175570	175570-		175,569	
-----		-----	-----	-----	-----	-----	-----	-----
10746	EXPENDITURES			175570	175570-		175,569	

015451 - W&S B&I USA YEAST-REV OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	REVENUE ISSUES	8010						
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	REVENUE ISSUES	8110						
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	REVENUE ISSUES	8410						
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

018701 - P&FD&R-TRUST AND AGENCY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010							
366	OTHER PROFESSIONAL SER 6049			25898	25898-		25,898	
-----		-----	-----	-----	-----	-----	-----	-----
366	PROFESSIONAL SERVICE			25898	25898-		25,898	
	OTHER SERVICES & CHANGE							
208578	PENSION EXPENSE 6825			2493142	2493142-		2,493,141	
477	PROP.TAX COLL. FEES .0 6830			5651	5651-		5,650	
272	PROP.TAX COLL. FEES.00 6831			7558	7558-		7,557	
	REFUNDS							
-----		-----	-----	-----	-----	-----	-----	-----
209327	OTHER SERVICES & CHA			2506352	2506352-		2,506,352	
-----		-----	-----	-----	-----	-----	-----	-----
209693	OTHER SERVICES & CHAR			2532249	2532249-		2,532,249	
-----		-----	-----	-----	-----	-----	-----	-----
209693	EXPENDITURES			2532249	2532249-		2,532,249	

019100 - POL.FORFEITURES-POLICE DIV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%	
	OFFICE SUPPLIES								
	OTHER EXPENDABLE OFF.S 5010								
	OFFICE SUPPLIES								
	OPERATING SUPPLIES								
	FOOD 5115								
	GAS AND OIL 5250								
	UNIFORMS, BADGES, ETC. 5350								
	WEARING APPAREL 5355								
	WEARING APPAREL-HURR R 5356								
	MINOR EQUIPMENT 5460								
	DISPATCHER TRNG.MATERI 5468								
	MINOR EQ-HURR.RELIEF 5471								
	OTHER OPER.MATLS-K-9 S 5590								
	OTHER OPER.MATLS-CRIME 5591	12000		4115	7885	100.0	34.2	7,885-	65.7-
516	OTHER OPER.MATLS-D.A.R 5592	157355	4,441	13006	139908	100.0	8.2	144,349-	91.7-
	OTHER OPER-NON-SWORN C 5595								
	PAINT AND PAINTING SPL 5650								
	COMMUNICATION REPAIR P 5750								
	MINOR COMPUTER EQUIP. 5800								
516	OPERATING SUPPLIES	169355	4,441	17121	147793	100.0	10.1	152,233-	89.8-
516	SUPPLIES AND EXPENSES	169355	4,441	17121	147793	100.0	10.1	152,233-	89.8-
	PROFESSIONAL SERVICES								
	METRO CRIME STOPPERS 6039	20000			20000	100.0		20,000-	100.0-
	FEES - NON-SWORN CLASS 6044								
	OTHER PROFESSIONAL SER 6049								
	PROFESSIONAL SERVICE	20000			20000	100.0		20,000-	100.0-
	COMMUNICATIONS								
	TELEPHONE AND TELEGRAP 6060								
	COMMUNICATIONS								
	TRANSPORTATION								
	TRAVEL EXPENSE 6110								
	TRAVEL EXP-M/C TRAININ 6112	3600		524	3076	100.0	14.5	3,075-	85.4-
	TRAVEL EXP-K-9 TRAININ 6113								
	TRAVEL EXP-TELECOMMUNI 6114								
	TRAVEL/REG-NON SWORN P 6117								
	FREIGHT 6120								
	TRANSPORTATION	3600		524	3076	100.0	14.5	3,075-	85.4-

ADVERTISING									
ADVERTISING	6150								
ADVERTISING									
PRINTING AND BINDING									
PRINTING	6200								
PRINTING AND BINDING									
OTHER SERVICES & CHARGE									
EVIDENCE BUY MONEY									
DUES AND MEMBERSHIPS	6840	2500		330	2170	100.0	13.2	2,170-	86.8-
REGISTRATION FEE/TUITI	6845								
OTHER SERVICES & CHA		2500		330	2170	100.0	13.2	2,170-	86.8-
OTHER SERVICES & CHAR		26100		854	25246	100.0	3.2	25,245-	96.7-
LAND									
LAND	7000								
LAND									
BUILDING/BLD IMPROVEMEN									
BUILDINGS									
BUILDING/BLD IMPROVE									
MACHINERY AND EQUIPMENT									
OFFICE FURN/EQUIP.	7325								
DATA PROCESSING EQUIP.	7327								
COMMUNICATION EQUIPMEN	7355								
EQUIP-HURR.RELIEF	7376								
OTHER EQUIPMENT	7399	92612	8,917	4794	78901	100.0	5.1	87,818-	94.8-
MACHINERY AND EQUIPM		92612	8,917	4794	78901	100.0	5.1	87,818-	94.8-
VEHICLES									
AUTOMOBILES	7400	28992		28992		100.0	100.0		
MOTORCYCLES	7405								
VEHICLES		28992		28992		100.0	100.0		
OTHER									
ZOOLOGICAL ANIMALS	7505								
OTHER									
CAPITAL OUTLAY		121604	8,917	33786	78901	100.0	27.7	87,818-	72.2-
EXPENDITURES		317059	13,358	51761	251940	100.0	16.3	265,298-	83.6-

020452 - 2002 TIF B&I-S/P GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020	130000		130000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	130000		130000		100.0 100.0		
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120	117128		117128	1	100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	117128		117128	1	100.0 100.0		
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000		1250	750	100.0 62.5	749-	37.4-
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000		1250	750	100.0 62.5	749-	37.4-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	249128		248378	751	100.0 99.6	749-	.3-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	249128		248378	751	100.0 99.6	749-	.3-

021452 - 2004 TIF B&I-H/D GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
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	PAYING AGENT FEES							
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

022452 - 2003 TIF B&I-C/S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020	110000		110000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	110000		110000		100.0 100.0		
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120	82688		82688	1	100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	82688		82688	1	100.0 100.0		
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	2000		2000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	PAYING AGENT FEES	2000		2000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	194688		194688	1	100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	194688		194688	1	100.0 100.0		

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

	TRANSFERS TO OTHER F								
	TRANSFERS								
	EXPENDITURES								

023452 - 2007 TIF B&I-T/C GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020	345000		345000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	BONDS REDEEMED	345000		345000		100.0 100.0		
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120	107689		107689		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON BONDS	107689		107689		100.0 100.0		
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	5000		3500	1500	100.0 70.0	1,499-	29.9-
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	PAYING AGENT FEES	5000		3500	1500	100.0 70.0	1,499-	29.9-
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	457689		456189	1500	100.0 99.6	1,499-	.3-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	457689		456189	1500	100.0 99.6	1,499-	.3-

024452 - 2008 TIF B&I-L/C GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020	40000		40000		100.0 100.0		
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	BONDS REDEEMED	40000		40000		100.0 100.0		
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120	14800		14800		100.0 100.0		
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	INTEREST ON BONDS	14800		14800		100.0 100.0		
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420	1000		850	150	100.0 85.0	150-	15.0-
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	PAYING AGENT FEES	1000		850	150	100.0 85.0	150-	15.0-
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	DEBT SERVICE	55800		55650	150	100.0 99.7	150-	.2-
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	EXPENDITURES	55800		55650	150	100.0 99.7	150-	.2-

025452 - 2011 TIF B&I-KOHL'S GEN OBLIGA

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OTHER SERVICES & CHARGE								
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
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OTHER SERVICES & CHAR								
BONDS REDEEMED								
	IND/ECON DEV ISSUES 8020	65000		65000		100.0 100.0		
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BONDS REDEEMED								
	INTEREST ON BONDS	65000		65000		100.0 100.0		
	IND/ECON DEV ISSUES 8120	22750		22750		100.0 100.0		
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INTEREST ON BONDS								
	PAYING AGENT FEES	22750		22750		100.0 100.0		
	IND/ECON DEV ISSUES 8420	2000		1940	60	100.0 97.0	59-	2.9-
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PAYING AGENT FEES								
		2000		1940	60	100.0 97.0	59-	2.9-
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DEBT SERVICE								
		89750		89690	60	100.0 99.9	59-	
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EXPENDITURES								
		89750		89690	60	100.0 99.9	59-	

026452 - 2016 TIF B&I-WHISP PINES EXPEN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
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	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
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	PAYING AGENT FEES							
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	DEBT SERVICE							
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	EXPENDITURES							

027500 - TAX COLLECTOR'S-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
858671	T/T GENERAL FUND 9000 01			14914509	14914509-		14,914,509	
	T/T GENERAL FD-C.C. FE 9000 01CC							
73453	T/T GENERAL FD-EXCESS 9000 01EB			73453	73453-		73,453	
4466	T/T GENERAL FD-CHKG IN 9000 01CHK			4466	4466-		4,466	
118185	T/T GENERAL FD-INT/PEN 9000 01IP			395620	395620-		395,619	
49925	T/T PARKS & RECERATION 9000 02			872805	872805-		872,805	
48674	T/T LIBRARY 9000 04			851157	851157-		851,157	
	T/T 1999 TAX INCRE B&I 9000 12							
174710	T/T CITY B & I 9000 13			3054739	3054739-		3,054,739	
807624	T/T SCHOOL FUND 9000 14			16757657	16757657-		16,757,656	
106690	T/T SCHOOL-1988 SCH.BO 9000 14SB			2278070	2278070-		2,278,070	
79227	T/T POL/FIRE DIS./RELI 9000 18			1309340	1309340-		1,309,340	
	T/T 2002 TIF B&I-SP 9000 20			50000	50000-		50,000	
	T/T 2004 TIF B&I-HD 9000 21							
	T/T 2003 TIF B&I-CS 9000 22			90000	90000-		90,000	
	T/T 2007 TIF B&I-TC 9000 23			125000	125000-		125,000	
	T/T 2008 TIF B&I-LC 9000 24							
	T/T 2011 TIF B&I-TC KO 9000 25			35000	35000-		35,000	
	T/T '16 TIF B&I-WHISPE 9000 26							
12373	T/T MASS TRANSIT OPER. 9000 73			216085	216085-		216,085	
	T/T 2008 TIF CONSTR-LC 9000 90							
-----		-----	-----	-----	-----	-----	-----	-----
2333996	TRANSFERS TO OTHER F			41027899	41027899-		41,027,899	
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2333996	TRANSFERS			41027899	41027899-		41,027,899	
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2333996	EXPENDITURES			41027899	41027899-		41,027,899	

028452 - 2016 TIF B&I-HBRG CLINIC MIDTN

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
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	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
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	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
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	PAYING AGENT FEES							
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	DEBT SERVICE							
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	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	 %
	SALARIES								
	REGULAR WAGES	4000							
	OVERTIME	4300							
	SALARIES								
	EMPLOYEE BENEFITS								
	STATE RETIREMENT	4600							
	F.I.C.A. TAXES	4700							
	HOSPITALIZATION INS.	4800							
	EMPLOYEE BENEFITS								
	PERSONAL SERVICES								
	OPERATING SUPPLIES								
	GAS AND OIL	5250							
	MINOR EQUIPMENT	5460							
	OTHER OPERATING MATL/S	5590							
	OPERATING SUPPLIES								
	REPAIR & MAINTENANCE SP								
	PLUMBING SUPPLIES	5610							
	PAINT AND PAINTING SPL	5650							
	OTHER REPAIR/MAINT. SP	5990							
	REPAIR & MAINTENANCE								
	SUPPLIES AND EXPENSES								
8465	PROFESSIONAL SERVICES								
	ENGINEERING	6015	31328	8465	22863	100.0	27.0	22,863-	72.9-
	LEGAL	6025							
8465	PROFESSIONAL SERVICE		31328	8465	22863	100.0	27.0	22,863-	72.9-
	REPR/MAINT-OUTSIDE LABO								
	BUILDING R&M	6350							
	STREETS & STRUCTURES R	6360							
	DISINFECT./EXTERMINATI	6394							
	OTHER REPAIRS AND MAIN	6399	32415	15850	16565	100.0	48.8	16,565-	51.1-
	AUTOMOTIVE EQ. RENT	6415							
	OTHER RENT	6449							
	REPR/MAINT-OUTSIDE L		32415	15850	16565	100.0	48.8	16,565-	51.1-

8465	OTHER SERVICES & CHAR	63743	24315	39428	100.0	38.1	39,427-	61.8-
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS 7230							
	STREET LIGHTING 7235							
	LIGHTING SYSTEM 7236							
42787	OTHER IMPROVEMENTS	2508767	2508728	39	100.0	99.9	38-	
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42787	IMPROVEMENT OTHER TH	2508767	2508728	39	100.0	99.9	38-	
	MACHINERY AND EQUIPMENT							
	DATA PROCESSING EQUIP. 7327							
	AGRICULTURAL EQUIPMENT 7335							
	COMMUNICATION EQUIPMEN 7355							
	OTHER EQUIPMENT 7399							
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	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
42787	CAPITAL OUTLAY	2508767	2508728	39	100.0	99.9	38-	
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51252	EXPENDITURES	2572510	2533044	39466	100.0	98.4	39,466-	1.5-

050452 - 2015A TIF B&I-RIDGE/TURTLE CRK

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
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	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
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	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
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	PAYING AGENT FEES							
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	DEBT SERVICE							
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	EXPENDITURES							

050602 - 2015 TIF B&I-RIDGE/MIDTOWN MAR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
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	PROFESSIONAL SERVICE							
	INSURANCE							
	OTHER INSURANCE 6299							
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	INSURANCE							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	GENERAL ISSUES 8000							
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	BONDS REDEEMED							
	INTEREST ON BONDS							
	GENERAL ISSUES 8100							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	GENERAL ISSUES 8400							
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	PAYING AGENT FEES							
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	DEBT SERVICE							
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	EXPENDITURES							

051452 - 2015B TIF B&I-MIDTOWN MARKET

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	PROP.TAX COLL. FEES .0 6830							
	PROP.TAX COLL. FEES.00 6831							
	BANK SERV/TRF FEE 6832							
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	OTHER SERVICES & CHA							
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	OTHER SERVICES & CHAR							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES 8020							
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	BONDS REDEEMED							
	INTEREST ON BONDS							
	IND/ECON DEV ISSUES 8120							
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	INTEREST ON BONDS							
	PAYING AGENT FEES							
	IND/ECON DEV ISSUES 8420							
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	PAYING AGENT FEES							
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	DEBT SERVICE							
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	EXPENDITURES							

072201 - MUN.ROAD&BRIDGE-STREET DIV

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	CHEMICALS 5130							
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	SAND, CLAY, GRVL, FILL DI 5415							
	DRAINAGE PIPE & CULVER 5420							
	MINOR EQUIPMENT 5460							
	STREET MARKING SUPPLIE 5550							
OPERATING SUPPLIES								
	REPAIR & MAINTENANCE SP							
	BUILDING MATERIALS & S 5600							
	PLUMBING SUPPLIES 5610							
	STRUCTURAL STEEL & IRO 5620							
REPAIR & MAINTENANCE								
SUPPLIES AND EXPENSES								
15272	PROFESSIONAL SERVICES							
	ENGINEERING 6015	302300		301790	510	100.0 99.8	509-	.1-
	APPRAISAL 6017							
	LEGAL 6025	28850		28831	19	100.0 99.9	18-	
	OTHER PROFESSIONAL SER 6049	35550		34210	1340	100.0 96.2	1,340-	3.7-
15272	PROFESSIONAL SERVICE	366700		364831	1869	100.0 99.4	1,868-	.5-
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
TRANSPORTATION								
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360	806700	493,391	302701	10608	100.0 37.5	503,998-	62.4-
	MINOR EQUIPMENT R&M 6382							
	REPR/MAINT-OUTSIDE L	806700	493,391	302701	10608	100.0 37.5	503,998-	62.4-
	RENTALS							
	MACHINERY RENT 6420							
RENTALS								
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832							
	8/29 TIPPING FEES							

OTHER SERVICES & CHA																			
-----	15272	OTHER SERVICES & CHAR		-----	1173400	-----	493,391	-----	667532	-----	12477	-----	100.0	-----	56.8	-----	505,867-	-----	43.1-
		LAND																	
		LAND	7000		58960				50660		8300		100.0		85.9		8,299-		14.0-
		EASEMENTS	7010																
-----		LAND		-----	58960	-----		-----	50660	-----	8300	-----	100.0	-----	85.9	-----	8,299-	-----	14.0-
		IMPROVEMENT OTHER THAN																	
		BRIDGES			48500				47900		600		100.0		98.7		599-		1.2-
		DRAINS											100.0		98.7				1.2-
	1683	SIDEWALKS			1807191				60535		1746656		100.0		3.3		1,746,655-		96.6-
	21970	STREETS & ROADWAYS			4722605				1897806		2824799		100.0		40.1		2,824,799-		59.8-
		OTHER IMPROVEMENTS			235353				201484		33869		100.0		85.6		33,869-		14.3-
-----				-----		-----		-----		-----		-----		-----		-----		-----	
	23653	IMPROVEMENT OTHER TH			6813649				2207725		4605924		100.0		32.4		4,605,923-		67.5-
		MACHINERY AND EQUIPMENT																	
		AGRICULTURAL EQUIPMENT	7335																
		CONSTRUCTION EQUIPMENT	7345																
-----				-----		-----		-----		-----		-----		-----		-----		-----	
		MACHINERY AND EQUIPM																	
		VEHICLES																	
		AUTOMOBILES	7400																
		PICK UP TRUCKS	7420																
		DUMP TRUCKS	7440																
		SPECIAL TRUCKS	7450																
-----				-----		-----		-----		-----		-----		-----		-----		-----	
		VEHICLES																	
-----				-----		-----		-----		-----		-----		-----		-----		-----	
	23653	CAPITAL OUTLAY			6872609				2258385		4614224		100.0		32.8		4,614,223-		67.1-
-----				-----		-----		-----		-----		-----		-----		-----		-----	
	38925	EXPENDITURES			8046009				493,391		2925917		100.0		36.3		5,120,092-		63.6-

072460 - MUN.R&B FUND-CAPITAL LEASES

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
CAPITAL LEASE PAYMENTS								
	TRACTOR LEASE '11 8512	75581		75581		100.0 100.0		
	BACKHOE LEASE '11 8514	39493		40488	995-	100.0 102.5	995	2.5
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL LEASE PAYMEN	115074		116069	995-	100.0 100.8	994	.8
	INTEREST ON CAPITAL LEA							
	TRACTOR LEASE '11 8612	1395		1394	1	100.0 99.9		
	BACKHOE LEASE '11 8614	700		787	87-	100.0 112.4	87	12.4
-----		-----	-----	-----	-----	-----	-----	-----
	INTEREST ON CAPITAL	2095		2181	86-	100.0 104.1	86	4.1
-----		-----	-----	-----	-----	-----	-----	-----
	DEBT SERVICE	117169		118250	1081-	100.0 100.9	1,081	.9
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	117169		118250	1081-	100.0 100.9	1,081	.9

072500 - MUN.ROAD&BRIDGE-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT	PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN ACTUAL	OVER/UNDER	%
	TRANSFERS TO OTHER FUND								
	T/T GENERAL FUND	9000 01							
	T/T SPECIAL STREET	9000 08							
	T/T COMMUNITY DEVELOPM	9000 82							
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F								
-----			-----	-----	-----	-----	-----	-----	-----
	TRANSFERS								
-----			-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES								

073570 - MASS TRANSIT-TRANSPORTATION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
48917	REGULAR WAGES 4000	489315		468622	20693	100.0 95.7	20,693-	4.2-
	DISASTER RECOVERY WAGE 4010							
6204	OVERTIME 4300	40000		32642	7358	100.0 81.6	7,357-	18.3-
	DISASTER RECOVERY OVER 4310			248	248-		248	
55121	SALARIES	529315		501513	27802	100.0 94.7	27,801-	5.2-
EMPLOYEE BENEFITS								
8682	STATE RETIREMENT 4600	83370		79006	4364	100.0 94.7	4,364-	5.2-
4073	F.I.C.A. TAXES 4700	40500		36861	3639	100.0 91.0	3,638-	8.9-
6750	HOSPITALIZATION INS. 4800	102000		96534	5466	100.0 94.6	5,466-	5.3-
	UNEMPLOYMENT BENEFITS 4900	1500			1500	100.0	1,500-	100.0-
	WORKMAN'S COMPENSATION 4910	17020			17020	100.0	17,020-	100.0-
19504	EMPLOYEE BENEFITS	244390		212401	31989	100.0 86.9	31,988-	13.0-
74625	PERSONAL SERVICES	773705		713913	59792	100.0 92.2	59,791-	7.7-
OFFICE SUPPLIES								
3	PAPER 5003	300		285	15	100.0 95.0	14-	4.6-
	PRINTED FORMS 5005							
148-	OTHER EXPENDABLE OFF.S 5010	2100		1898	202	100.0 90.3	201-	9.5-
	MINOR OFFICE EQUIP/FUR 5020	2100		1359	741	100.0 64.7	740-	35.2-
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
13	COMPUTER SUPPLIES 5080	1500		202	1298	100.0 13.4	1,298-	86.5-
132-	OFFICE SUPPLIES	6000		3743	2257	100.0 62.3	2,257-	37.6-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	1300		363	937	100.0 27.9	936-	72.0-
	FOOD 5115	1000		887	113	100.0 88.7	113-	11.3-
	MEDICAL SUPPLIES 5120							
	CHEMICALS 5130	600		421	179	100.0 70.1	178-	29.6-
1952	GAS AND OIL 5250	10000		7392	2608	100.0 73.9	2,608-	26.0-
	LUBRICANTS 5255	500		50	450	100.0 10.0	449-	89.8-
6311	DIESEL FUEL 5257	125000		65631	59369	100.0 52.5	59,368-	47.4-
	OTHER FUEL 5260							
	WEARING APPAREL 5355	1100		413	687	100.0 37.5	687-	62.4-
	CONCRETE, CEMENT, ETC. 5405							
	SAND,CLAY,GRVL,FILL DI 5415							
749	HAND TOOLS 5450	900	98	749	54	100.0 83.2	151-	16.7-
	MINOR EQUIPMENT 5460							
140	OTHER OPERATING MATL/S 5590	3900		3743	157	100.0 95.9	157-	4.0-

9151	OPERATING SUPPLIES		144300	98	79650	64553	100.0	55.1	64,650-	44.8-
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1000		19	981	100.0	1.9	980-	98.0-
	ELECTRICAL SUPPLIES	5605	561		61	500	100.0	10.8	499-	88.9-
10	PLUMBING SUPPLIES	5610	500		18	482	100.0	3.6	482-	96.4-
	PAINT AND PAINTING SPL	5650	500			500	100.0		500-	100.0-
87	MTR VEHICLE REP. PTS/S	5700	1600		747	853	100.0	46.6	852-	53.2-
	REPAIR PARTS - BUSES	5710								
2747	REPAIR PARTS - FIXED R	5710 01	50000	444	47743	2702	100.0	95.4	2,256-	4.5-
96	REPAIR PARTS - PARATRA	5710 02	10000	126	4848	5025	100.0	48.4	5,152-	51.5-
	COMMUNICATION REPAIR P	5750	1000		52	948	100.0	5.2	948-	94.8-
	AGRICLTRL REPAIR PTS/S	5755								
	OTHER REPAIR/MAINT. SP	5990	2000		1992	8	100.0	99.6	8-	.4-
2940	REPAIR & MAINTENANCE		67161	318	55479	12000	100.0	82.6	11,681-	17.3-
11960	SUPPLIES AND EXPENSES		217461	220	138872	78809	100.0	63.8	78,588-	36.1-
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	CONSULTANT SERV/SURVEY	6020								
	BUILDING/BUS SECURITY	6021	1000		240	760	100.0	24.0	760-	76.0-
	MEDICAL	6027								
	OTHER PROFESSIONAL SER	6049	3710		4720	1010-	100.0	127.2	1,009	27.1
	PROFESSIONAL SERVICE		4710		4960	250-	100.0	105.3	249	5.2
	COMMUNICATIONS									
308	TELEPHONE AND TELEGRAP	6060	3800		3756	44	100.0	98.8	44-	1.1-
	POSTAGE	6070	200			200	100.0		200-	100.0-
308	COMMUNICATIONS		4000		3756	244	100.0	93.9	244-	6.1-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	4700		18	4682	100.0	.3	4,682-	99.6-
200	FREIGHT	6120	350		319	31	100.0	91.1	30-	8.5-
	MESSENGER/EXPRESS SERV	6130								
200	TRANSPORTATION		5050		337	4713	100.0	6.6	4,712-	93.3-
	ADVERTISING									
	ADVERTISING	6150	5000		1570	3430	100.0	31.4	3,430-	68.6-
	ADVERTISING		5000		1570	3430	100.0	31.4	3,430-	68.6-
	PRINTING AND BINDING									
	PRINTING	6200	2500		1692	808	100.0	67.6	808-	32.3-
	PRINTING AND BINDING		2500		1692	808	100.0	67.6	808-	32.3-
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255			47596	47596-			47,595	
	AUTOMOBILE INSURANCE	6265	47600			47600	100.0		47,600-	100.0-
	SURETY AND FORGERY BON	6270								
	INSURANCE		47600		47596	4	100.0	99.9	4-	
	UTILITIES									

504	ELECTRICITY	6305	16000		11099	4901	100.0	69.3	4,901-	30.6-
504	UTILITIES		16000		11099	4901	100.0	69.3	4,901-	30.6-
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	2400		1975	425	100.0	82.2	424-	17.6-
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500		265	235	100.0	53.0	234-	46.8-
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	6065		4352	1713	100.0	71.7	1,712-	28.2-
	REPR/MAINT-OUTSIDE L		8965		6592	2373	100.0	73.5	2,373-	26.4-
	BUS EQUIPMENT R&M									
1251	BUS EQUIP R&M-FIXED RO	6385 01	72749	12,579	45059	15111	100.0	61.9	27,690-	38.0-
2048	BUS EQUIP R&M-PARATRA	6385 02	31000	4,539	23625	2836	100.0	76.2	7,374-	23.7-
	COMMUNICATION EQ. R&M	6390	5000		1950	3050	100.0	39.0	3,050-	61.0-
	DISINFECT./EXTERMINATI	6394	250		204	46	100.0	81.6	46-	18.4-
	SIGN PAINTING	6396	800		45	755	100.0	5.6	754-	94.2-
	TOW IN CHARGES	6398	900	250		650	100.0		900-	100.0-
	OTHER REPAIRS AND MAIN	6399								
3299	BUS EQUIPMENT R&M		110699	17,368	70883	22448	100.0	64.0	39,816-	35.9-
	RENTALS									
	CYLINDER RENT	6425	100			100	100.0		100-	100.0-
242	UNIFORM RENT	6430	3000		2802	198	100.0	93.4	198-	6.6-
26	OTHER RENT	6449	500		270	230	100.0	54.0	230-	46.0-
267	RENTALS		3600		3073	527	100.0	85.3	526-	14.6-
	OTHER SERVICES & CHARGE									
80	PROP.TAX COLL. FEES .0	6830	1000		911	89	100.0	91.1	89-	8.9-
45	PROP.TAX COLL. FEES.00	6831	1500		1261	239	100.0	84.0	238-	15.8-
	DUES AND MEMBERSHIPS	6840	500		300	200	100.0	60.0	200-	40.0-
	REGISTRATION FEE/TUITI	6845	1000		535	465	100.0	53.5	464-	46.4-
	LAUNDRY	6850								
	JARC-OPERATIONS	6868	397964		59780	338184	100.0	15.0	338,183-	84.9-
	ARRA-OPERATIONS	6869								
	SERVICES NOT SPECIFIED	6999	1500		145	1355	100.0	9.6	1,354-	90.2-
125	OTHER SERVICES & CHA		403464		62932	340532	100.0	15.5	340,532-	84.4-
4703	OTHER SERVICES & CHAR		611588	17,368	214490	379730	100.0	35.0	397,097-	64.9-
68400	BUILDING/BLD IMPROVEMEN		73100		72990	110	100.0	99.8	110-	.1-
68400	BUILDING/BLD IMPROVE		73100		72990	110	100.0	99.8	110-	.1-
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS									
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									

	OFFICE FURN/EQUIP.	7325							
	DATA PROCESSING EQUIP.	7327							
	ARRA-DP EQUIP/SOFTWARE	7328							
	AGRICULTURAL EQUIPMENT	7335							
	COMMUNICATION EQUIPMEN	7355	13000		10625	2375	100.0	81.7	2,375- 18.2-
	ARRA-COMMUNICATION EQU	7356							
	ARRA-GPS EQUIPMENT	7357							
	MAJOR EQUIP. IMPROVEME	7390							
	OTHER EQUIPMENT	7399							
-----			-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM		13000		10625	2375	100.0	81.7	2,375- 18.2-
	VEHICLES								
	AUTOMOBILES	7400	50000		48860	1140	100.0	97.7	1,139- 2.2-
	BUSES	7410	331318	321,042		10276	100.0		331,318- 100.0-
	ARRA-TROLLEYS	7415							
	SPECIAL TRUCKS	7450							
-----			-----	-----	-----	-----	-----	-----	-----
	VEHICLES		381318	321,042	48860	11416	100.0	12.8	332,457- 87.1-
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68400	CAPITAL OUTLAY		467418	321,042	132475	13901	100.0	28.3	334,942- 71.6-
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159688	EXPENDITURES		2070172	338,190	1199751	532231	100.0	57.9	870,420- 42.0-

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	ACTUAL	PROJECTED.... OVER/UNDER	%
	OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD	5400							
	OPERATING SUPPLIES								
	SUPPLIES AND EXPENSES								
	PROFESSIONAL SERVICES								
1748	ENGINEERING	6015	364687	364189	498	100.0	99.8	497-	.1-
	LEGAL	6025	11813	11812	1	100.0	99.9	1-	
	OTHER PROFESSIONAL SER	6049							
1748	PROFESSIONAL SERVICE		376500	376001	499	100.0	99.8	499-	.1-
	REPR/MAINT-OUTSIDE LABO								
	STREETS & STRUCTURES R	6360							
	REPR/MAINT-OUTSIDE L								
	OTHER SERVICES & CHARGE								
	SETTLEMT OF DAMAGE CLA	6700	973400	973399	1	100.0	99.9		
	BANK SERV/TRF FEE	6832		86	86-			86	
	SERVICES NOT SPECIFIED	6999	358100	396627	38527-	100.0	110.7	38,527	10.7
	OTHER SERVICES & CHA		1331500	1370112	38612-	100.0	102.8	38,612	2.8
1748	OTHER SERVICES & CHAR		1708000	1746113	38113-	100.0	102.2	38,112	2.2
	LAND								
	LAND	7000							
	EASEMENTS	7010							
	LAND								
	IMPROVEMENT OTHER THAN								
	FENCES/RAILINGS	7212							
	SEWERS		1000000	875033	124967	100.0	87.5	124,967-	12.4-
56821	STREETS & ROADWAYS					100.0	87.5		12.4-
	WATER SYSTEMS		1000000	690810	309190	100.0	69.0	309,190-	30.9-
	OTHER IMPROVEMENTS		400000	126785	273215	100.0	31.6	273,215-	68.3-
56821	IMPROVEMENT OTHER TH		2400000	1692628	707372	100.0	70.5	707,372-	29.4-
	MACHINERY AND EQUIPMENT								
	OFFICE FURN/EQUIP.	7325							
	PIPE	7370							
	OTHER EQUIPMENT	7399							

MACHINERY AND EQUIPM									
56821	CAPITAL OUTLAY	2400000		1692628	707372	100.0	70.5	707,372-	29.4-
58568	EXPENDITURES	4108000		3438741	669259	100.0	83.7	669,258-	16.2-

077650 - COMMUNITY CTR-ADMIN/GENERAL

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
SALARIES								
38285	REGULAR WAGES 4000	355450		355572	122-	100.0 100.0	122	
	DISASTER RECOVERY WAGE 4010							
1161	OVERTIME 4300	13000		9538	3462	100.0 73.3	3,462-	26.6-
	DISASTER RECOVERY OVER 4310							
39446	SALARIES	368450		365110	3340	100.0 99.0	3,340-	.9-
EMPLOYEE BENEFITS								
6213	STATE RETIREMENT 4600	58030		57505	525	100.0 99.0	524-	.9-
2975	F.I.C.A. TAXES 4700	28190		27623	567	100.0 97.9	567-	2.0-
5850	HOSPITALIZATION INS. 4800	84000		77906	6094	100.0 92.7	6,093-	7.2-
	UNEMPLOYMENT BENEFITS 4900	2000			2000	100.0	2,000-	100.0-
	WORKMAN'S COMPENSATION 4910	12610			12610	100.0	12,610-	100.0-
15038	EMPLOYEE BENEFITS	184830		163034	21796	100.0 88.2	21,795-	11.7-
54484	PERSONAL SERVICES	553280		528144	25136	100.0 95.4	25,136-	4.5-
OFFICE SUPPLIES								
	PAPER 5003							
	PRINTED FORMS 5005							
189	OTHER EXPENDABLE OFF.S 5010	1250		1232	18	100.0 98.5	17-	1.3-
120	MINOR OFFICE EQUIP/FUR 5020	750		307	443	100.0 40.9	442-	58.9-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
308	OFFICE SUPPLIES	2000		1539	461	100.0 76.9	460-	23.0-
OPERATING SUPPLIES								
	CLEANING/JANITORIAL SP 5100	10000		8452	1548	100.0 84.5	1,548-	15.4-
	HOUSEHOLD SUPPLIES 5110							
	FOOD 5115							
	MEDICAL SUPPLIES 5120	250			250	100.0	250-	100.0-
	CHEMICALS 5130							
213	GAS AND OIL 5250	9000		3351	5649	100.0 37.2	5,648-	62.7-
	WEARING APPAREL 5355	500			500	100.0	500-	100.0-
	HORT./LANDSCAPING SPLY 5440	2800		1920	881	100.0 68.5	880-	31.4-
	HAND TOOLS 5450							
	MINOR EQUIPMENT 5460	12500		5590	6910	100.0 44.7	6,910-	55.2-
	MDSE FOR RESALE 5520							
35	OTHER OPERATING MATL/S 5590	13000		3851	9149	100.0 29.6	9,149-	70.3-
248	OPERATING SUPPLIES	48050		23163	24887	100.0 48.2	24,886-	51.7-
	REPAIR & MAINTENANCE SP							

	BUILDING MATERIALS & S	5600	4500		3800	700	100.0	84.4	699-	15.5-
	ELECTRICAL SUPPLIES	5605	4873		4416	457	100.0	90.6	457-	9.3-
100	PLUMBING SUPPLIES	5610	2000		390	1610	100.0	19.5	1,610-	80.5-
	PAINT AND PAINTING SPL	5650	2000		776	1224	100.0	38.8	1,223-	61.1-
158	MTR VEHICLE REP. PTS/S	5700	2000		913	1087	100.0	45.6	1,086-	54.3-
	OTHER REPAIR/MAINT. SP	5990	1000		374	626	100.0	37.4	625-	62.5-
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258	REPAIR & MAINTENANCE		16373		10668	5705	100.0	65.1	5,705-	34.8-
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814	SUPPLIES AND EXPENSES		66423		35370	31053	100.0	53.2	31,053-	46.7-
	PROFESSIONAL SERVICES									
	ENTERTAINMENT	6033								
425	OTHER PROFESSIONAL SER	6049	8131	1,400	6639	92	100.0	81.6	1,491-	18.3-
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425	PROFESSIONAL SERVICE		8131	1,400	6639	92	100.0	81.6	1,491-	18.3-
	COMMUNICATIONS									
50	TELEPHONE AND TELEGRAP	6060	1000		548	452	100.0	54.8	451-	45.1-
	POSTAGE	6070								
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50	COMMUNICATIONS		1000		548	452	100.0	54.8	451-	45.1-
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
225	GAS	6300	15000		7495	7505	100.0	49.9	7,504-	50.0-
8517	ELECTRICITY	6305	92000		80000	12000	100.0	86.9	11,999-	13.0-
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8742	UTILITIES		107000		87494	19506	100.0	81.7	19,505-	18.2-
	REPR/MAINT-OUTSIDE LABO									
250	BUILDING R&M	6350	16000		11408	4592	100.0	71.3	4,591-	28.6-
	ELECTRICAL R&M	6355								
482	PLUMBING EQUIPMENT R&M	6357	1250		1042	208	100.0	83.3	208-	16.6-
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370	9000		1114	7886	100.0	12.3	7,886-	87.6-
676	FIXED EQUIPMENT R&M	6380	13250		5703	7547	100.0	43.0	7,546-	56.9-

	MINOR EQUIPMENT R&M	6382	600		255	345	100.0	42.5	344-	57.3-
	MOTOR VEHICLE EQ. R&M	6384	1750		230	1520	100.0	13.1	1,519-	86.8-
	CLEANING AND PAINTING	6392	19000		16610	2390	100.0	87.4	2,389-	12.5-
	DISINFECT./EXTERMINATI	6394	2500		2011	489	100.0	80.4	488-	19.5-
	TOW IN CHARGES	6398	250		195	55	100.0	78.0	54-	21.6-
30	OTHER REPAIRS AND MAIN	6399	4900		3360	1541	100.0	68.5	1,540-	31.4-
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1438	REPR/MAINT-OUTSIDE L		68500		41927	26573	100.0	61.2	26,573-	38.7-
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	CYLINDER RENT	6425								
	UNIFORM RENT	6430	3000		2477	523	100.0	82.5	523-	17.4-
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	1100			1100	100.0		1,100-	100.0-
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	RENTALS		4100		2477	1623	100.0	60.4	1,623-	39.5-
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	1000			1000	100.0		1,000-	100.0-
	PAYMENTS-TOURING EVENT	6997								
	SPECIAL EVENTS EXPENDI	6998								
	SERVICES NOT SPECIFIED	6999	3000		1374	1626	100.0	45.8	1,626-	54.2-
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	OTHER SERVICES & CHA		4000		1374	2626	100.0	34.3	2,626-	65.6-
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10655	OTHER SERVICES & CHAR		192731	1,400	140460	50871	100.0	72.8	52,271-	27.1-
	BUILDING/BLD IMPROVEMEN									
10680	BUILDING IMPROVEMENTS		400329	5,400	210895	184034	100.0	52.6	189,433-	47.3-
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10680	BUILDING/BLD IMPROVE		400329	5,400	210895	184034	100.0	52.6	189,433-	47.3-
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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10680	CAPITAL OUTLAY		400329	5,400	210895	184034	100.0	52.6	189,433-	47.3-
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76633	EXPENDITURES		1212763	6,800	914869	291094	100.0	75.4	297,893-	24.5-

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

078635 - '09 WATER METER PROJ-CIP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
	ASPHALT & ASPHALT PROD 5400							
	CONCRETE, CEMENT, ETC. 5405							
	BRICK, STONE, MORTAR, ETC 5410							
	DRAINAGE PIPE & CULVER 5420							
	OTHER OPERATING MATL/S 5590							
-----		-----	-----	-----	-----	-----	-----	-----
	OPERATING SUPPLIES							
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES							
PROFESSIONAL SERVICES								
	ENGINEERING 6015							
	CONSULTANT SERV/SURVEY 6020							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
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	PROFESSIONAL SERVICE							
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	OTHER SERVICES & CHAR							
BUILDING/BLD IMPROVEMEN								
BUILDING IMPROVEMENTS								
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	MACHINERY AND EQUIPMENT							
	WATER UTILITY SOFTWARE 7329							
	HYDRANTS & METERS 7365							
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	MACHINERY AND EQUIPM							
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	CAPITAL OUTLAY							
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	EXPENDITURES							

082285 - CDBG-ENTITLEMENTS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
SALARIES								
14013	REGULAR WAGES 4000	116628		149766	33138-	100.0 128.4	33,138	28.4
	OVERTIME 4300							
14013	SALARIES	116628		149766	33138-	100.0 128.4	33,138	28.4
EMPLOYEE BENEFITS								
2207	STATE RETIREMENT 4600	18374		23588	5214-	100.0 128.3	5,214	28.3
1050	F.I.C.A. TAXES 4700	8924		11201	2277-	100.0 125.5	2,276	25.5
1442	HOSPITALIZATION INS. 4800	21600		24116	2516-	100.0 111.6	2,516	11.6
	UNEMPLOYMENT BENEFITS 4900							
	WORKMAN'S COMPENSATION 4910	2500			2500	100.0	2,500-	100.0-
4699	EMPLOYEE BENEFITS	51398		58905	7507-	100.0 114.6	7,507	14.6
18712	PERSONAL SERVICES	168026		208671	40645-	100.0 124.1	40,645	24.1
OFFICE SUPPLIES								
	PAPER 5003	700		403	297	100.0 57.5	296-	42.2-
	PRINTED FORMS 5005							
	OTHER EXPENDABLE OFF.S 5010	2000		1797	203	100.0 89.8	202-	10.1-
	MINOR OFFICE EQUIP/FUR 5020	500		323	177	100.0 64.6	177-	35.4-
	PHOTO SUPPLIES 5040							
	SUBSCRIPTIONS,MAGS,MAP 5050							
	BOOKS 5070							
	COMPUTER SUPPLIES 5080							
	OFFICE SUPPLIES	3200		2523	677	100.0 78.8	676-	21.1-
OPERATING SUPPLIES								
	FOOD 5115							
139	GAS AND OIL 5250	2500		959	1541	100.0 38.3	1,541-	61.6-
	LUBRICANTS 5255							
	MINOR EQUIPMENT 5460	850		28	822	100.0 3.2	822-	96.7-
	OTHER OPERATING MATL/S 5590	300		136	164	100.0 45.3	164-	54.6-
	OTHER OPER.MATLS-FULL 5591							
	OTHER OPER.MATLS-EMER 5592							
139	OPERATING SUPPLIES	3650		1123	2527	100.0 30.7	2,526-	69.2-
REPAIR & MAINTENANCE SP								
	BUILDING MATERIALS & S 5600							
	PAINT AND PAINTING SPL 5650							
	MTR VEHICLE REP. PTS/S 5700	550		525	25	100.0 95.4	24-	4.3-
	MINOR COMPUTER EQUIP. 5800							
	REPAIR & MAINTENANCE	550		525	25	100.0 95.4	24-	4.3-

139	SUPPLIES AND EXPENSES	7400	4172	3228	100.0	56.3	3,227-	43.6-
	PROFESSIONAL SERVICES							
	AUDITING AND ACCOUNTIN 6010	48550		48550	100.0		48,550-	100.0-
	DEMO/RELATED SER 2008-							
	CONSULTANT SERV/SURVEY 6020	164319	13237	151082	100.0	8.0	151,081-	91.9-
	OTHER PROFESSIONAL SER							
	PROFESSIONAL SERVICE	212869	13237	199632	100.0	6.2	199,631-	93.7-
	COMMUNICATIONS							
33	TELEPHONE AND TELEGRAP 6060	450	361	89	100.0	80.2	88-	19.5-
33	COMMUNICATIONS	450	361	89	100.0	80.2	88-	19.5-
	TRANSPORTATION							
209	TRAVEL EXPENSE 6110	5000	4933	67	100.0	98.6	66-	1.3-
	MESSENGER/EXPRESS SERV 6130	100		100	100.0		100-	100.0-
209	TRANSPORTATION	5100	4933	167	100.0	96.7	166-	3.2-
	ADVERTISING							
	ADVERTISING 6150	700		700	100.0		700-	100.0-
	ADVERTISING	700		700	100.0		700-	100.0-
	PRINTING AND BINDING							
	PRINTING-GRANT RELATED 6202							
	FILM PROCESSING 6240							
	PRINTING AND BINDING							
	REPR/MAINT-OUTSIDE LABO							
205	OFFICE EQUIPMENT R&M 6365	1550	278	1272	100.0	17.9	1,271-	82.0-
	MOTOR VEHICLE EQ. R&M 6384							
205	REPR/MAINT-OUTSIDE L	1550	278	1272	100.0	17.9	1,271-	82.0-
	RENTALS							
	OFFICE EQUIPMENT RENT 6410	3000	2799	201	100.0	93.3	200-	6.6-
	OTHER RENT 6449							
	RENTALS	3000	2799	201	100.0	93.3	200-	6.6-
	OTHER SERVICES & CHARGE							
	EXHIBITIONS & PROMOTIO	1450		1450	100.0		1,450-	100.0-
	BANK SERV/TRF FEE 6832							
50	DUES AND MEMBERSHIPS 6840	1000	250	750	100.0	25.0	750-	75.0-
	REGISTRATION FEE/TUITI 6845	1700	815	885	100.0	47.9	885-	52.0-
	SERVICES NOT SPECIFIED 6999	1570		1570	100.0		1,570-	100.0-
50	OTHER SERVICES & CHA	5720	1065	4655	100.0	18.6	4,654-	81.3-
497	OTHER SERVICES & CHAR	229389	22673	206716	100.0	9.8	206,716-	90.1-
	IMPROVEMENT OTHER THAN							
	DRAINS							
	SEWERS 7220							

ARRA SIDEWALKS (WOODLE 7225								
STREETS & ROADWAYS								
CDBG/HOME HOUSING	755984		488321	267663	100.0	64.5	267,663-	35.4-
CDBG-ENTITLEMT ASSISTA 7285								
HOME ENTITLEMT ASSISTA	2550		2550		100.0	100.0		
MDA AM DREAM D/P (ADDI 7287								
OTHER IMPROVEMENTS 7295	402115			402115	100.0		402,115-	100.0-
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IMPROVEMENT OTHER TH	1160649		490871	669778	100.0	42.2	669,778-	57.7-
MACHINERY AND EQUIPMENT								
OFFICE FURN/EQUIP. 7325	1000			1000	100.0		1,000-	100.0-
DATA PROCESSING EQUIP. 7327								
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MACHINERY AND EQUIPM	1000			1000	100.0		1,000-	100.0-
VEHICLES								
AUTOMOBILES 7400								
PICK UP TRUCKS 7420								
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VEHICLES								
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CAPITAL OUTLAY	1161649		490871	670778	100.0	42.2	670,778-	57.7-
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19348 EXPENDITURES	1566464		726386	840078	100.0	46.3	840,077-	53.6-

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	TRANSFERS TO OTHER FUND							
	T/T GENERAL FUND 9000 01							
	T/T W & S CONSTRUCTION 9000 75							
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	TRANSFERS TO OTHER F							
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	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

087500 - INDUSTRIAL PK-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
TRANSFERS TO OTHER FUND								
	T/T GENERAL FUND 9000 01							
	T/T CITY B & I 9000 13							
	T/T CITY B&I (KOHLE) 9000 13K			274211	274211-		274,210	
	T/T CITY B&I (SUNBEAM) 9000 13S							
	T/T MUN.ROAD & BRIDGE 9000 72							
	T/T W & S CONSTRUCTION 9000 75							
-----	TRANSFERS TO OTHER F	-----	-----	-----	-----	-----	-----	-----
				274211	274211-		274,210	
-----	TRANSFERS	-----	-----	-----	-----	-----	-----	-----
				274211	274211-		274,210	
-----	EXPENDITURES	-----	-----	-----	-----	-----	-----	-----
				274211	274211-		274,210	

087601 - INDUSTRIAL PK-G.O.ACQUISITIONS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES							
	OTHER EXPENDABLE OFF.S 5010							
-----		-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES							
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
	MINOR EQUIPMENT 5460							
	OTHER OPERATING MATL/S 5590							
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	OPERATING SUPPLIES							
-----		-----	-----	-----	-----	-----	-----	-----
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
	ADMINISTRATIVE FEE 6005			3500	3500-		3,500	
	AUDITING AND ACCOUNTIN 6010			7980	7980-		7,980	
	ARCHITECTURAL 6012							
	ENGINEERING/ENVIRONMEN 6015			11765	11765-		11,764	
	SITE PREPARATION 6016							
	APPRAISAL 6017			1000	1000-		999	
	CONSULTANT SERV/SURVEY			390000	390000-		390,000	
350	LEGAL 6025			16210	16210-		16,209	
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
350	PROFESSIONAL SERVICE			430455	430455-		430,455	
	COMMUNICATIONS							
	TELEPHONE AND TELEGRAP 6060							
	POSTAGE 6070							
-----		-----	-----	-----	-----	-----	-----	-----
	COMMUNICATIONS							
	TRANSPORTATION							
	TRAVEL EXPENSE 6110							
	MESSENGER/EXPRESS SERV 6130							
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	TRANSPORTATION							
	ADVERTISING							
	ADVERTISING 6150							
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	ADVERTISING							
	PRINTING AND BINDING							
	PRINTING 6200							
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	PRINTING AND BINDING							
	INSURANCE							

	FIRE & EXTENDED COVERA	6250						
	PUBLIC LIAB/PROPERTY D	6255		12853	12853-		12,853	
	OTHER INSURANCE	6299						
-----			-----	-----	-----	-----	-----	-----
	INSURANCE			12853	12853-		12,853	
	UTILITIES							
	GAS	6300						
	ELECTRICITY	6305						
	WATER	6315						
-----			-----	-----	-----	-----	-----	-----
	UTILITIES							
	REPR/MAINT-OUTSIDE LABO							
	BUILDING R&M	6350						
	SIGN PAINTING	6396						
	OTHER REPAIRS AND MAIN	6399						
510	LANDSCAPE MAINTENANCE	6399 01		1890	1890-		1,890	
	RAIL SPURS MAINTENANCE	6399 02						
-----			-----	-----	-----	-----	-----	-----
510	REPR/MAINT-OUTSIDE L			1890	1890-		1,890	
	RENTALS							
	LAND RENT	6400						
-----			-----	-----	-----	-----	-----	-----
	RENTALS							
	OTHER SERVICES & CHARGE							
	CONTRIBUTIONS							
	PROPERTY TAXES	6995						
	SERVICES NOT SPECIFIED	6999						
-----			-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----			-----	-----	-----	-----	-----	-----
860	OTHER SERVICES & CHAR			445198	445198-		445,197	
	LAND							
	LAND	7000						
	LEASEHOLDS	7020						
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	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS							
-----			-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS	7230						
	OTHER IMPROVEMENTS							
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	IMPROVEMENT OTHER TH							
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	CAPITAL OUTLAY							
	BONDS REDEEMED							
	IND/ECON DEV ISSUES	8020						
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	BONDS REDEEMED							
	NOTE PRINCIPAL							
-----	IND. PARK NOTE	8210	-----	-----	-----	-----	-----	-----
	NOTE PRINCIPAL							
	INTEREST ON NOTES							
-----	OTHER NOTES	8335	-----	-----	-----	-----	-----	-----
	INTEREST ON NOTES							
-----			-----	-----	-----	-----	-----	-----
	DEBT SERVICE							
-----			-----	-----	-----	-----	-----	-----
860	EXPENDITURES			445198	445198-		445,197	

087630 - INDUSTRIAL PK-KOHLER PROJECT

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	ENGINEERING 6015							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
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	PROFESSIONAL SERVICE							
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	OTHER SERVICES & CHAR							
	LAND							
	LAND 7000							
	SITE PREPARATION 7040							
	SITE IMPROVEMENT 7045							
-----		-----	-----	-----	-----	-----	-----	-----
	LAND							
	BUILDING/BLD IMPROVEMEN							
	BUILDINGS							
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	BUILDING/BLD IMPROVE							
	IMPROVEMENT OTHER THAN							
	STREETS & ROADWAYS 7230							
	OTHER IMPROVEMENTS 7295							
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	IMPROVEMENT OTHER TH							
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	CAPITAL OUTLAY							
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	EXPENDITURES							

088602 - PUBLIC SAFETY/REC CONSTRUCTION

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
PROFESSIONAL SERVICES								
	DEMOLITION 6013							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049	2800000			2800000	100.0	2,800,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE	2800000			2800000	100.0	2,800,000-	100.0-
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR	2800000			2800000	100.0	2,800,000-	100.0-
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES	2800000			2800000	100.0	2,800,000-	100.0-

090500 - 2008 D/T LIGHTING-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T SPECIAL STREET 9000 08							
	T/T B&I CITY 9000 13							
	T/T 2003 TIF B&I-CHAUV 9000 22							
	T/T 2008 TIF B&I-LINCO 9000 24							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

090602 - 2008 D/T LIGHTING-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

	IMPROVEMENT OTHER TH								
	CAPITAL OUTLAY								
	EXPENDITURES								

091500 - TIF CONST-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER %
TRANSFERS TO OTHER FUND							
T/T GENERAL FUND	9000 01	132607			132607	100.0	132,607- 100.0-
T/T SO. POINTE TIF B &	9000 20						
T/T 2007 TIF B&I-T/C	9000 23						
T/T KOHLS TIF B&I	9000 25						
T/T WHISPERING PINES T	9000 26						
T/T RIDGE AT TURTLE CR	9000 50						
T/T MIDTOWN MARKET	9000 51						
-----		-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F	132607			132607	100.0	132,607- 100.0-
-----		-----	-----	-----	-----	-----	-----
	TRANSFERS	132607			132607	100.0	132,607- 100.0-
-----		-----	-----	-----	-----	-----	-----
	EXPENDITURES	132607			132607	100.0	132,607- 100.0-

091602 - TIF CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
52148	PROF SERVICES-RIDGE AT 6049 01	109269		161417	52148-	100.0 147.7	52,147	47.7
10660	PROF SERVICES-MIDTOWN 6049 02	18732		29392	10660-	100.0 156.9	10,659	56.9
137157	PROF SERVICES-WHISPERI 6049 03	160000		297157	137157-	100.0 185.7	137,157	85.7
	PROF SERVICES-HBURG CL 6049 04	45000		45000		100.0 100.0		
-----		-----	-----	-----	-----	-----	-----	-----
199965	PROFESSIONAL SERVICE	333001		532965	199964-	100.0 160.0	199,964	60.0
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
199965	OTHER SERVICES & CHAR	333001		532965	199964-	100.0 160.0	199,964	60.0
-----		-----	-----	-----	-----	-----	-----	-----
199965	EXPENDITURES	333001		532965	199964-	100.0 160.0	199,964	60.0

091603 - TIF CONST-STREETS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
1720-	IMPROVEMENT OTHER THAN OTHER IMPROVEMENTS	4558164		4556443	1721	100.0 99.9	1,720-	
1720-	IMPROVEMENT OTHER TH	4558164		4556443	1721	100.0 99.9	1,720-	
1720-	CAPITAL OUTLAY	4558164		4556443	1721	100.0 99.9	1,720-	
1720-	EXPENDITURES	4558164		4556443	1721	100.0 99.9	1,720-	

094500 - '12 W&S BOND CONST-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T WATER & SEWER B&I 9000 10			21188	21188-		21,188	
	T/T 2013 W&S BOND CONS 9000 105							
	TRANSFERS TO OTHER F			21188	21188-		21,188	
	TRANSFERS			21188	21188-		21,188	
	EXPENDITURES			21188	21188-		21,188	

094602 - 2012 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

094695 - 2012 W&S CONSTR.-CAPITAL PROJ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	ASPHALT & ASPHALT PROD 5400	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
SUPPLIES AND EXPENSES								
PROFESSIONAL SERVICES								
-----	ENGINEERING 6015	-----	-----	-----	-----	-----	-----	-----
-----	LEGAL 6025	-----	-----	-----	-----	-----	-----	-----
-----	OTHER PROFESSIONAL SER 6049	-----	-----	-----	-----	-----	-----	-----
PROFESSIONAL SERVICE								
-----	REPR/MAINT-OUTSIDE LABO	-----	-----	-----	-----	-----	-----	-----
-----	STREETS & STRUCTURES R 6360	-----	-----	-----	-----	-----	-----	-----
REPR/MAINT-OUTSIDE L								
-----	OTHER SERVICES & CHARGE	-----	-----	-----	-----	-----	-----	-----
-----	SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHA								
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER THAN								
SEWERS								
-----	WATER SYSTEMS	-----	-----	-----	-----	-----	-----	-----
-----	OTHER IMPROVEMENTS	21244	-----	-----	21244	100.0	21,244-	100.0-
-----	IMPROVEMENT OTHER TH	21244	-----	-----	21244	100.0	21,244-	100.0-
-----	CAPITAL OUTLAY	21244	-----	-----	21244	100.0	21,244-	100.0-
-----	EXPENDITURES	21244	-----	-----	21244	100.0	21,244-	100.0-

095641 - 2001 BOND CONSTR-ZOO IMPR

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----	BUILDING/BLD IMPROVEMEN BUILDINGS	-----	-----	-----	-----	-----	-----	-----
-----	BUILDING/BLD IMPROVE IMPROVEMENT OTHER THAN OTHER IMPROVEMENTS	173	-----	-----	173	100.0	173-	100.0-
-----	IMPROVEMENT OTHER TH	173	-----	-----	173	100.0	173-	100.0-
-----	CAPITAL OUTLAY	173	-----	-----	173	100.0	173-	100.0-
-----	EXPENDITURES	173	-----	-----	173	100.0	173-	100.0-

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

	IMPROVEMENT OTHER TH								
	CAPITAL OUTLAY								
	EXPENDITURES								

096402 - MDB CAPITAL PROJ-ECONOMIC DEV.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN							
	BUILDING IMPROVEMENTS							
	BUILDING/BLD IMPROVE							
	CAPITAL OUTLAY							
	EXPENDITURES							

096602 - MDB CAPITAL PROJ-ISSUE EXP.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
-----	PROFESSIONAL SERVICES							
-----	LEGAL 6025	-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
-----	PRINTING 6200	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
-----	EXPENDITURES							

096695 - MDB CAPITAL PROJ-CAPITAL PROJ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	CONSULTANT SERV/SURVEY 6020							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
	BUILDING/BLD IMPROVEMEN BUILDINGS							
-----		-----	-----	-----	-----	-----	-----	-----
	BUILDING/BLD IMPROVE IMPROVEMENT OTHER THAN DRAINS SEWERS WATER SYSTEMS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH MACHINERY AND EQUIPMENT DATA PROCESSING EQUIP. 7327							
-----		-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

OBJ/SUB

098341 - K.P.ZOO CAPITAL-KPZ

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
OPERATING SUPPLIES								
-----	OTHER OPERATING MATL/S 5590	-----	-----	-----	-----	-----	-----	-----
-----	OPERATING SUPPLIES	-----	-----	-----	-----	-----	-----	-----
-----	SUPPLIES AND EXPENSES	-----	-----	-----	-----	-----	-----	-----
OTHER SERVICES & CHARGE								
-----	SERVICES NOT SPECIFIED 6999	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHA	-----	-----	-----	-----	-----	-----	-----
-----	OTHER SERVICES & CHAR	-----	-----	-----	-----	-----	-----	-----
IMPROVEMENT OTHER THAN								
-----	OTHER IMPROVEMENTS	2241	-----	-----	2241	100.0	2,241-	100.0-
-----	IMPROVEMENT OTHER TH	2241	-----	-----	2241	100.0	2,241-	100.0-
-----	MACHINERY AND EQUIPMENT	-----	-----	-----	-----	-----	-----	-----
-----	OTHER EQUIPMENT 7399	-----	-----	-----	-----	-----	-----	-----
-----	MACHINERY AND EQUIPM	-----	-----	-----	-----	-----	-----	-----
-----	OTHER	-----	-----	-----	-----	-----	-----	-----
-----	ZOOLOGICAL ANIMALS 7505	-----	-----	-----	-----	-----	-----	-----
-----	OTHER	-----	-----	-----	-----	-----	-----	-----
-----	CAPITAL OUTLAY	2241	-----	-----	2241	100.0	2,241-	100.0-
-----	EXPENDITURES	2241	-----	-----	2241	100.0	2,241-	100.0-

098553 - K.P.ZOO CAPITAL-CEMETERY

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	IMPROVEMENT OTHER THAN LANDSCAPING							
	OTHER IMPROVEMENTS 7250							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099500 - '10 W&S GO BOND-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
	T/T W&S OPERATION & MA 9000 10							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS TO OTHER F							
-----		-----	-----	-----	-----	-----	-----	-----
	TRANSFERS							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

099602 - 2010 W & S GO BOND-ISSUE EXP.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	PRINTING AND BINDING							
	PRINTING 6200							
-----		-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

	IMPROVEMENT OTHER TH								
	CAPITAL OUTLAY								
	EXPENDITURES								

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	IMPROVEMENT OTHER THAN DRAINS							
	IMPROVEMENT OTHER TH							
	CAPITAL OUTLAY							
	EXPENDITURES							

099627 - 2010 W & S GO BOND-WATER

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	LAND							
	LAND	7000						
-----		-----	-----	-----	-----	-----	-----	-----
	LAND							
	IMPROVEMENT OTHER THAN WATER SYSTEMS							
-----		-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH							
-----		-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	IMPROVEMENT OTHER THAN SEWERS							
	IMPROVEMENT OTHER TH							
	CAPITAL OUTLAY							
	EXPENDITURES							

CITY OF HATTIESBURG
EXPENDITURE REPORT

12 Months Ending 09/30/16

105602 - 2013 W&S CONST-ISSUE EXP

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
-----		-----	-----	-----	-----	-----	-----	-----
	PROFESSIONAL SERVICE							
	OTHER SERVICES & CHARGE							
	BOND DISCOUNT 6600							
	BOND INSURANCE 6605							
	SERVICES NOT SPECIFIED 6999							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA							
-----		-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHAR							
-----		-----	-----	-----	-----	-----	-----	-----
	EXPENDITURES							

105695 - 2013 W&S CONSTR.-CAPITAL PRO

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	 %
	OPERATING SUPPLIES							
	ASPHALT & ASPHALT PROD 5400							
	OPERATING SUPPLIES							
	SUPPLIES AND EXPENSES							
	PROFESSIONAL SERVICES							
159253	ENGINEERING 6015	8000000	740,671	7128580	130749	100.0 89.1	871,420-	10.8-
	LEGAL 6025							
	OTHER PROFESSIONAL SER 6049							
159253	PROFESSIONAL SERVICE	8000000	740,671	7128580	130749	100.0 89.1	871,420-	10.8-
	REPR/MAINT-OUTSIDE LABO							
	STREETS & STRUCTURES R 6360							
	REPR/MAINT-OUTSIDE L							
	OTHER SERVICES & CHARGE							
	SERVICES NOT SPECIFIED 6999							
	OTHER SERVICES & CHA							
159253	OTHER SERVICES & CHAR	8000000	740,671	7128580	130749	100.0 89.1	871,420-	10.8-
	IMPROVEMENT OTHER THAN							
491660	SEWERS	4212598	2,007,724	3546759	85126	100.0 84.1	665,838-	15.8-
630436	WATER SYSTEMS	2147412	16,202,842	2244148	112133-	100.0 104.5	96,735	4.5
	OTHER IMPROVEMENTS	830204	32,405,684		830204	100.0	830,204-	100.0-
1122097	IMPROVEMENT OTHER TH	7190214	50,616,250	5790907	803197	100.0 80.5	1,399,306-	19.4-
1122097	CAPITAL OUTLAY	7190214	50,616,250	5790907	803197	100.0 80.5	1,399,306-	19.4-
1281350	EXPENDITURES	15190214	51,356,921	12919486	933946	100.0 85.0	2,270,728-	14.9-

107500 - SPEC.SALES TAX-TRANSFERS

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND							
10427	T/T GENERAL FUND 9000 01			125124	125124-		125,124	
-----	T/T CITY B & I 9000 13	-----	-----	-----	-----	-----	-----	-----
10427	TRANSFERS TO OTHER F	-----	-----	125124	125124-		125,124	
-----		-----	-----	-----	-----	-----	-----	-----
10427	TRANSFERS	-----	-----	125124	125124-		125,124	
-----		-----	-----	-----	-----	-----	-----	-----
10427	EXPENDITURES			125124	125124-		125,124	

107706 - SPEC.SALES TAX-T&A EXPEND.

CITY OF HATTIESBURG

EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES							
474695	OTHER PROFESSIONAL SER			5382790	5382790-		5,382,789	
-----		-----	-----	-----	-----	-----	-----	-----
474695	PROFESSIONAL SERVICE			5382790	5382790-		5,382,789	
-----		-----	-----	-----	-----	-----	-----	-----
474695	OTHER SERVICES & CHAR			5382790	5382790-		5,382,789	
-----		-----	-----	-----	-----	-----	-----	-----
474695	EXPENDITURES			5382790	5382790-		5,382,789	

109704 - GROUP INS.TRUST-T&A EXPEND.

CITY OF HATTIESBURG
EXPENDITURE REPORT

ALL FUNDS

12 Months Ending 09/30/16

THIS MONTH ACTUAL	OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL	PROJECTED.... OVER/UNDER	%
	OTHER SERVICES & CHARGE							
	BANK SERV/TRF FEE 6832			931965	931965-		931,965	
74487	ADMIN PAID 6833			3649119	3649119-		3,649,119	
315563	CLAIMS PAID 6834			37481	37481-		37,480	
	SERVICES NOT SPECIFIED							
-----		-----	-----	-----	-----	-----	-----	-----
390050	OTHER SERVICES & CHA			4618566	4618566-		4,618,566	
-----		-----	-----	-----	-----	-----	-----	-----
390050	OTHER SERVICES & CHAR			4618566	4618566-		4,618,566	
-----		-----	-----	-----	-----	-----	-----	-----
390050	EXPENDITURES			4618566	4618566-		4,618,566	

DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41			500	360	72	500	140
MISC. PERMITS & FEES	2299	2,500	1459	58	30,000	50576	168	30000	20576-
OTHER PERMITS & FEES		3,441	3369	97	41,300	65355	158	41300	24055-
LICENSES, PERMITS & F		376,191	101699	27	4,514,300	4022182	89	4514300	492118
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307					4737			4737-
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	16,666	7770	46	200,000	47632	23	200000	152368
JUST.-BYRNE GRANTS	2311	1,383			16,598	17435	105	16598	837-
JUST.-OHS DOMESTIC PREP	2312	3,333			40,000	40000	100	40000	
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314								
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
HHS-HIDTA NARCOTICS GRA	2321					22450			22450-
NRCS-USDA STORM RELATED	2322								
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326	2,138			25,662	9239	36	25662	16423
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	24,166			290,000			290000	290000
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356	5,201			62,414	57978	92	62414	4436
HUD-MIDTOWN STUDY	2360								
HUD/MDA HUB CITY LOFT P	2361								
FEDERAL GRANTS		52,889	7770	14	634,674	199471	31	634674	435203
STATE GRANTS	250B								
MISCELLANEOUS STATE GRA	2503								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								
EMER.SHELTER-MDA GRANT	2513								

I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515					32400			32400-
SOLID WASTE GRANT	2518	6,250			75,000	75000	100	75000	
URBAN YOUTH CORPS MDOT	2519	2,083			25,000	29591	118	25000	4591-
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526	2,129			25,548	21399	83	25548	4149
ALCOHOL INCENTIVE	2527	5,700			68,405	45139	65	68405	23266
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551								
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								
MDOT GRANT-TRAFFIC STUD	2558								
STATE GRANTS		16,162			193,953	203530	104	193953	9577-
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,820,000	1789671	98	21,840,000	21564007	98	21840000	275993
CITY UTILITY TAX	2601	333	762	228	4,000	9813	245	4000	5813-
SALES TAX-SRF REIMB.	2602		22134			419287			419287-
ALCOHOLIC BEV. LICENSE	2610	12,500	14799	118	150,000	135962	90	150000	14038
MOTOR VEH.PRIVILEGE TAX	2635	8,333			100,000	12965	12	100000	87035
PAT HARRISON WATERWAY D	2665								
MPO-METROPOLITAN PLANNI	2670	33,333	358024	1074	400,000	354035	88	400000	45965
MISC DORMANT ACCOUNT RF	2699								
STATE-SHARED REVENUE		1,874,500	2185389	116	22,494,000	22496068	100	22494000	2068-
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709	3,192			38,308			38308	38308
PETAL/F-CO FLOOD INUNDA	2718	1,720			20,640			20640	20640
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	1,000			12,000			12000	12000
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								
CITY/COUNTY-SHARED RE		5,912			70,948			70948	70948
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	1,666	5000	300	20,000	25000	125	20000	5000-
FIRE DPT.SERV FOR OTHE	2860								
800 MHZ RADIO ACCESS F	2865								

POLICE/FIRE-SPECIAL DU	2870	6,333	6824	107	76,000	118303	155	76000	42303-
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881	166			2,000			2000	2000
HOMELAND SECURITY O/T	2882	416			5,000			5000	5000
US MARSHALL O/T REIMB.	2883	1,025	5093	496	12,300	17405	141	12300	5105-
FED BUREAU INVEST O/T	2884	833	1189	142	10,000	14533	145	10000	4533-

PUBLIC SAFETY		10,441	18106	173	125,300	175242	139	125300	49942-
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								

TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166			2,000			2000	2000
PARKING FINES	2915	416			5,000	190	3	5000	4810
CROSSING LIGHT FEES	2920								
LOT CLEAN-UP/HEAVY TRA	2930					500			500-
CDBG LOT CLEAN-UP/DEMO	2931								

STREETS		583			7,000	690	9	7000	6310
SANITATION	2950								
RECYCLING PICK UP	2951	5,000	5334	106	60,000	63860	106	60000	3860-
TRASH HAULING	2960	10,000	10099	100	120,000	112235	93	120000	7765
RESIDENTL WASTE COLLEC	2965	172,500	170425	98	2,070,000	2039009	98	2070000	30991
SANITA-REFUND & RECOVE	2970								

SANITATION		187,500	185858	99	2,250,000	2215105	98	2250000	34895

CHARGES FOR SERVICES		198,525	203964	102	2,382,300	2391036	100	2382300	8736-
FINES AND FORFEITS	330A								
POLICE FINES	3320	125,000	73583	58	1,500,000	1162410	77	1500000	337590
CITY COURT COSTS	3321	16,666	7004	42	200,000	137773	68	200000	62227
CCC-JAIL REIMB.	3322	83	40	48	1,000	300	30	1000	700
ENVIR CT-CODE VIOLATION	3323	416			5,000	59	1	5000	4941
ANIMAL CONTROL	3327		1375			2601			2601-
COURT TECHNOLOGY FEE	3328	12,083			145,000			145000	145000

FINES AND FORFEITS		154,250	82002	53	1,851,000	1303144	70	1851000	547856
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	416	454	109	5,000	4243	84	5000	757
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								

INTEREST EARNINGS		416	454	109	5,000	4243	84	5000	757

RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411	05							
ALWEST ADVERTISING	3411	10							
MS.POWER-HWY.42	3411	11	625			7,500		7500	7500
TRITELL COMMUNICATION	3411	12							

LAND			625			7,500		7500	7500
BUILDING	3412								
DEPOT FACILITY	3412	01	1,250	1400	112	15,000	20825	138	15000
P&F ACADEMY RENTALS	3412	02							5825-
SEXUAL ASSAULT CRISIS	3412	05							
MERCHANTS	3412	07	200	400	200	2,400	2400	100	2400
DEPOT - AMTRAK	3412	08					300		300-
USM CELLULAR ONE RENT	3412	41							
MISC CELL TOWER REVEN	3412	45					1000		1000-
HUBSOUTH/WATER TOWER	3412	62							
OTHER BLDG. RENT	3412	99							

BUILDING			1,450	1800	124	17,400	24525	140	17400
PARKING GARAGE-CIVIC C	3415		2,500	2385	95	30,000	24315	81	30000
PARKING GARAGE-PINE ST	3416		2,916	2815	96	35,000	31598	90	35000
PARKING SPACES	3417								
MAIN STREET PARKING L	3417	01	416	260	62	5,000	3090	61	5000
CHURCH PARKING LOT	3417	02	416	375	90	5,000	4125	82	5000
RAILROAD PARKING LOT	3417	03	1,250	1200	96	15,000	13513	90	15000
MOBILE ST. PKG.LOT #1	3417	04	250			3,000	150	5	3000
MOBILE ST. PKG.LOT #2	3417	05							2850
BATSON STREET PKG. LO	3417	06							
HEMPHILL PKG. LOT	3417	07	150	150	100	1,800	2590	143	1800
EAST PINE PKG.LOT	3417	08							790-
PARKING-MISC	3417	09							

PARKING SPACES			2,483	1985	79	29,800	23468	78	29800
EQUIPMENT	3419								6333

RENTS AND ROYALTIES			9,975	8985	90	119,700	103905	86	119700
CEMETERY FEES	3420		3,083	3100	100	37,000	36200	97	37000
CONTRIBUTIONS-PUBLIC	3450								800
CONTRIB-GORDONS CRK ST	3450	01							
CONTRIB-REV 911 MINUTE	3450	02							
CONTRIB-TRAIN DAY (MP	3450	03	250			3,000	1500	50	3000
CONTRIB-MDTWN STDY MAT	3458								1500
CONTRIBUTIONS-OTHER	3459								

CONTRIBUTIONS-PUBLIC			250			3,000	1500	50	3000
CONTRIBUTIONS-PRIVATE	3460								1500
CONTRIB-TREE GRANT ECO	3460	01							
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								

CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466								
CONTRIB-NLC HEALTH OUT	3467								
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								
CONTRIB-NLC HEALTH INI	3471								
CONTRIB-NLC FISCL	3472					32500			32500-
CONTRIBUTIONS-PRIVAT						32500			32500-
POLICE DEPT-MISC CHARGE	3590		3627			61078			61078-
OTHER MISC. REVENUE	3599								
MISCELLANEOUS		13,725	16166	117	164,700	239426	145	164700	74726-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	20,833			250,000			250000	250000
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	1,189,833	858671	72	14,278,000	14914509	104	14278000	636509-
T/F TAX COLL-C.C.FEE	3800 27CC								
T/F TAX COLL-EXCESS BI	3800 27EB	4,166	73453	1763	50,000	73453	146	50000	23453-
T/F TAX COLL-CHKG INT	3800 27ICHK	250	4466	1786	3,000	4466	148	3000	1466-
T/F TAX COLL-INT/PEN	3800 27IP	26,666	118185	443	320,000	395620	123	320000	75620-
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								
TRANSFERS FROM OTHR		1,241,750	1054775	84	14,901,000	15388047	103	14901000	487047-
TRANSFERS		1,241,750	1054775	84	14,901,000	15388047	103	14901000	487047-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
SALE OF BONDS									
SALE OF REAL ESTATE	3920					350			350-
SALE OF TIMBER	3923					2364			2364-
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	5,000	4445	88	60,000	68360	113	60000	8360-
SALE OF EQUIPMENT	3940	12,058			144,704	71774	49	144704	72930
SALE OF SCRAP MATERIAL	3943	833			10,000	767	7	10000	9233
SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947					27			27-
SALE OF RECYCLABLE ITEM	3948								

MDB LOAN PYMT-HUB CITY	3950	10,283	10118	98	123,400	121412	98	123400	1988
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965	833	380	45	10,000	79901	799	10000	69901-
RECOVERY OF DAMAGE CLAI	3967	250,000			3,000,000	3010688	100	3000000	10688-
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	62,705			752,460			752460	752460
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
POLICE COMPLEX ARCHITE	3975 08	166,666			2,000,000			2000000	2000000
NOTE PROCEEDS		166,666			2,000,000			2000000	2000000
NON-REVENUE RECEIPTS		508,380	14943	2	6,100,564	3355642	55	6100564	2744922
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	521,966			6,263,592			6263592	6263592
BEGINNING CASH BALANC		521,966			6,263,592			6263592	6263592
REVENUES		4,966,585	3666707	73	59,599,031	49630527	83	59599031	9968504

ZOO ADMISSIONS	3137								
TATUM PK PAVILION USE	3138					160			160-
EASTSIDE PK PAVILION U	3139	20			250	200	80	250	50
MCNAIR REC CTR USE FEE	3140								
KPZ PAVILION USE FEE	3145								
DAHMER PAVILION USE FE	3147	83	120	144	1,000	1060	106	1000	60-
KP ED CENTER USE FEE	3149								
BALLFIELD USE FEES	3150	333	190	57	4,000	3865	96	4000	135
PARKS-MISC USE FEES	3151	333	245	73	4,000	1730	43	4000	2270
YOUTH TEAM FEES	3160								
FLAG FOOTBALL	3160 01								
LITTLE TIGERS BASKETB	3160 02					1440			1440-
JUNIOR GOLF FEES	3160 03								
YOUTH TRACK & FIELD	3160 04					1575			1575-
T-BALL	3160 05					2385			2385-
GIRLS' SOFTBALL	3160 06								
BOYS' SOFTBALL	3160 07								
GIRLS FASTPITCH	3160 10								
BOYS FASTPITCH	3160 11								
TACKLE FOOTBALL	3160 15					2610			2610-
CHEER LEADING	3160 20					405			405-
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YOUTH TEAM FEES						8415			8415-
ADULT TEAM FEES	3162								
CHURCH LEAGUE BASKETB	3162 01								
ADULT BASKETBALL	3162 02	291			3,500	6300	180	3500	2800-
ADULT CO-ED SOFTBALL	3162 03	291	930	319	3,500	6630	189	3500	3130-
ADULT MEN'S SOFTBALL	3162 04	666	420	63	8,000	14900	186	8000	6900-
ADULT WOMEN'S SOFTBAL	3162 05								
ADULT FOOTBALL	3162 06								
ADULT SOFTBALL-CHURCH	3162 07								
ADULT SOCCER	3162 08								
ADULT FLAG FOOTBALL	3162 09								
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ADULT TEAM FEES		1,250	1350	108	15,000	27830	185	15000	12830-
CERAMICS CLASS FEES	3170								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
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CULTURE AND RECREATI		2,062	1905	92	24,750	48761	197	24750	24011-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
CHARGES FOR SERVICES		2,062	1905	92	24,750	48761	197	24750	24011-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	25	119	476	300	699	233	300	399-
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INTEREST EARNINGS		25	119	476	300	699	233	300	399-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	3,333			40,000	35000	87	40000	5000

CONTRIBUTIONS-PUBLIC		3,333			40,000	35000	87	40000	5000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-SENIOR FARE	3463					830			830-
CONTRIB-SENIOR PROM	3464								
CONTRIB-HWY 49/7th ST	3468					27500			27500-
CONTRIB-OTHER	3469	83	2361	2844	1,000	4028	402	1000	3028-
CONTRIBUTIONS-PRIVAT		83	2361	2844	1,000	32358	3235	1000	31358-
MISCELLANEOUS		3,441	2481	72	41,300	68057	164	41300	26757-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	189,166			2,270,000	2270000	100	2270000	
T/F TAX COLLECTORS-GPT	3800 27	70,416	49925	70	845,000	872805	103	845000	27805-
TRANSFERS FROM OTHR		259,583	49925	19	3,115,000	3142805	100	3115000	27805-
TRANSFERS		259,583	49925	19	3,115,000	3142805	100	3115000	27805-
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
COMM.-HOT DIGGITY CONCE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	25,268			303,220			303220	303220
BEGINNING CASH BALANC		25,268			303,220			303220	303220
REVENUES		290,355	54310	18	3,484,270	3259623	93	3484270	224647

004004 - LIBRARY FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		48674			851157			851157-
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TRANSFERS FROM OTHR			48674			851157			851157-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			48674			851157			851157-
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REVENUES			48674			851157			851157-

ALL FUNDS

12 MONTHS ENDING 09/30/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	23,937			287,249	287249	100	287249	
FIRE INS REBATE/CODE EN	2625	641			7,703	7703	100	7703	
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STATE-SHARED REVENUE		24,579			294,952	294952	100	294952	
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971	95652	1200	95,652	191304	200	95652	95652-
HAZ.MAT.TRAINING FEES	2885								
	-----		-----	----	-----	-----	----	-----	-----
PUBLIC SAFETY		7,971	95652	1200	95,652	191304	200	95652	95652-
	-----		-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		7,971	95652	1200	95,652	191304	200	95652	95652-
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	83			1,000	177	17	1000	823
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FINES AND FORFEITS		83			1,000	177	17	1000	823
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	250	361	144	3,000	2059	68	3000	942
	-----		-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		250	361	144	3,000	2059	68	3000	942
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	83			1,000	250	25	1000	750
	-----		-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PRIVATE		83			1,000	250	25	1000	750
	-----		-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		333	361	108	4,000	2309	57	4000	1692
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----		-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR									
	-----		-----	----	-----	-----	----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940	1,916			23,000	23000	100	23000	
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965					475			475-
CAPITAL LEASE PROCEEDS	3970	63,750			765,000	764229	99	765000	771
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								

NOTE PROCEEDS									
NON-REVENUE RECEIPTS		65,666			788,000	787704	99	788000	296
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		66,920			803,045			803045	803045
BEGINNING CASH BALANC		66,920			803,045			803045	803045
REVENUES		165,554	96013	57	1,986,649	1276446	64	1986649	710203

10/05/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT(LINC#1)	2331								
FAUS GRANT(LINC#2)	2332								
FAUS GRANT(CLASSIC DR)	2334								
FAUS GRANT(S.28TH)	2335								
FAUS GRANT(LINC#4)	2336								
FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	4,583			55,000	60925	110	55000	5925-
STATE-SHARED REVENUE		4,583			55,000	60925	110	55000	5925-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	16	102	637	200	896	448	200	696-
INTEREST EARNINGS		16	102	637	200	896	448	200	696-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
MISCELLANEOUS		16	102	637	200	896	448	200	696-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS,DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS,REC,STS.	3800 97								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,997			71,968			71968	71968

BEGINNING CASH BALANC	5,997		71,968			71968	71968
REVENUES	10,597	102	127,168	61822	48	127168	65346

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		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	2,083	1720	82	25,000	26005	104	25000	1005-
	-----		-----	----	-----	-----	----	-----	-----
SANITATION		2,083	1720	82	25,000	26005	104	25000	1005-
	-----		-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		2,083	1720	82	25,000	26005	104	25000	1005-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		684			8858			8858-
OTHER INTEREST-MMA	3407	100			1,200			1200	1200
	-----		-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		100	684	684	1,200	8858	738	1200	7658-
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
	-----		-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES									
	-----		-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		100	684	684	1,200	8858	738	1200	7658-
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
	-----		-----	----	-----	-----	----	-----	-----
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	812,500	802469	98	9,750,000	9750000	100	9750000	
T/F CUSTOMER METER	3800 24								
	-----		-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		812,500	802469	98	9,750,000	9750000	100	9750000	
	-----		-----	----	-----	-----	----	-----	-----
TRANSFERS		812,500	802469	98	9,750,000	9750000	100	9750000	
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940					11822			11822-
SALE OF SCRAP MATERIAL	3943					2919			2919-
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965					385			385-
RECOVERY OF DAMAGE CLAIM	3967								
CAPITAL LEASE PROCEEDS	3970								

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
					15126				15126-
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		111,518			1,338,217			1338217	1338217
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		111,518			1,338,217			1338217	1338217
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		926,201	804873	86	11,114,417	9799989	88	11114417	1314428

ALL FUNDS

12 MONTHS ENDING 09/30/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		238			2564			2564-
OTHER INTEREST-MMA	3407		105			1024			1024-
TREASURY NOTES	3409								
-----		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			343			3588			3588-
-----		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			343			3588			3588-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F '13 W&S BOND CONST	3800 105								
T/F WATER & SEWER '06	3800 11A	139,166	137449	98	1,670,000	1670000	100	1670000	
T/F WATER & SEWER '12	3800 11B	72,916	72016	98	875,000	875000	100	875000	
T/F WATER & SEWER '13	3800 11C	112,500	98755	87	1,350,000	1350000	100	1350000	
T/F '10 W&S GO BONDS	3800 11GO					185185			185185-
T/F WTR/SWR (METER GO)	3800 11M	75,000	74074	98	900,000	900000	100	900000	
T/F W&S B&I USA YEAST	3800 15								
T/F W & S CONTINGENCY	3800 17								
T/F WATER METER PROJEC	3800 78								
T/F '12 W&S REV BOND C	3800 94								
T/F '10 W&S GO BONDS	3800 99								
-----		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		399,583	382295	95	4,795,000	4980185	103	4795000	185185-
-----		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		399,583	382295	95	4,795,000	4980185	103	4795000	185185-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912		7125000			11730000			11730000-
BOND PREMIUM	3913					231244			231244-
ACCRUED INTEREST	3915								
-----		-----	-----	----	-----	-----	----	-----	-----
SALE OF BONDS			7125000			11961244			11961244-
-----		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS			7125000			11961244			11961244-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	563,170			6,758,042			6758042	6758042
-----		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE		563,170			6,758,042			6758042	6758042
-----		-----	-----	----	-----	-----	----	-----	-----
REVENUES		962,753	7507638	779	11,553,042	16945017	146	11553042	5391975-

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC									
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		1,447,933	2615670	180	17,375,200	20391879	117	17375200	3016679-

012012 - 1999 TAX INCRE B&I-REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE	UNREALIZED BALANCE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1			10		10-	
OTHER INTEREST	3407								
TREASURY NOTES	3409								

INTEREST EARNINGS			1			10		10-	

MISCELLANEOUS			1			10		10-	

TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '99 TAX INCRE CONS	3800 103								
T/F TAX COLLECTORS-GPT	3800 27								

TRANSFERS FROM OTHR									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	572			6,874		6874	6874	

BEGINNING CASH BALANC		572			6,874		6874	6874	

REVENUES		572	1		6,874	10	6874	6864	

CITY OF HATTIESBURG

REVENUE REPORT

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ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
PROPERTY TAX DISTR-SUNB	2728								
KOHLER DEBT.SER-FORREST	2730	434			5,210	5210	100	5210	
		-----	-----	----	-----	-----	-----	-----	-----
CITY/COUNTY-SHARED RE		434			5,210	5210	100	5210	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	125	136	108	1,500	1268	84	1500	232
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	-----	-----	-----
INTEREST EARNINGS		125	136	108	1,500	1268	84	1500	232
RENTS AND ROYALTIES	3410								
BUILDING	3412								
KOHLER	3412 17								
ABILITYWORKS INC (ALLI	3412 19								
OTHER BLDG. RENT	3412 99								
		-----	-----	----	-----	-----	-----	-----	-----
BUILDING									
		-----	-----	----	-----	-----	-----	-----	-----
RENTS AND ROYALTIES									
		-----	-----	----	-----	-----	-----	-----	-----
MISCELLANEOUS		125	136	108	1,500	1268	84	1500	232
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F SPEC.SALES TAX	3800 107	10,426	10427	100	125,119	125124	100	125119	5-
T/F TAX COLLECTORS-GPT	3800 27	243,750	174710	71	2,925,000	3054739	104	2925000	129739-
T/F INDUSTRIAL PARK DE	3800 87								
T/F IND.PARK (KOHLER)	3800 87K	22,850			274,211	274211	100	274211	
T/F IND.PARK (SUNBEAM)	3800 87S								
T/F D/T LIGHTING	3800 90								
T/F MDB CAPITAL PROJEC	3800 96								
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR		277,027	185137	66	3,324,330	3454074	103	3324330	129744-
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS		277,027	185137	66	3,324,330	3454074	103	3324330	129744-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
SALE OF BONDS	3912					5400000			5400000-
BOND PREMIUM	3913					261040			261040-
ACCRUED INT-RFDG BONDS	3915								
		-----	-----	----	-----	-----	-----	-----	-----

SALE OF BONDS					5661040			5661040-	
SALE OF REAL ESTATE-SAC	3920	17,739			212,875	212875	100	212875	
REFUND & RECOVERY	3965		19508			19508			19508-
	-----	-----	-----	---	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		17,739	19508	109	212,875	5893423	2768	212875	5680548-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	257,318			3,087,826			3087826	3087826
	-----	-----	-----	---	-----	-----	----	-----	-----
BEGINNING CASH BALANC		257,318			3,087,826			3087826	3087826
	-----	-----	-----	---	-----	-----	----	-----	-----
REVENUES		552,645	204780	37	6,631,741	9353975	141	6631741	2722234-

014014 - SCHOOL FUND REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

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ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		807624			16757657			16757657-
T/F TAX COLL-GPT-'88 B	3800 27SB		106690			2278070			2278070-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR			914314			19035727			19035727-
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS			914314			19035727			19035727-
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			914314			19035727			19035727-

ALL FUNDS

12 MONTHS ENDING 09/30/16

[illegible]

018018 - P&FD&R REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470		1570			9283			9283-
MISCELLANEOUS			1570			9283			9283-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		79227			1309340			1309340-
TRANSFERS FROM OTHR			79227			1309340			1309340-
TRANSFERS			79227			1309340			1309340-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			80796			1318623			1318623-

CONTRIB-PETAL	3453							
CONTRIB-METRO CRIME ST	3454							
CONTRIBUTIONS-FORREST	3455							
CONTRIBUTIONS-OTHER	3459							

CONTRIBUTIONS-PUBLIC								
CONTRIBUTIONS-PRIVATE	3460							
CONTRIB-D.A.R.E.	3461							
CONTRIB-OTHER	3469							

CONTRIBUTIONS-PRIVAT								

MISCELLANEOUS			15			146		146-
TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							
T/F GENERAL FUND	3800 01							

TRANSFERS FROM OTHR								

TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF EQUIPMENT	3940							
SALE OF CANINES	3946							
INSURANCE REIMB-STORM	3962							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	20,612			247,355		247355	247355

BEGINNING CASH BALANC		20,612			247,355		247355	247355

REVENUES		20,612	1799	8	247,355	154669	62	247355 92686

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
FORREST CTY	2705	12,151			145,814	142728	97	145814	3086
CITY/COUNTY-SHARED RE		12,151			145,814	142728	97	145814	3086
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		10			126			126-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			10			126			126-
MISCELLANEOUS			10			126			126-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	12,151			145,814	50000	34	145814	95814
T/F '02 TIF CONSTR-SO.	3800 88								
T/F '14 TIF CONSTR-SO.	3800 91								
TRANSFERS FROM OTHER		12,151			145,814	50000	34	145814	95814
TRANSFERS		12,151			145,814	50000	34	145814	95814
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	21,209			254,519			254519	254519
BEGINNING CASH BALANCE		21,209			254,519			254519	254519
REVENUES		45,512	10		546,147	192854	35	546147	353293

CITY OF HATTIESBURG

REVENUE REPORT

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ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		3			34			34-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			3			34			34-
MISCELLANEOUS			3			34			34-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F '04 TIF CONSTR-HOM	3800 89								
TRANSFERS FROM OTHER									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	5,604			67,250			67250	67250
BEGINNING CASH BALANCE		5,604			67,250			67250	67250
REVENUES		5,604	3		67,250	34		67250	67216

CITY OF HATTIESBURG

REVENUE REPORT

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ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		1			76			76-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			1			76			76-
MISCELLANEOUS			1			76			76-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F GENERAL FUND	3800 01								
T/F TAX COLLECTORS-GPT	3800 27	18,630			223,560	90000	40	223560	133560
T/F 2003 TIF CONST-CHA	3800 90								
TRANSFERS FROM OTHER		18,630			223,560	90000	40	223560	133560
TRANSFERS		18,630			223,560	90000	40	223560	133560
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	17,593			211,117			211117	211117
BEGINNING CASH BALANCE		17,593			211,117			211117	211117
REVENUES		36,223	1		434,677	90076	20	434677	344601

CITY OF HATTIESBURG

REVENUE REPORT

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ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708	9,431			113,172	113172	100	113172	
		-----	-----	----	-----	-----	-----	-----	-----
CITY/COUNTY-SHARED RE		9,431			113,172	113172	100	113172	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405	25	1	4	300	115	38	300	185
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	-----	-----	-----
INTEREST EARNINGS		25	1	4	300	115	38	300	185
		-----	-----	----	-----	-----	-----	-----	-----
MISCELLANEOUS		25	1	4	300	115	38	300	185
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	28,298			339,578	125000	36	339578	214578
T/F 2007 TIF CONST-TUR	3800 91								
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHER		28,298			339,578	125000	36	339578	214578
		-----	-----	----	-----	-----	-----	-----	-----
TRANSFERS		28,298			339,578	125000	36	339578	214578
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
		-----	-----	----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	19,036			228,432			228432	228432
		-----	-----	----	-----	-----	-----	-----	-----
BEGINNING CASH BALANCE		19,036			228,432			228432	228432
		-----	-----	----	-----	-----	-----	-----	-----
REVENUES		56,790	1		681,482	238288	34	681482	443194

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL ESTIMATE	UNREALIZED BALANCE
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV		
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708								

CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		4			64		64-	
OTHER INTEREST	3407								
TREASURY NOTES	3409								

INTEREST EARNINGS			4			64		64-	

MISCELLANEOUS			4			64		64-	

TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F 2008 TIF CONST-L/C	3800 90								

TRANSFERS FROM OTHER									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	12,784			153,417		153417	153417	

BEGINNING CASH BALANCE		12,784			153,417		153417	153417	

REVENUES		12,784	4		153,417	64	153417	153353	

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMENTAL REVENUE	230A								
CITY/COUNTY-SHARED REVENUE	270B								
LAMAR CTY	2708	2,559			30,713	30144	98	30713	569
		-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE		2,559			30,713	30144	98	30713	569
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		2			13			13-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			2			13			13-
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS			2			13			13-
TRANSFERS	380A								
TRANSFERS FROM OTHER FUND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,542			66,512	35000	52	66512	31512
T/F 2011 TIF CONST-KOH	3800 91								
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHER		5,542			66,512	35000	52	66512	31512
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		5,542			66,512	35000	52	66512	31512
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
APPROPRIABLE FUND BALANCE	3999	2,973			35,676			35676	35676
		-----	-----	----	-----	-----	----	-----	-----
NON-REVENUE RECEIPTS		2,973			35,676			35676	35676
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		11,075	2		132,901	65157	49	132901	67744

TAXES-OTHER		118185		391373		391373-
LICENSES, PERMITS & FEES 220A						
OTHER PERMITS & FEES 2230						
CITY CLERK FEES 2232						
OTHER PERMITS & FEES						
LICENSES, PERMITS & F						
MISCELLANEOUS 340A						
INTEREST EARNINGS 3400						
CERTIFICATES OF DEPOSI 3402						
SAVINGS ACCOUNT/MMA 3405		65		4531		4531-
TREASURY NOTES 3409						

027027 - TAX COLLECTOR'S REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
INTEREST EARNINGS			65			4531			4531-
MISCELLANEOUS			65			4531			4531-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
REVENUES			2256143			41040172			41040172-

10/05/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
FLOWAGE FEE	2295								
OTHER PERMITS & FEES									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEDERAL AVIATION ADM.	2330	188,157			2,257,890	1967274	87	2257890	290616
FEDERAL GRANTS		188,157			2,257,890	1967274	87	2257890	290616
STATE GRANTS	250B								
MDOT-MULTIMODAL GRANT	2509								
AIRPORT GRANT	2540	10,453			125,438			125438	125438
STATE GRANTS		10,453			125,438			125438	125438
STATE-SHARED REVENUE	260B								
AIRPLANE REGISTRATION T	2655								
STATE-SHARED REVENUE									
CITY/COUNTY-SHARED REVEN	270B								
AIRPORT ASSIST-FORREST	2725								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		10			1081			1081-
INTEREST EARNINGS			10			1081			1081-
RENTS AND ROYALTIES	3410								
BUILDING	3412								
YORK INT/JOHNSON CONT	3412 12	416			5,000			5000	5000
LORESCO INC	3412 13	100	100	100	1,200	1200	100	1200	
COCA COLA (1906 COMPA	3412 14								
H'BURG HANGER ASSN.	3412 18								
SOUTHEAST AVIATION SE	3412 21	1,833	1667	90	22,000	19205	87	22000	2795
SE AVIATION BLDG LAND	3412 22					2400			2400-
OTHER BLDG. RENT	3412 99								
BUILDING		2,350	1767	75	28,200	22805	80	28200	5395
MINERAL LEASE-AIRPORT	3418								
RENTS AND ROYALTIES		2,350	1767	75	28,200	22805	80	28200	5395
MISCELLANEOUS		2,350	1776	75	28,200	23885	84	28200	4315
TRANSFERS	380A								

TRANSFERS FROM OTHR FND	3800							
T/F GENERAL FUND	3800 01							
TRANSFERS FROM OTHR								
TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF REAL ESTATE	3920							
SALE OF TIMBER	3923	1,867		22,415	22415	100	22415	
NON-REVENUE RECEIPTS		1,867		22,415	22415	100	22415	
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	10,184		122,219			122219	122219
BEGINNING CASH BALANC		10,184		122,219			122219	122219
REVENUES		213,013	1776	2,556,162	2013574	78	2556162	542588

10/05/16

[illegible]

10/05/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

UNREALIZED
BALANCE[illegible]

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
		ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
FEMA RELIEF	2337								

FEDERAL GRANTS									
STATE GRANTS	250B								
STATE BOND FDS	2501								
STATE BOND FDS/GORDON	2501 01								
STATE BOND FDS/GORDON	2501 02								
STATE BOND FDS/LLT EDW	2501 03					145000			145000-

STATE BOND FDS						145000			145000-
GORDON CRK PATH/PAT HAR	2502								
MDIP-HBRG CLINIC ACCESS	2530	38,655			463,868	49875	10	463868	413993
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-BONHOMIE/TATUM SI	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02								
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04		178325			904452			904452-
MDOT-LLT-US 49 TO MAIN	2555 05	88,277	8546	9	1,059,330	8546		1059330	1050784
MDOT-#2 HARDY ST WIDEN	2555 06								
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08								
MDOT-SIDEWALKS-SCHOOLS	2555 09								
MDOT-WESTERN BELTWAY	2555 10	4,500	15666	348	54,000	15666	29	54000	38334
MDOT-RAILROAD CROSSING	2555 11								
MDOT-FUTURE PROJECT	2555 12								
MDOT-B'WAY,MOBILE TE	2555 13	55,583	119210	214	667,000	594597	89	667000	72403
MDOT-34TH AVE TE	2555 14	8,917			107,014	91455	85	107014	15559
MDOT-4TH ST PHASE I	2555 15					39210			39210-
MDOT-4TH ST PHASE II	2555 16	72,938			875,264			875264	875264
MDOT-MARTIN LUTHER KIN	2555 17								
MDOT-SIDEWALKS-HAWKINS	2555 18	16,541			198,500			198500	198500
MDOT-SIDEWALKS-TUSCAN	2555 19	25,390			304,684			304684	304684
MDOT-LLT DEPOT TO CHAI	2555 20	43,197			518,373			518373	518373
MDOT-J ED TURNER BIKE	2555 21	16,800			201,600			201600	201600

MDOT-MPO GRANT		332,147	321747	96	3,985,765	1653926	41	3985765	2331839

STATE GRANTS		370,802	321747	86	4,449,633	1848801	41	4449633	2600832
CITY/COUNTY-SHARED REVEN	270B								
FORREST - INFRAST. IMPR	2707								
PRO-RATA CTY RD TAX-FOR	2710	107,916	57106	52	1,295,000	621079	47	1295000	673921

PRO-RATA CTY RD TAX-LAM	2715	62,083	26713	43	745,000	1184431	158	745000	439431-
MISCELLANEOUS GRANTS	2740								

CITY/COUNTY-SHARED RE		170,000	83819	49	2,040,000	1805510	88	2040000	234490
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								

INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	2,083			25,000			25000	25000
CONTRIB-RAILS TO TRAIL	3457	3,125			37,500	37500	100	37500	

CONTRIBUTIONS-PUBLIC		5,208			62,500	37500	60	62500	25000

CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-RAILROAD PROJE	3461								
CONTRIB-CHAUVET SQ.PRO	3469								

CONTRIBUTIONS-PRIVAT									

MISCELLANEOUS		5,208			62,500	37500	60	62500	25000
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F W & S CONSTRUCTION	3800 75								
T/F INDUSTRIAL PARK DE	3800 87								

TRANSFERS FROM OTHR									

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
REFUND & RECOVERY	3965								
REFUND-COST SHARING	3969								
CAPITAL LEASE PROCEEDS	3970								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	146,978			1,763,737			1763737	1763737

BEGINNING CASH BALANC		146,978			1,763,737			1763737	1763737

REVENUES		692,989	405566	58	8,315,870	3691810	44	8315870	4624060

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS

10/05/16

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
UMTA-MASS TRANS-OPER.C/	2340	41,590	28846	69	499,086	372977	74	499086	126109
UMTA-MASS TRANS-CAPTL.	2341	26,391			316,700	39088	12	316700	277612
UMTA-MASS TRANS-PLANNIN	2342								
UMTA-MASS TRANS-P/Y	2343								
UMTA-MASS TRANS-PREV.C/	2344	10,673	18943	177	128,080	149496	116	128080	21416-
ARRA-MASS TRANS	2345								
JARC-MASS TRANS	2346	15,331			183,982	29892	16	183982	154090
		-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS		93,987	47789	50	1,127,848	591453	52	1127848	536395
STATE GRANTS	250B								
MDOT GRANT (PLANNING/CAP	2555								
		-----	-----	----	-----	-----	----	-----	-----
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		12			111			111-
		-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			12			111			111-
MASS TRANSIT CHARGES	3520								
BUS FARES-FIXED ROUTES	3525	3,291	3238	98	39,500	40900	103	39500	1400-
BUS FARES-DEMAND RES-D	3527								
ADVERTISING	3535	208	170	81	2,500	3258	130	2500	758-
MISC. CHARGES & FEES	3540								
		-----	-----	----	-----	-----	----	-----	-----
MASS TRANSIT CHARGES		3,500	3408	97	42,000	44158	105	42000	2158-
		-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		3,500	3419	97	42,000	44268	105	42000	2268-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	19,166			230,000	230000	100	230000	
T/F TAX COLLECTORS-GPT	3800 27	17,500	12373	70	210,000	216085	102	210000	6085-
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		36,666	12373	33	440,000	446085	101	440000	6085-
		-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		36,666	12373	33	440,000	446085	101	440000	6085-
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967					1240			1240-
		-----	-----	----	-----	-----	----	-----	-----

NON-REVENUE RECEIPTS		1240						1240-	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	27,543			330,519			330519	330519
		-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		27,543			330,519			330519	330519
		-----	-----	----	-----	-----	----	-----	-----
REVENUES		161,697	63581	39	1,940,367	1083046	55	1940367	857321

10/05/16

.....CURRENT.....			YEAR-TO-DATE.....		
ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV

UNREALIZED
BALANCE

	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-USA YEAST	2336								
FEMA RELIEF	2337								
CDBG-WIS PAK	2338								
CDBG-WATER PLANT 2 RENO	2339								
MDA DIP DEWS WTR LINES	2352					38718			38718-
US CORPS OF ENGR PROJEC	2354								
LAGOON AERATORS-DOE ARR	2357								
COUNTRY CLUB WATER-EPA	2358								
NRCS EROSION CONTROL GR	2512								
I.P.-HYBERPLASTIC-MDA G	2514								
	-----	-----	-----	----	-----	-----	----	-----	-----
FEDERAL GRANTS						38718			38718-
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
PETAL	2737								
LAMAR PARK	2738								
	-----	-----	-----	----	-----	-----	----	-----	-----
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		284			3988			3988-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS			284			3988			3988-
RENTS AND ROYALTIES	3410								
LAND	3411								
TRITELL COMMUNICATION	3411 12								
AT&T/CINGULAR(WTR WOR	3411 13	1,250			15,000			15000	15000
SBA STRUCTURES (WM CA	3411 14	1,275			15,300	14864	97	15300	436
CCATT HOLDINGS-WATER	3411 15	1,500	652	43	18,000	7062	39	18000	10938
AP WIRELESS INVESTMEN	3411 16	16,666			200,000	239998	119	200000	39998-
	-----	-----	-----	----	-----	-----	----	-----	-----
LAND		20,691	652	3	248,300	261924	105	248300	13624-
BUILDING	3412								
USM CELLULAR ONE RENT	3412 41								
TH INC MANAGEMENT(USM	3412 42								
VERIZON-USM WATER TAN	3412 43								
CELLULAR SOUTH(MULTI	3412 44								
	-----	-----	-----	----	-----	-----	----	-----	-----
BUILDING									
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES		20,691	652	3	248,300	261924	105	248300	13624-
CONTRIBUTIONS-PRIVATE	3460								

CONTRIB-USA YEAST SWR	3461								

CONTRIBUTIONS-PRIVAT									

MISCELLANEOUS		20,691	937	4	248,300	265912	107	248300	17612-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	175,633	1351318	769	2,107,600	5066056	240	2107600	2958456-
T/F W & S CONTINGENCY	3800 17								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								

TRANSFERS FROM OTHR		175,633	1351318	769	2,107,600	5066056	240	2107600	2958456-

TRANSFERS		175,633	1351318	769	2,107,600	5066056	240	2107600	2958456-

NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	262,362			3,148,352			3148352	3148352

BEGINNING CASH BALANC		262,362			3,148,352			3148352	3148352

REVENUES		458,687	1352255	294	5,504,252	5370687	97	5504252	133565

ALL FUNDS

12 MONTHS ENDING 09/30/16

		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
SAENGER RESTORA/MAINT	3125								
SAENGER CONCESSIONS	3132								
GIFT SHOP CONCESSIONS	3135								
TCKT MASTER/IN-HOUSE P	3136								
MCNAIR REC CTR USE FE	3140					1125			1125-
SIGLER CENTER USE FEE	3141	250	570	228	3,000	4835	161	3000	1835-
C.E.ROY/5TH ST.C.C.USE	3142	416	558	134	5,000	9239	184	5000	4239-
JDS C.C. USE FEE	3143	833	1265	151	10,000	10482	104	10000	482-
SAENGER THEATER USE FE	3144								
CULTURAL CTR USE FEE	3146	416	250	60	5,000	5350	107	5000	350-
N R BURGER/6TH ST CC U	3148								
	-----	-----	-----	----	-----	-----	----	-----	-----
CULTURE AND RECREATI		1,916	2643	137	23,000	31031	134	23000	8031-
	-----	-----	-----	----	-----	-----	----	-----	-----
CHARGES FOR SERVICES		1,916	2643	137	23,000	31031	134	23000	8031-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	14	72	514	175	395	225	175	220-
	-----	-----	-----	----	-----	-----	----	-----	-----
INTEREST EARNINGS		14	72	514	175	395	225	175	220-
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
	-----	-----	-----	----	-----	-----	----	-----	-----
RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
	-----	-----	-----	----	-----	-----	----	-----	-----
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
	-----	-----	-----	----	-----	-----	----	-----	-----
MISCELLANEOUS		14	72	514	175	395	225	175	220-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	82,500			990,000	990000	100	990000	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS FROM OTHR		82,500			990,000	990000	100	990000	
	-----	-----	-----	----	-----	-----	----	-----	-----
TRANSFERS		82,500			990,000	990000	100	990000	
NON-REVENUE RECEIPTS	390A								
COMMISSIONS-TCKTS/CONCE	3963								
REFUND & RECOVERY	3965					1462			1462-
RECOVERY OF DAMAGE CLAI	3967								

NON-REVENUE RECEIPTS	-----	-----	-----	----	-----	-----	----	-----	-----
						1462			1462-
BEGINNING CASH BALANCE 399A									
APPROPRIABLE FUND BALAN 3999		27,601			331,220			331220	331220
	-----	-----	-----	----	-----	-----	----	-----	-----
BEGINNING CASH BALANC		27,601			331,220			331220	331220
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES		112,032	2715	2	1,344,395	1022888	76	1344395	321507

10/05/16

[illegible]

HOME ENTITLEMENT-199		
CDBG-ENTITLEMENT-1998	2395	
CDBG-ENT.-ADMINISTRATI	2395	ADM
CDBG-ENT.-DEMOLITION	2395	DEM
CDBG-ENT.-DRAINAGE	2395	DRG
CDBG-ENT.-EATON SCHOOL	2395	EAT
CDBG-ENT.-EMER.REHAB.	2395	ER
CDBG-ENT.-FULL REHAB.	2395	FR
CDBG-ENT.-NEIGHBORHD G	2395	NG
CDBG-ENT.-PLANNING	2395	PL
CDBG-ENT.-PUBLIC SERVI	2395	PS

CDBG-ENTITLEMENT-199

HOME ENTITLEMENT-1999	2397	
HOME ENTIT-AFFORD.HOUS	2397	AH
HOME ENTIT-CHDO ADMIN	2397	CHDOAD
HOME ENTIT-CHDO SETASI	2397	CHDOSA
HOME ENTIT-DOWNPAYMENT	2397	DA
HOME ENTIT-DA RECAPTUR	2397	DAR
HOME ENTIT-FULL REHAB.	2397	FR

HOME ENTITLEMENT-199

CDBG-ENTITLEMENT-1999	2399	
CDBG-ENT.-ADMINISTRATI	2399	ADM
CDBG-ENT.-BRADY ST SEW	2399	BSS
CDBG-ENT.-DEMOLITION	2399	DEM
CDBG-ENT.-DRAINAGE	2399	DRG
CDBG-ENT.-EATON SCHOOL	2399	EAT
CDBG-ENT.-EMER.REHAB.	2399	ER
CDBG-ENT.-FULL REHAB.	2399	FR
CDBG-ENT.-NEIGHBORHD G	2399	NG
CDBG-ENT.-PLANNING	2399	PL
CDBG-ENT.-PRVO	2399	PRVO
CDBG-ENT.-PUBLIC SERVI	2399	PS
CDBG-ENT.-SIDEWALKS	2399	SWLK

CDBG-ENTITLEMENT-199

CDBG-ENTITLEMENT-2000	2401	
CDBG-ENT.-ADMINISTRATI	2401	ADM
CDBG-ENT.-DEMOLITION	2401	DEM
CDBG-ENT.-DRAINAGE	2401	DRG
CDBG-ENT.-EMER.REHAB.	2401	ER
CDBG-ENT.-FACADE PROG	2401	FAC
CDBG-ENT.-FULL REHAB.	2401	FR
CDBG-ENT.-NEIGHBORHD G	2401	NG
CDBG-ENT.-PUBLIC SERVI	2401	PS
CDBG-ENT.-SIDEWALKS	2401	SWLK

CDBG-ENTITLEMENT-200

HOME ENTITLEMENT-2000	2402	
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HOME ENTIT-AFFORD.HOUS	2402	AH						
HOME ENTIT-CHDO ADMIN	2402	CHDOAD						
HOME ENTIT-CHDO SETASI	2402	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2402	DA						
HOME ENTIT-FULL REHAB.	2402	FR						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2001	2403							
CDBG-ENT.-ADMINISTRATI	2403	ADM						
CDBG-ENT.-DEMOLITION	2403	DEM						
CDBG-ENT.-DRAINAGE	2403	DRG						
CDBG-ENT.-EATON SCHOOL	2403	EAT						
CDBG-ENT.-EMER.REHAB.	2403	ER						
CDBG-ENT.-FACADE PROG	2403	FAC						
CDBG-ENT.-FULL REHAB.	2403	FR						
CDBG-ENT.-D/T LIGHTING	2403	LIGHT						
CDBG-ENT.-PLANNING	2403	PL						
CDBG-ENT.-PUBLIC SERVI	2403	PS						
CDBG-ENT.-SIDEWALKS	2403	SWLK						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2001	2404							
HOME ENTIT-ADMINISTRAT	2404	ADM						
HOME ENTIT-AFFORD.HOUS	2404	AH						
HOME ENTIT-CHDO ADMIN	2404	CHDOAD						
HOME ENTIT-CHDO SETASI	2404	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2404	DA						
HOME ENTIT-FULL REHAB.	2404	FR						

HOME ENTITLEMENT-200								
HOME ENTITLEMENT-2002	2406							
HOME ENTIT-ADMINISTRAT	2406	ADM						
HOME ENTIT-AFFORD.HOUS	2406	AH						
HOME ENTIT-CHDO OPERAT	2406	CHDO						
HOME ENTIT-DOWNPAYMENT	2406	DA						
HOME ENTIT-FULL REHAB.	2406	FR						
HOME ENTIT-HOME BUYER	2406	HBE						
HOME ENTIT	2406	HE						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2002	2407							
CDBG-ENT.-ADMINISTRATI	2407	ADM						
CDBG-ENT.-ADMIN/EMER R	2407	ADMER						
CDBG-ENT.-ADMIN/FULL R	2407	ADMFR						
CDBG ENT.-CHDO OPERATI	2407	CHDO						
CDBG-ENT.-DEMOLITION	2407	DEM						
CDBG-ENT.-DRAINAGE	2407	DRG						
CDBG-ENT.-EATON SCHOOL	2407	EAT						
CDBG-ENT.-EMER.REHAB.	2407	ER						
CDBG-ENT.-FACADE PROG	2407	FAC						
CDBG-ENT.-FULL REHAB.	2407	FR						

CDBG-ENT.-PLANNING	2407	PL						
CDBG-ENT.-PUBLIC SERVI	2407	PS						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2003	2408							
HOME ENTIT-ADMINISTRAT	2408	ADM						
HOME ENTIT-AFFORD.HOUS	2408	AH						
HOME ENTIT-CHDO OPERAT	2408	CHDO						
HOME ENTIT-DOWNPAYMENT	2408	DA						
HOME ENTIT-FULL REHAB.	2408	FR						
HOME ENTIT-REHAB.SUBRE	2408	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2003	2409							
CDBG-ENT.-ADMINISTRATI	2409	ADM						
CDBG-ENT.-ADMIN/EMER R	2409	ADMER						
CDBG-ENT.-ADMIN/FULL R	2409	ADMFR						
CDBG-ENT.-ADMIN/PUBLIC	2409	ADMPS						
CDBG-ENT.-DEMOLITION	2409	DEM						
CDBG-ENT.-EMER ALERT P	2409	EAP						
CDBG-ENT.-EMER.REHAB.	2409	ER						
CDBG-ENT.-FACADE PROG	2409	FAC						
CDBG-ENT.-FULL REHAB.	2409	FR						
CDBG-ENT.-MICRO LOAN P	2409	MLP						
CDBG-ENT.-PLANNING	2409	PL						
CDBG-ENT.-PUBLIC SERVI	2409	PS						
CDBG-ENT.-REHAB.SUBREC	2409	RSC						
CDBG-ENT.-WORLD CHANGE	2409	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2004	2410							
HOME ENTIT-ADMINISTRAT	2410	ADM						
HOME ENTIT-AFFORD.HOUS	2410	AH						
HOME ENTIT-CHDO SETASI	2410	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2410	DA						
HOME ENTIT-FULL REHAB.	2410	FR						
HOME ENTIT-REHAB.SUBRE	2410	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2004	2411							
CDBG-ENT.-ADMINISTRATI	2411	ADM						
CDBG-ENT.-ADMIN/FULL R	2411	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2411	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2411	ADMPS						
CDBG-ENT.-DEMOLITION	2411	DEM						
CDBG-ENT.-EMER ALERT P	2411	EAP						
CDBG-ENT.-ENGINEERING	2411	EP						
CDBG-ENT.-FACADE PROG	2411	FAC						
CDBG-ENT.-FULL REHAB.	2411	FR						
CDBG-ENT.-HOUSING REPR	2411	HR						
CDBG-ENT.-PLANNING	2411	PL						

CDBG-ENT.-WORLD CHANGE	2411	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2005	2412							
HOME ENTIT-ADMINISTRAT	2412	ADM						
HOME ENTIT-AFFORD.HOUS	2412	AH						
HOME ENTIT-CHDO OPERAT	2412	CHDO						
HOME ENTIT-DOWNPAYMENT	2412	DA						
HOME ENTIT-FULL REHAB.	2412	FR						
HOME ENTIT-HOUSING REH	2412	HR						
HOME ENTIT-REHAB.SUBRE	2412	RSC						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2005	2413							
CDBG-ENT.-ADMINISTRATI	2413	ADM						
CDBG-ENT.-ADMIN/FULL R	2413	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2413	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2413	ADMPS						
CDBG-ENT.-DEMOLITION	2413	DEM						
CDBG-ENT.-ENGINEERING	2413	EP						
CDBG-ENT.-FACADE PROG	2413	FAC						
CDBG-ENT.-FULL REHAB.	2413	FR						
CDBG-ENT.-HOUSING REPR	2413	HR						
CDBG-ENT.-PLANNING	2413	PL						
CDBG-ENT.-PUBLIC SERVI	2413	PS						
CDBG-ENT.-WORLD CHANGE	2413	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2006	2414							
HOME ENTIT-ADMINISTRAT	2414	ADM						
HOME ENTIT-AFFORD.HOUS	2414	AH						
HOME ENTIT-CHDO ADMIN	2414	CHDO						
HOME ENTIT-CHDO SETASI	2414	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2414	DA						
HOME ENTIT-HOUSING REH	2414	HR						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2006	2415							
CDBG-ENT.-ADMINISTRATI	2415	ADM						
CDBG-ENT.-ADMIN/FULL R	2415	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2415	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2415	ADMPS						
CDBG-ENT.-DEMOLITION	2415	DEM						
CDBG-ENT.-DRAINAGE	2415	DRG						
CDBG-ENT.-ENGINEERING	2415	EP						
CDBG-ENT.-FACADE PROG	2415	FAC						
CDBG-ENT.-FULL REHAB.	2415	FR						
CDBG-ENT.-HOUSING REPR	2415	HR						
CDBG-ENT.-PLANNING	2415	PL						
CDBG-ENT.-PUBLIC SERVI	2415	PS						
CDBG-ENT.-WORLD CHANGE	2415	WC						

CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2007	2416	
HOME ENTIT-ADMINISTRAT	2416	ADM
HOME ENTIT-AFFORD.HOUS	2416	AH
HOME ENTIT-CHDO ADMIN	2416	CHDOAD
HOME ENTIT-CHDO SETASI	2416	CHDOSA
HOME ENTIT-DOWNPAYMENT	2416	DA
HOME ENTIT-FULL REHAB.	2416	FR
HOME ENTIT-HOUSING REH	2416	HR
HOME ENTIT-PLANNING	2416	PL

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2007	2417	
CDBG-ENT.-ADMINISTRATI	2417	ADM
CDBG-ENT.-ADMIN/FULL R	2417	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2417	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2417	ADMPS
CDBG-ENT.-DEMOLITION	2417	DEM
CDBG-ENT.-ENGINEERING	2417	EP
CDBG-ENT.-FACADE PROG	2417	FAC
CDBG-ENT.-FULL REHAB.	2417	FR
CDBG-ENT.-HOUSING REPR	2417	HR
CDBG-ENT.-INFRASTRUC P	2417	IS
CDBG-ENT.-PLANNING	2417	PL
CDBG-ENT.-PUBLIC SERVI	2417	PS
CDBG-ENT.-WORLD CHANGE	2417	WC

CDBG-ENTITLEMENT-200		
HOME ENTITLEMENT-2008	2418	
HOME ENTIT-ADMINISTRAT	2418	ADM
HOME ENTIT-AFFORD.HOUS	2418	AH
HOME ENTIT-CHDO ADMIN	2418	CHDOAD
HOME ENTIT-CHDO SETASI	2418	CHDOSA
HOME ENTIT-DOWNPAYMENT	2418	DA
HOME ENTIT-HOUSING REH	2418	HR

HOME ENTITLEMENT-200		
CDBG-ENTITLEMENT-2008	2419	
CDBG-ENT.-ADMINISTRATI	2419	ADM
CDBG-ENT.-ADMIN/FULL R	2419	ADMFR
CDBG-ENT.-ADMIN/HSG RE	2419	ADMHR
CDBG-ENT.-ADMIN/PUBLIC	2419	ADMPS
CDBG-ENT.-BLUE ROOFS	2419	BR
CDBG-ENT.-DEMOLITION	2419	DEM
CDBG-ENT.-DOWNTOWN LIG	2419	DL
CDBG-ENT.-DRAINAGE	2419	DRG
CDBG-ENT.-ENGINEERING	2419	EP
CDBG-ENT.-FACADE PROG	2419	FAC
CDBG-ENT.-FULL REHAB.	2419	FR
CDBG-ENT.-HOUSING REPR	2419	HR
CDBG-ENT.-INFRASTRUC P	2419	IS
CDBG-ENT.-PLANNING	2419	PL

CDBG-ENT.-PUBLIC SERVI	2419	PS						
CDBG-ENT.-WORLD CHANGE	2419	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2009	2420							
HOME ENTIT-ADMINISTRAT	2420	ADM						
HOME ENTIT-AFFORD.HOUS	2420	AH						
HOME ENTIT-CHDO ADMIN	2420	CHDO						
HOME ENTIT-CHDO SETASI	2420	CHDOSA						
HOME ENTIT-DOWNPAYMENT	2420	DA						
HOME ENTIT-HOUSING REH	2420	HR						
HOME ENTIT-RECONS-SA P	2420	RECSA						

HOME ENTITLEMENT-200								
CDBG-ENTITLEMENT-2009	2421							
CDBG-ENT.-ADMINISTRATI	2421	ADM						
CDBG-ENT.-ADM DISABIL	2421	ADMDA						
CDBG-ENT.-ADMIN/FULL R	2421	ADMFR						
CDBG-ENT.-ADMIN/HSG RE	2421	ADMHR						
CDBG-ENT.-ADMIN/PUBLIC	2421	ADMPS						
CDBG-ENT.-DEMOLITION	2421	DEM						
CDBG-ENT.-DOWNTOWN LIG	2421	DL						
CDBG-ENT.-ENGINEERING	2421	EP						
CDBG-ENT.-FACADE PROG	2421	FAC						
CDBG-ENT.-FACILITIES	2421	FC						
CDBG-ENT.-FULL REHAB.	2421	FR						
CDBG-ENT.-HOUSING REPR	2421	HR						
CDBG-ENT.-INFRASTRUC P	2421	IS						
CDBG-ENT.-PLANNING	2421	PL						
CDBG-ENT.-PUBLIC SERVI	2421	PS						
CDBG-ENT.-WORLD CHANGE	2421	WC						

CDBG-ENTITLEMENT-200								
HOME ENTITLEMENT-2010	2422							
HOME ENTIT-ADMINISTRAT	2422	ADM						
HOME ENTIT-CHDO ADMIN	2422	CHDO						
HOME ENTIT-CHDO SETASI	2422	CHDOSA						
HOME ENTIT-DWNPYMNT AS	2422	DA						
HOME ENTIT-FULL REHAB	2422	FR						

HOME ENTITLEMENT-201								
CDBG-ENTITLEMENT-2010	2423							
CDBG-ENT.-ADMINISTRATI	2423	ADM						
CDBG-ENT.-ADM DISABIL	2423	ADMDISAD						
CDBG-ENT.-DEMOLITION	2423	DEM						
CDBG-ENT.-FACADE PROG	2423	FAC						
CDBG-ENT.-HOUSING REPR	2423	HR						
CDBG-ENT.-INFRASTRUC P	2423	IS						
CDBG-ENT.-PROJECT DELI	2423	PD						
CDBG-ENT.-PUBLIC SERVI	2423	PS						

CDBG-ENTITLEMENT-201								

HOME ENTITLEMENT-2011	2424							
HOME ENTIT-ADMINISTRAT	2424	ADM						
HOME ENTIT-CHDO SETASI	2424	CHDOSA						
HOME ENTIT-HOUSING PRO	2424	HP						

HOME ENTITLEMENT-201								
CDBG-ENTITLEMENT-2011	2425							
CDBG-ENT.-ADMINISTRATI	2425	ADM						
CDBG-ENT.-ADM DISABIL	2425	ADMDISAD						
CDBG-ENT.-DEMOLITION	2425	DEM						
CDBG-ENT.-HOUSING REPR	2425	HR						
CDBG-ENT.-INFRASTRUC P	2425	IS						
CDBG-ENT.-MICROENT PRO	2425	MA						
CDBG-ENT.-PROJ DELIVER	2425	PD						
CDBG-ENT.-PUBLIC SERVI	2425	PS						

CDBG-ENTITLEMENT-201								
HOME ENTITLEMENT-2012	2426							
HOME ENTIT-ADMINISTRAT	2426	ADM						
HOME ENTIT-CHDO SETASI	2426	CHDOSA						
HOME ENTIT-HOUSING PRO	2426	HP						

HOME ENTITLEMENT-201								
CDBG-ENTITLEMENT-2012	2427							
CDBG-ENT.-ADMINISTRATI	2427	ADM						
CDBG-ENT.-DEMOLITION	2427	DEM						
CDBG-ENT.-HOUSING PROG	2427	HP			43000			43000-
CDBG-ENT.-MICROENT PRO	2427	MA						
CDBG-ENT.-PROJECT DELI	2427	PD						
CDBG-ENT.-PUBLIC SERVI	2427	PS						

CDBG-ENTITLEMENT-201					43000			43000-
HOME ENTITLEMENT-2013	2428							
HOME ENTIT-ADMINISTRAT	2428	ADM						
HOME ENTIT-CHDO SETASI	2428	CHDOSA						
HOME ENTIT-DWNPYMNT AS	2428	DA						
HOME ENTIT-HOUSING PRO	2428	HP			20000			20000-

HOME ENTITLEMENT-201					20000			20000-
CDBG-ENTITLEMENT-2013	2429							
CDBG-ENT.-ADMINISTRATI	2429	ADM						
CDBG-ENT.-DEMOLITION	2429	DEM						
CDBG-ENT.-HOMELESS/SP	2429	HL/SP						
CDBG-ENT.-HOUSING PROG	2429	HP			578			578-
CDBG-ENT.-MICROENT PRO	2429	MA						
CDBG-ENT.-PROJECT DELI	2429	PD						
CDBG-ENT.-PUBLIC SERVI	2429	PS						

CDBG-ENTITLEMENT-201					578			578-
HOME ENTITLEMENT-2014	2430							
HOME ENTIT-ADMINISTRAT	2430	ADM	2,083		25,000		25000	25000

HOME ENTIT-CHDO SETASI	2430	CHDOSA	3,639		43,678	3375	7	43678	40303
HOME ENTIT-DOWNPAYMENT	2430	DA	3,432		41,187			41187	41187
HOME ENTIT-HOUSING PRO	2430	HP	15,193		182,322	92222	50	182322	90100
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HOME ENTITLEMENT-201			24,348		292,187	95597	32	292187	196590
CDBG-ENTITLEMENT-2014	2431								
CDBG-ENT.-ADMINISTRATI	2431	ADM	8,750		105,000			105000	105000
CDBG-ENT.-DEMOLITION	2431	DEM	4,166		50,000			50000	50000
CDBG-ENT.-HOUSING PROG	2431	HP	12,360		148,320			148320	148320
CDBG-ENT.-PROJECT DELI	2431	PD	5,416		65,000			65000	65000
CDBG-ENT.-PUBLIC FACIL	2431	PFI	8,056		96,680			96680	96680
CDBG-ENT.-PUBLIC SERVI	2431	PS	5,000		60,000	1413	2	60000	58587
			-----	-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-201			43,750		525,000	1413		525000	523587
HOME ENTITLEMENT-2015	2432								
HOME ENTIT-ADMINISTRAT	2432	ADM	1,778		21,346			21346	21346
HOME ENTIT-CHDO SETASI	2432	CHDOSA	3,005		36,069			36069	36069
HOME ENTIT-DWNPYMNT AS	2432	DA	5,000		60,000	9000	15	60000	51000
HOME ENTIT-HOUSING PRO	2432	HP	10,253		123,045	133150	108	123045	10105-
			-----	-----	-----	-----	-----	-----	-----
HOME ENTITLEMENT-201			20,038		240,460	142150	59	240460	98310
CDBG-ENTITLEMENT-2015	2433								
CDBG-ENT.-ADMINISTRATI	2433	ADM	8,480		101,763	21650	21	101763	80113
CDBG-ENT.-DEMOLITION	2433	DEM	4,166		50,000			50000	50000
CDBG-ENT.-FACADE PROG	2433	FAC	3,083		37,000			37000	37000
CDBG-ENT.-HOMELESS/SP	2433	HL/SP							
CDBG-ENT.-HOUSING PROG	2433	HP	15,671		188,054	169856	90	188054	18198
CDBG-ENT.-MICRO ENTERP	2433	ME	1,666		20,000	7681	38	20000	12319
CDBG-ENT.-PROJECT DELI	2433	PD	8,083		97,000	77857	80	97000	19143
CDBG-ENT.-PUBLIC FACIL	2433	PFI							
CDBG-ENT.-PUBLIC SERVI	2433	PS	1,250		15,000			15000	15000
			-----	-----	-----	-----	-----	-----	-----
CDBG-ENTITLEMENT-201			42,401		508,817	277045	54	508817	231772
HOME REVOLVING LOANS	2495								
MDA AM DREAM D/P (ADDI)	2497								
MISCELLANEOUS GRANTS	2740								
SALVATION ARMY	2740	04							
SAVINGS ACCOUNT/MMA	3405			3		25			25-
			-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS GRANTS				3		25			25-
			-----	-----	-----	-----	-----	-----	-----
FEDERAL GRANTS			130,538	3	1,566,464	579808	37	1566464	986656
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800	01							
T/F WATER & SEWER O &	3800	09							
T/F MUN.ROAD & BRIDGE	3800	72							
			-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR									
			-----	-----	-----	-----	-----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								

REFUND & RECOVERY	3965							
	-----	-----	-----	----	-----	-----	----	-----
NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999							
	-----	-----	-----	----	-----	-----	----	-----
BEGINNING CASH BALANC								
	-----	-----	-----	----	-----	-----	----	-----
REVENUES		130,538	3		1,566,464	579808	37	1566464 986656

087087 - INDUSTRIAL PK REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								
EDA GRANT-OWENS/ILL PRO	2338								
FEDERAL GRANTS									
STATE GRANTS	250B								
OWENS/ILL PROJ-RR SPUR	2541								
USA YEAST PROJ-RR SPUR	2542								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		69			807			807-
TREASURY NOTES	3409								
INTEREST EARNINGS			69			807			807-
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTISING	3411 05								
LAND									
BUILDING	3412								
BROWN BOTTLING (PEPSI)	3412 10								
L&S REALTORS	3412 11								
KOHLER	3412 17					274211			274211-
JPM OF MS., INC.	3412 20								
SUNBEAM/OSTER	3412 23								
BUILDING						274211			274211-
RENTS AND ROYALTIES						274211			274211-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455					200000			200000-
CONTRIBUTIONS-CITY	3456		50000			200000			200000-
CONTRIBUTIONS-ADP	3457								
CONTRIBUTIONS-PRVEPA	3458								
CONTRIBUTIONS-PUBLIC			50000			400000			400000-
MISCELLANEOUS			50069			675018			675018-

TRANSFERS	380A							
TRANSFERS FROM OTHR FND	3800							

TRANSFERS								
NON-REVENUE RECEIPTS	390A							
SALE OF BONDS	3910							
BOND PROCEEDS	3912							
ACCRUED INTEREST	3915							
OTHER BOND INCOME	3919							
CAP STATE LOAN'96-CIT	3919	CSL96C						
CAP STATE LOAN'96-FOR	3919	CSL96F						
CAP STATE LOAN'97-CIT	3919	CSL97C						
CAP STATE LOAN'97-FOR	3919	CSL97F						
MBIA BONDS	3919	MBIA						

OTHER BOND INCOME								

SALE OF BONDS								
SALE OF REAL ESTATE	3920							
SALE OF TIMBER	3923				31188			31188-
SALE OF EASEMENTS	3925							
SALE OF MISC. ITEMS	3945							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS					31188			31188-
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999							

BEGINNING CASH BALANC								

REVENUES			50069		706206			706206-

10/05/16

12 MONTHS ENDING 09/30/16

[illegible]

091091 - TIF CONST-REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		12			131			131-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			12			131			131-
MISCELLANEOUS			12			131			131-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PROCEEDS-RIDGE/T	3912 01	102,083	52148	51	1,225,000	1225000	100	1225000-	2450000-
BOND PROCEEDS-MIDTOWN	3912 02	17,500	8940	51	210,000	210000	100	210000-	420000-
BOND PROCEEDS-WHISPER	3912 03	240,320	137157	57	2,883,844	3021000	104	2883844	137156-
BOND PROCEEDS-HBURG C	3912 04					845000			845000-
BOND PROCEEDS		120,737	198245	164	1,448,844	5301000	365	1448844	3852156-
ACCRUED INTEREST	3915								
SALE OF BONDS		120,737	198245	164	1,448,844	5301000	365	1448844	3852156-
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS		120,737	198245	164	1,448,844	5301000	365	1448844	3852156-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999								
BEGINNING CASH BALANCE									
REVENUES		120,737	198257	164	1,448,844	5301131	365	1448844	3852287-

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405					4			4-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS						4			4-
MISCELLANEOUS						4			4-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	1,770			21,244			21244	21244
BEGINNING CASH BALANCE		1,770			21,244			21244	21244
REVENUES		1,770			21,244	4		21244	21240

095095 - 2001 BOND CONSTR REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
STATE GRANTS	250B								
STATE BOND FDS/EUREKA S	2501								
ARTS COMMISSION GRANT	2521								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVATE									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999		14			173		173	173
BEGINNING CASH BALANC			14			173		173	173

REVENUES

14

173

173

173

10/05/16

[illegible]

REVENUES

NON-REVENUE RECEIPTS	390A							
SALE OF TIMBER	3923							
SALE OF SCRAP MATERIAL	3943							
SALE OF ZOOLOGICAL ANIM	3949							
REFUND & RECOVERY	3965							

NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999	186			2,241		2241	2241

BEGINNING CASH BALANC		186			2,241		2241	2241

REVENUES		186			2,241	3	2241	2238

10/05/16

UNREALIZED
BALANCE

REVENUES	200							
INTER-GOVERNMNTL REVENUE	230A							
FEDERAL GRANTS	230B							
US CORPS OF ENGR PROJEC	2354							
EPA-VETERANS DRIVE PROJ	2356							
FEDERAL GRANTS								
MISCELLANEOUS	340A							
INTEREST EARNINGS	3400							
CERTIFICATES OF DEPOSI	3402							
SAVINGS ACCOUNT/MMA	3405							
REPURCHASE AGREEMENTS	3408							
TREASURY NOTES	3409							
INTEREST EARNINGS								
TRANSFERS FROM OTHR FND	3800							
T/F WATER & SEWER	3800 11							
TRANSFERS FROM OTHR								
MISCELLANEOUS								
NON-REVENUE RECEIPTS	390A							
SALE OF BONDS	3910							
BOND PROCEEDS	3912							
ACCRUED INTEREST	3915							
SALE OF BONDS								
REFUND & RECOVERY	3965							
NON-REVENUE RECEIPTS								
BEGINNING CASH BALANCE	399A							
APPROPRIABLE FUND BALAN	3999							
BEGINNING CASH BALANC								
REVENUES								

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
SAVINGS ACCOUNT/MMA	3405		777			23847			23847-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
T/F 2012 W&S BOND CONS	3800 94					21188			21188-
INTEREST EARNINGS			777			45035			45035-
MISCELLANEOUS			777			45035			45035-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALANCE	3999	1,265,851			15,190,214			15190214	15190214
BEGINNING CASH BALANCE		1,265,851			15,190,214			15190214	15190214
REVENUES		1,265,851	777		15,190,214	45035		15190214	15145179

107107 - SPEC.SALES TAX REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		64352			647730			647730-
SALES TAX-FOOD & BEVERA	2607		420769			4860184			4860184-
	-----	-----	-----	----	-----	-----	----	-----	-----
STATE-SHARED REVENUE			485122			5507914			5507914-
NON-REVENUE RECEIPTS	390A								
	-----	-----	-----	----	-----	-----	----	-----	-----
REVENUES			485122			5507914			5507914-

109109 - GROUP INS.TRUST REVENUES

CITY OF HATTIESBURG

REVENUE REPORT

10/05/16

ALL FUNDS

12 MONTHS ENDING 09/30/16

	OBJ/SUB	ESTIMATED	CURRENT ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		48			441			441-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
INTEREST EARNING			48			441			441-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
MISCELLANEOUS			48			441			441-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS FROM OTHR									
	-----	-----	-----	-----	-----	-----	-----	-----	-----
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
HOSP.INS.-P/R DISTRIB	3966		336388			4470824			4470824-
HOSP.INS.-COBRA	3966 01		1083			17464			17464-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
NON-REVENUE RECEIPTS			337471			4488289			4488289-
	-----	-----	-----	-----	-----	-----	-----	-----	-----
REVENUES			337519			4488729			4488729-



City of Hattiesburg, MS

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

Master

File Number: 2016-3014

File ID: 2016-3014

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/10/2016

Brief Title: Pine Belt Regional Solid Waste Authority Audit.

Final Action:

Minute Book Number:

Title:

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and 2016, from Topp McWorther Harvey, PLLC(on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3014

Title

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2016 and 2016, from Topp McWorther Harvey, PLLC(on file in the City Clerk's Office).

Summary

Receipt of FYE 2016 and 2015 audit of Pine Belt Regional Solid Waste Authority

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2016-2998

File ID: 2016-2998

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/04/2016

Brief Title: MDOT Airport Federal Matching Grant Agreement

Final Action:

Minute Book Number:

Title:

Accept grant offer from the Mississippi Department of Transportation Aeronautics Division in the amount of \$8,979.00 for the Hattiesburg-Bobby L. Chain Municipal Airport; Authorize Mayor to execute Airport Federal Matching Grant Agreement (Project No. AIP-3-28-0031-023-2016) in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: MDOT Grant Agreement, executed MDOT Grant Agreement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-2998

Title

Accept grant offer from the Mississippi Department of Transportation Aeronautics Division in the amount of \$8,979.00 for the Hattiesburg-Bobby L. Chain Municipal Airport; Authorize Mayor to execute Airport Federal Matching Grant Agreement (Project No. AIP-3-28-0031-023-2016) in triplicate.

Summary

Accept grant offer from the Mississippi Department of Transportation Aeronautics Division in the amount of \$8,979.00 for the Hattiesburg-Bobby L. Chain Municipal Airport; Authorize Mayor to execute Airport Federal Matching Grant Agreement (Project No.

AIP-3-28-0031-023-2016) in triplicate.

Budget Information

039551.7295.02

Expenditure Type

Purchasing Item

..Publication Information

Publication Information

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

September 30, 2016

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Re: MDOT Matching Grant
Hattiesburg-Bobby L. Chain Municipal Airport
AIP Project No. 3-28-0031-023-2016

Dear Mr. Rutland:

Enclosed are three copies of an Airport Agreement to provide \$8,979, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **November 4, 2016** to the following mailing address:

MDOT – Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you.

If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Booth, Jr.", is written over a circular stamp.

Thomas M. Booth, Jr., P.E.
Director of Aeronautics

Enclosures

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0031-023-2016
Hattiesburg-Bobby L. Chain Airport**

PART I - OFFER

TO: City of Hattiesburg, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The MISSISSIPPI TRANSPORTATION COMMISSION
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Hattiesburg-Bobby L. Chain Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 17, 2016 for Airport Improvement Project No. 3-28-0031-023-2016 (hereinafter referred to as Project) consisting of the following:

"Design Taxiway A extension, acquire land (Parcel P1) and remove obstructions."

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$8,979**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2019**, and in accordance with the approved plans and specifications or contracts for the project,

incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Hattiesburg, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2016.

City of Hattiesburg, Mississippi

Attest: _____

(Title)

By: _____

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.


EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____, Authorized Officer or Agent _____ Date

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

September 30, 2016

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Re: MDOT Matching Grant
Hattiesburg-Bobby L. Chain Municipal Airport
AIP Project No. 3-28-0031-023-2016

Dear Mr. Rutland:

Enclosed are three copies of an Airport Agreement to provide \$8,979, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **November 4, 2016** to the following mailing address:

MDOT – Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you.

If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas M. Booth, Jr.", is written over a circular blue stamp.

Thomas M. Booth, Jr., P.E.
Director of Aeronautics

Enclosures

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0031-023-2016
Hattiesburg-Bobby L. Chain Airport**

PART I - OFFER

TO: City of Hattiesburg, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The MISSISSIPPI TRANSPORTATION COMMISSION
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Hattiesburg-Bobby L. Chain Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 17, 2016 for Airport Improvement Project No. 3-28-0031-023-2016 (hereinafter referred to as Project) consisting of the following:

"Design Taxiway A extension, acquire land (Parcel P1) and remove
obstructions."

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$8,979**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2019**, and in accordance with the approved plans and specifications or contracts for the project,

incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Hattiesburg, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 18th day of October, 2016.

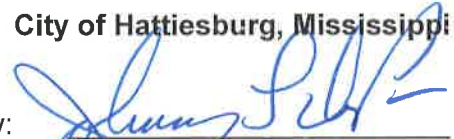
Attest:



City Clerk
(Title)

City of Hattiesburg, Mississippi

By:



Mayor
(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

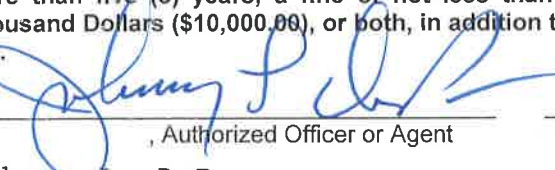
CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.


EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: 

, Authorized Officer or Agent

10-18-16

Date

Johnny L. DuPre

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Mayor

Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



City of Hattiesburg, MS

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

Master

File Number: 2016-3021

File ID: 2016-3021

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Approve plans and specifications for the Pathway Improvements From Train Depot to Chain Park Project STP-8771-00(002) LPA/106943-701000; Authorize advertisement for bids for same.

Final Action:

Minute Book Number:

Title:

Approve plans and specifications for the Pathway Improvements From Train Depot to Chain Park Project STP-8771-00(002) LPA/106943-701000; Authorize advertisement for bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 106943-701000 Final Plans, 106943-701000 Final Specs, Bid Advertisement, executed Bid Advertisement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3021

Title

Approve plans and specifications for the Pathway Improvements From Train Depot to Chain Park Project STP-8771-00(002) LPA/106943-701000; Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Pathway Improvements From Train Depot to Chain Park Project STP-8771-00(002) LPA/106943-701000; Authorize advertisement for bids for same.

same.

Budget Information

Expenditure Type

Purchasing Item

Advertised Bids

Publication Information

October 23, 2016

October 30, 2016

PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

FEDERAL AID PROJECT NUMBER STP 8771-00(002) LPA/106943-701000

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

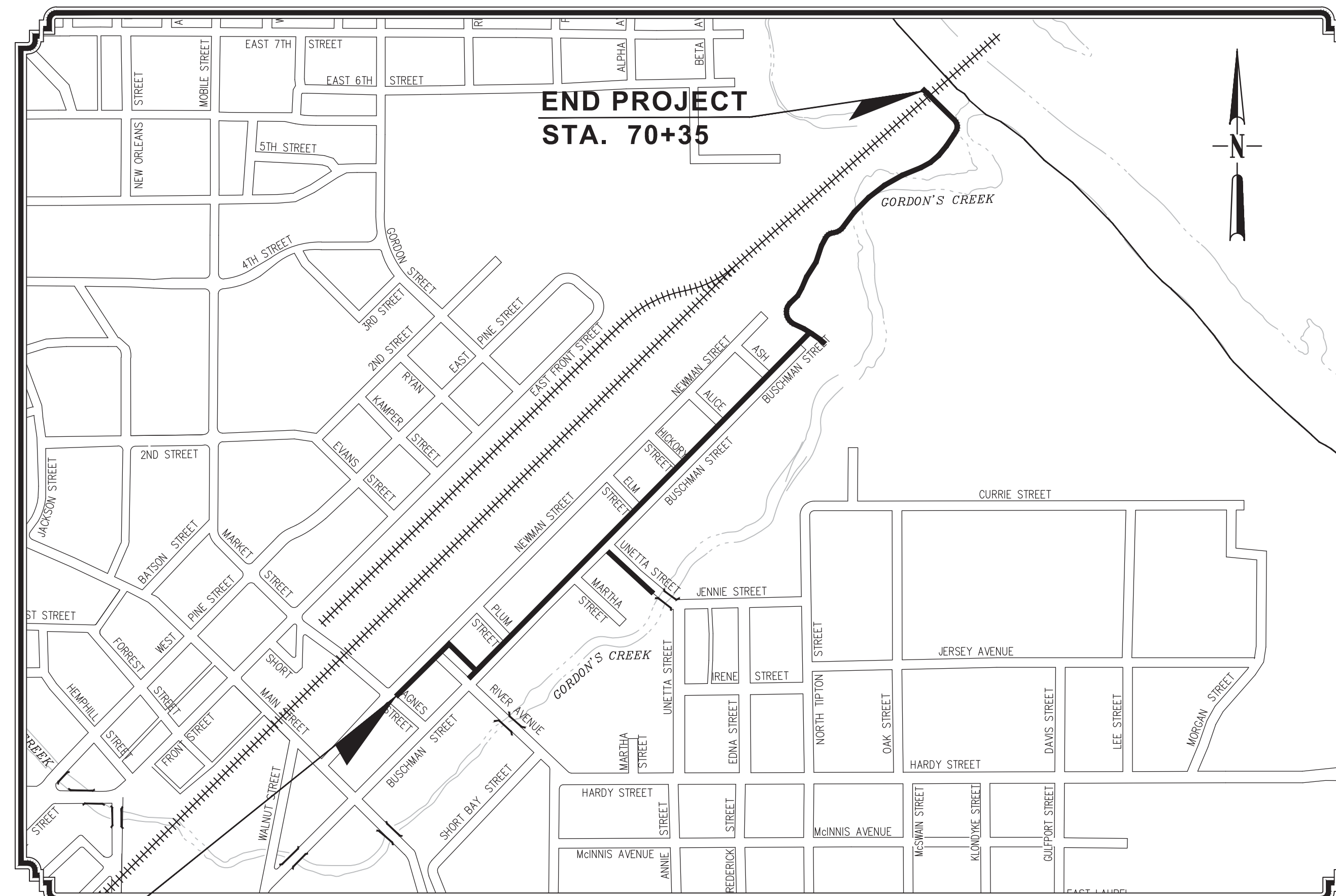
COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
HENRY E. NAYLOR	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE

PLAN		SCALES	
		1 IN.=	20 FT.
PROFILE	{ HOR.	1 IN.=	20 FT.
	{ VERT.	1 IN.=	5 FT.
LAYOUT		1 IN.=	150 FT.



BEGIN PROJECT
STA. 10+00

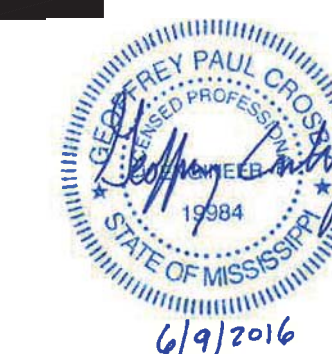
VICINITY MAP

PROJECT LOCATION

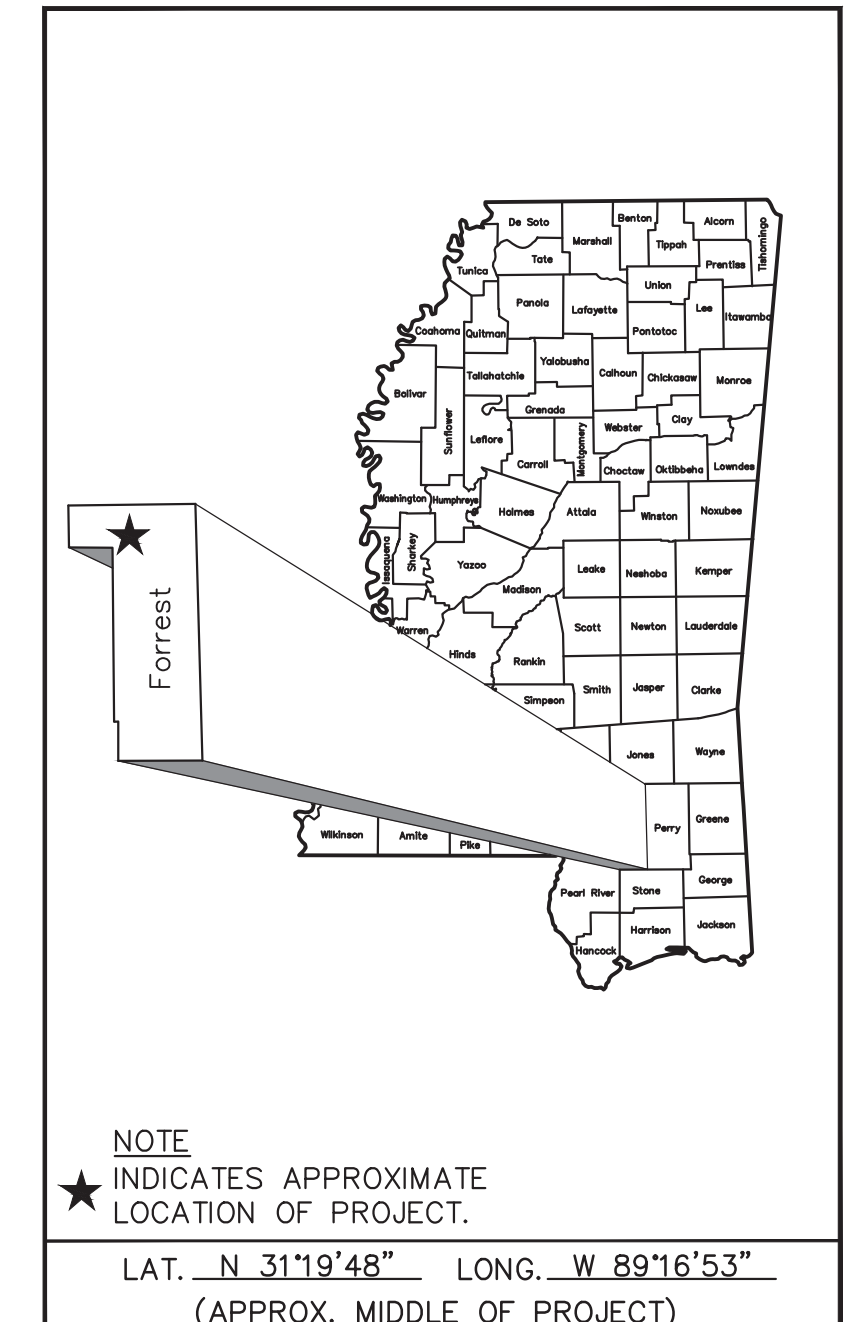
LENGTH DATA

LENGTH OF ROADWAY	0.00 FT.	0.00 MI.
LENGTH OF BRIDGES	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (NET)	0.00 FT.	0.00 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (GROSS)	0.00 FT.	0.00 MI.

PREPARED BY :



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984



DESIGN CONTROL		
_____ MPH	=	V (SPEED DESIGN)
ADT (2010) = _____	:	ADT (2020) = _____
DHV = _____	:	D = _____% T = _____%

PERMITS ACQUIRED BY MDOT		
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):		
	WATERS	WETLANDS
NATIONWIDE #14	☐	☐
NATIONWIDE (OTHER)*	☐	☐
GENERAL*	☐	☐
INDIVIDUAL (404)*	☐	☐

* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR

	STORMWATER PERMIT ☒
Y	REQUIRED, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)

APPROVED BY:	DATE:
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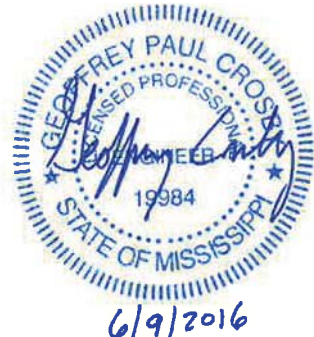
GENERAL NOTES

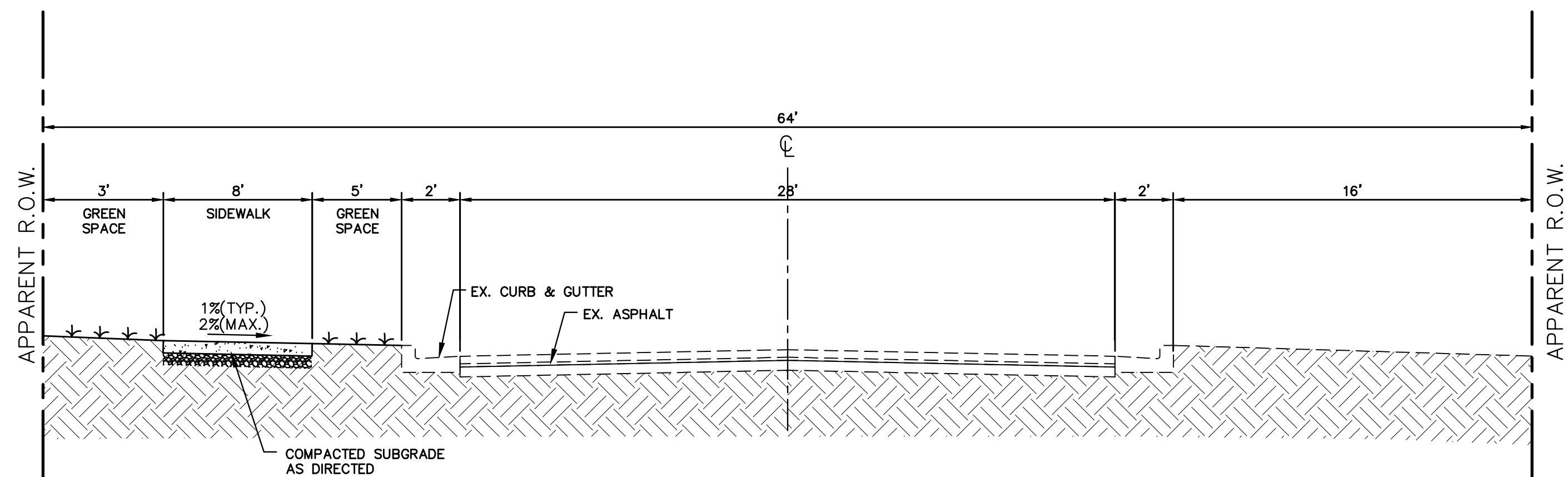
1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.
6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).
7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.
8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).
11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.
16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.
20. THE CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH WORK WITHIN THE RAILROAD RIGHT OF WAY. THIS SHALL INCLUDE, BUT NOT LIMITED TO, RAILROAD FLAGMEN, PROTECTION OF SIGNAL CABLES, OUTSIDE SERVICE PROVIDER FOR CONSTRUCTION ENGINEERING AND INSPECTIONS, ADDITIONAL PERMITS, TRACK WORK, AND TRAINING (COST ABSORBED).
21. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.
22. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.
23. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

24. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTNG ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).
25. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).
27. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).
28. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.
29. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE NORFOLK SOUTHERN PERMIT. CONTRACTOR SHALL PAY COST AS DESCRIBED IN THE PERMIT (ITEMS B, C, AND D OF THE FORCE ACCOUNT ESTIMATE – APPENDIX A OF THE SPECIFICATIONS). CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE PRE-CONSTRUCTION MEETING WITH THE RAILROAD PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING THE AUTHORIZATION TO PROCEED LETTER FROM THE RAILROAD. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY OTHER CONSTRUCTION REQUIREMENTS AS OUTLINED IN THE PUBLIC PROJECT GUIDELINES ON THE NORFOLK SOUTHERN WEBSITE.
30. CONTRACTOR SHALL FIELD STAKE THE PROPOSED ALIGNMENT FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

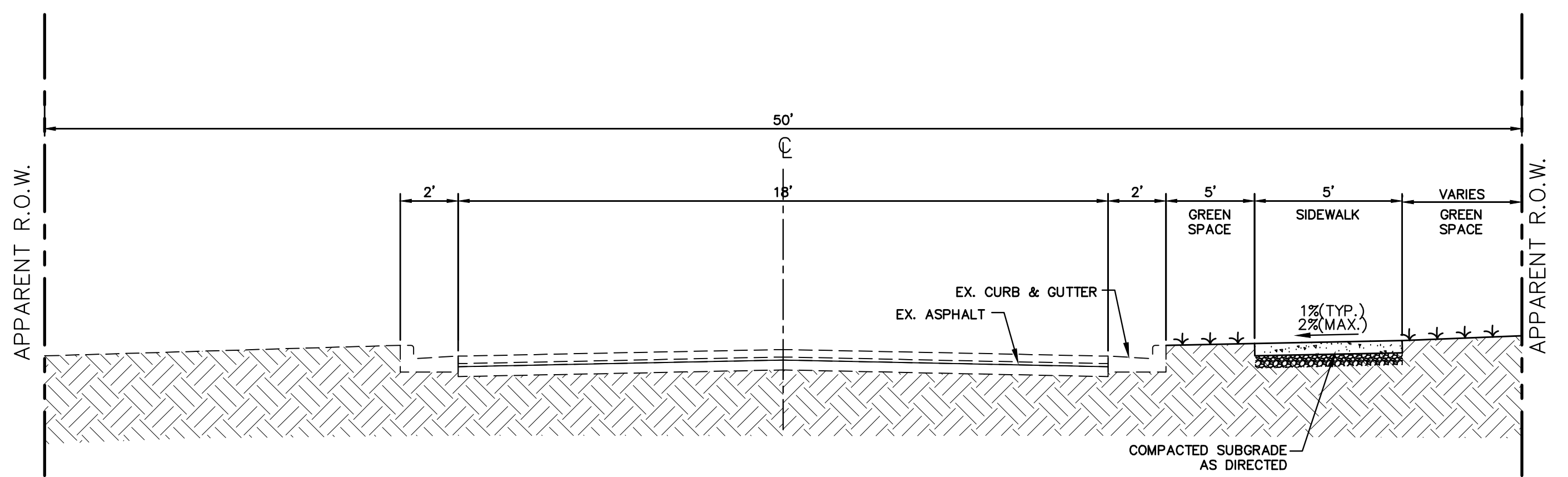
DESCRIPTION OF SHEET		WKG. NO.	SHT. NO.
TITLE SHEET (1)			1
DETAILED INDEX & GENERAL NOTES (1)			
INDEX & GENERAL NOTES		GN-1	2
TYPICAL SECTION SHEETS (1)			
TYPICAL SECTIONS		TS-1	3
QUANTITY SHEETS (3)			
SUMMARY OF QUANTITIES		SQ-1	4
ESTIMATED QUANTITIES – REMOVAL ITEMS		EQ-1	5
ESTIMATED QUANTITIES – ROADWAY		EQ-2	6
DEMOLITION SHEETS (6)			
DEMOLITION PLAN – NEWMAN STA. 10+00 TO STA. 14+50 BUSCHMAN STA. 26+00 TO STA. 37+50		DEMO-1	7
DEMOLITION PLAN – BUSCHMAN STA. 26+00 TO STA. 37+50		DEMO-2	8
DEMOLITION PLAN – BUSCHMAN STA. 37+50 TO STA. 45+00		DEMO-3	9
DEMOLITION PLAN – GORDON'S CREEK STA. 50+00 TO 58+00		DEMO-4	10
DEMOLITION PLAN – GORDON'S CREEK STA. 58+00 TO STA. 66+00		DEMO-5	11
DEMOLITION PLAN – GORDON'S CREEK STA. 66+00 TO 70+35 UNETTA STA. 80+00 TO STA. 83+55		DEMO-6	12
PLAN SHEETS (7)			
DRAWING KEY		DK-1	13
NEWMAN – STA. 10+00 TO STA. 14+50 BUSCHMAN – STA. 20+00 TO STA. 26+00		PP-1	14
BUSCHMAN – STA. 26+00 TO STA. 37+50		PP-2	15
BUSCHMAN – STA. 37+50 TO STA. 45+00		PP-3	16
GORDON'S CREEK – STA. 50+00 TO STA. 58+00		PP-4	17
GORDON'S CREEK – STA. 58+00 TO STA. 66+00		PP-5	18
GORDON'S CREEK – STA. 66+00 TO STA. 70+35 / UNETTA – STA. 80+00 TO STA. 83+55		PP-6	19
SPECIAL DESIGN SHEETS (13)			
VEGETATION SCHEDULE		VS-1	20
MISCELLANEOUS DETAILS		DET-1	21
MISCELLANEOUS DETAILS		DET-2	22
MISCELLANEOUS DETAILS		DET-3	23
MISCELLANEOUS DETAILS		DET-4	24
MISCELLANEOUS DETAILS		DET-5	24.1
TRAFFIC CONTROL PLAN		TCP-1	25
TRAFFIC CONTROL PLAN – ONE LANE CLOSURE		TCP-2	26
TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS		ECD-1	27
DETAILS OF SEDIMENT BARRIER APPLICATIONS		ECD-2	28
DETAILS OF SILT FENCE INSTALLATION		ECD-3	29
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MDOT STANDARD DRAWINGS (4)			
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS		TCP-10	259
DRIVEWAYS, CURB & GUTTER & SIDEWALKS		SD-1	287
FLARED END SECTION FOR CONCRETE ARCH PIPE		FE-1A	329
HEADWALL FOR CONCRETE PIPE 4:1 SLOPE – 0°-15° SKEW		HW-4100	346

TOTAL NUMBER OF SHEETS (36)

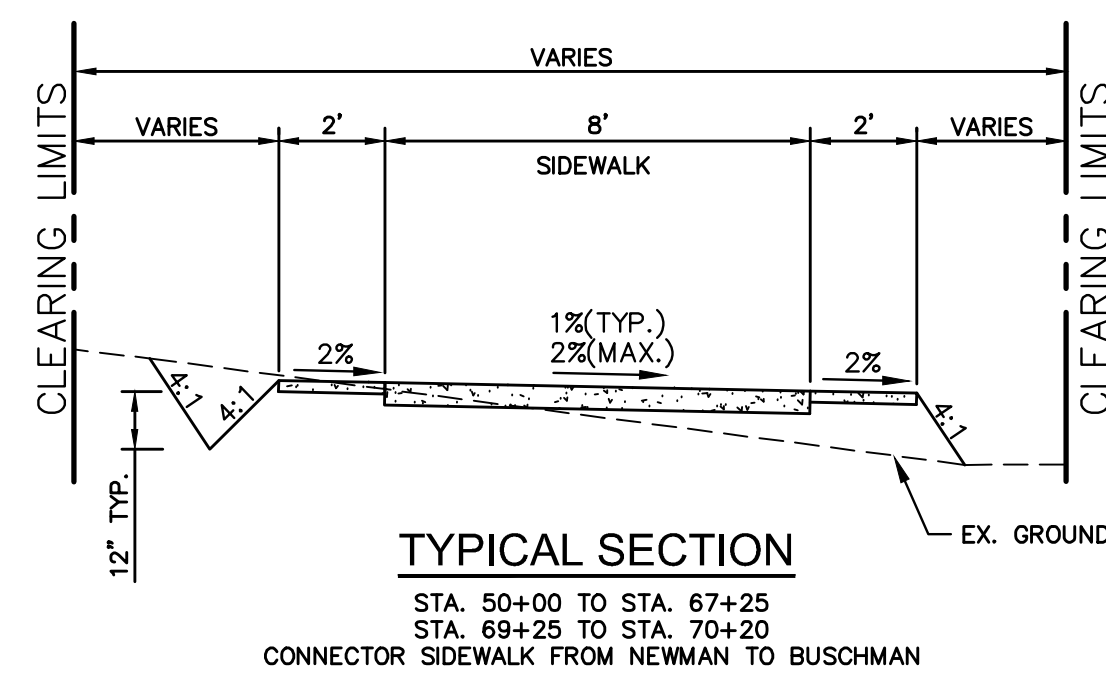
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA/106943-701000 CITY OF HATTIESBURG FORREST COUNTY			INDEX & GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001					
					FILENAME: 8933_GENERAL NOTES.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: CLEARPOINT					
					DSGN: GPC DATE: 06/2012					
					DRWN: FWP DATE: 06/2012					
					CHKD: DATE:					
					QA/QC: DATE:				WORKING NUMBER: GN-1	DRAWING NUMBER: 2



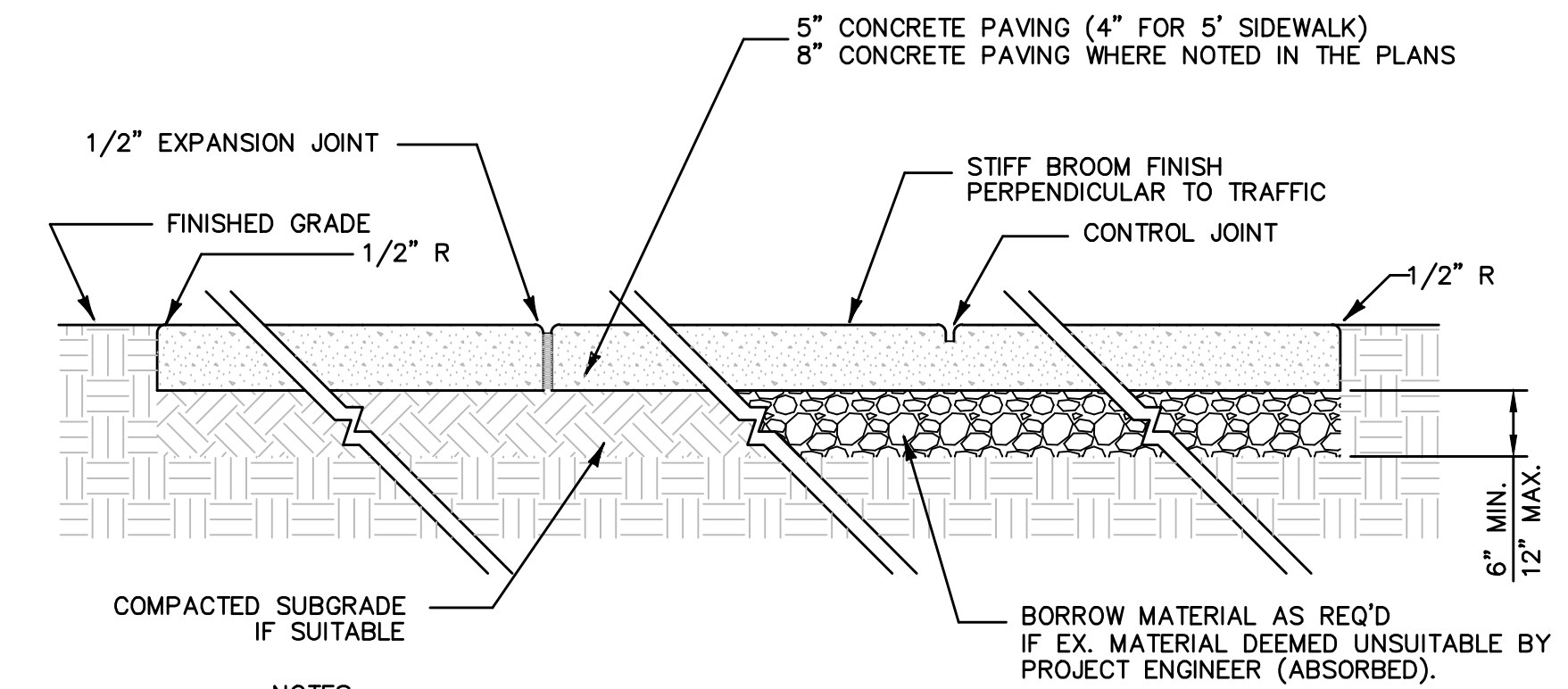
BUSCHMAN TYPICAL SECTION
STA. 20+00 TO STA. 45+00



UNETTA TYPICAL SECTION
STA. 80+00 TO STA. 83+55

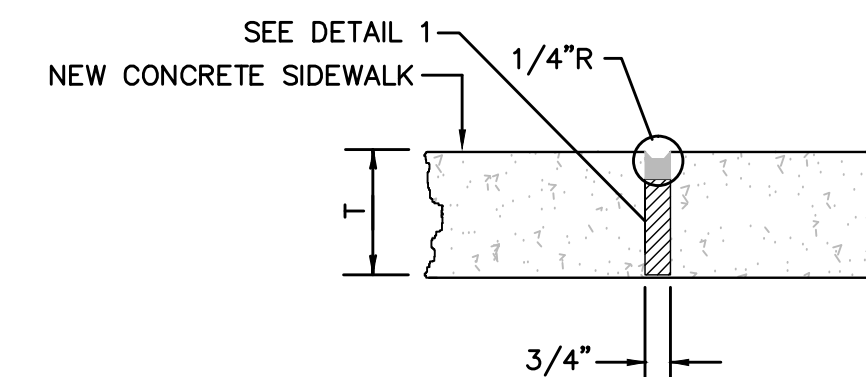


TYPICAL SECTION
STA. 50+00 TO STA. 67+25
STA. 69+25 TO STA. 70+20
CONNECTOR SIDEWALK FROM NEWMAN TO BUSCHMAN

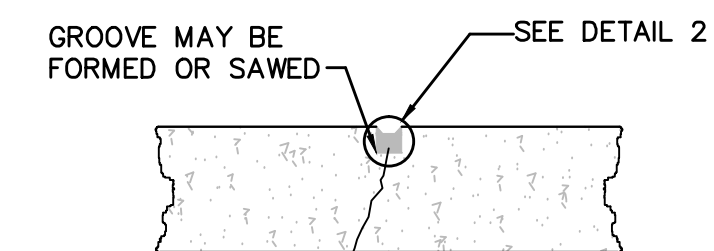


- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE BELOW.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN IN TABLE BELOW.
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

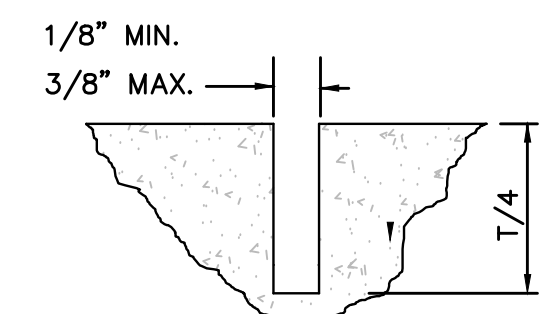
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



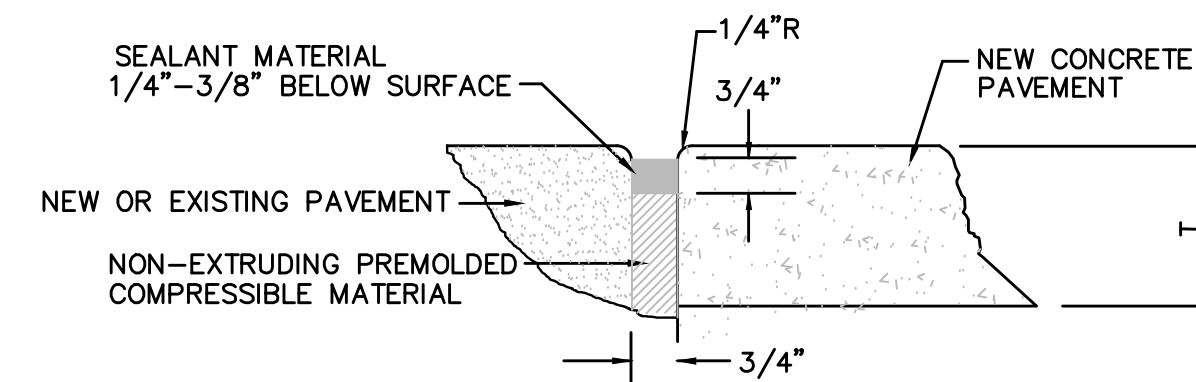
TYPE "B" - EXPANSION JOINT
NOT TO SCALE



TYPE "A" - CONTROL JOINT
NOT TO SCALE

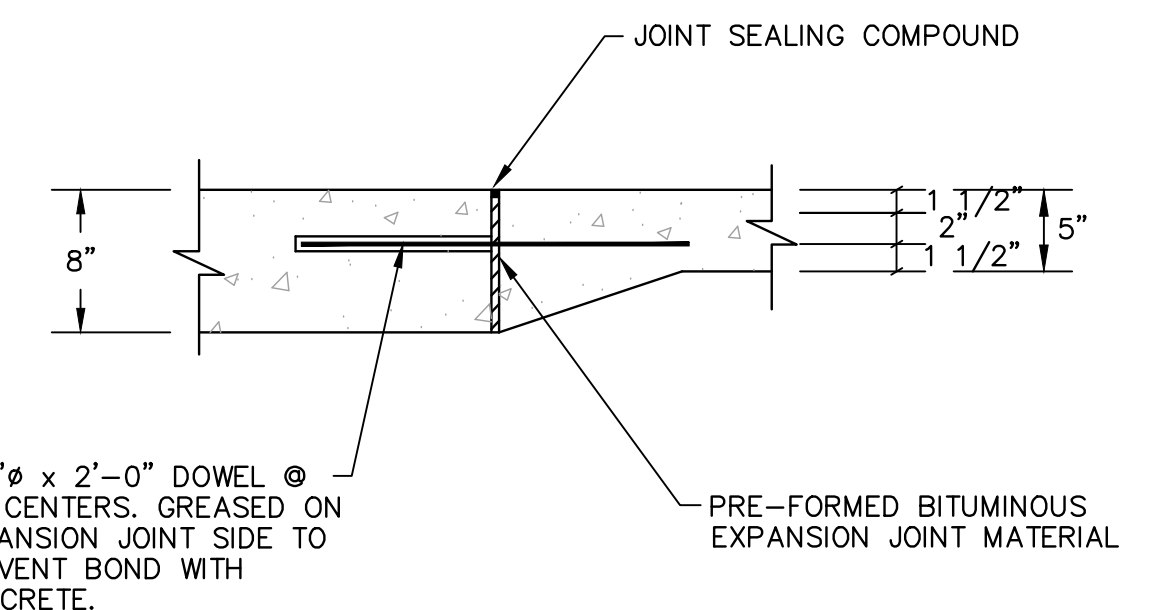


DETAIL 2 - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
5	5	25
8	8	32



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					DRWN: FWP	DATE: 06/2012
					CHKD:	DATE:
					QA/QC:	DATE:
PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA10694-701000 CITY OF HATTIESBURG FORREST COUNTY						
						
TYPICAL SECTIONS						
WORKING NUMBER:			DRAWING NUMBER:			
TS-1			□			

SUMMARY OF QUANTITIES				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PRELIMINARY	FINAL
	***** EARTHWORK ITEMS *****			
201-B001	CLEARING AND GRUBBING	ACRE	2	
202-A001	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	
202-B035	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	880	
202-B057	REMOVAL OF INLETS, ALL SIZES	EACH	1	
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LIN. FT.	30	
202-B078	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SQ. YD.	260	
202-B093	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	223	
202-B276	REMOVE AND RESET RIPRAP	CU. YD.	250	
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	100	
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	375	
203-G003	EXCESS EXCAVATION, FM, AH	CU. YD.	1940	
	***** ROADSIDE DEVELOPMENT ITEMS *****			
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	250	
907-225-B001	AGRICULTURAL LIMESTONE	TON	1	
907-216-B001	SOLID SODDING, CENTIPEDE	SQ. YD.	4250	
219-A001	WATERING	KGAL	680	
220-A001	INSECT PEST CONTROL	ACRE	1	
907-227-A001	HYDROSEEDING	ACRE	1	
234-A001	TEMPORARY SILT FENCE	LIN. FT.	1500	
907-237-A002	WATTLES, 12"	LIN. FT.	1500	
907-246-A002	SANDBAGS	EACH	100	
907-247-A001	TEMPORARY STREAM DIVERSION	EACH	1	
	***** DRAINAGE ITEMS *****			
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	20	
602-A001	REINFORCING STEEL	LBS	1700	
603-A048	6" STEEL PIPE, WALL THICKNESS 0.188"	LIN. FT.	96	
603-CA104	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LIN. FT.	64	
603-CE041	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	LIN. FT.	24	
603-CF002	29" X 18" CONCRETE ARCH PIPE END SECTION	EACH	2	
	***** INCIDENTAL CONSTRUCTION ITEMS *****			
907-607-PP012	FENCING, PER PLANS	LIN. FT.	410	
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	SQ. YD.	500	
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	SQ. YD.	3575	
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	SQ. YD.	455	
609-D006	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	LIN. FT.	10	
907-611-PP003	DETECTABLE WARNINGS, PER PLANS	SQ. FT.	224	
613-D006	ADJUSTMENT OF WATER METER	EACH	2	
614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	SQ. YD.	286	
907-618-A001	MAINTENANCE OF TRAFFIC	LUMP SUM	1	
907-618-B001	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	
620-A001	MOBILIZATION	LUMP SUM	1	
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	40	
630-C004	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT.	44	
907-699-A002	ROADWAY CONSTRUCTION STAKES	LUMP SUM	1	
815-B001	GROUTED RIPRAP, SIZE 100	SQ. YD.	100	
815-E001	GEOTEXTILE UNDER RIPRAP	SQ. YD.	300	
1500-A001	CONSTRUCTION OF DECORATIVE AWNING	LUMP SUM	1	
1500-A001	CONSTRUCTION OF EARTH MOUND CAR STOP	LUMP SUM	1	
	***** PAVEMENT MARKING ITEMS *****			
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	1952	
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	10	

- ① INCLUDES FULL DEPTH SAW CUT (COST ABSORBED)
- ② ESTIMATED QUANTITY.
- ③ WOVEN WIRE FENCE BACKING WILL BE REQUIRED ON ALL SILT FENCE REGARDLESS OF FABRIC TYPE.
- ④ INCLUDES BUT NOT LIMITED TO REMOVAL OF RAILROAD TIES, BALLAST, SUB-BALLAST, RAILS, AND VEGETATION.
- ⑤ INCLUDES ORANGE WARNING FENCE FOR PEDESTRIAN SAFETY.
- ⑥ ALSO INCLUDES, BUT NOT LIMITED TO, TRIMMING OF ORNAMENTAL PLANTS, TREE LIMBS, AND STUMP GRINDING.
- ⑦ INCLUDES MOUNTING HARDWARE
- ⑧ INCLUDES ALL COMPONENTS AS SHOWN IN THE ORNAMENTAL STEEL FENCING DETAIL ON WORKING NUMBER DET-4.
- ⑨ INCLUDES, BUT NOT LIMITED TO, CONCRETE, REINFORCEMENT, EXCAVATION FOR FOOTING, POST, CONNECTIONS, AND ROOFING COMPONENTS.

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PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA-10694-701000 CITY OF HATTIESBURG FORREST COUNTY, MS					NEEL-SCHAFFER <i>Solutions you can build upon</i> SUMMARY OF QUANTITIES	

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*PAID FOR UNDER PAY ITEM 202-B078

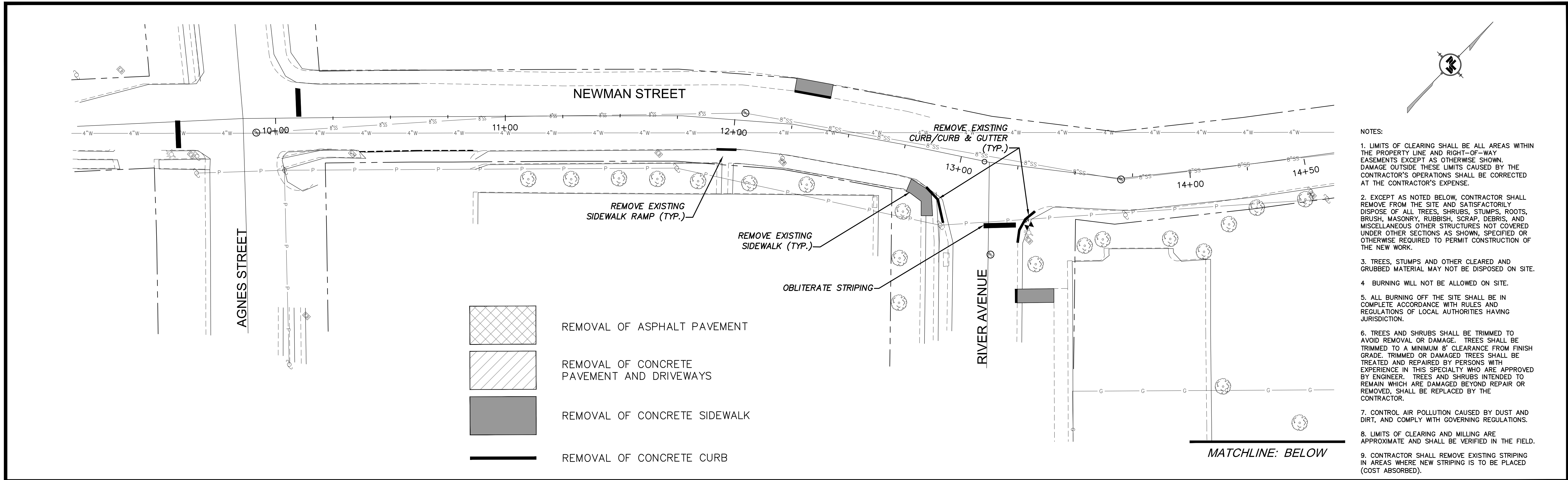
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001				WORKING NUMBER:	DRAWING NUMBER:
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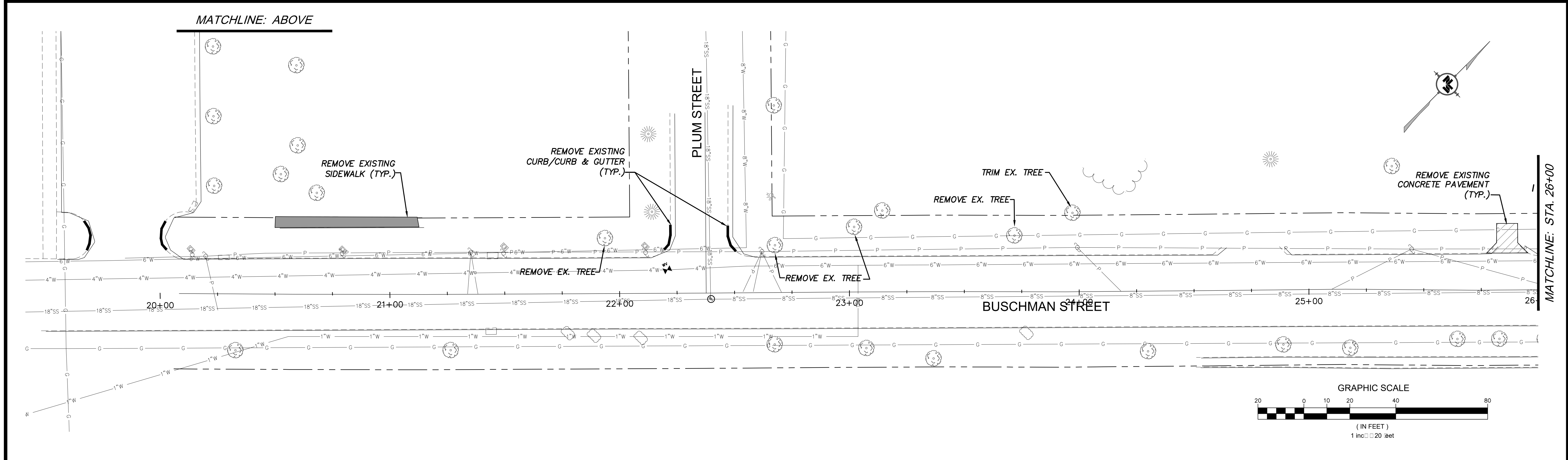
<i>CONCRETE CURB AND SIDEWALK REQ'D.</i>								
<i>WK. SHT. NO.</i>	<i>STATION TO STATION</i>		<i>TYPE / CURB</i>	<i>4" CONCRETE SIDEWALK</i>	<i>5" CONCRETE SIDEWALK</i>	<i>8" CONCRETE SIDEWALK</i>		<i>REMARKS</i>
<i>PP-1</i>	<i>10+00</i>	<i>26+00</i>	<i>10</i>	<i>35</i>	<i>545</i>			<i>NEWMAN, RIGHT – BUSCHMAN, LEFT</i>
<i>PP-2</i>	<i>26+00</i>	<i>37+50</i>			<i>980</i>			<i>BUSCHMAN, LEFT</i>
<i>PP-3</i>	<i>37+50</i>	<i>45+00</i>			<i>620</i>			<i>BUSCHMAN, LEFT</i>
<i>PP-4</i>	<i>50+00</i>	<i>53+00</i>		<i>115</i>	<i>280</i>	<i>25</i>		<i>GORDON'S CREEK, LEFT</i>
<i>PP-4</i>	<i>53+00</i>	<i>58+00</i>			<i>25</i>	<i>430</i>		<i>GORDON'S CREEK, LEFT</i>
<i>PP-5</i>	<i>58+00</i>	<i>62+50</i>			<i>410</i>			<i>GORDON'S CREEK, LEFT</i>
<i>PP-5</i>	<i>62+50</i>	<i>66+00</i>			<i>315</i>			<i>GORDON'S CREEK, LEFT</i>
<i>PP-6</i>	<i>66+00</i>	<i>70+35</i>			<i>400</i>			<i>GORDON'S CREEK, LEFT</i>
<i>PP-6</i>	<i>80+00</i>	<i>83+55</i>		<i>200</i>				<i>UNETTA, RIGHT</i>
<i>UNITS</i>			<i>LIN. FT.</i>	<i>SQ. YD.</i>	<i>SQ. YD.</i>	<i>SQ. YD.</i>		
<i>TOTALS</i>			<i>*10</i>	<i>350</i>	<i>3575</i>	<i>455</i>		

**ESTIMATED QUANTITY, TO BE USED AS DIRECTED*

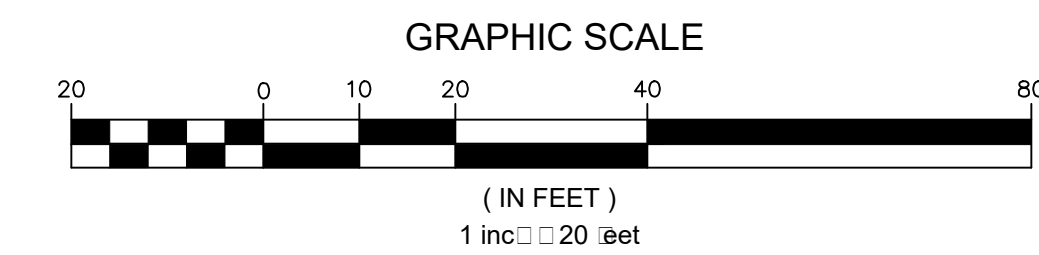
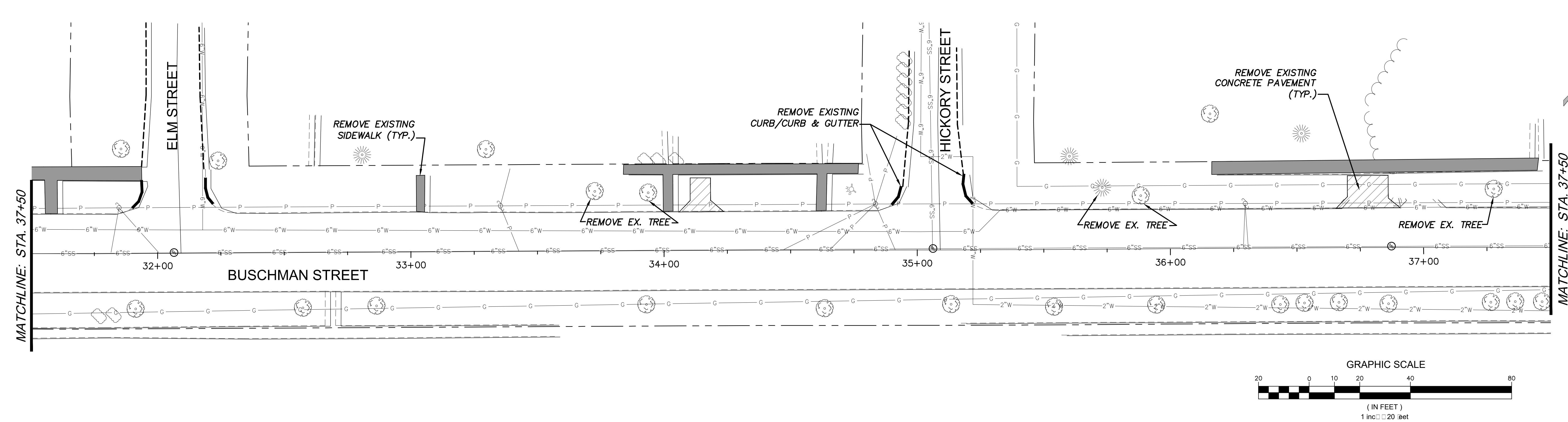
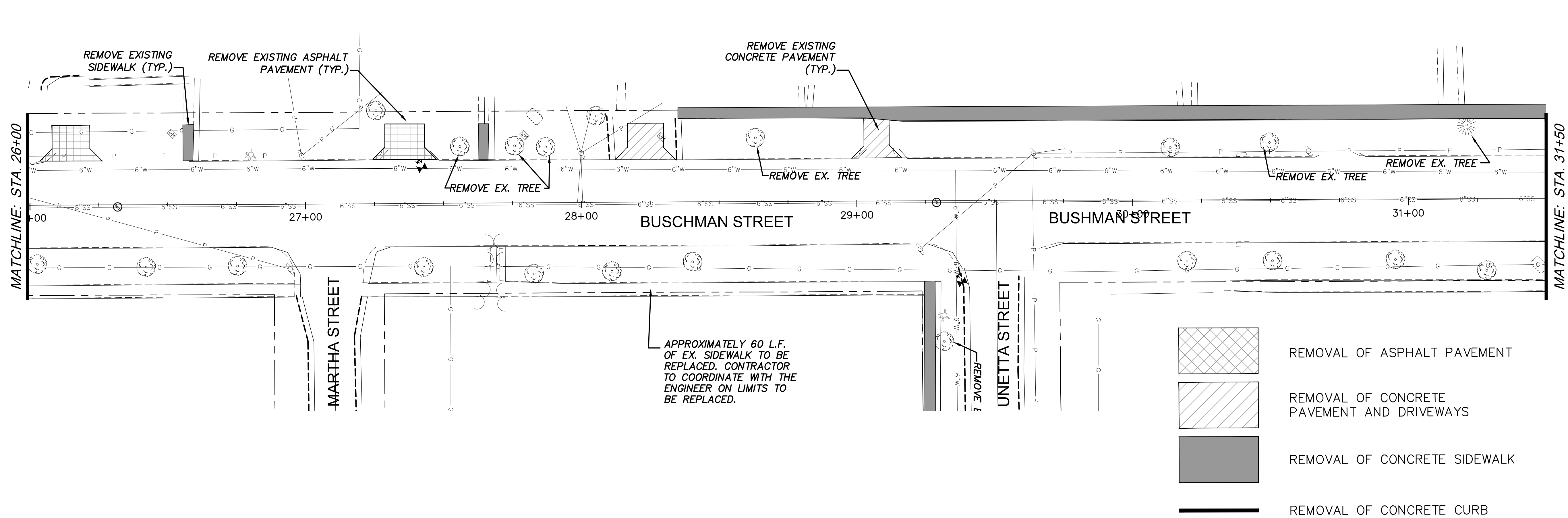
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001				WORKING NUMBER:	DRAWING NUMBER:
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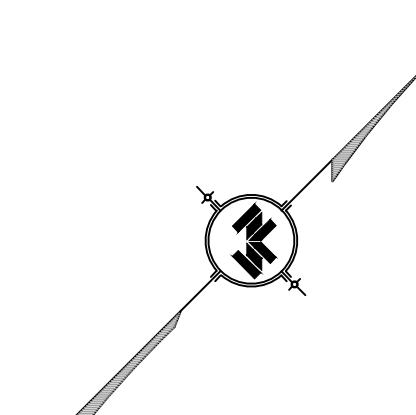
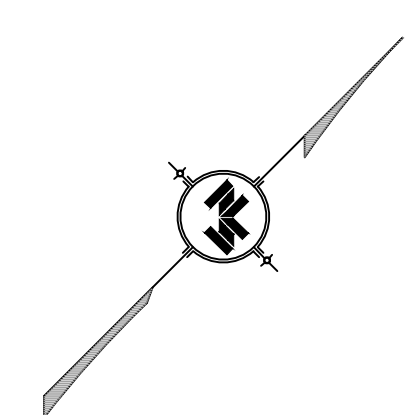
- NOTES:
1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
 2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
 3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
 4. BURNING WILL NOT BE ALLOWED ON SITE.
 5. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
 6. TREES AND SHRUBS SHALL BE TRIMMED TO AVOID REMOVAL OR DAMAGE. TREES SHALL BE TRIMMED TO A MINIMUM 8' CLEARANCE FROM FINISH GRADE. TRIMMED OR DAMAGED TREES SHALL BE TREATED AND REPAIRED BY PERSONS WITH EXPERIENCE IN THIS SPECIALTY WHO ARE APPROVED BY ENGINEER. TREES AND SHRUBS INTENDED TO REMAIN WHICH ARE DAMAGED BEYOND REPAIR OR REMOVED, SHALL BE REPLACED BY THE CONTRACTOR.
 7. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
 8. LIMITS OF CLEARING AND MILLING ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.
 9. CONTRACTOR SHALL REMOVE EXISTING STRIPING IN AREAS WHERE NEW STRIPING IS TO BE PLACED (COST ABSORBED).



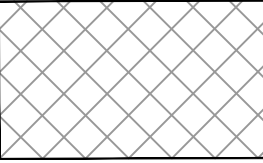
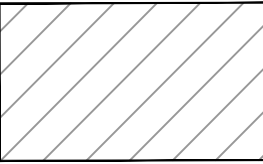
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001							
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					DRWN: FWP	DATE: 06/2012						
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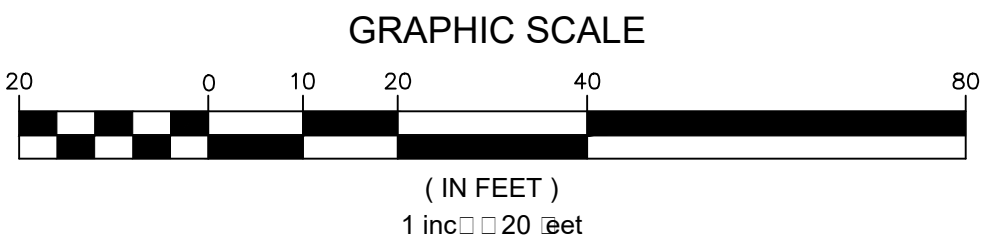
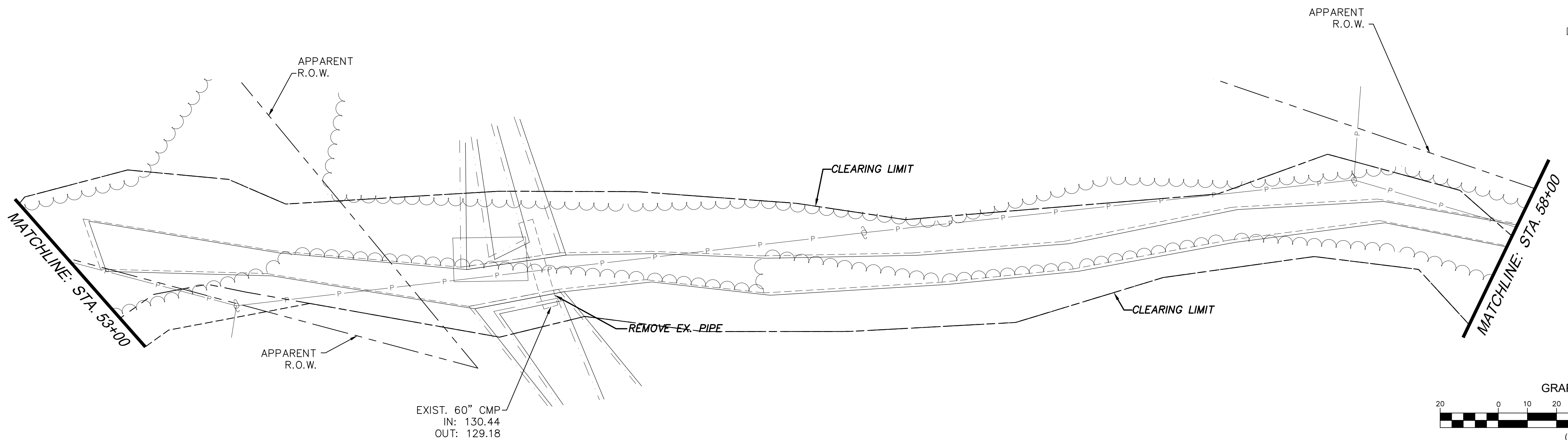
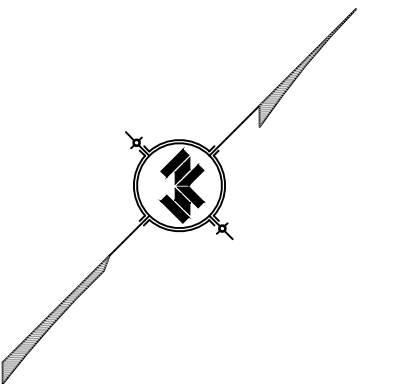
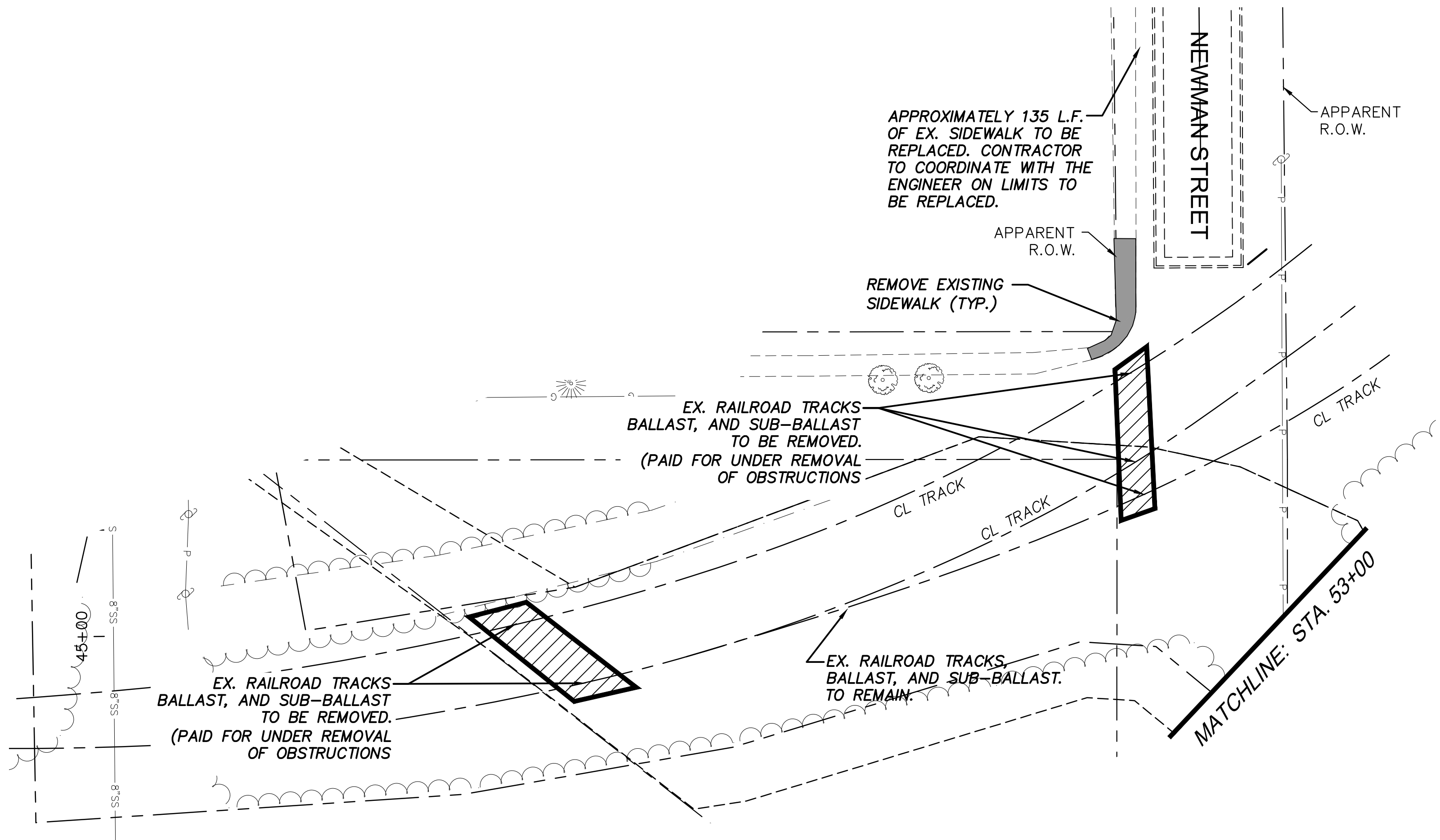


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	NO.	DATE	BY	DESCRIPTION	DSGN:	GPC	DATE:	06/2012		WORKING NUMBER:	DRAWING NUMBER:
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					CHKD:		DATE:				
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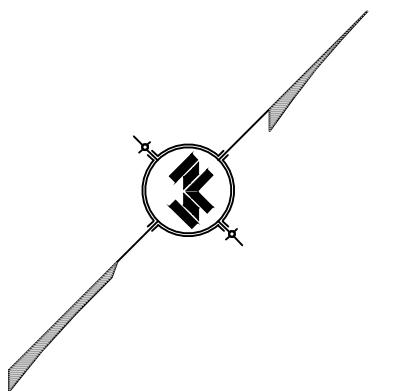
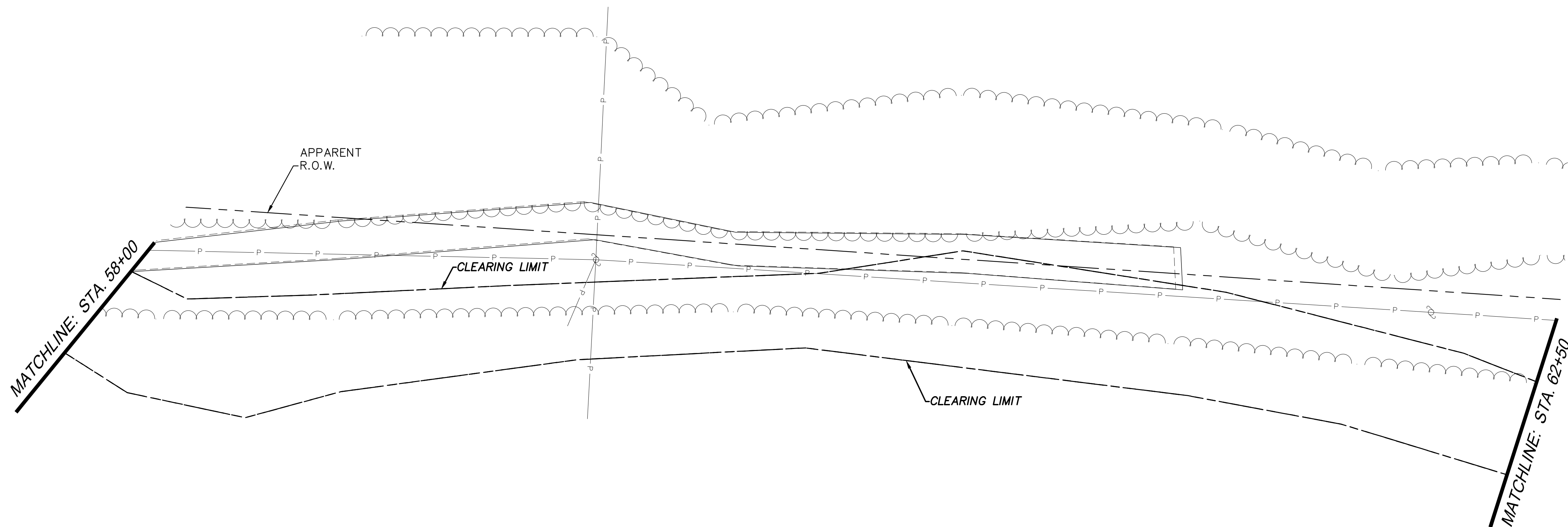


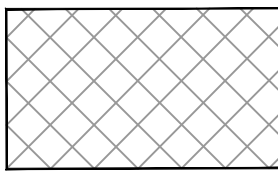
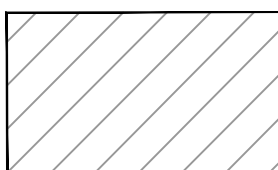
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001	
					FILENAME: 8933_DEMO.DWG	
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					DSGN: GPC	DATE: 06/2012
					DRWN: FWP	DATE: 06/2012
					CHKD:	DATE:
				QA/QC:	DATE:	
PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA10694-701000 CITY OF HATTIESBURG FORREST COUNTY						
 NEEL-SCHAFER <i>Solutions you can build upon</i>						
DEMOLITION PLAN BUSCHMAN STA. 17+50 TO STA. 45+00						
WORKING NUMBER: DEMO-1				DRAWING NUMBER: 9		

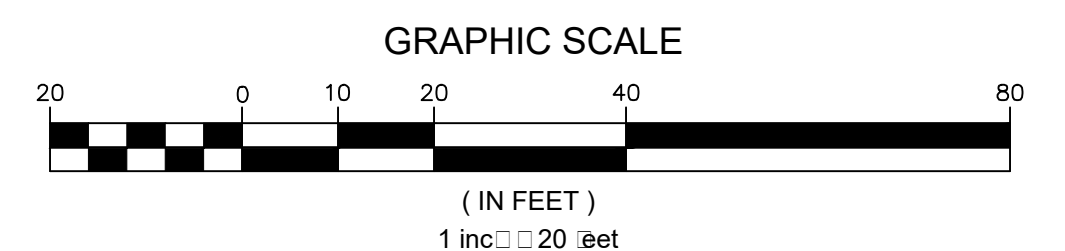
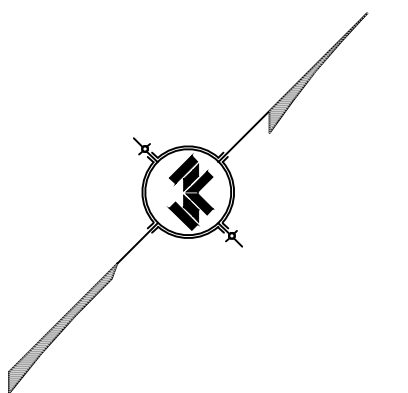
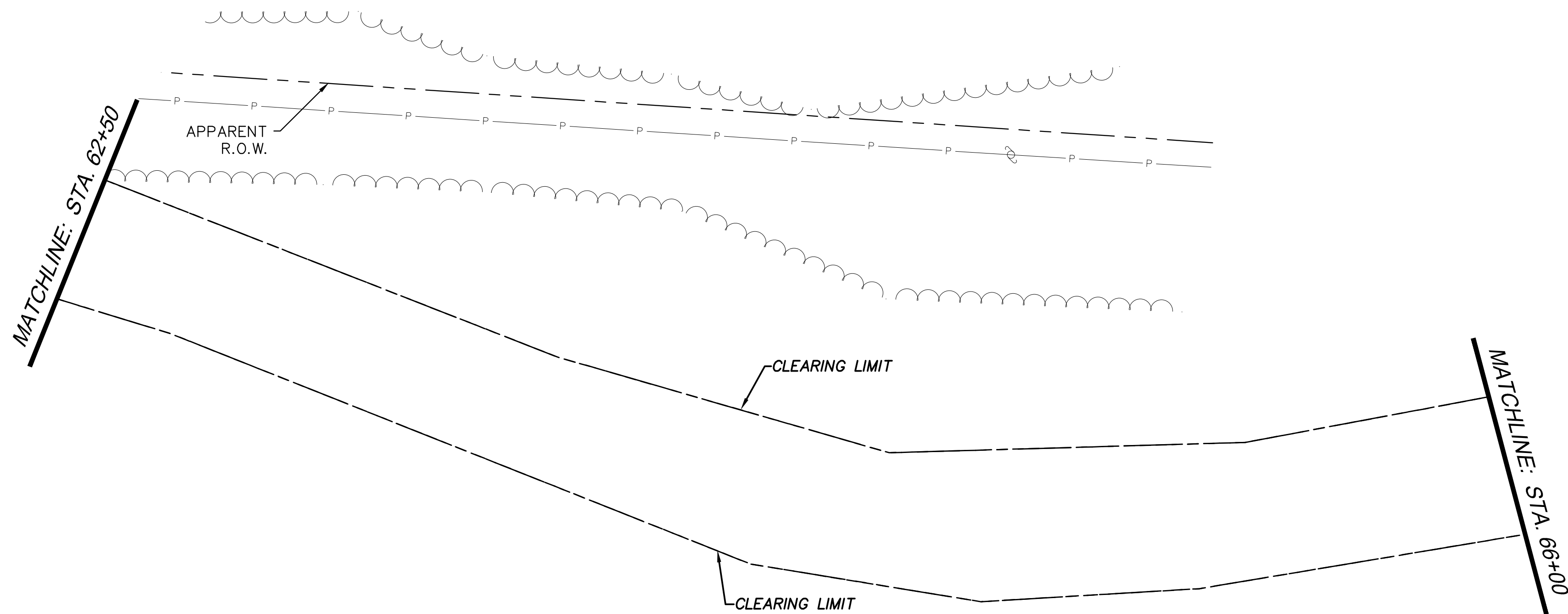
- 
REMOVAL OF ASPHALT PAVEMENT
- 
REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS
- 
REMOVAL OF CONCRETE SIDEWALK
- 
REMOVAL OF CONCRETE CURB



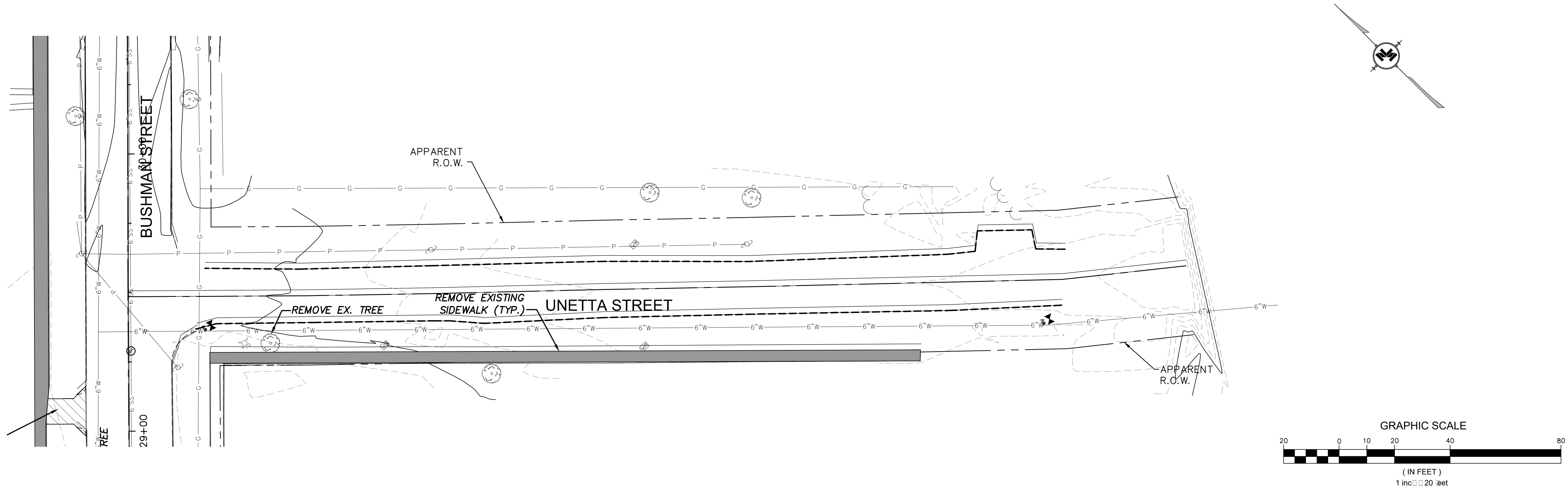
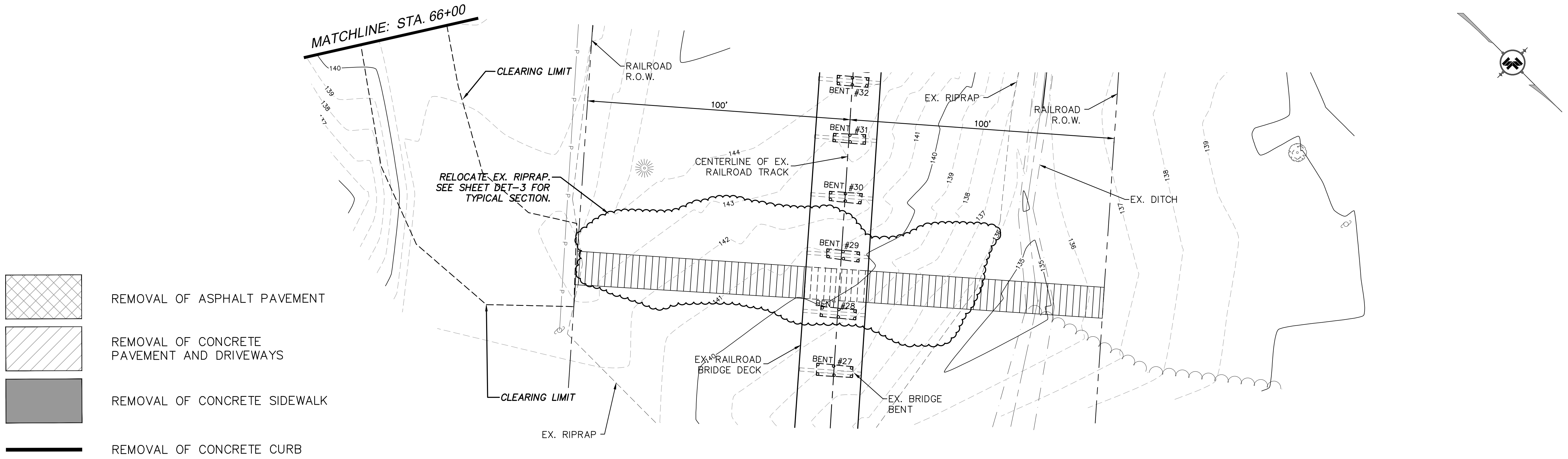
NOTICE TO DRAWING HOLDER				REVISIONS				DRAWING INFORMATION				PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA 10694-701000 CITY OF HATTIESBURG FORREST COUNTY				 NEEL-SCHAFFER <i>Solutions you can build upon</i>				DEMOLITION PLAN GORDON'S CREEK STA. 50+00 TO STA. 58+00							
NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001												WORKING NUMBER:				DRAWING NUMBER:			
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								DSGN: GPC DATE: 06/2012																			
								DRWN: FWP DATE: 06/2012																			
				CHKD: DATE:																							
				QA/QC: DATE:																							



-  REMOVAL OF ASPHALT PAVEMENT
-  REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS
-  REMOVAL OF CONCRETE SIDEWALK
-  REMOVAL OF CONCRETE CURB



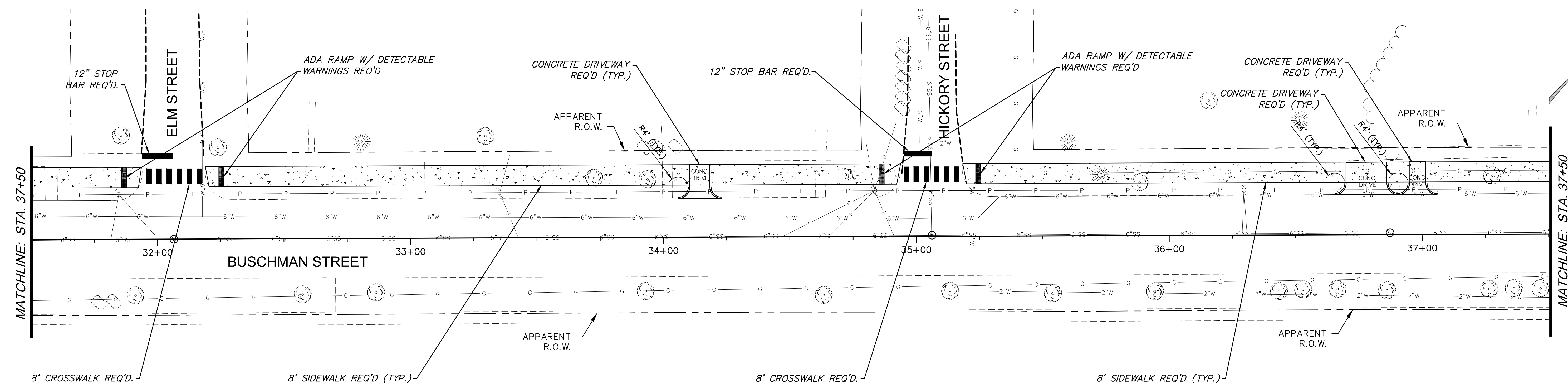
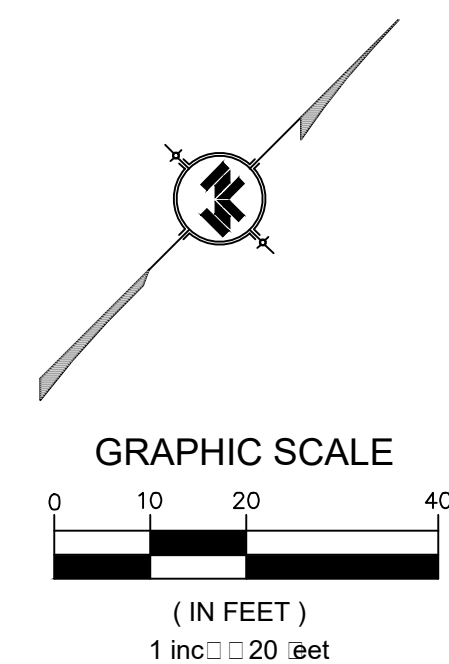
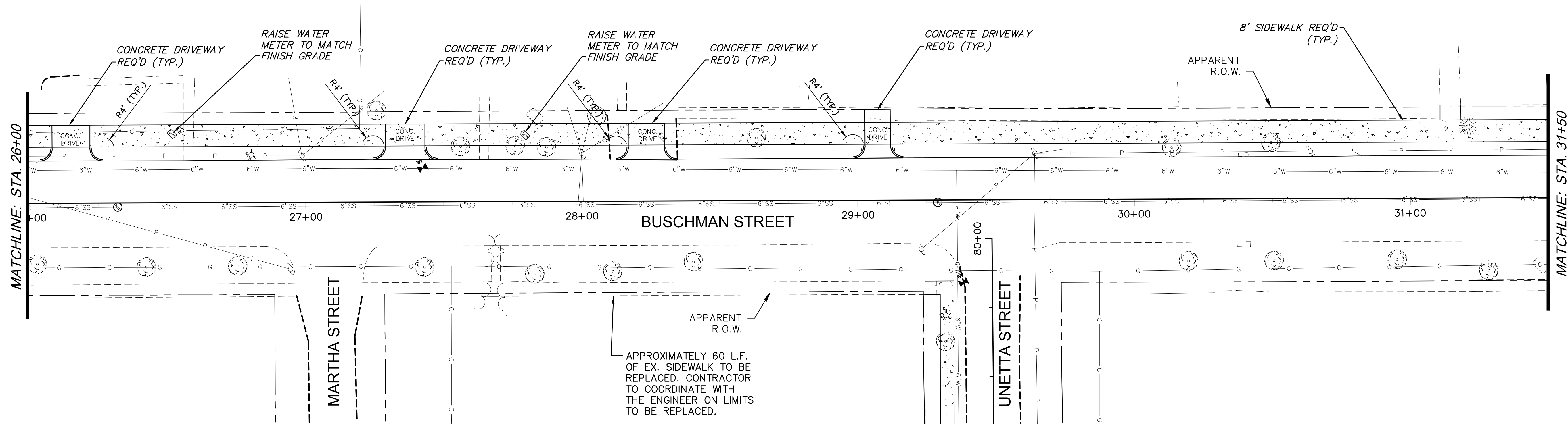
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001				
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					CHKD: DATE:			WORKING NUMBER:	DRAWING NUMBER:
					QA/QC: DATE:			DEMO-5	11



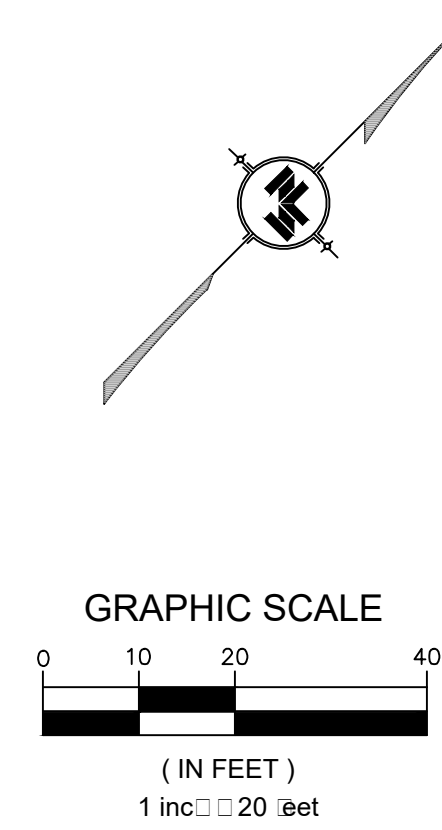
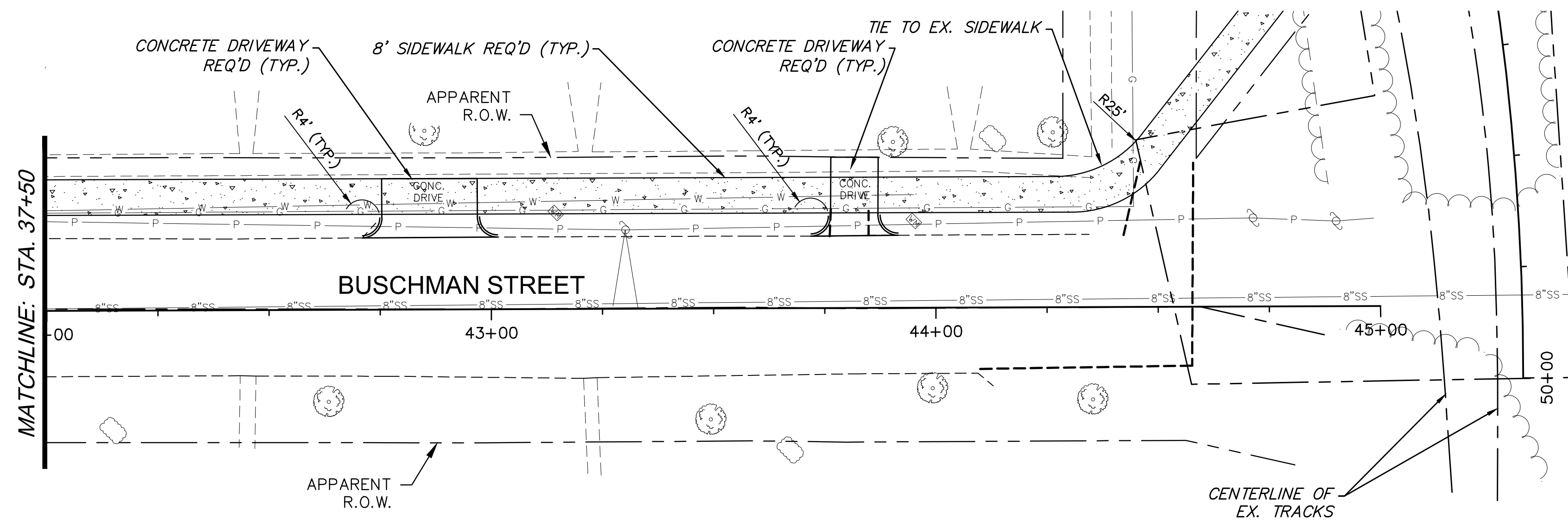
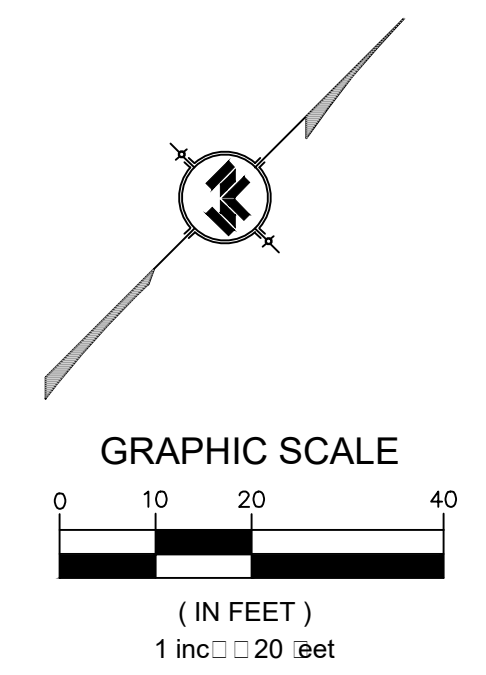
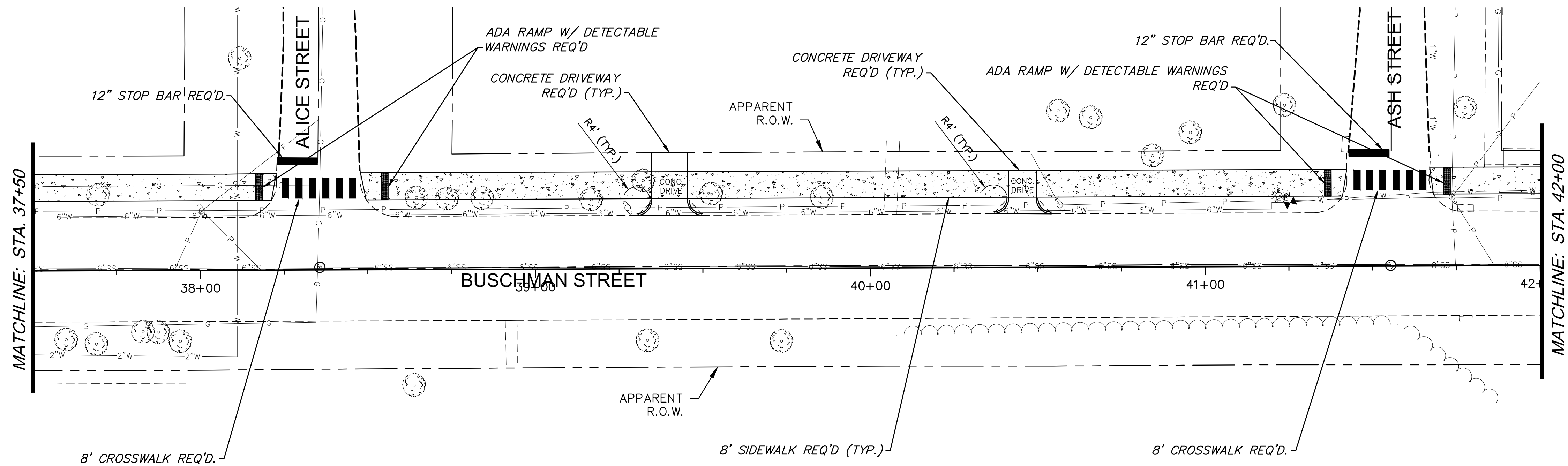
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001			WORKING NUMBER:	DRAWING NUMBER:
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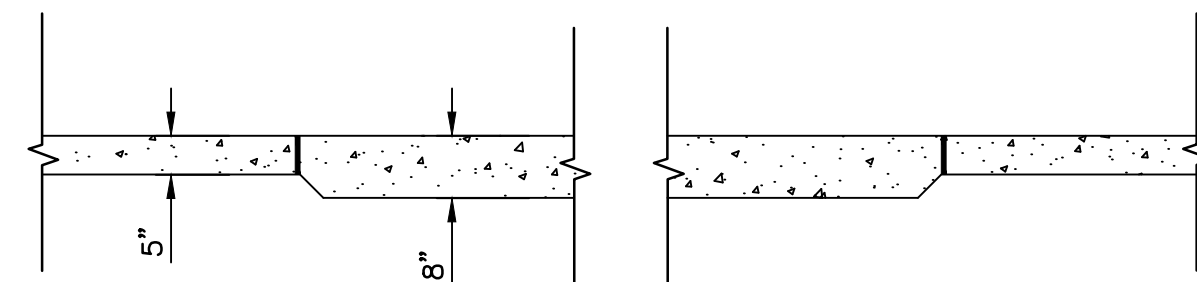
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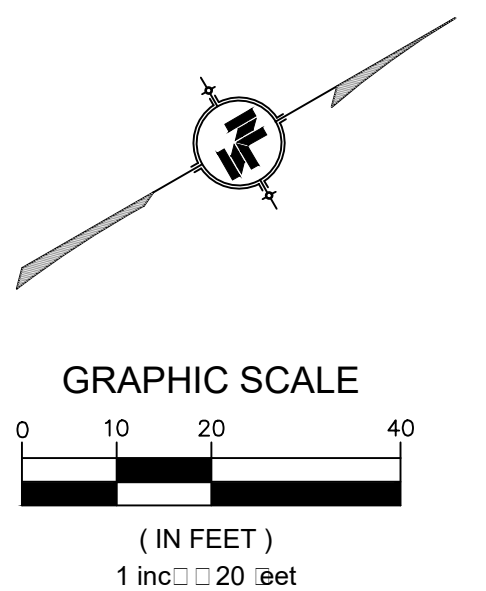
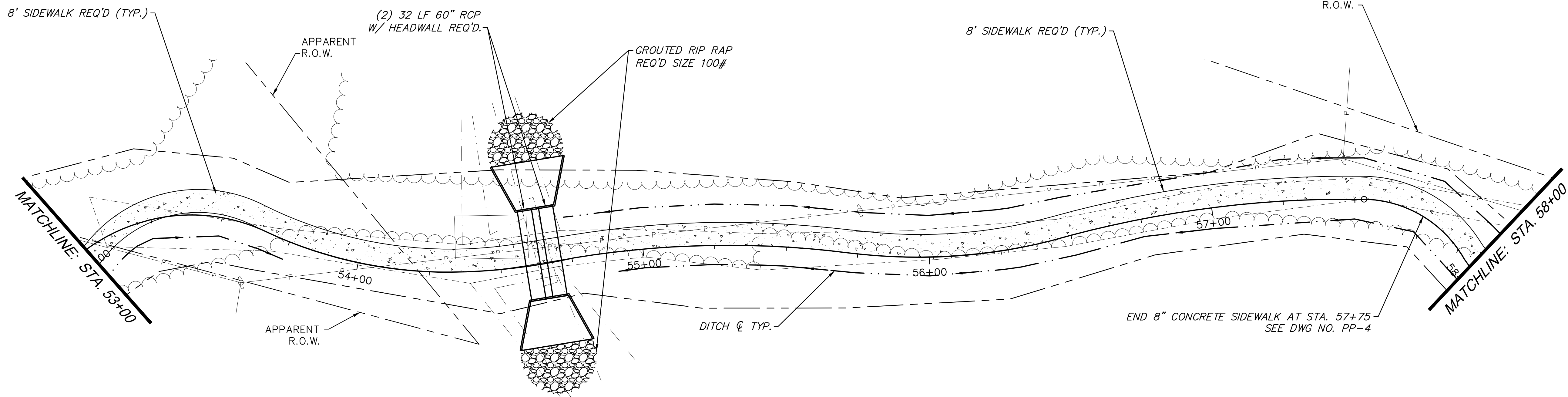
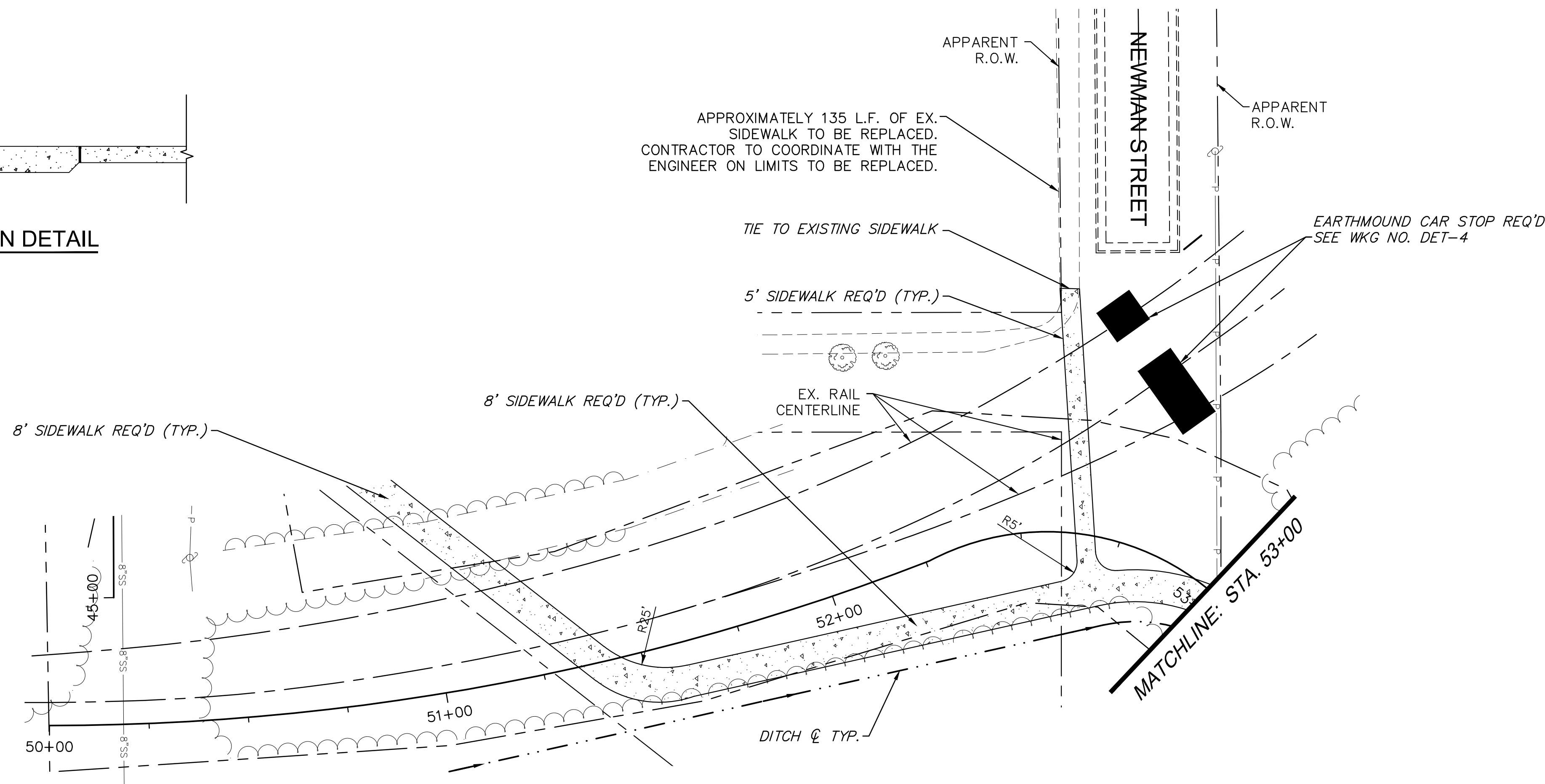
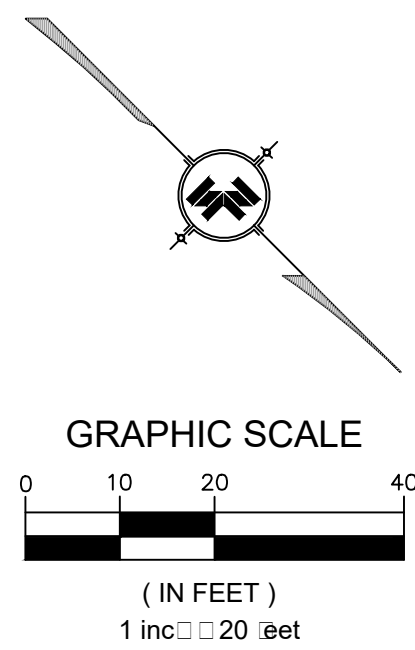
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	8933.001				
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					QA/QC:		DATE:			



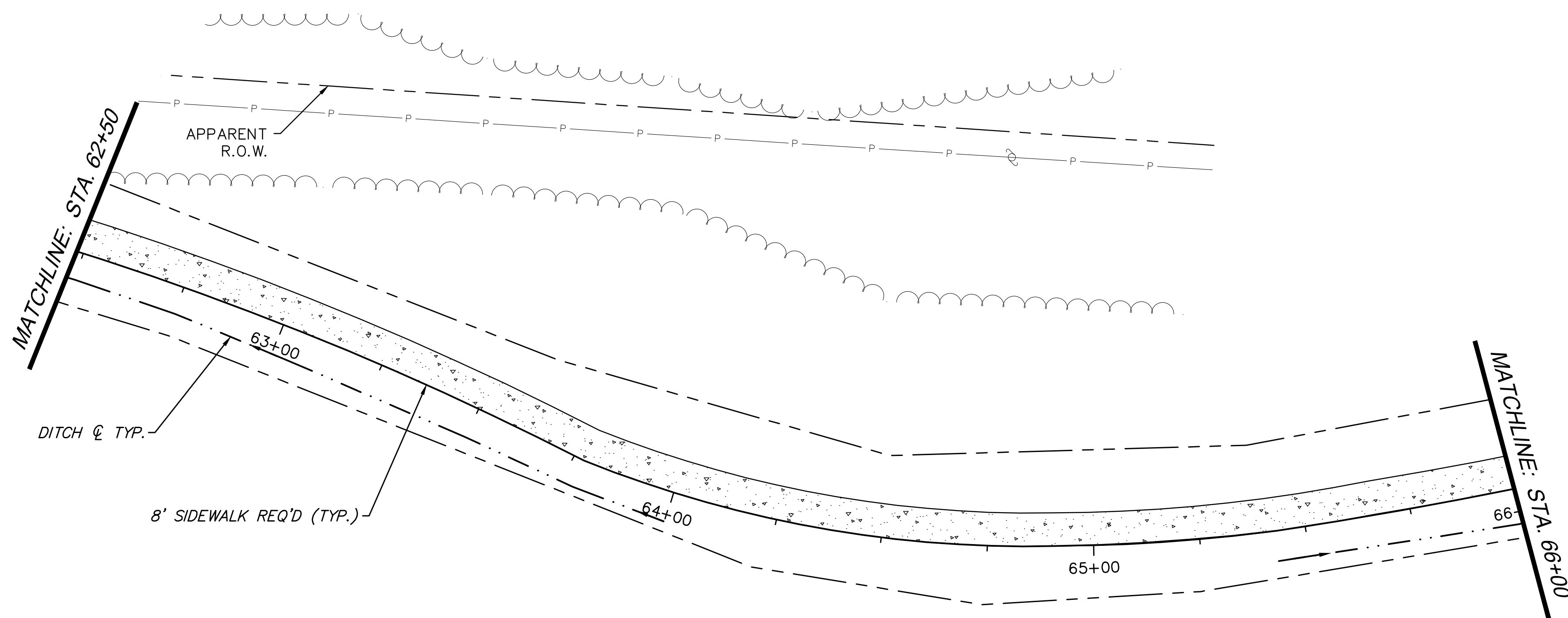
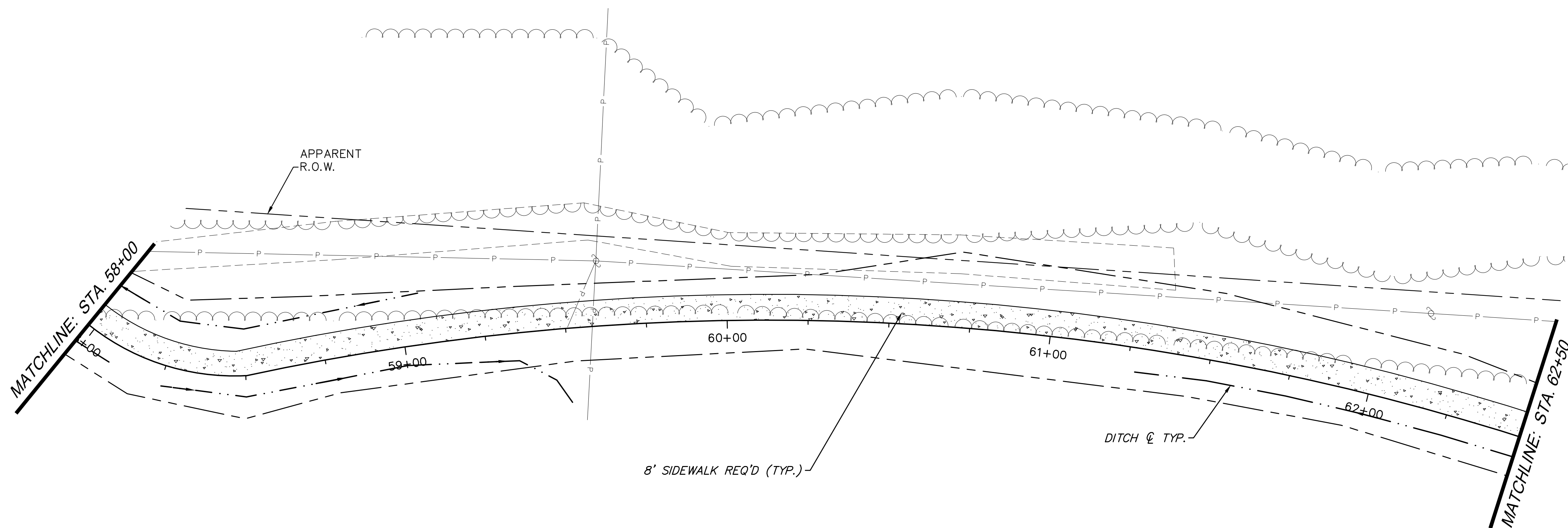
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8" TO 5" TRANSITION DETAIL
NOT TO SCALE

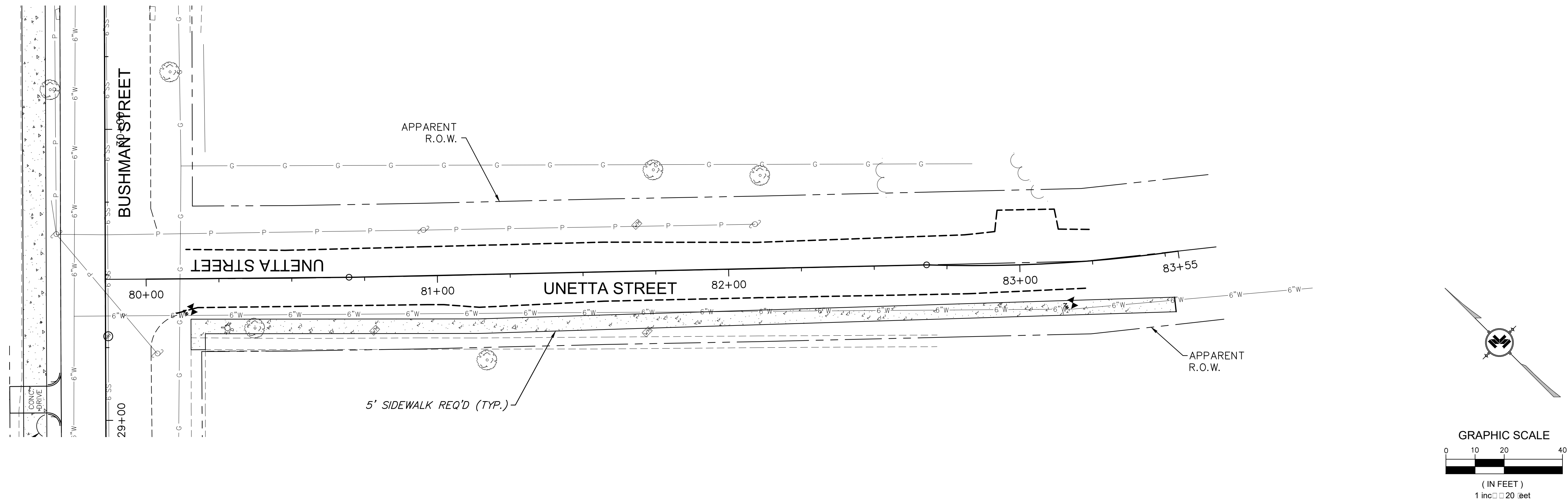
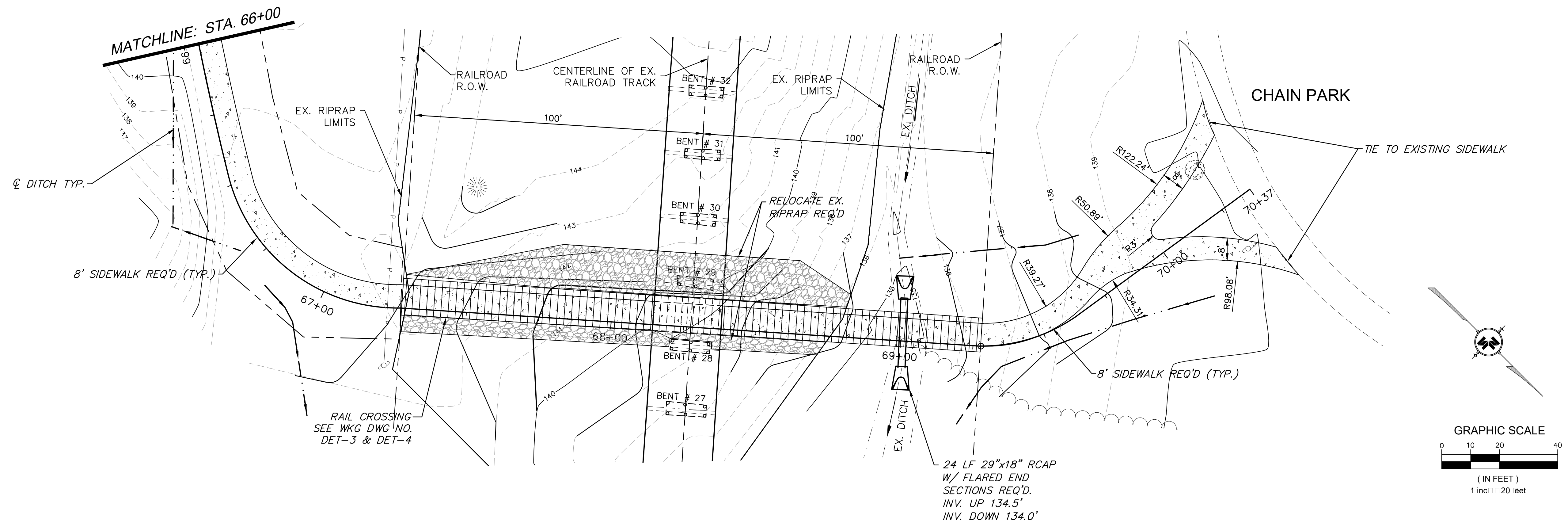


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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8933.001				
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					DRWN: GPC DATE: 01/2012				
					CHKD: DATE:			WORKING NUMBER:	DRAWING NUMBER:
					QA/QC: DATE:			PP-5	18

NOTE:
REMOVING AND RESETTING OF EXISTING RIPRAP SHALL
BE PAID FOR UNDER PAY ITEM 202-B276



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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				DRWN: GPC DATE: 01/2012
				CHKD: DATE:
				QA/QC: DATE:

PATHWAY IMPROVEMENTS FROM
TRAIN DEPOT TO CHAIN PARK
PROJECT NO. STP 8771-00(002)LPA10694-701000
CITY OF HATTIESBURG
FORREST COUNTY



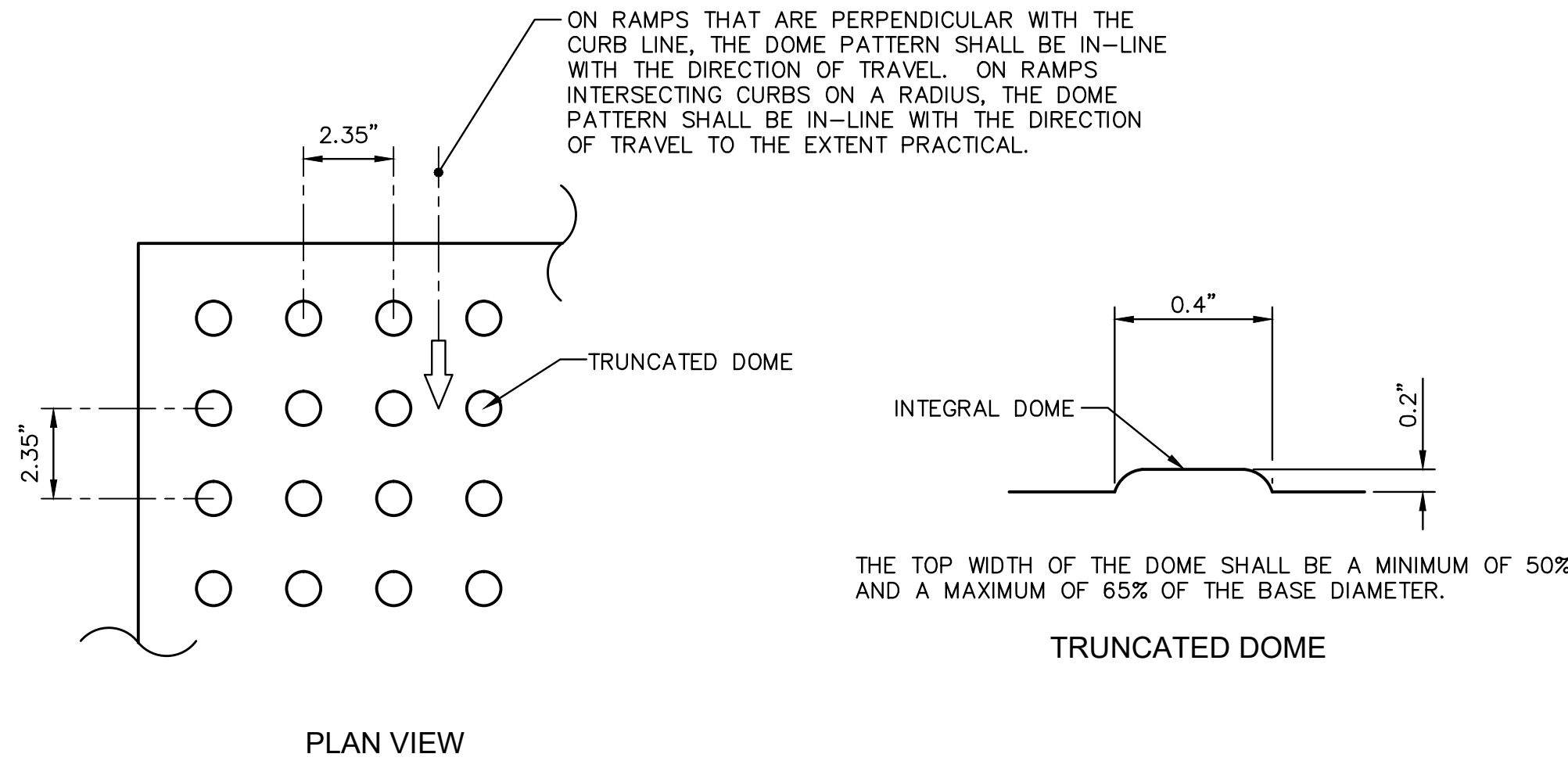
GORDON'S CREEK
STA. 66+00 TO STA. 70+55
UNETTA
STA. 80+00 TO STA. 83+55

WORKING NUMBER:	DRAWING NUMBER:
PP-6	19

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS—DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
212—B001	STANDARD GROUND PREPARATION (SOD AREA)	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR PLANTINGS, AS APPLICABLE.
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS/ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS/ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
213—B003	COMBINATION FERTILIZER (8—24—24)	1000 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
216—B001	SOLID SODDING, CENTIPEDE	SQ.YD.	MARCH 1 TO DECEMBER 1	SQ.YD.	SEPTEMBER 1 TO MARCH 1	APPLY TO ALL DISTURBED AREAS
219—A001	WATERING	20 GALS/S.Y. (EST.)	MARCH 1 TO SEPTEMBER 1	20 GALS/S.Y. (EST.)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED
220—A001	INSECT PEST CONTROL	PER ACRE	_____	PER ACRE	_____	SEE SECTION 220.

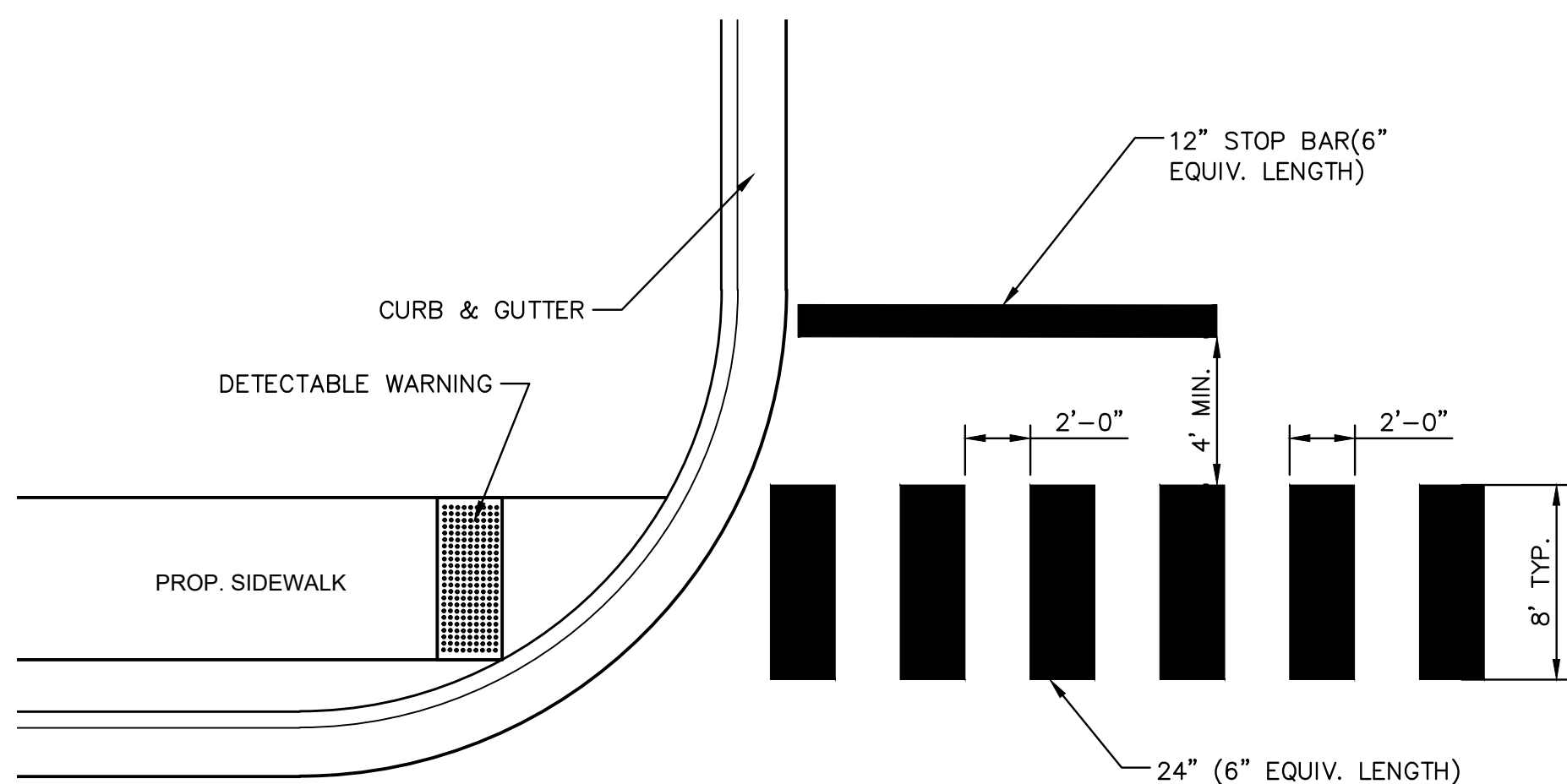
① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TESTS OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS. NO EXTRA PAYMENT WILL BE MADE FOR ALL FERTILIZERS ACCEPTABLY APPLIED AS AN ADDITIONAL APPLICATION(S).

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	NO.	DATE	BY	DESCRIPTION	N—S PROJECT NO: 89333.001				WORKING NUMBER: VS-1	DRAWING NUMBER: 20
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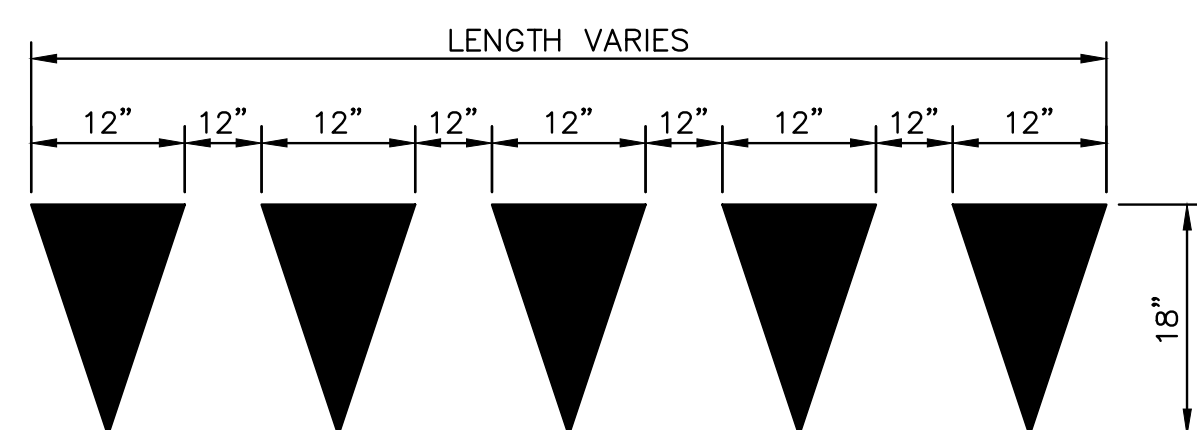


ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.



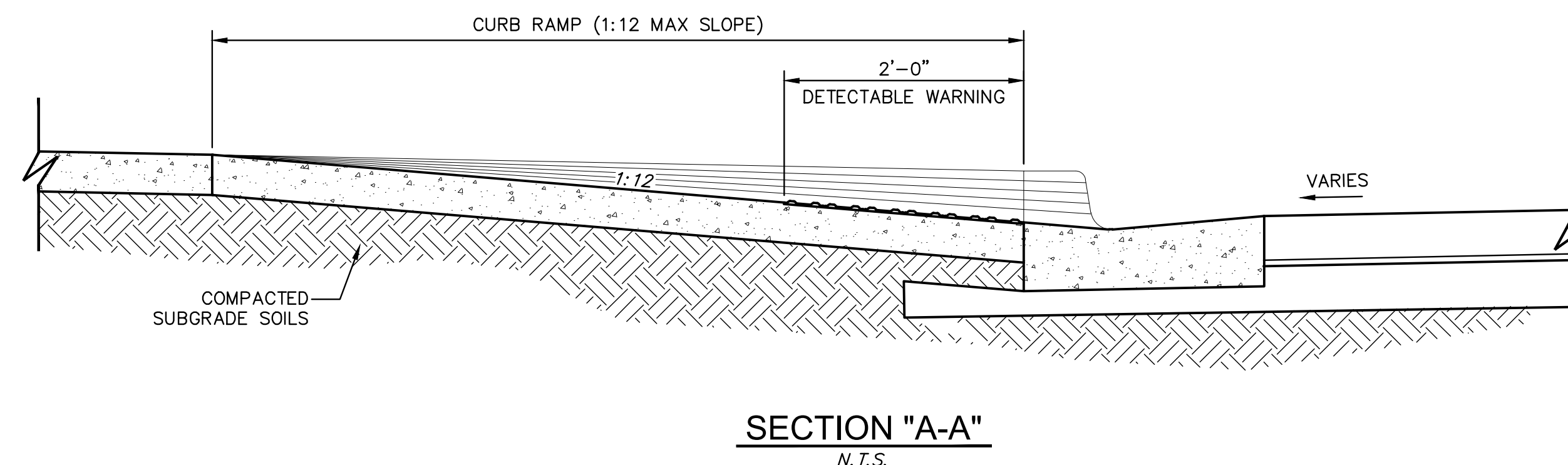
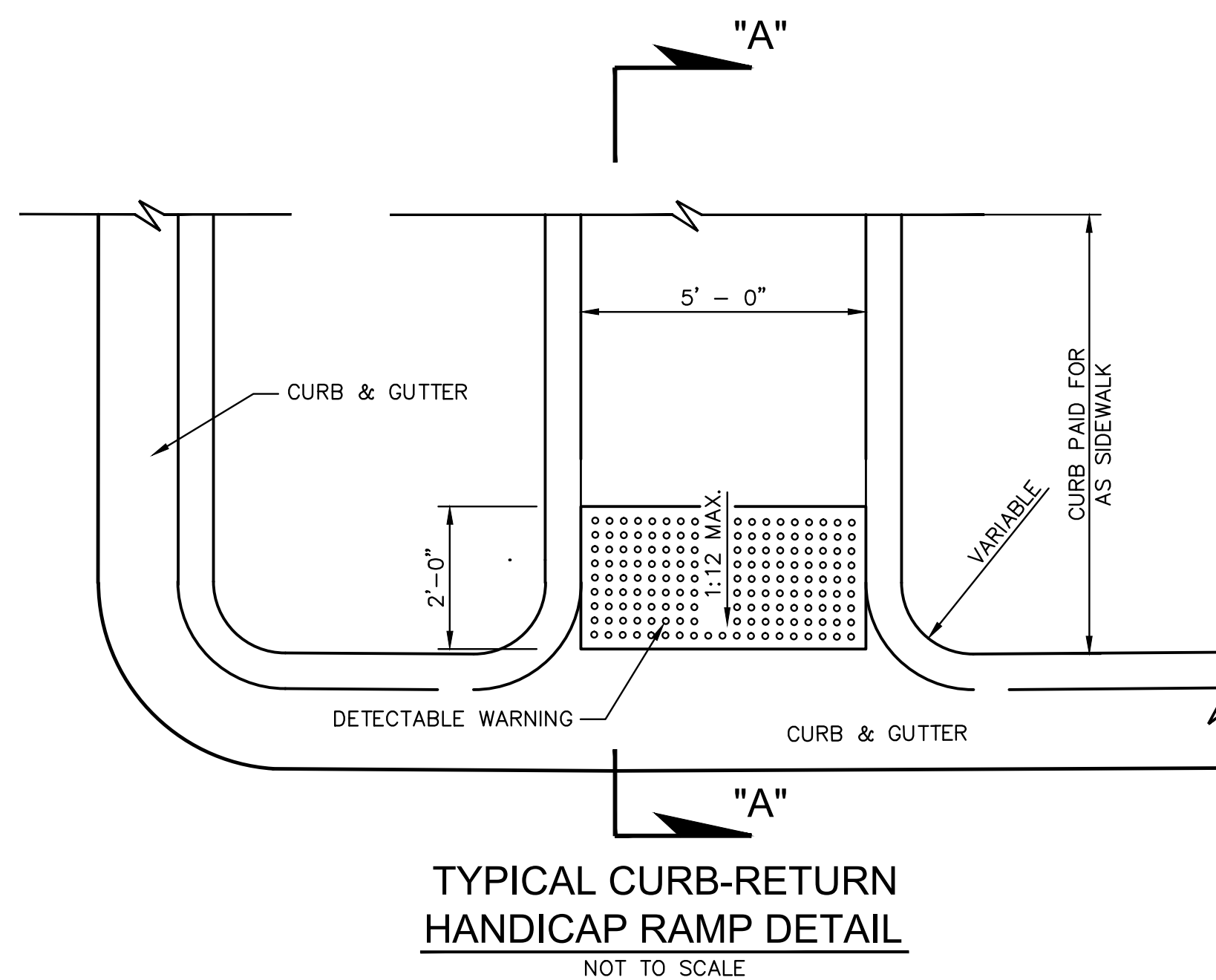
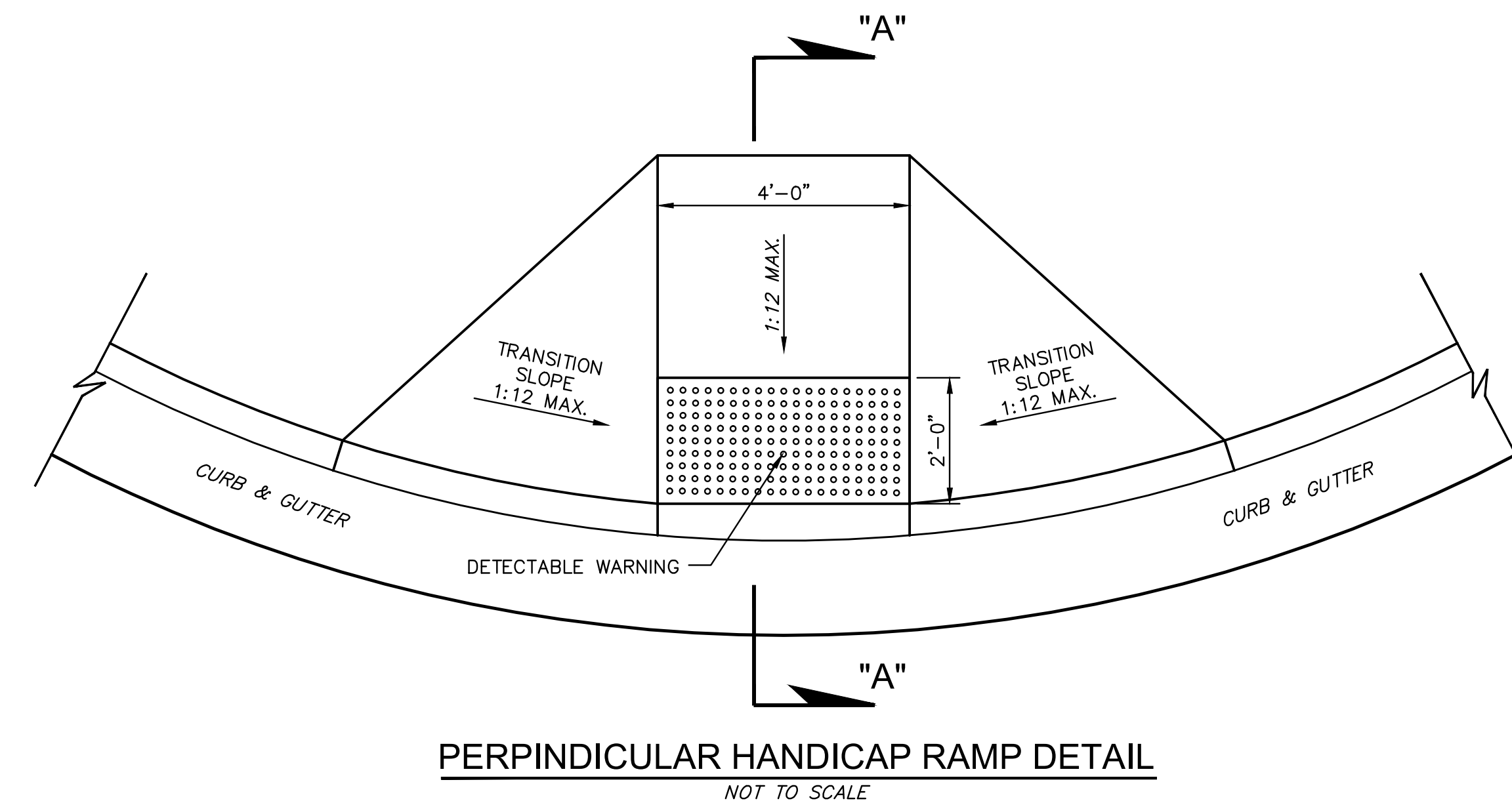
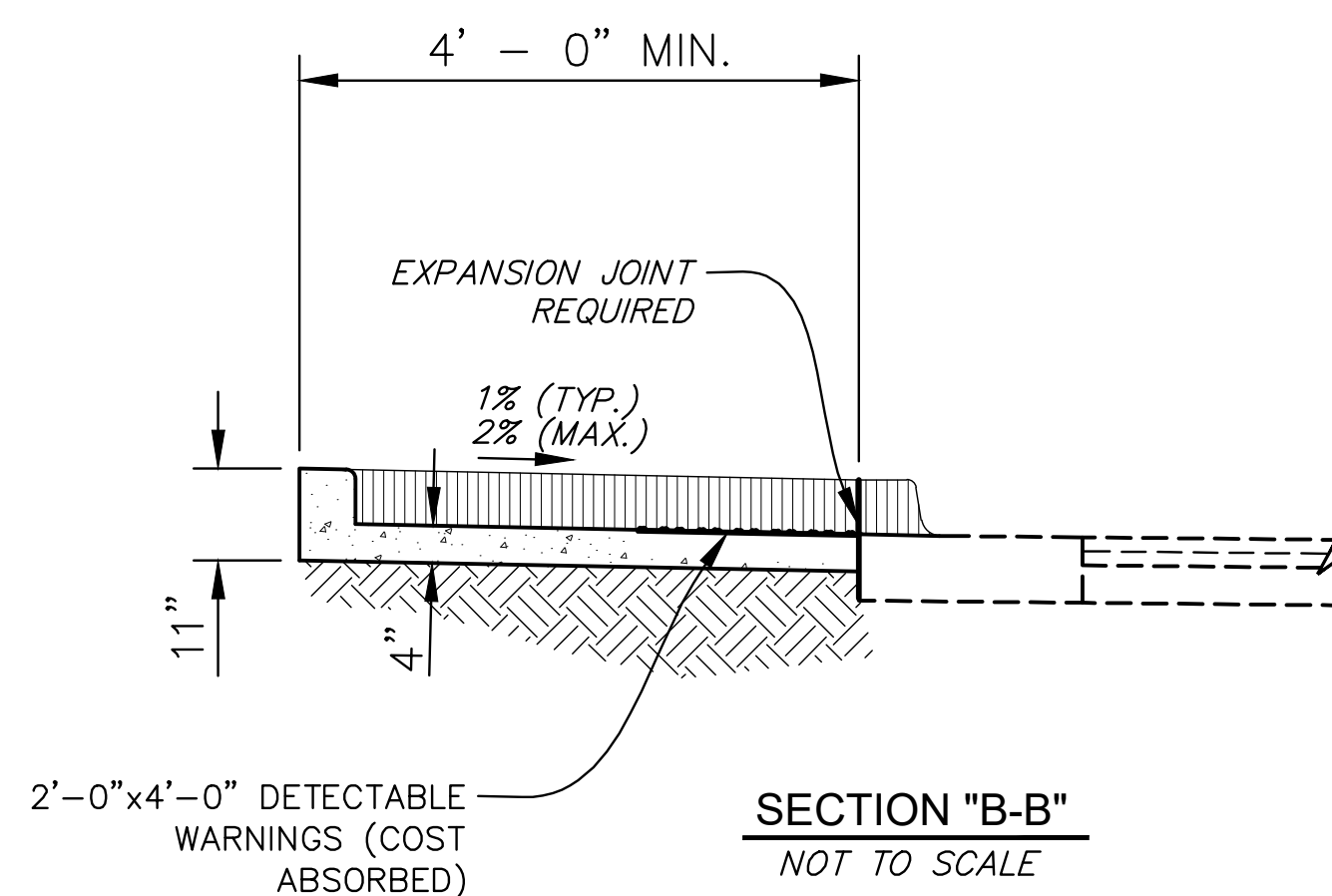
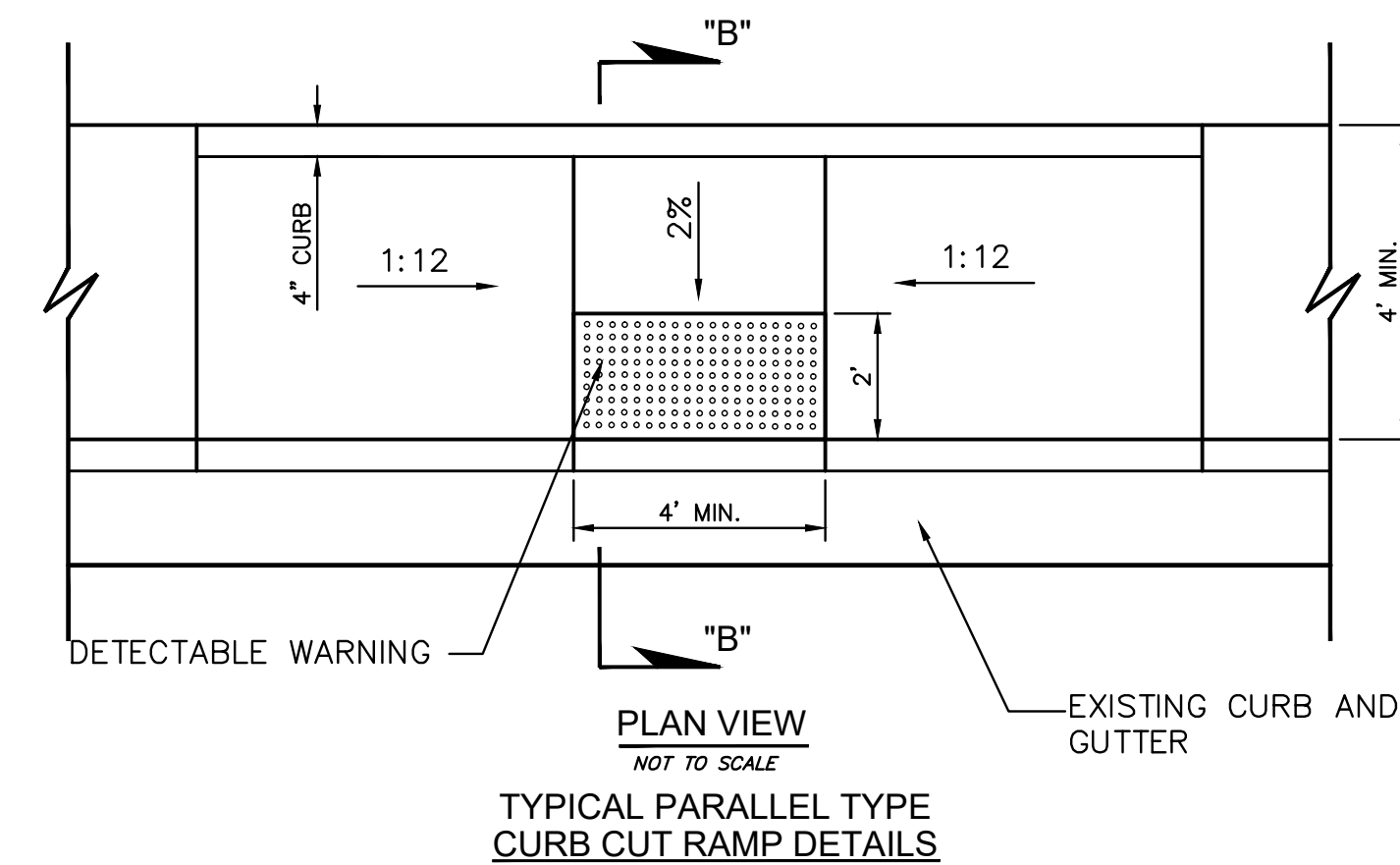
TYPICAL CROSSWALK STRIPING
NOT TO SCALE



YIELD LINE PAVEMENT MARKINGS SHALL BE PAID FOR AS LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKING
NOT TO SCALE

- NOTES:
1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
 2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
 3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
 4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
 5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.
 6. DETECTABLE WARNINGS SHALL BE INCLUDED AT EVERY COMMERCIAL DRIVEWAY CROSSING. DETECTABLE WARNINGS ARE NOT REQUIRED FOR RESIDENTIAL DRIVEWAYS.



NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
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							DRWN: GPC DATE: 01/2012
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PATHWAY IMPROVEMENTS FROM
TRAIN DEPOT TO CHAIN PARK
PROJECT NO. STP 8771-00(002)LPA10694-701000

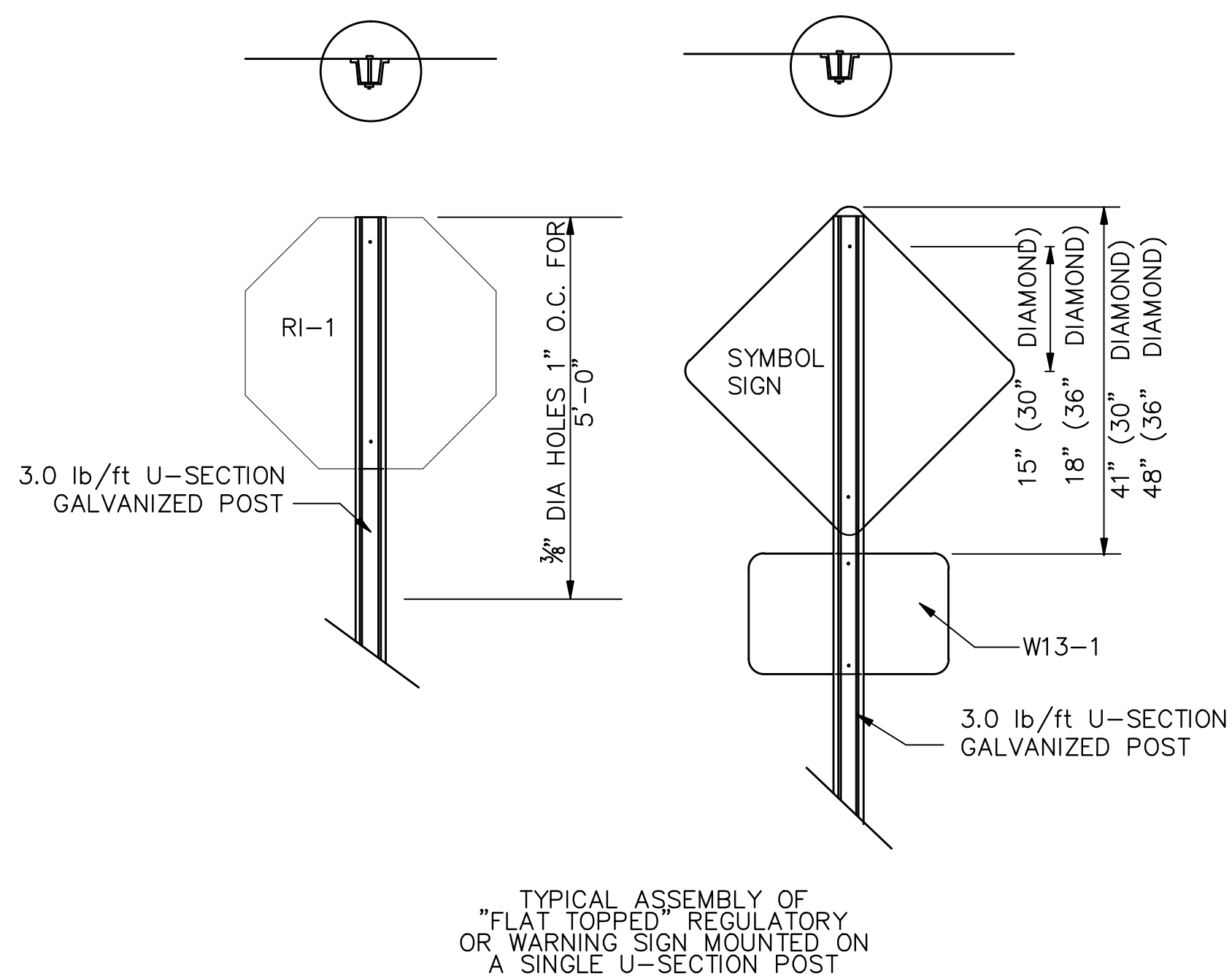
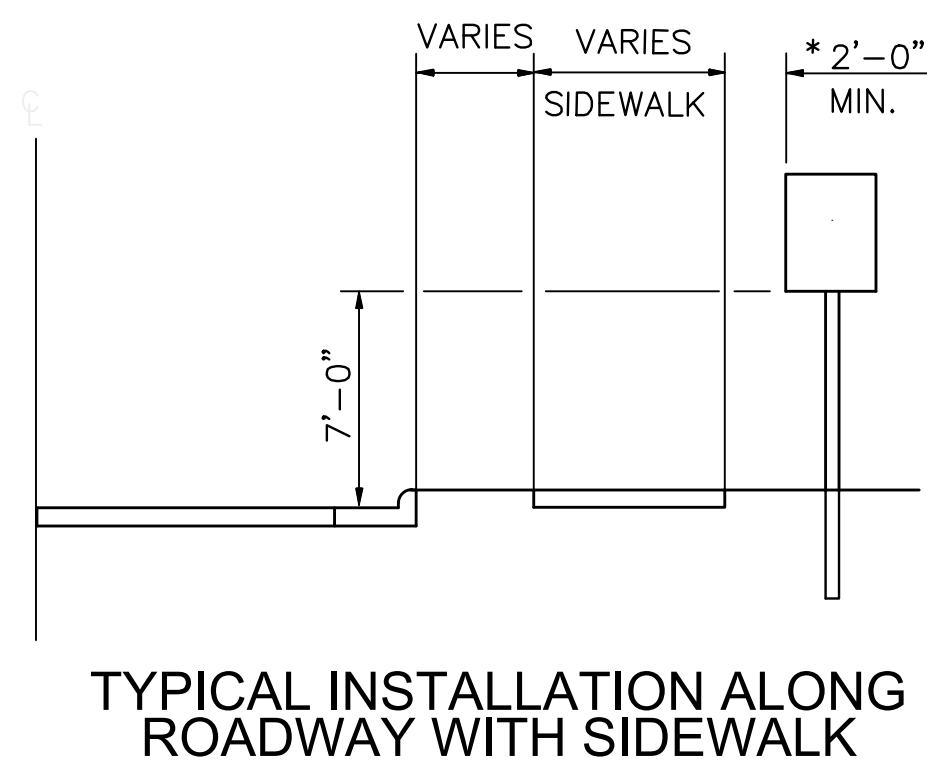
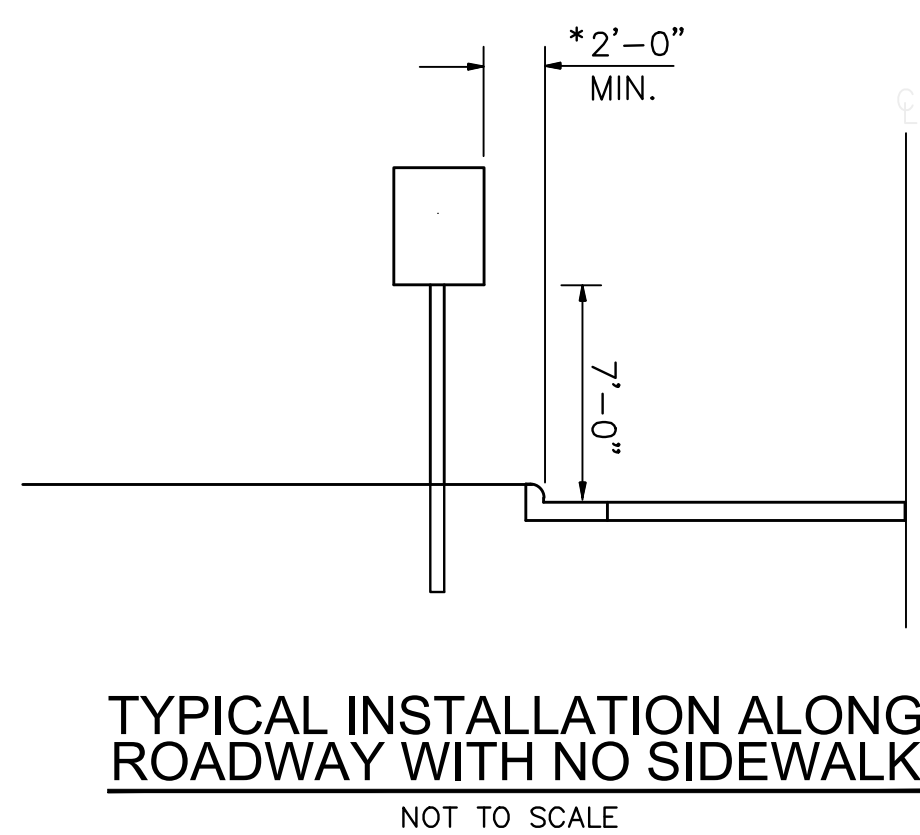
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

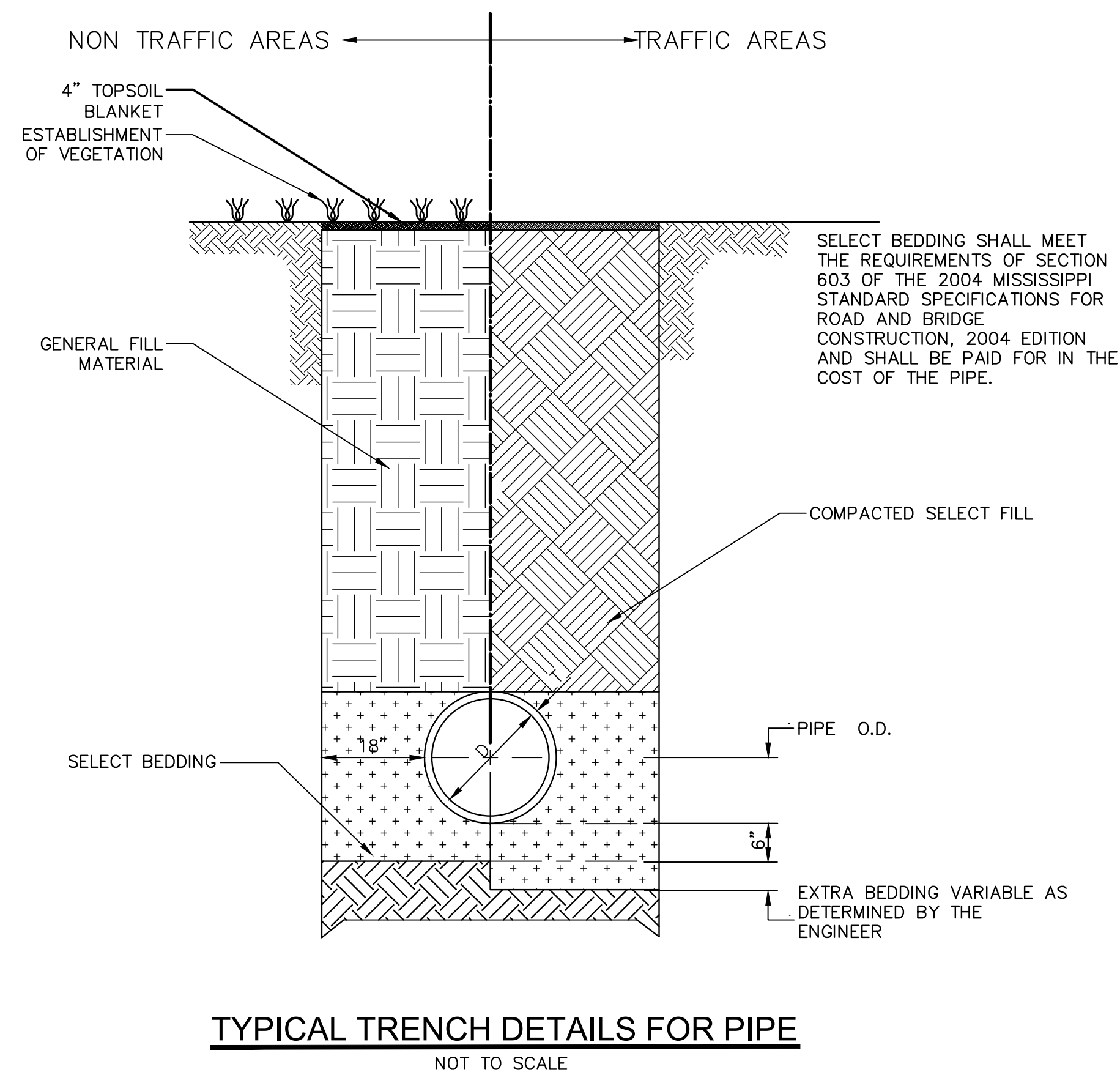
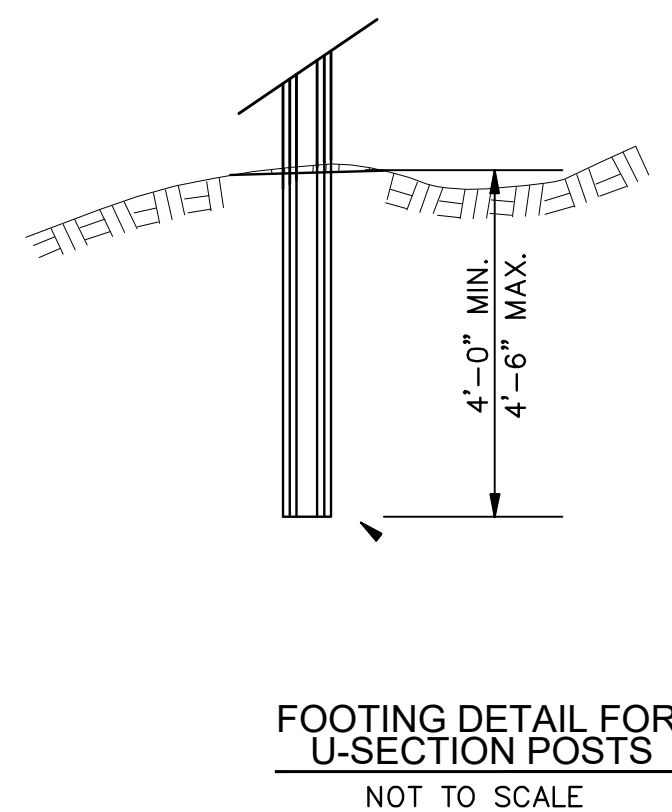
MISCELLANEOUS DETAILS

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DET-1

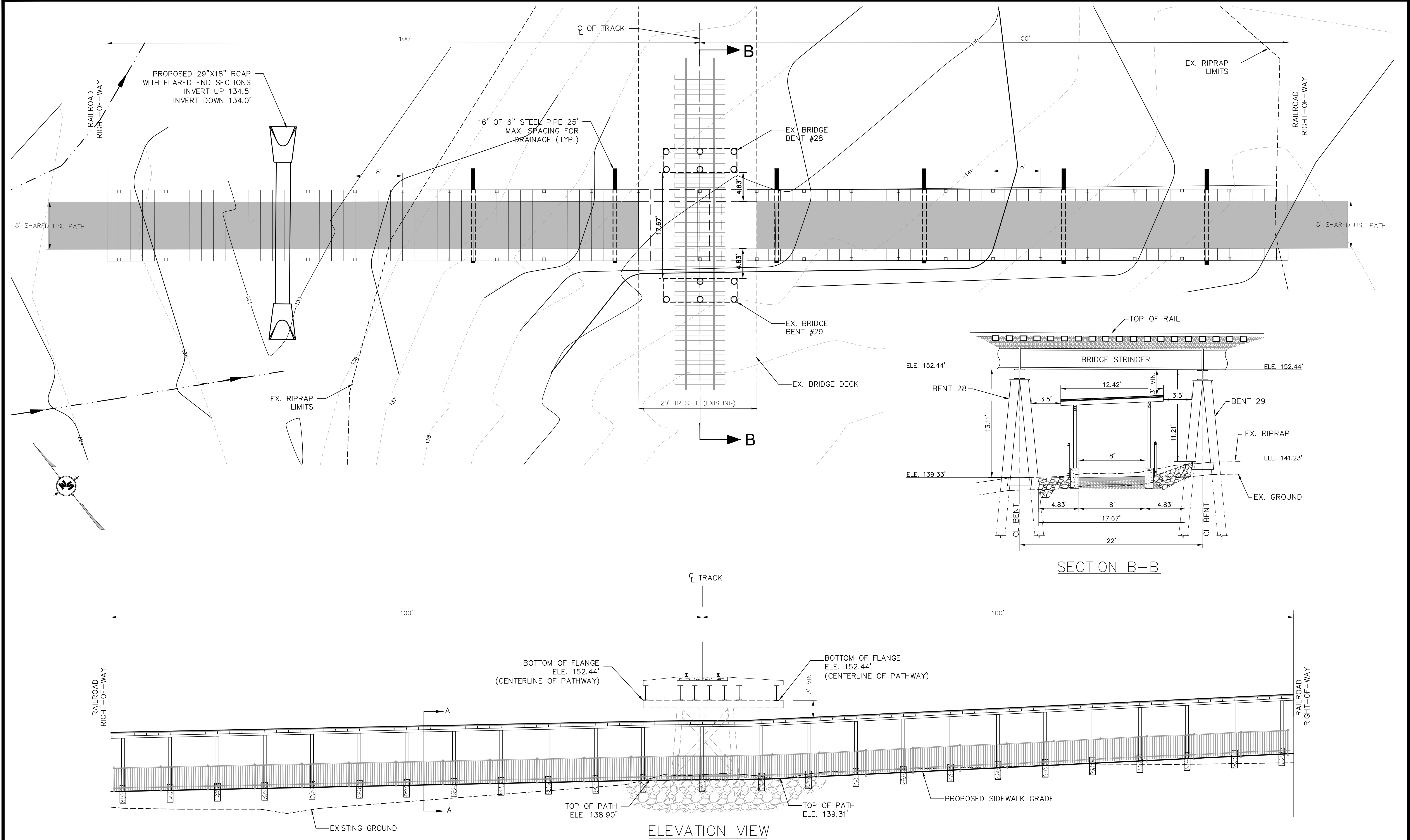
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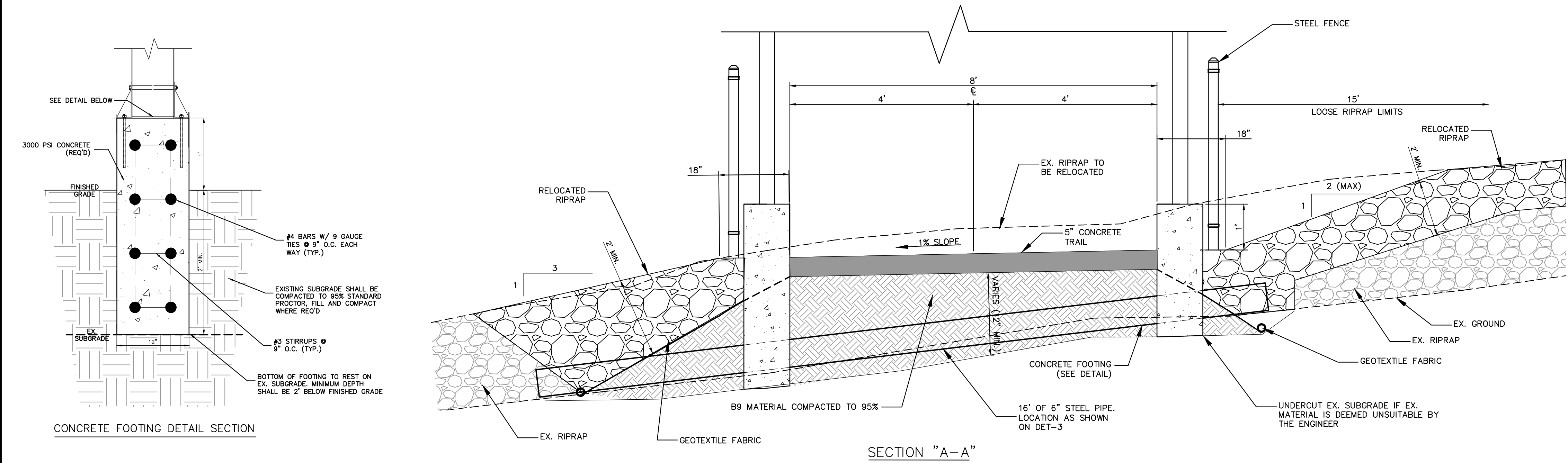
NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA10694-701000 CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	MISCELLANEOUS DETAILS	
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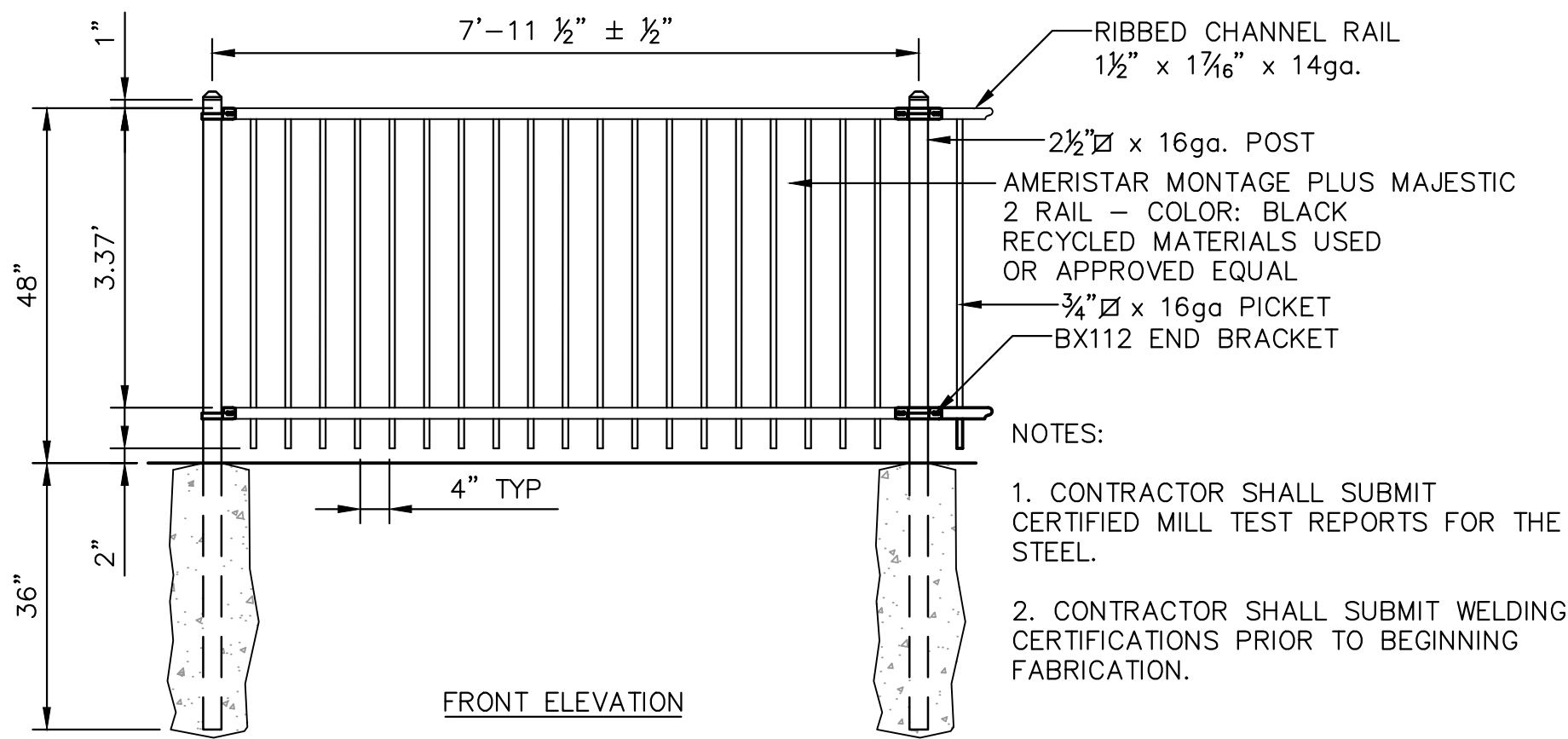
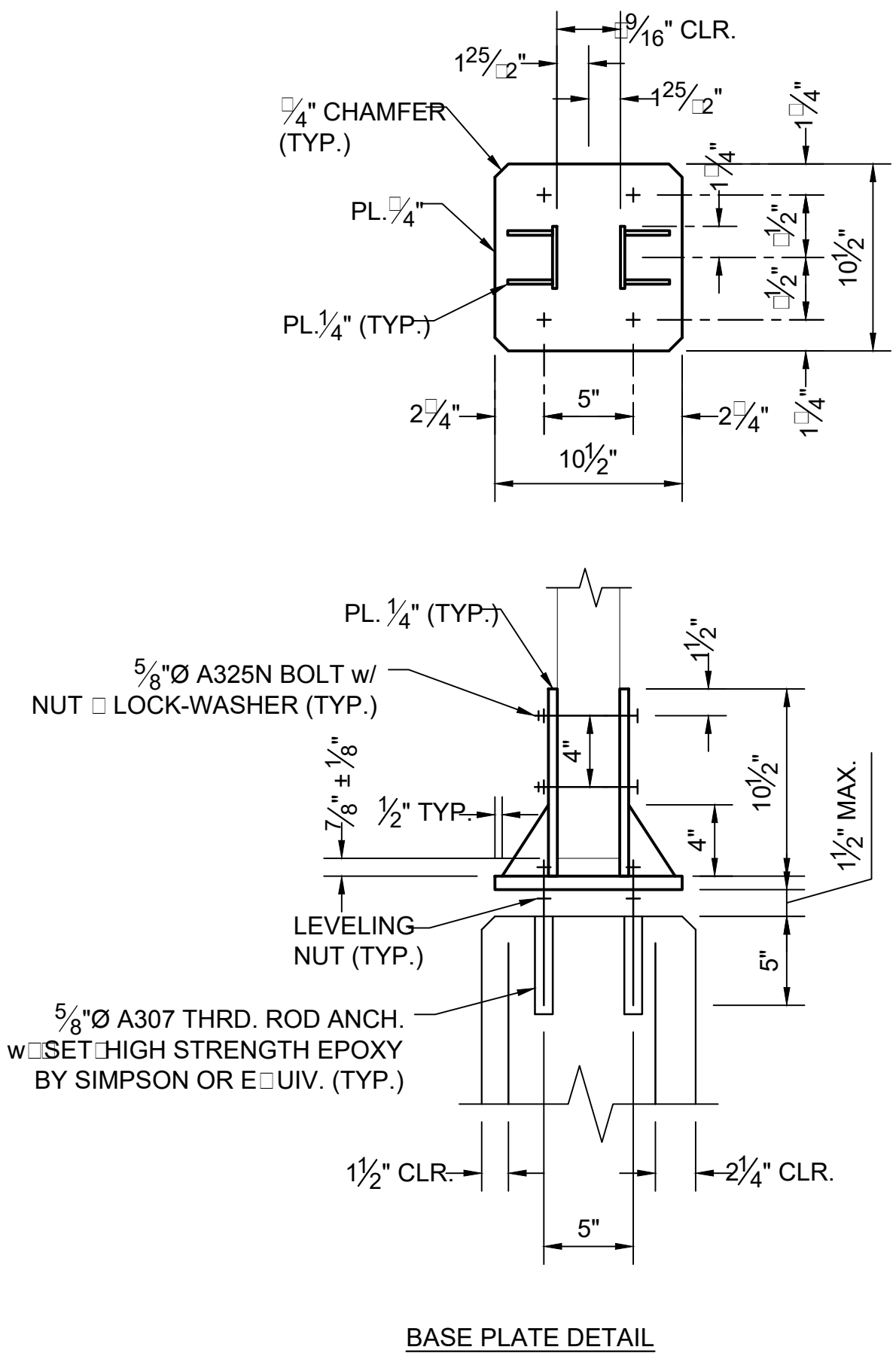
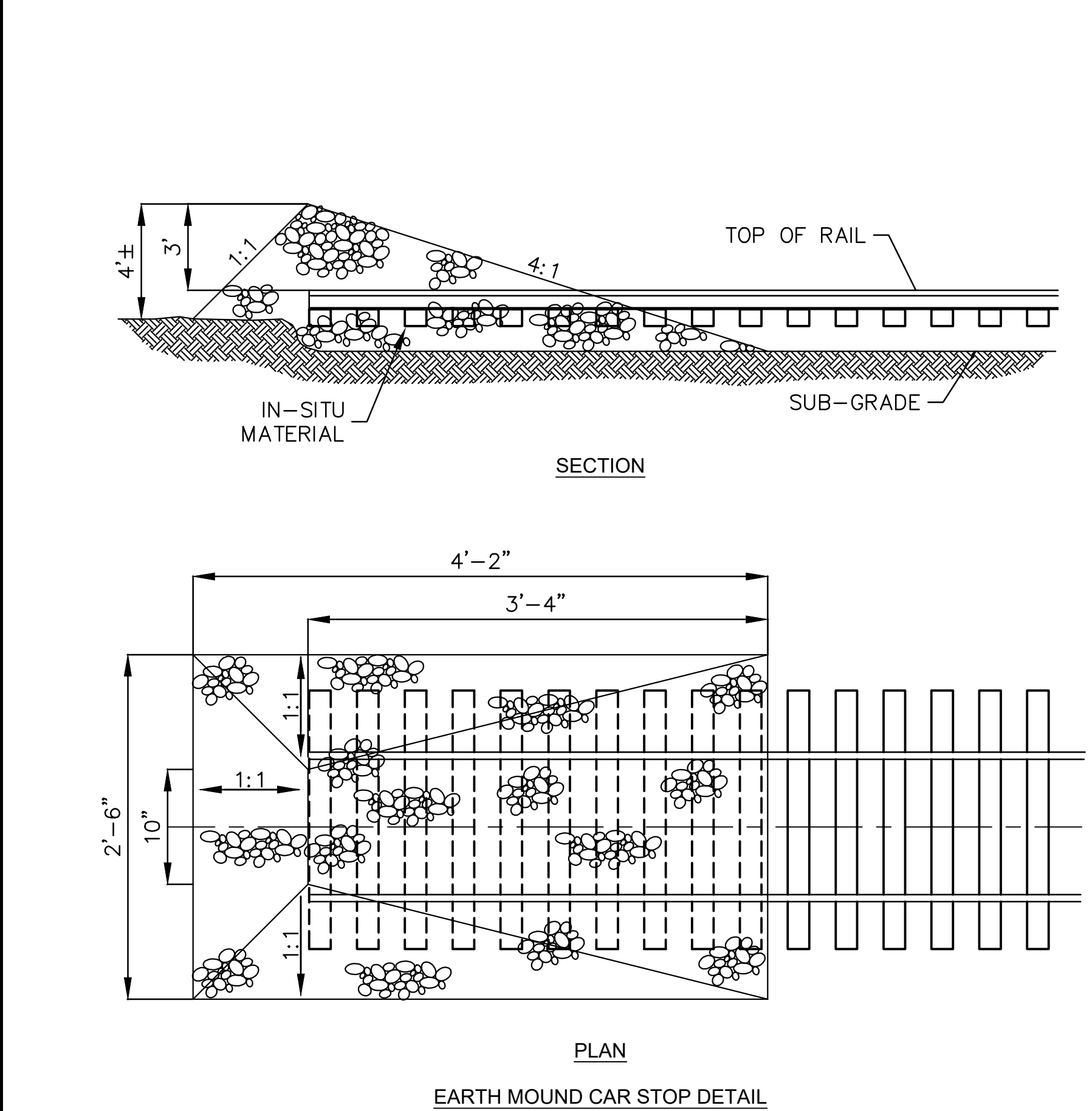


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					CHKD:	DATE:				
				QA/QC:	DATE:			WORKING NUMBER:	DRAWING NUMBER:	
								DET-	2	



- LUMBER AND TIMBER NOTES:**
1. LUMBER USED SHALL BE IDENTIFIED BY THE GRADE MARK OF A LUMBER GRADING OR INSPECTION AGENCY THAT HAS BEEN APPROVED BY AN ACCREDITATION AGENCY THAT COMPLIES WITH DOC PS 20.
 2. WHERE DIMENSIONS OF LUMBER ARE SPECIFIED, THEY SHALL BE DEEMED TO BE NOMINAL DIMENSIONS U.N.O.
 3. U.N.O. LUMBER SHALL BE S.Y.P. VISUALLY GRADED LUMBER OR TIMBER NO. 2, NON-DENSE (OR BETTER). ALL WOOD SHALL BE PRESSURE TREATED PER AWPA. USE CATEGORY "UC3A" WITH A MOISTURE CONTENT <19%. IDENTIFICATION SHALL BE PER IBC PARA 2303.1.8.
 4. U.N.O. ALL FASTENERS SHALL BE SCREWS, EXCEPT BLOCKING MAY BE NAILED. ALL MEMBERS SHALL NOT HAVE SPLIT ENDS AT FASTENERS. PRE-DRILLING MAY BE REQUIRED. ANY MEMBERS WITH SPLITS AT THE CONNECTIONS SHALL BE REMOVED & REPLACED AT NO COST TO THE OWNER. FASTENERS SHALL NOT BE OVER-DRILLED.
 5. U.N.O. THE NUMBER AND SIZE OF FASTENERS SHALL NOT BE LESS THAN THAT SET FORTH IN INTERNATIONAL BUILDING CODE (2006) TABLE 2304.9.1 OR PER MFR'S MAXIMUM RECOMMENDATIONS, WHICHEVER IS GREATER.
 6. CONNECTION FINISHES:
 - A. BOLTS, WASHERS, NUTS: ASTM A153, CLASS C
 - B. FASTENERS: ASTM A153, CLASS D (OR BETTER)
 - C. HANGERS, CONNECTORS, TIES: ASTM A153, CLASS D (OR BETTER)
 7. WHERE INDICATED, SDWS WOOD SCREWS BY SIMPSON STRONG-TIE, INC., OR USP (OR EQUIV.) SHALL BE INSTALLED PER MFR'S RECOMMENDATIONS.

- STRUCTURAL STEEL NOTES:**
1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS:
 - A. BOLTS = A307 (OR BETTER)
 - B. ALL OTHERS = A36 (ALTERNATE A572, GR. 50).
 2. ALL STL SHALL BE H.D.G. (ASTM A153, CLASS C OR BETTER)



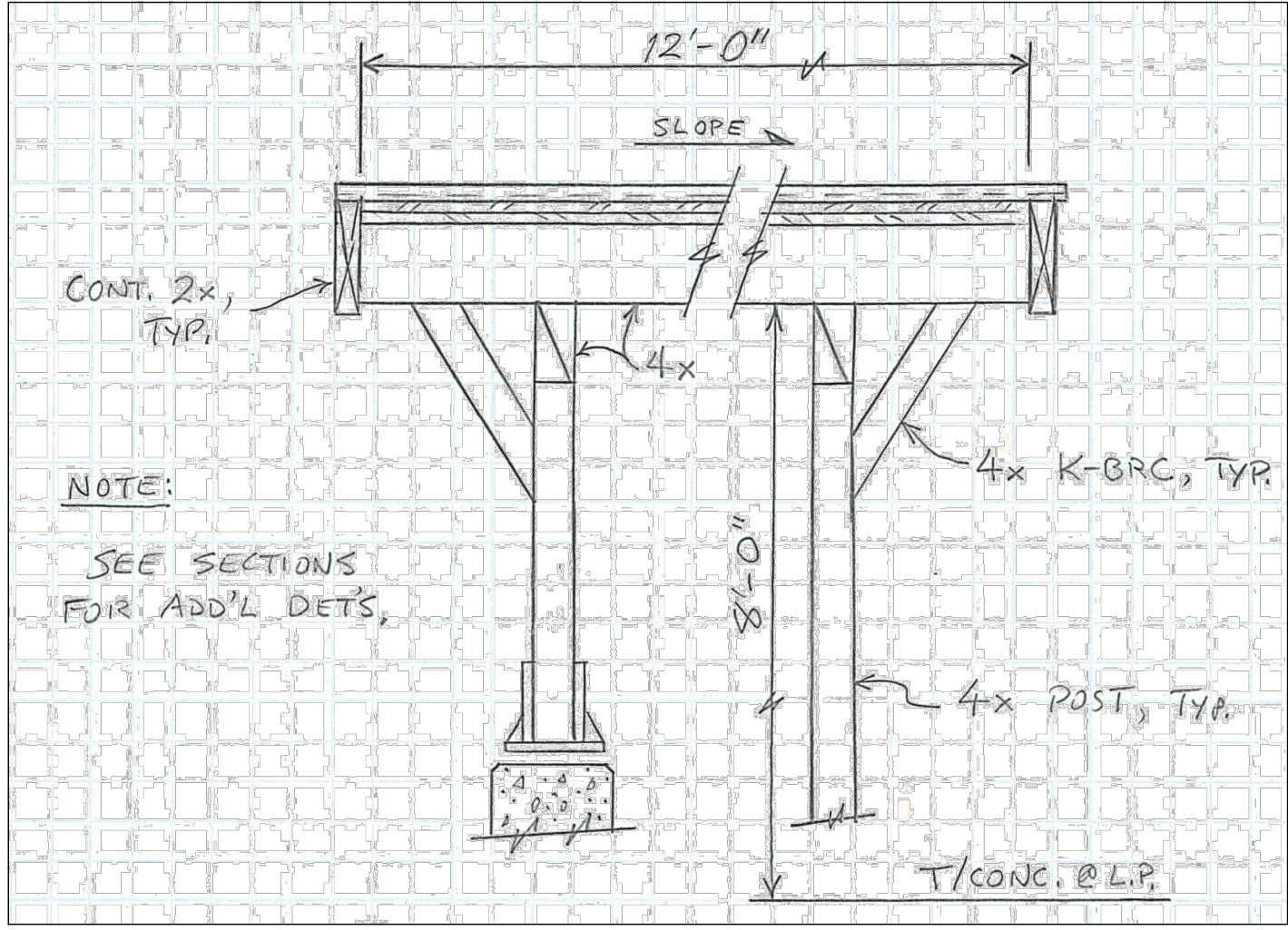
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PATHWAY IMPROVEMENTS FROM
TRAIN DEPOT TO CHAIN PARK
PROJECT NO. STP 8771-00(002)LPA10694-701000

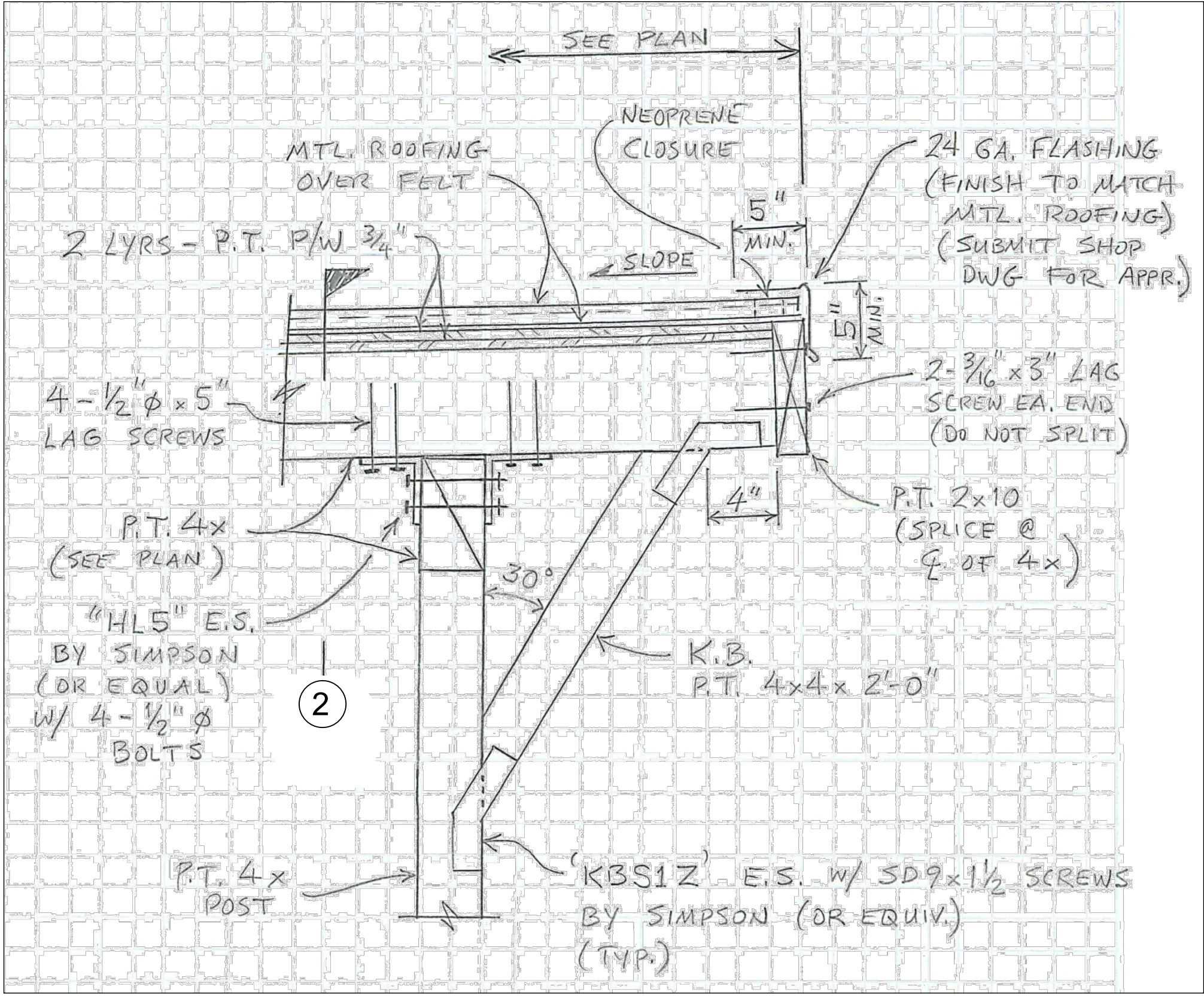
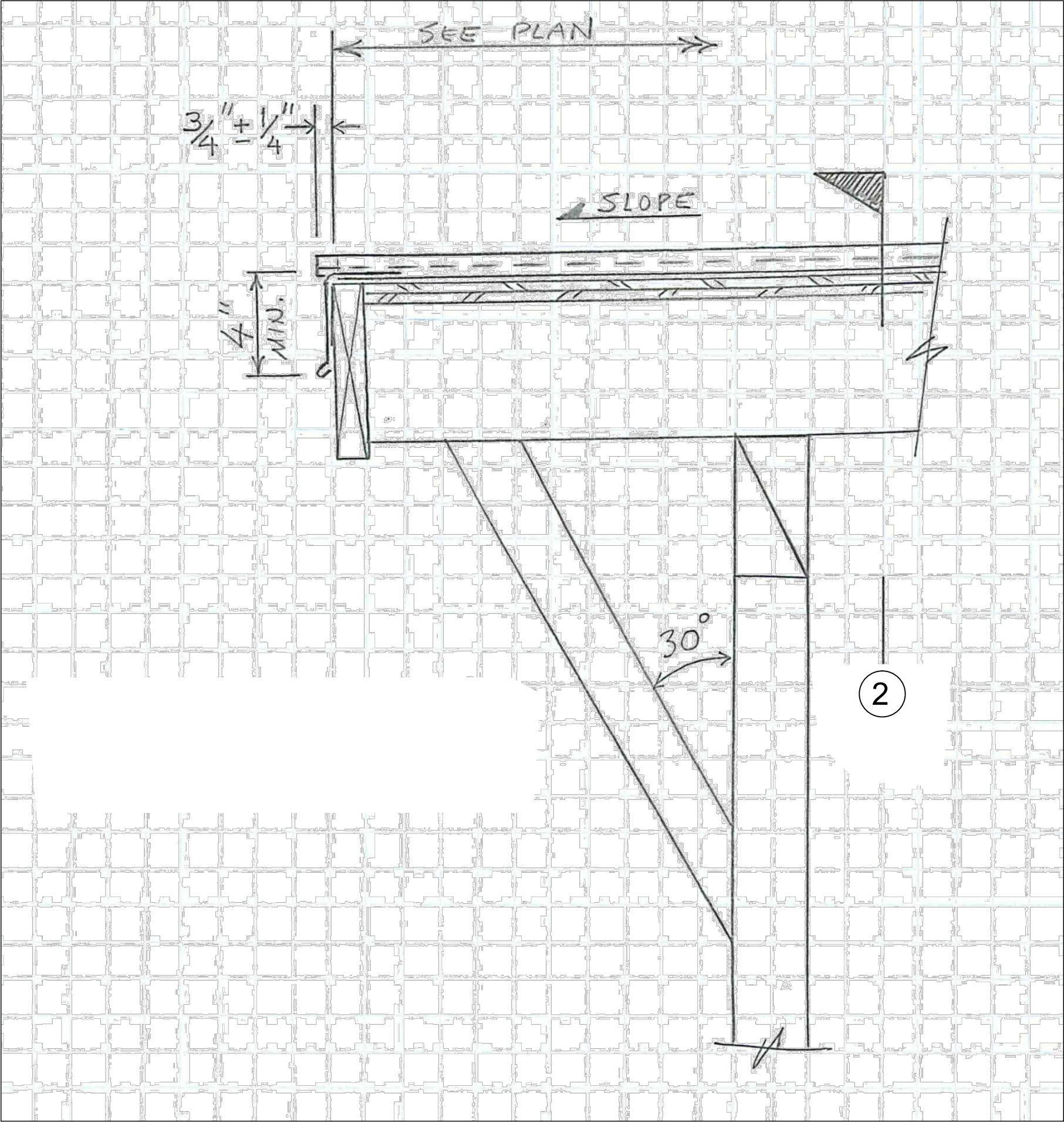
CITY OF HATTIESBURG
FORREST COUNTY, MS



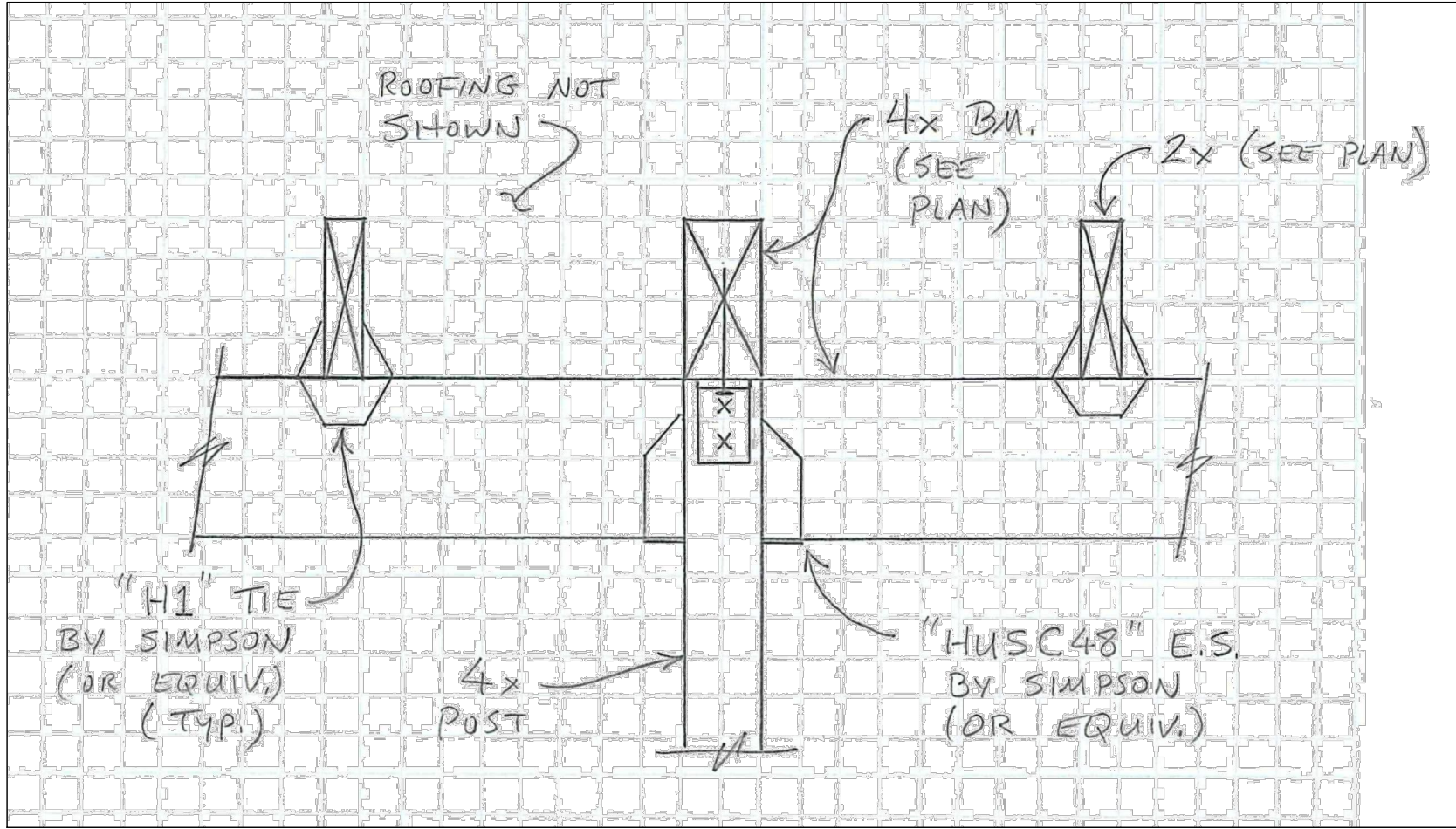
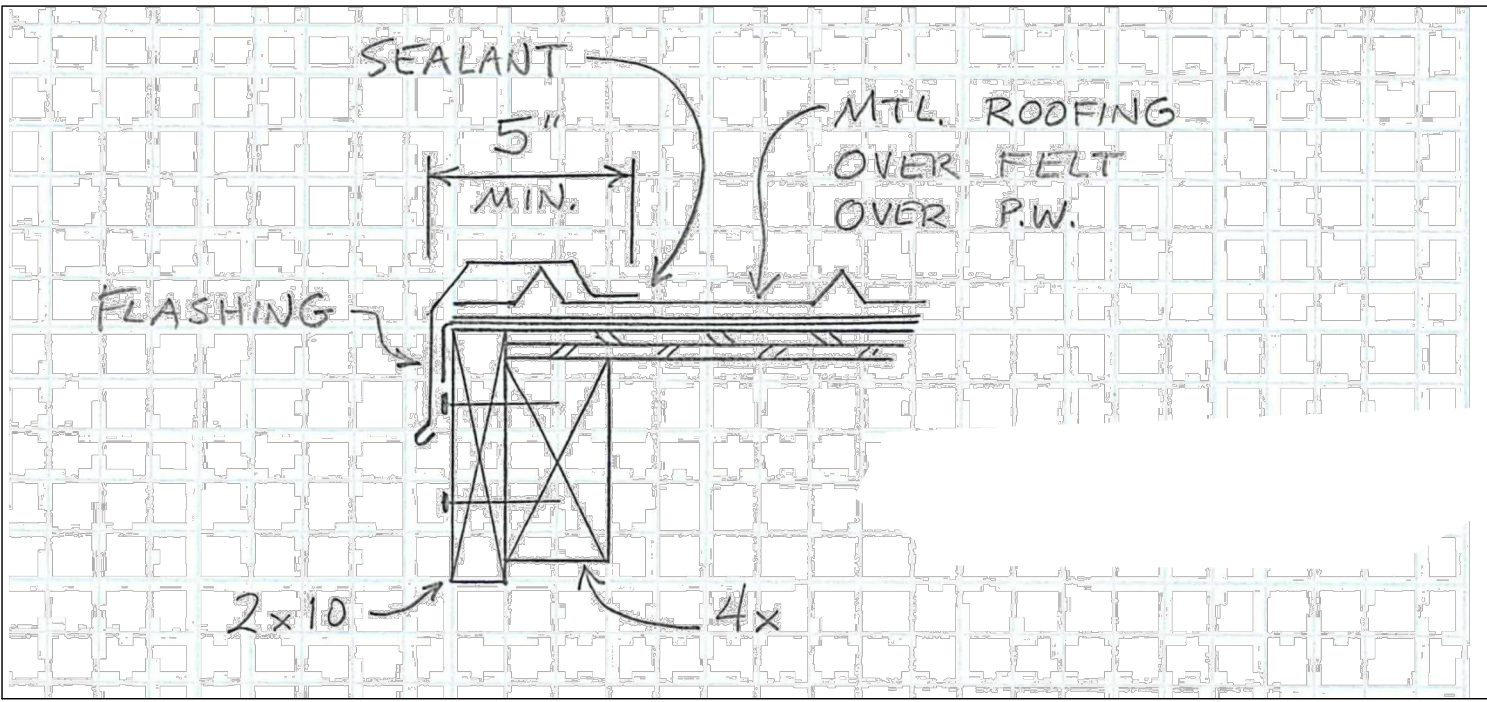
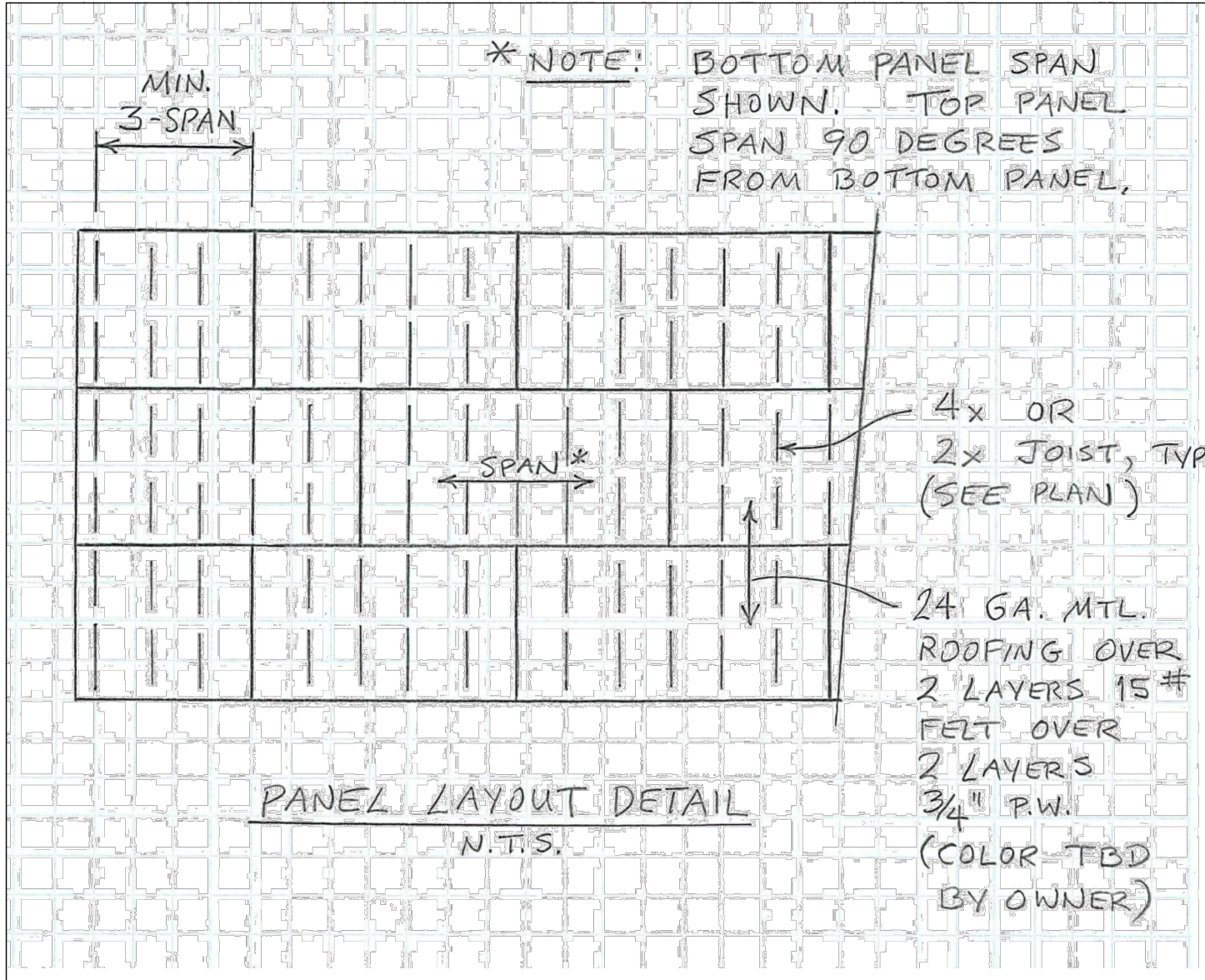
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DET-4	24



AWNING DETAIL

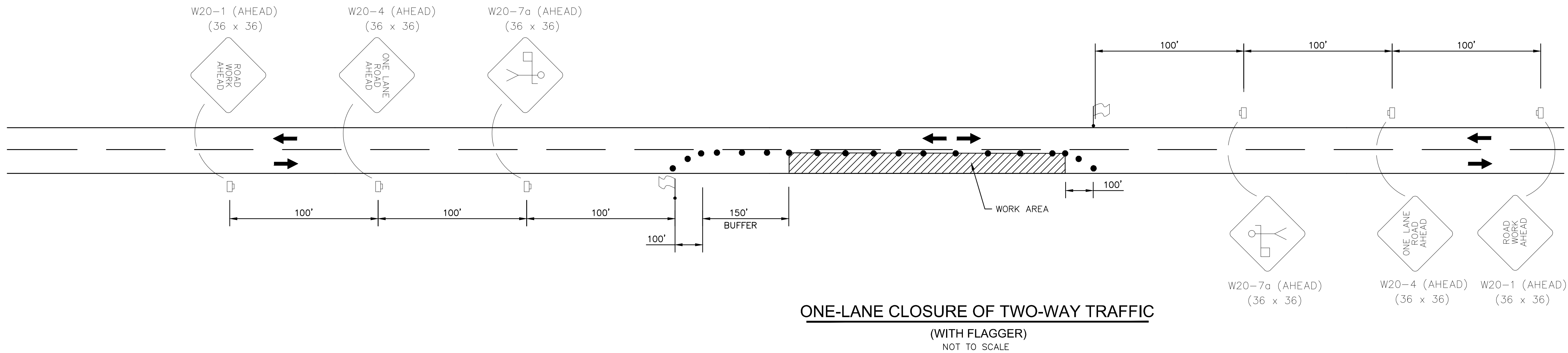


SECTION 1

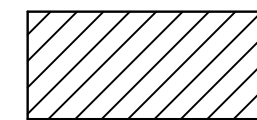


SECTION 2

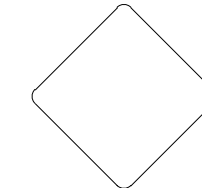
NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK PROJECT NO. STP 8771-00(002)LPA10694-701000 CITY OF HATTIESBURG FORREST COUNTY, MS		MISCELLANEOUS DETAILS	
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SYMBOLS



WORK AREA



TRAFFIC CONTROL SIGN



WORK ZONE SIGN



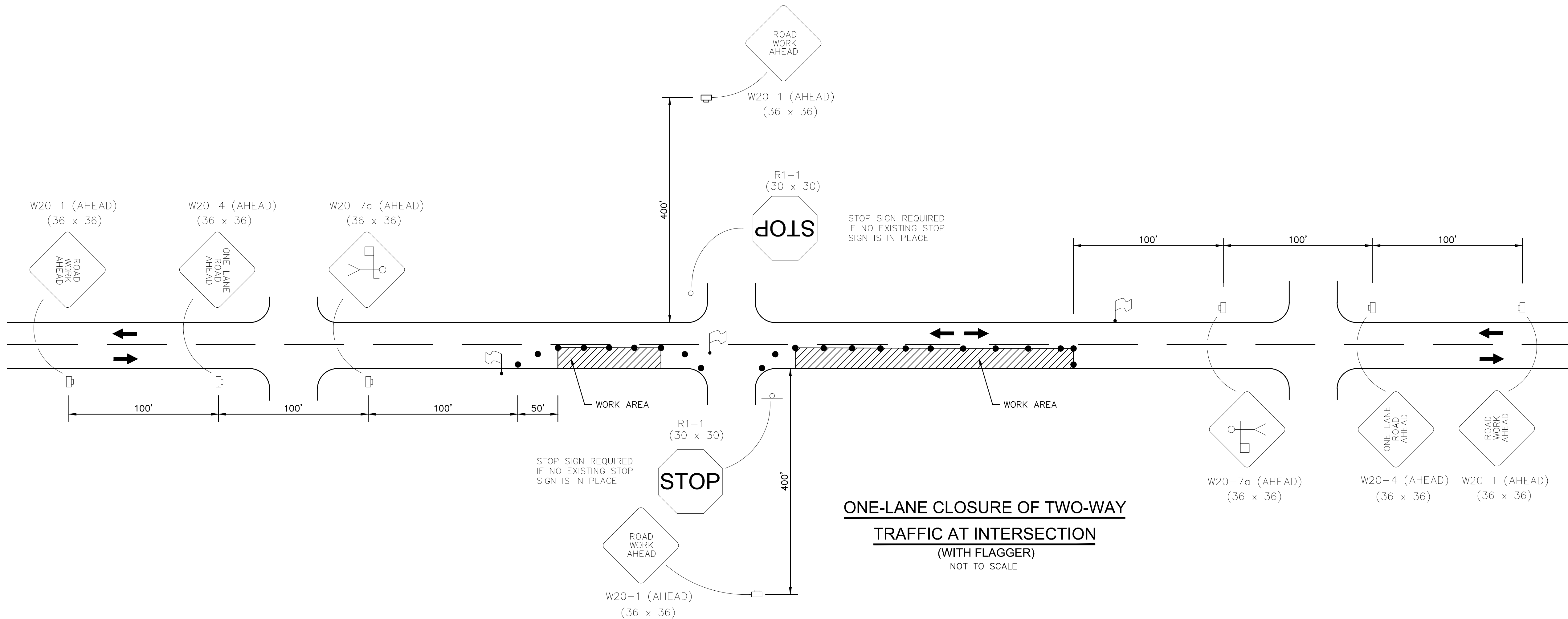
STOP SIGN



TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM



LOCATION OF FLAGGER



GENERAL NOTES:

- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
- WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
- ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
- FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
- CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
- DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
- SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
- WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
- WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
- ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
- ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
- DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

NOTICE TO DRAWING HOLDER

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PATHWAY IMPROVEMENTS FROM
TRAIN DEPOT TO CHAIN PARK
PROJECT NO. STP 8771-00(002)LPA10694-701000

CITY OF HATTIESBURG
FORREST COUNTY, MS



TRAFFIC CONTROL PLAN

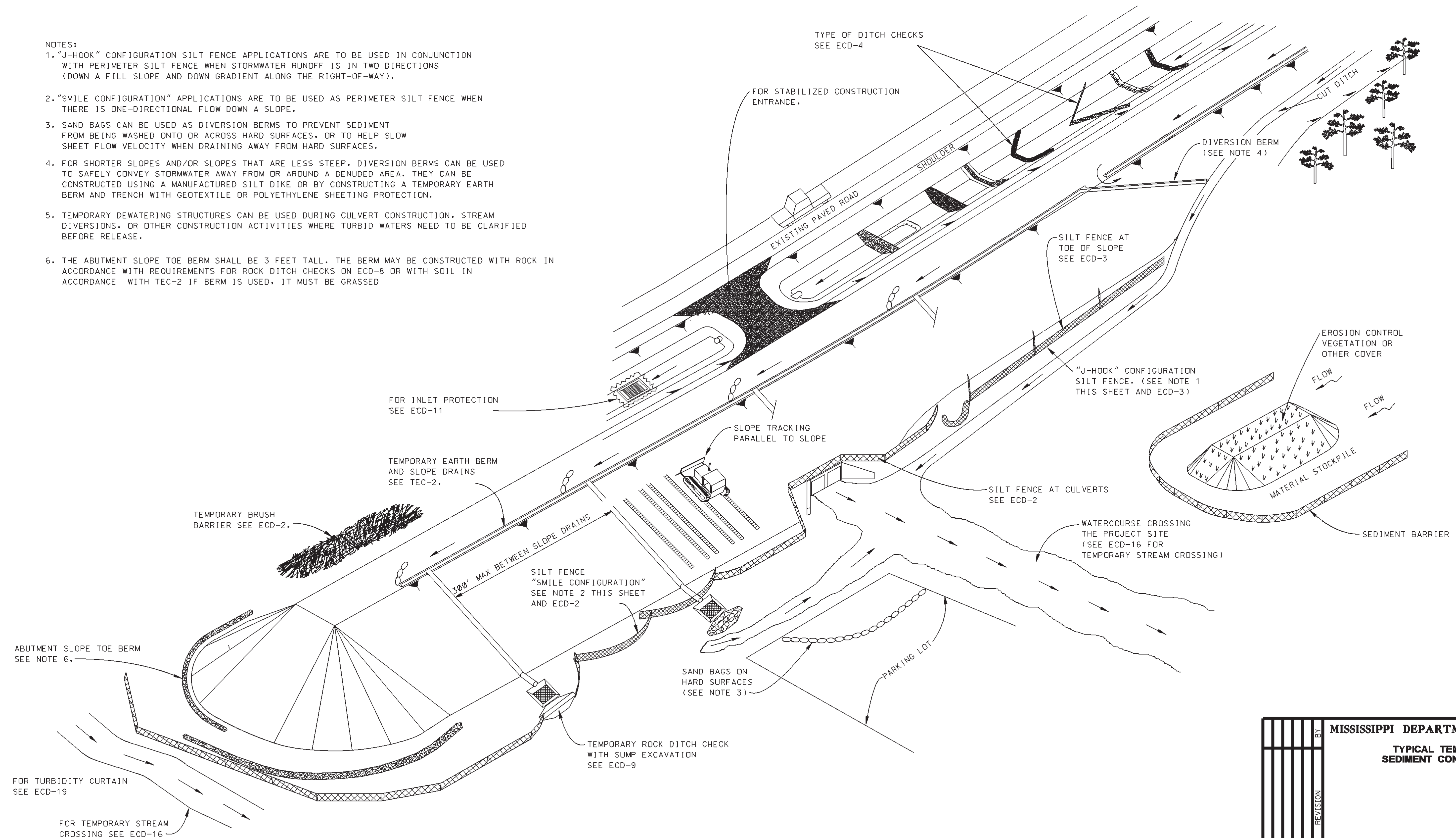
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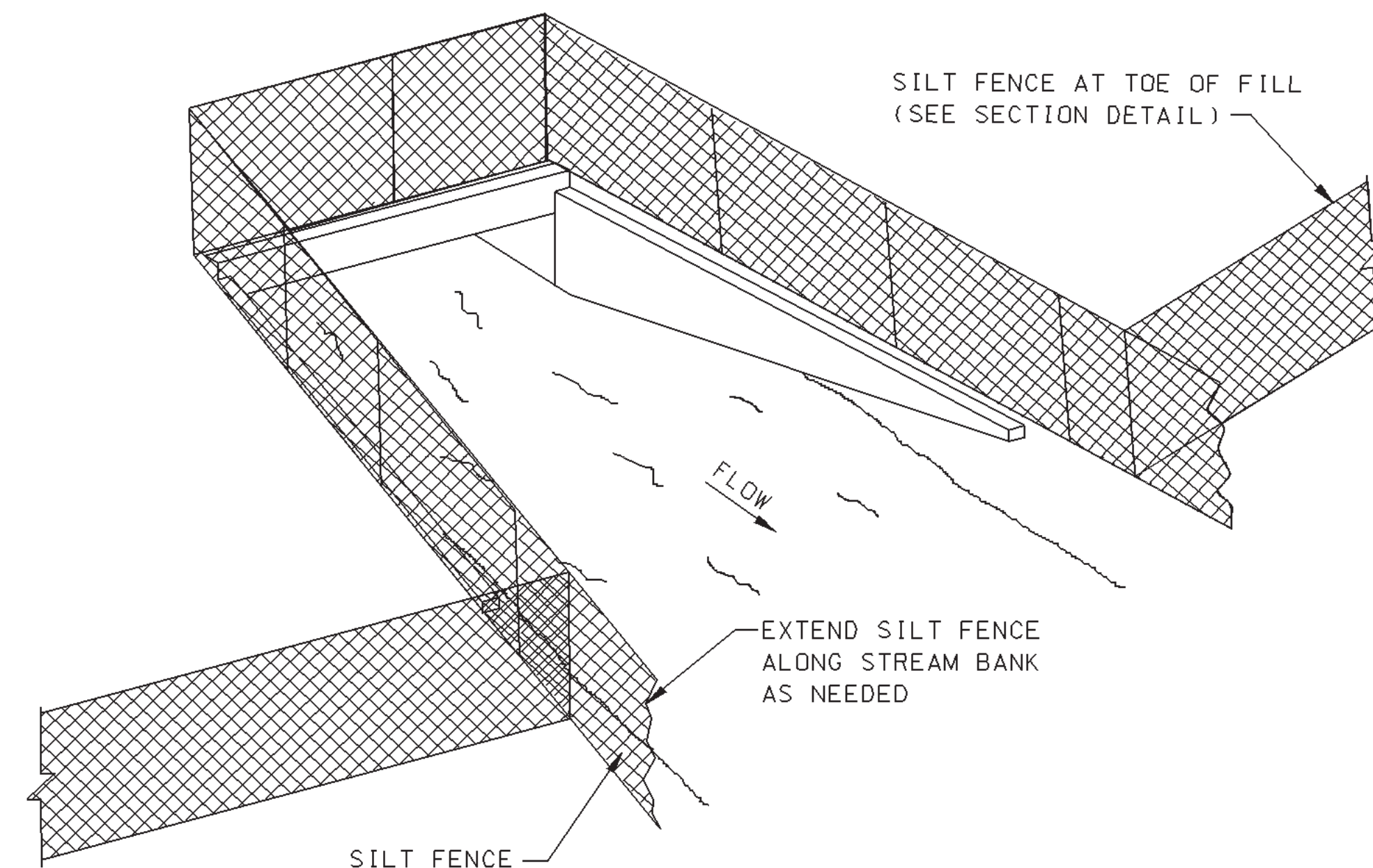
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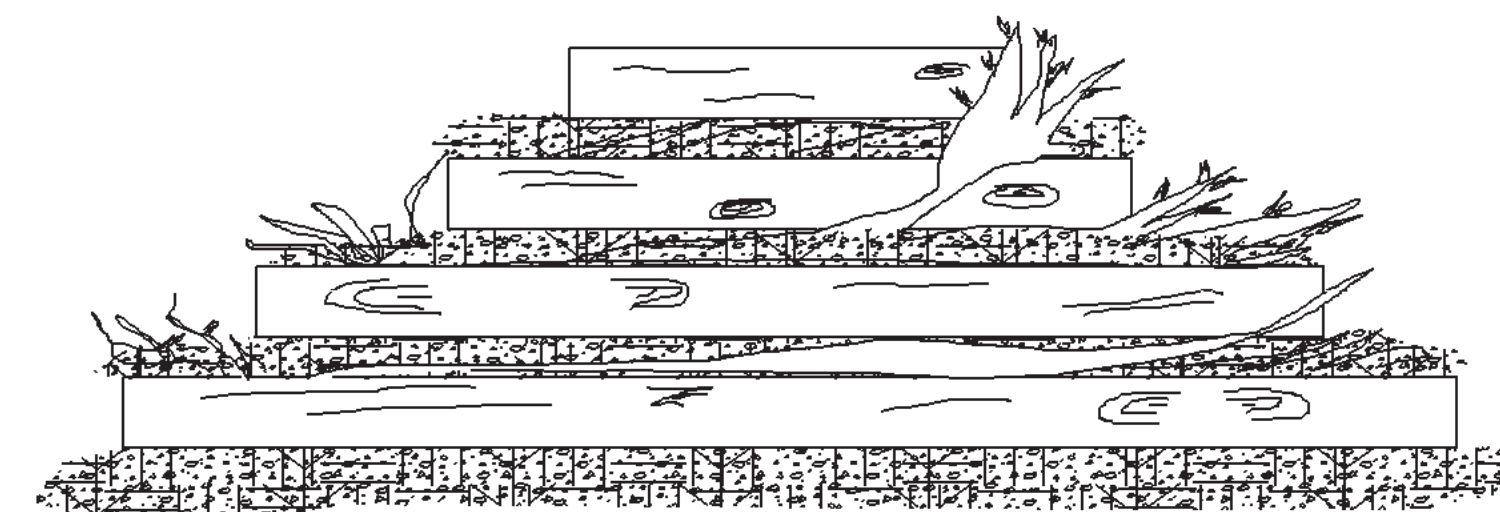
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



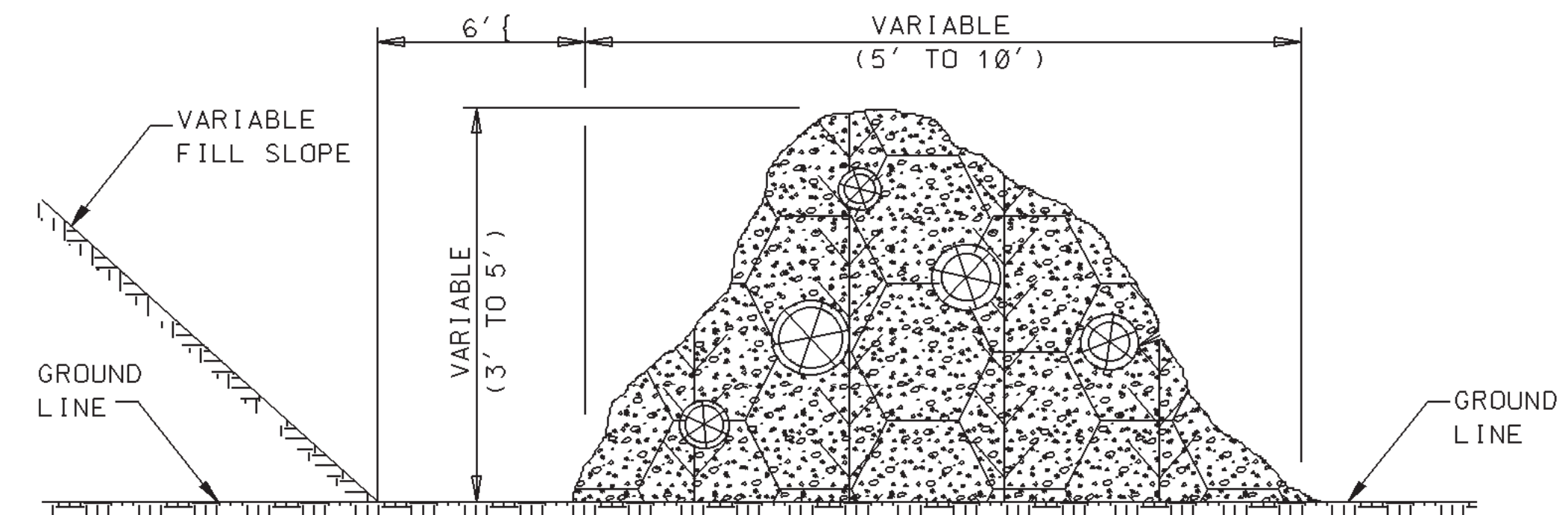
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 27
DATE	DESIGN TEAM
REVISION	CHECKED
BY	DATE
FILENAME: EROSION CONTROL\ECD-1.DGN	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

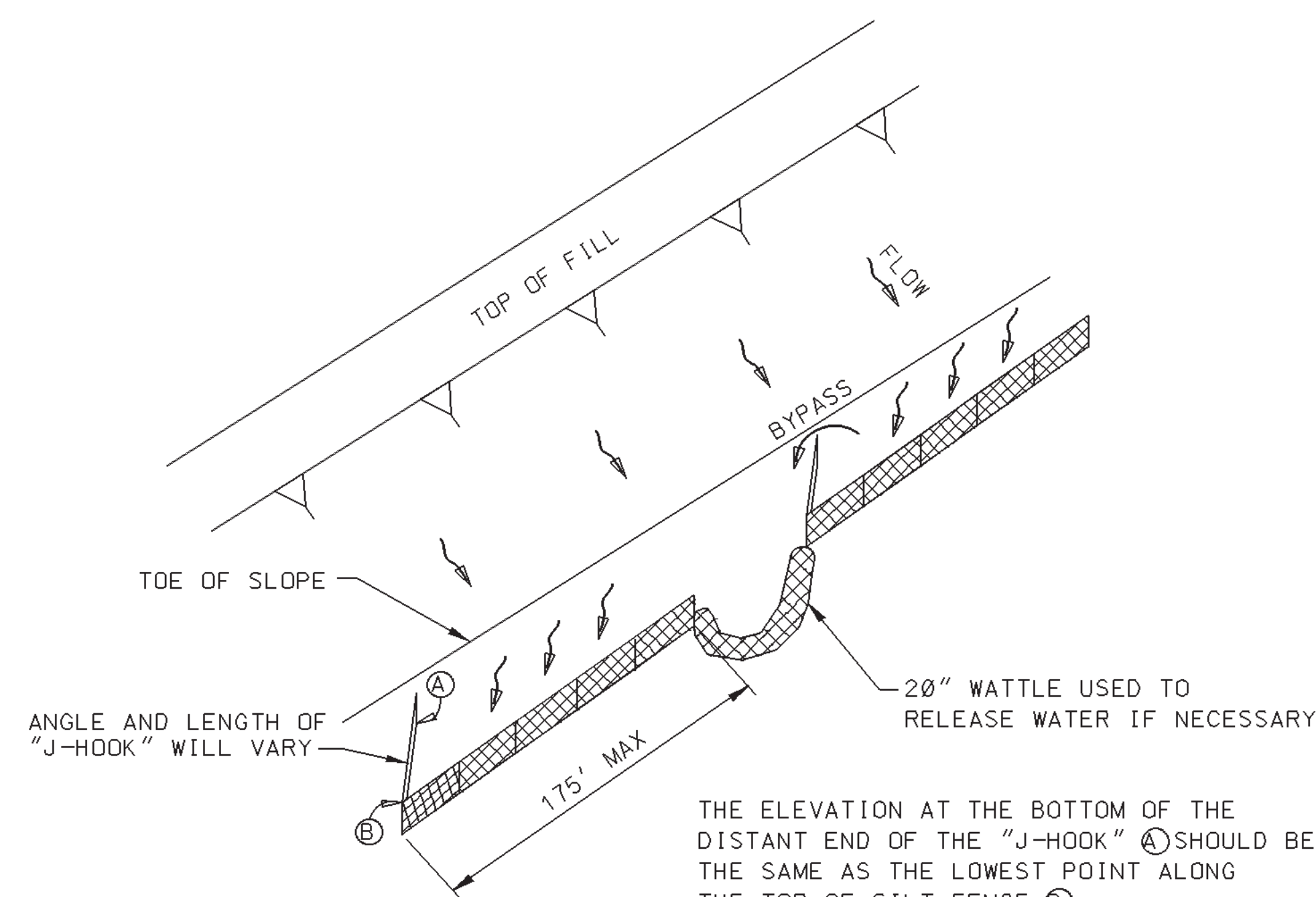
TEMPORARY BRUSH BARRIER

NOTES:

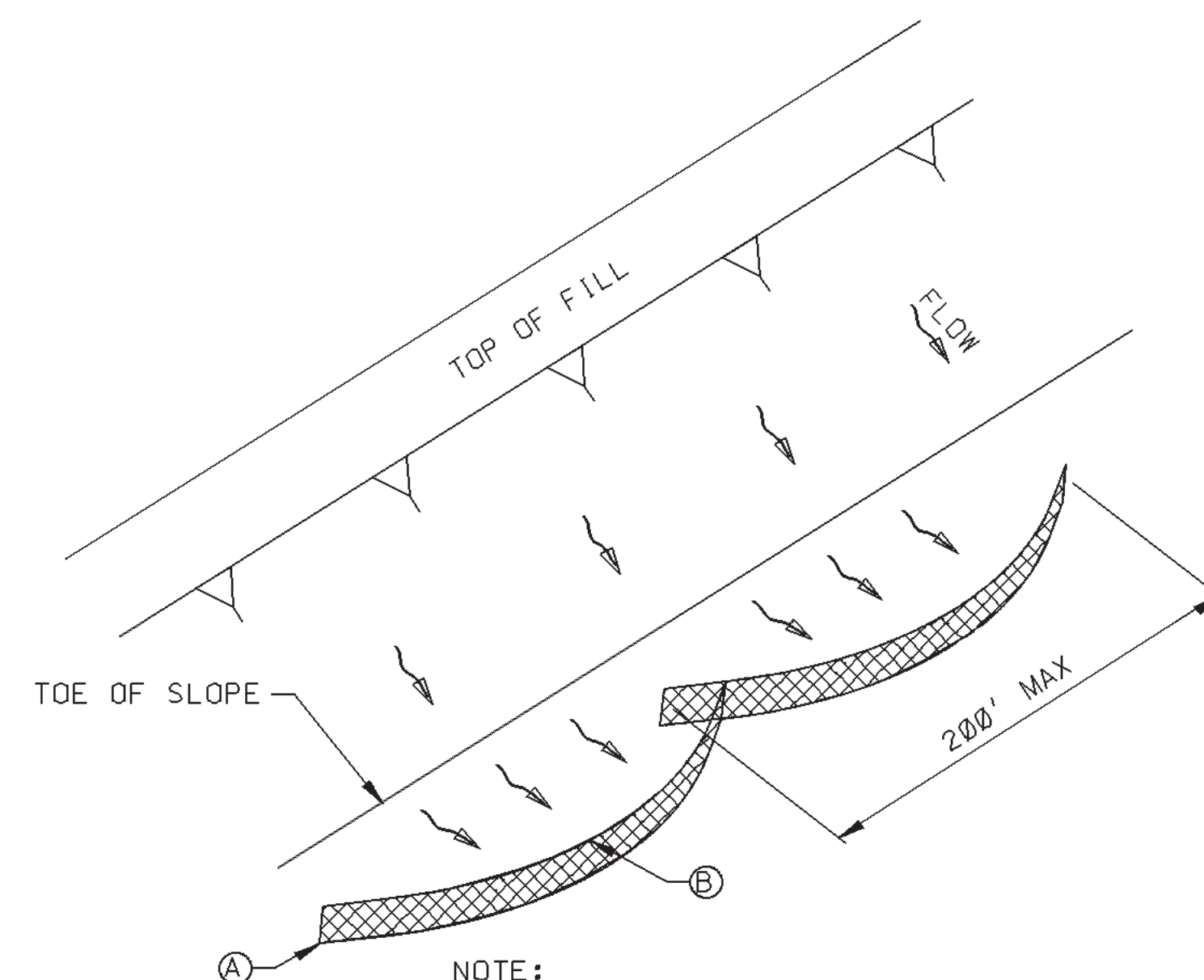
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:

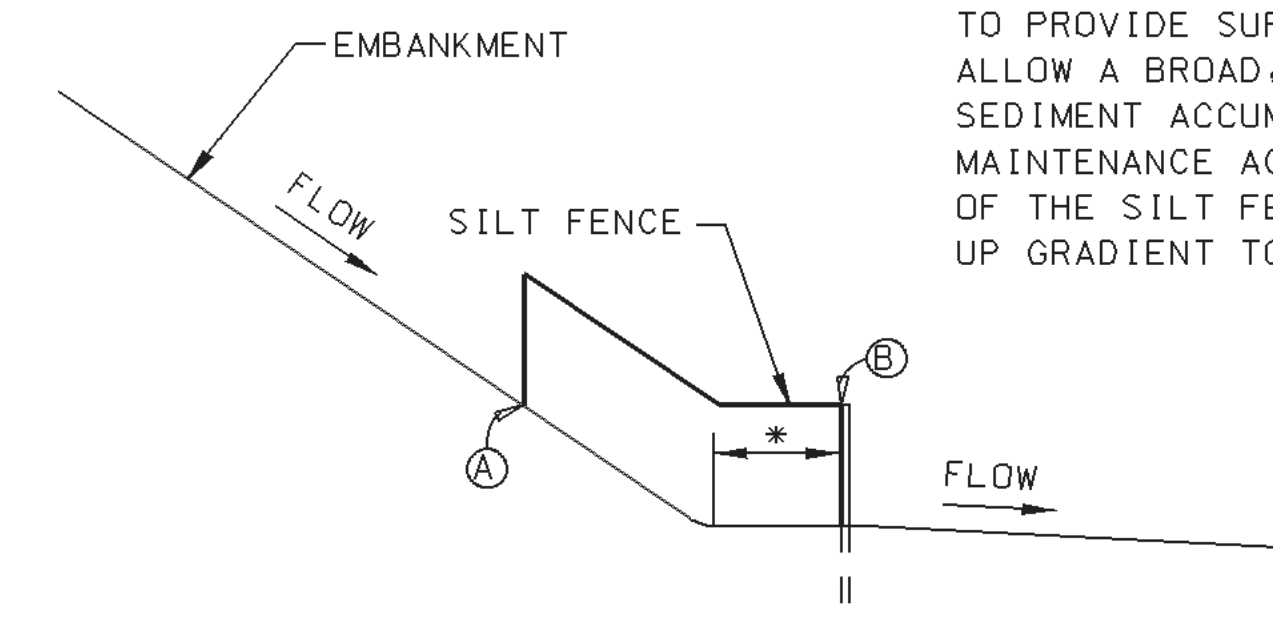
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



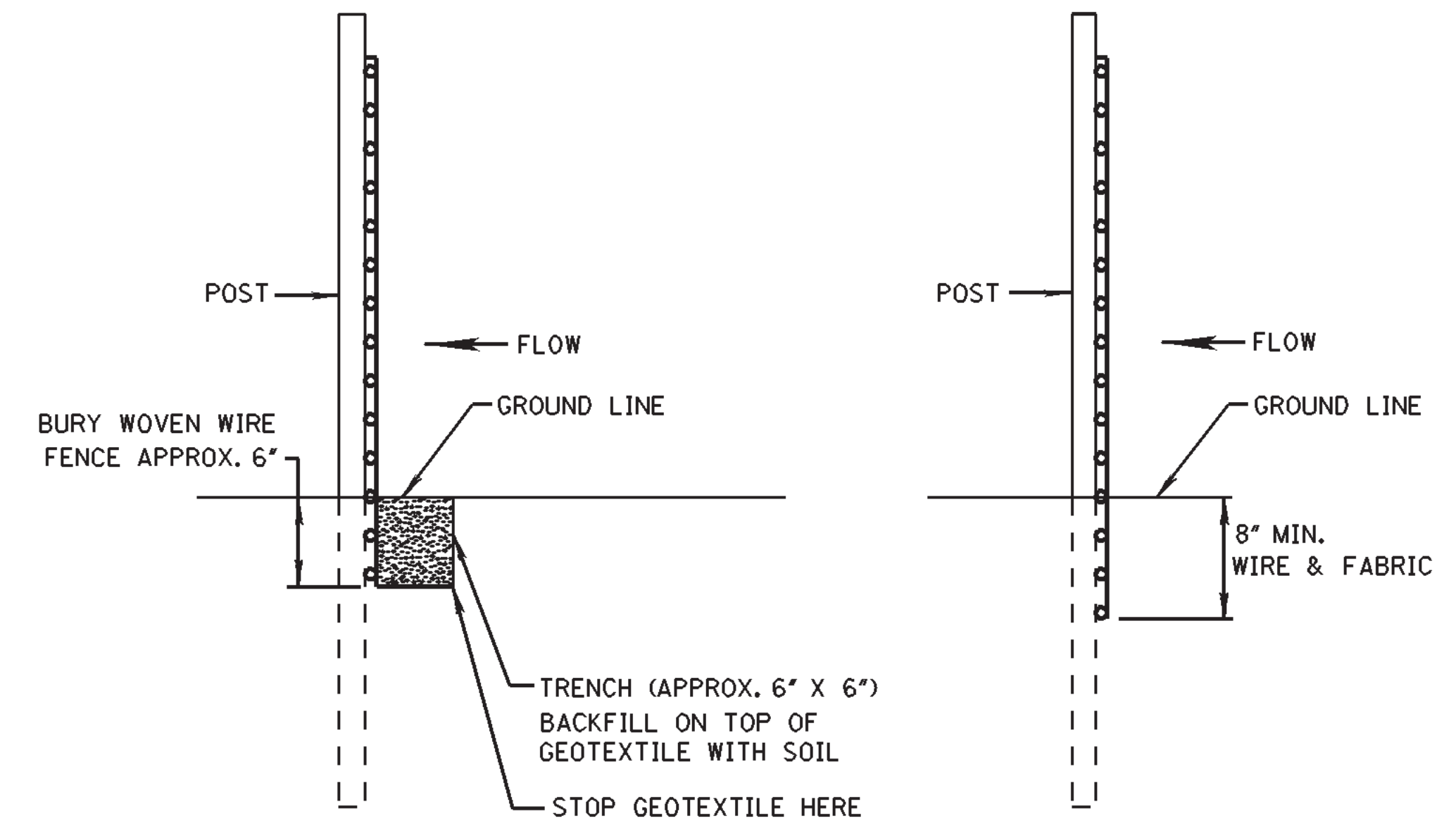
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE		WORKING NUMBER	
DESIGN TEAM		ECD-2	
CHECKED		SHEET NUMBER	
DATE		28	

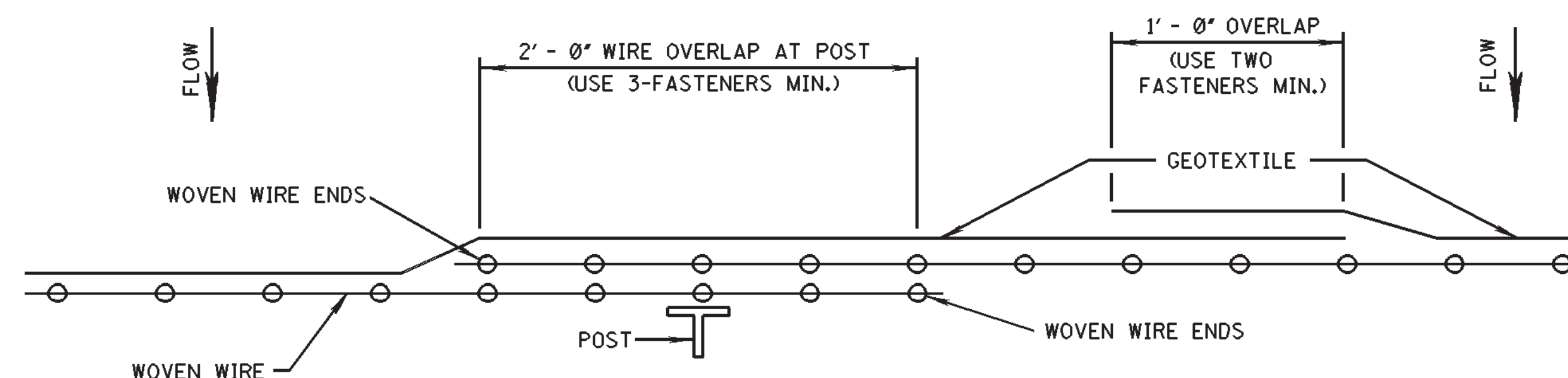


METHOD II

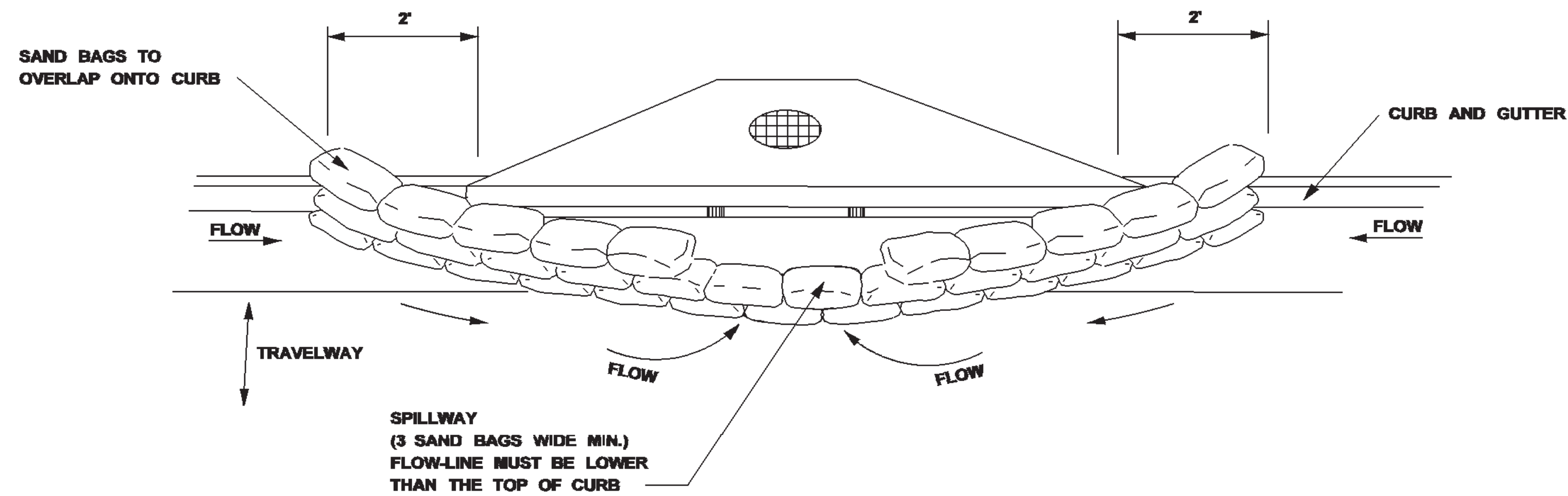
MECHANICAL INSTALLATION

PLAN VIEW

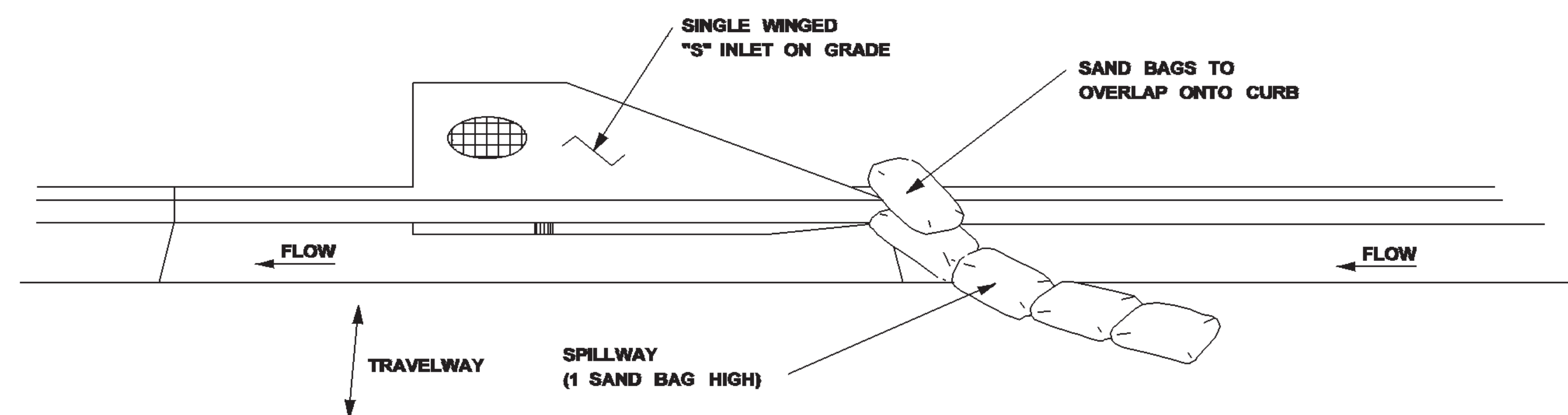
REQUIRED LAPPING



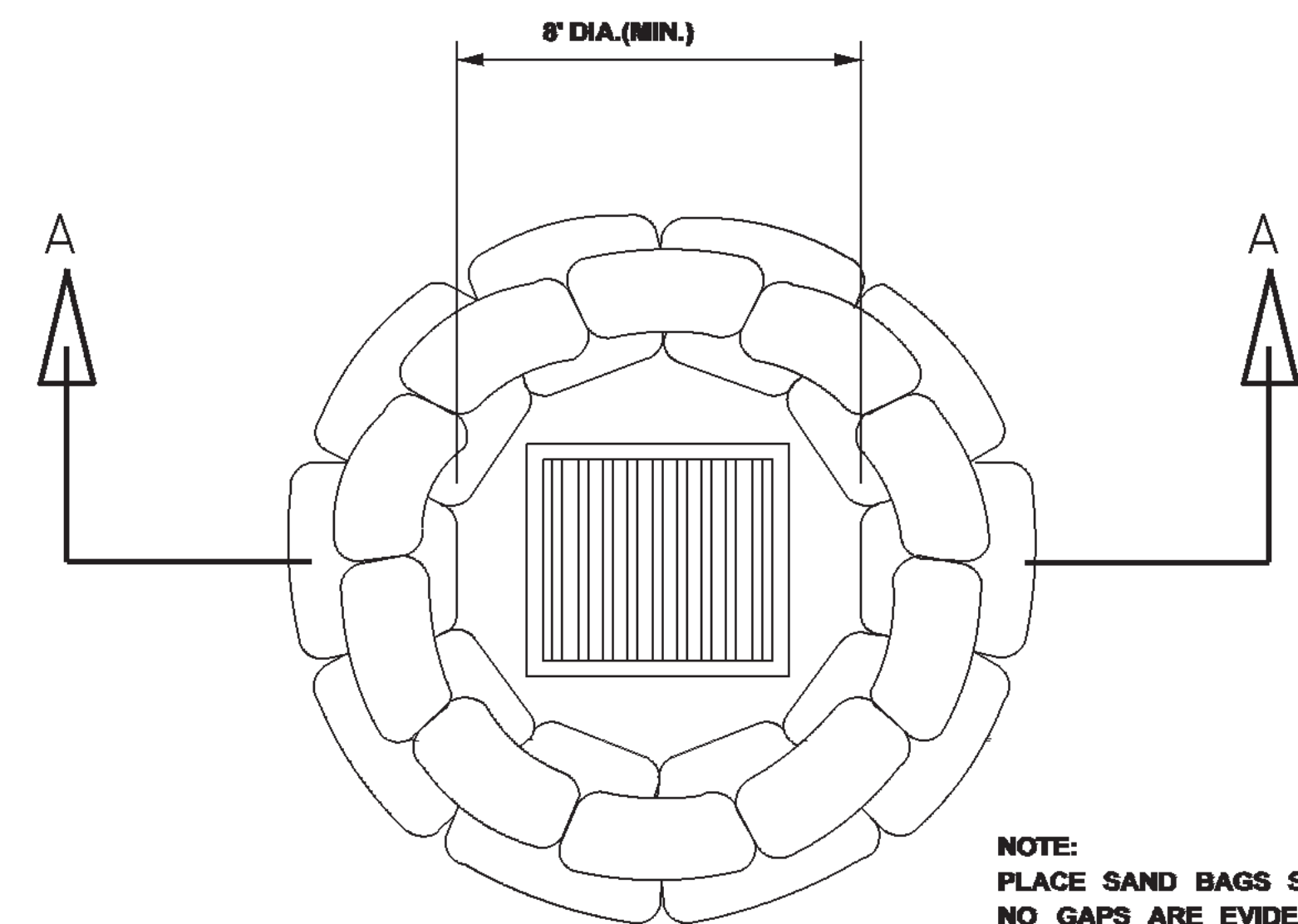
- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG

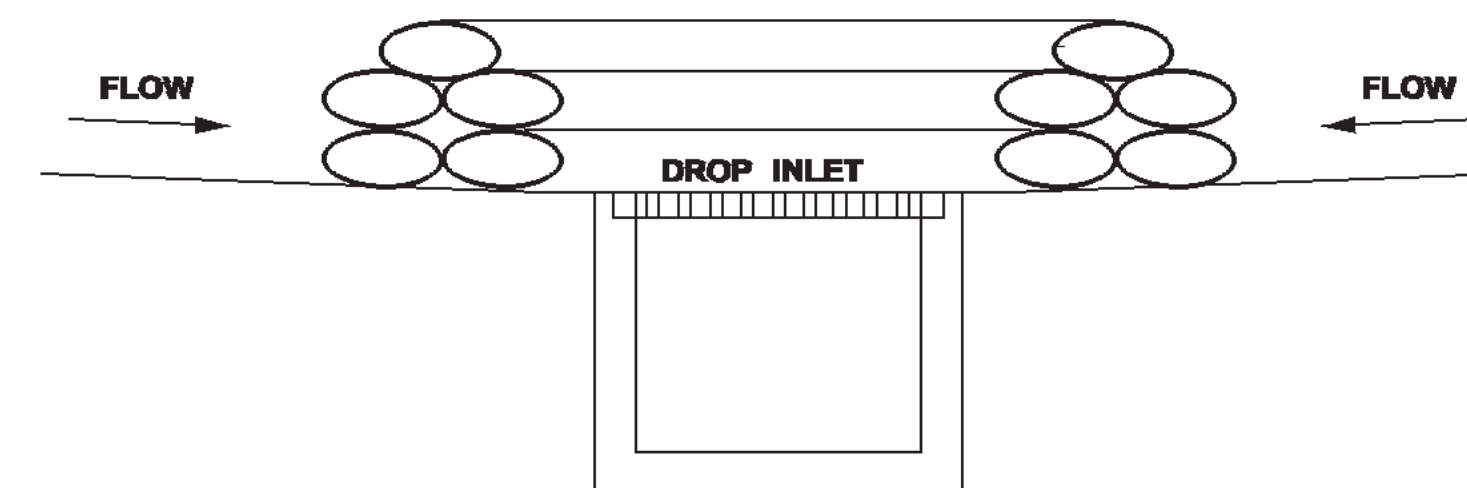


TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE

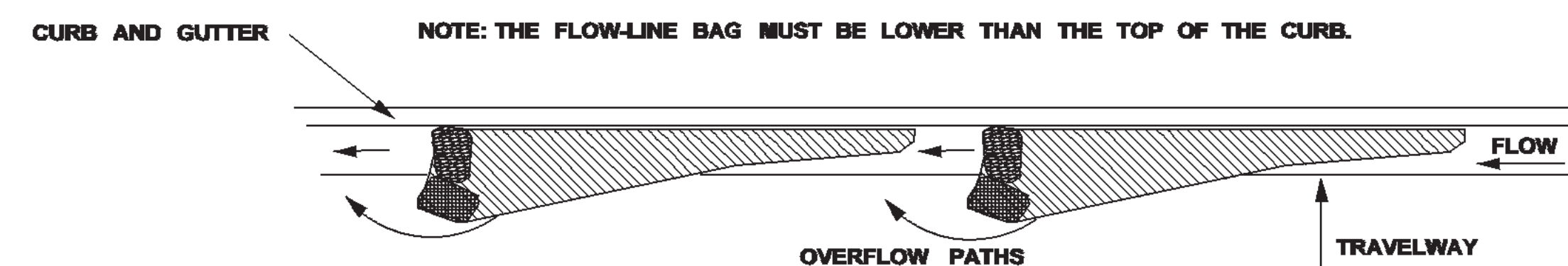


DROP INLET
PLAN VIEW

NOTE:
PLACE SAND BAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)



SECTION A-A
SAND BAG BARRIER

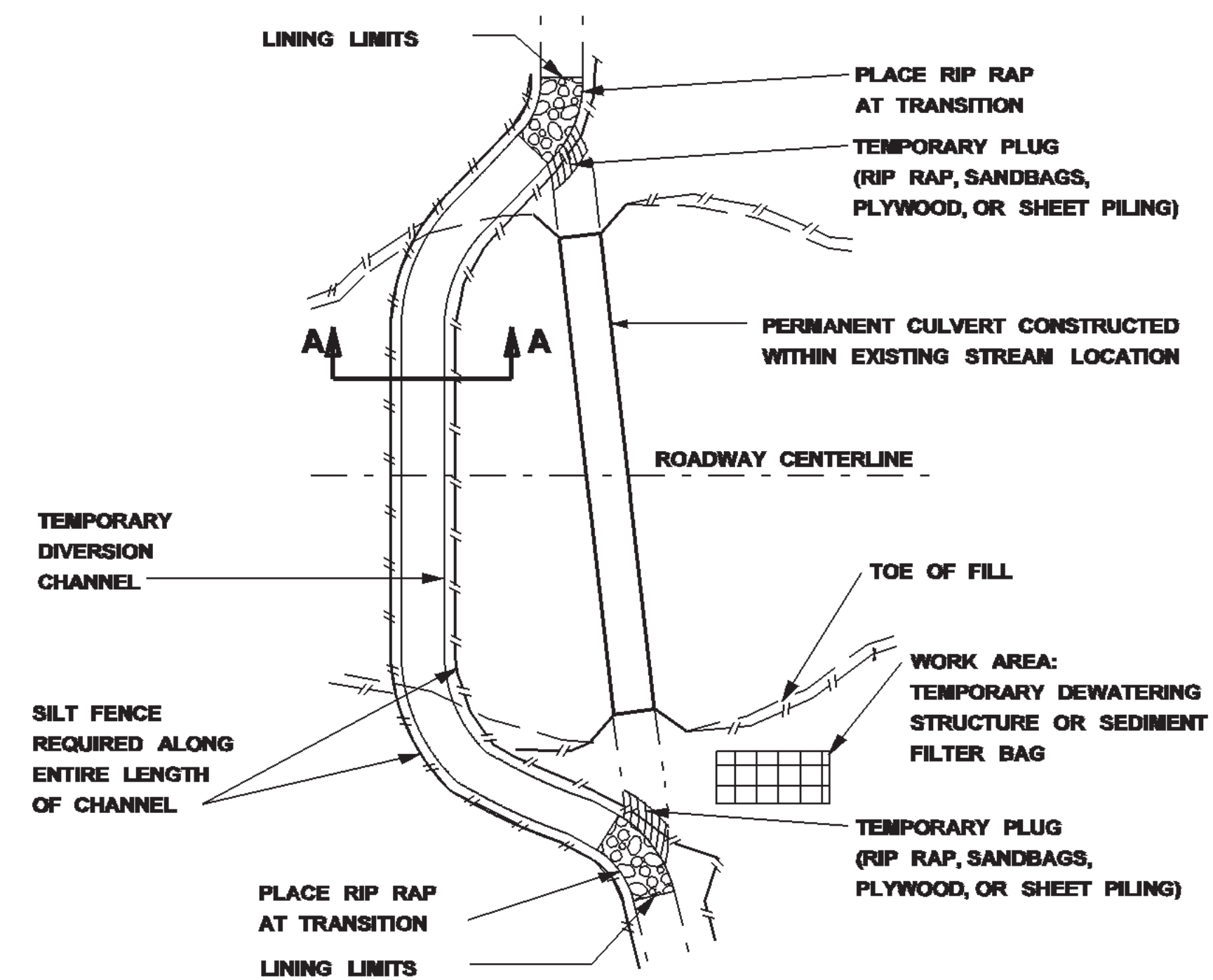


CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

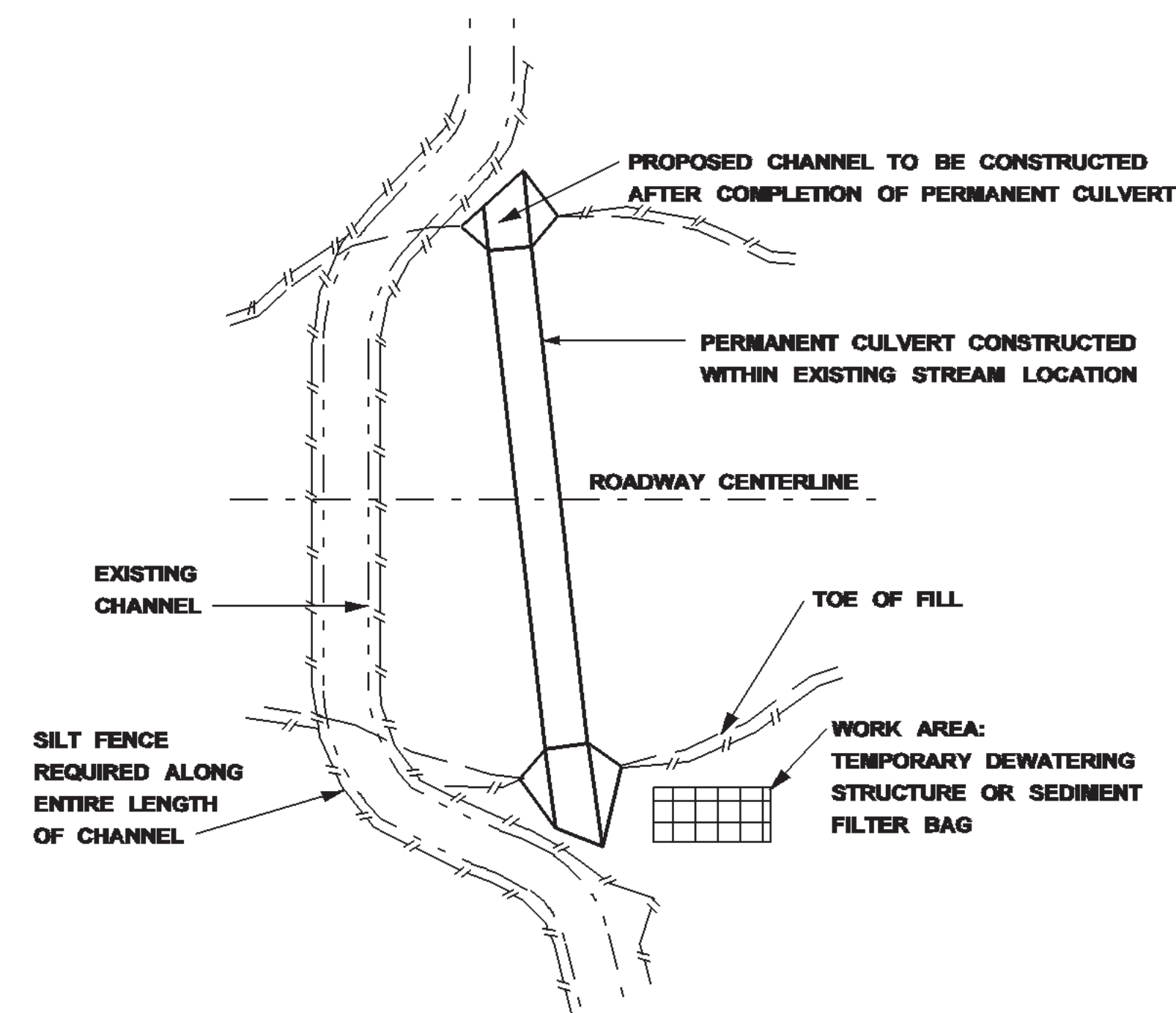
CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		INLET PROTECTION DETAILS OF SAND BAG	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL/ECD-14.DGN	WORKING NUMBER ECD-14
	CHECKED	DATE	SHEET NUMBER 30

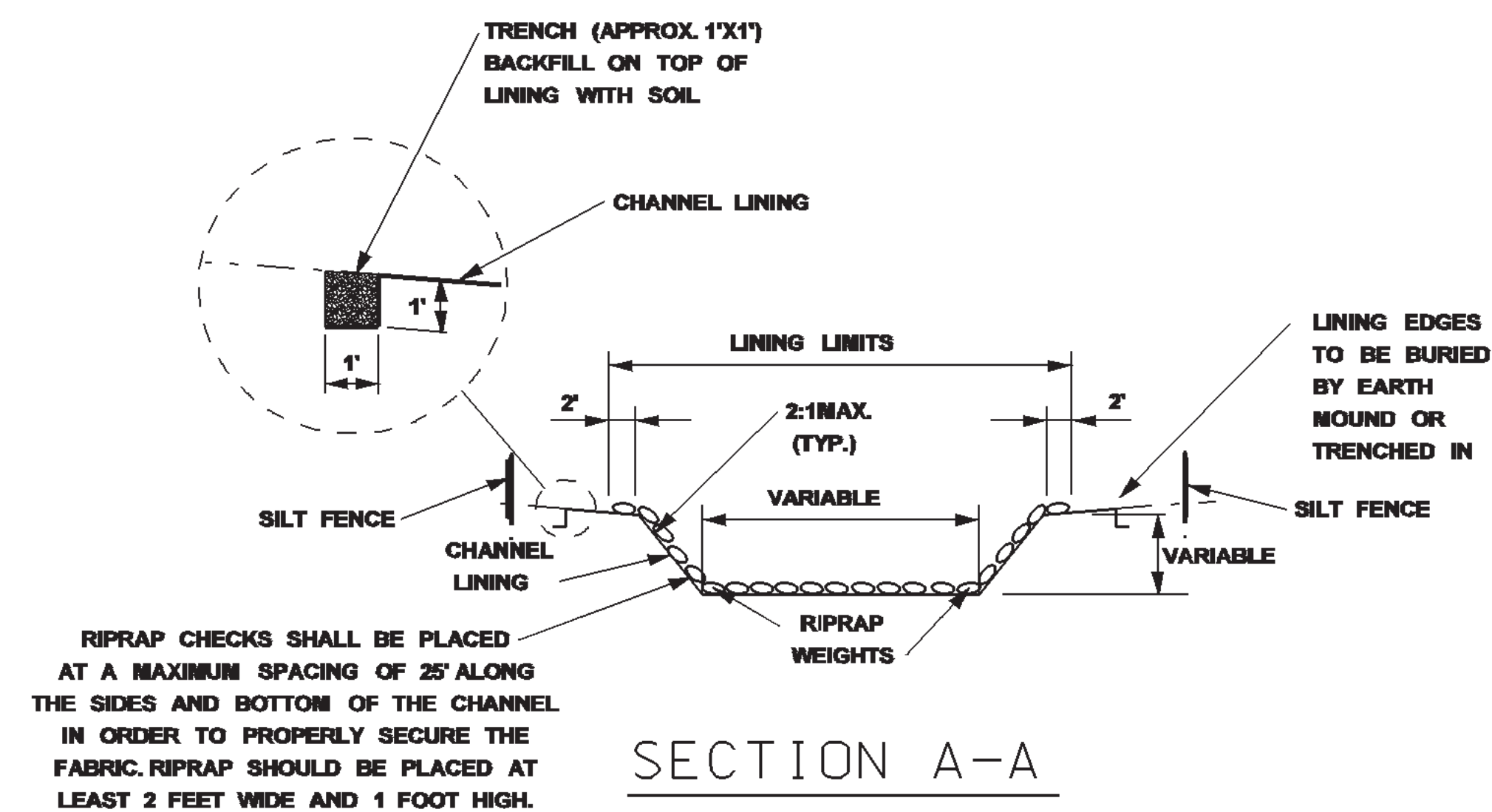


CULVERT CONSTRUCTED
WITHIN EXISTING STREAM

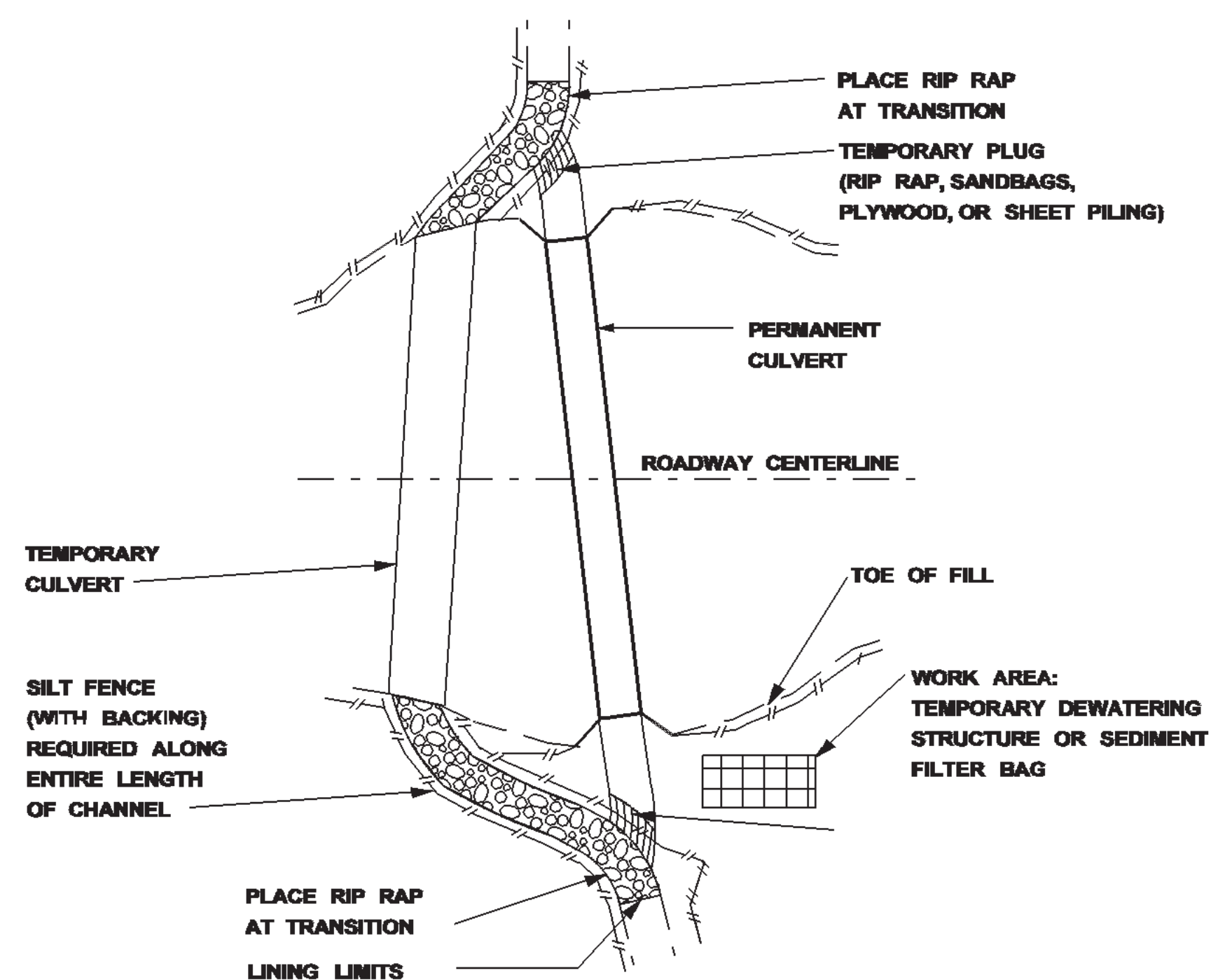


CULVERT CONSTRUCTED
OUTSIDE EXISTING STREAM

- NOTES:
1. TEMPORARY DIVERSION CHANNELS MAY BE USED TO DIVERT NORMAL STREAM PATH FLOW FROM AN ERODIBLE AREA UNTIL SUCH AREAS CAN BE STABILIZED.
 2. TYPE III FILTER FABRIC OR PRE-FAB DITCH LINER MAY BE USED FOR CHANNEL LINING.
 3. RIP-RAP WITH FILTER FABRIC MAY BE USED FOR CHANNEL FLOW VELOCITIES OF 3.0 FPS TO 9.0 FPS. THE RIP-RAP SHALL BE SIZED 300 LB
 4. LOCATIONS OR TYPES OF TEMPORARY DIVERSION WILL NOT BE SHOWN ON THE PLANS
 5. DIVERSION CHANNEL SHALL BE STABILIZED AND INSPECTED BY THE ENGINEER BEFORE FLOW IS DIVERTED.
 6. DURING CONSTRUCTION OF DIVERSION CHANNEL, DAMAGE TO THE EXISTING STREAM, CANOPY REMOVAL, AND DEPTH OF THE CHANNEL CONSTRUCTION SHALL BE MINIMIZED.
 7. CONSTRUCTION OF THE CHANNEL RELOCATIONS AND CULVERTS SHALL PROCEED AS FOLLOWS:
 - 7.1. CONSTRUCT A MEANDERING TEMPORARY CHANNEL CHANGE ADJACENT TO THE PROPOSED CULVERT TO DIVERT WATER TEMPORARILY DURING THE CULVERT CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
 - 7.2. RELOCATE CHANNEL AND CONSTRUCT CULVERT SIMULTANEOUSLY.
 - 7.3. SOD AND/OR RIP-RAP RECONSTRUCTED BANKS AT TRANSITIONS. THE UPPER CHANNEL PLUG IS TO REMAIN IN PLACE UNTIL SUBNOTE (11.1) THROUGH (11.4) UNDER THIS HEADING ARE COMPLETED TO INSURE THAT ALL CONSTRUCTION IS IN THE DRY.
 - 7.4. IF AN EARTH PLUG IS NECESSARY AT THE DOWNSTREAM END OF THE CHANNEL IT SHOULD BE REMOVED FIRST, THEN REMOVE THE UPPER PLUG TO RELEASE WATER INTO THE RECONSTRUCTED CHANNEL.
 - 7.5. PLUGS SHOULD REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF THE NEW WATER COURSE IS COMPLETED. REMOVAL OF PLUGS SHOULD ONLY BE PERFORMED FOLLOWING ACCEPTANCE OF ALL STABILIZATION WORK BY THE ENGINEER.
 8. THE DETAILS PROVIDED DEPICT TYPICAL TEMPORARY DIVERSION CHANNELS.
 9. THE CONTRACTOR MAY PROPOSE THE USE OF OTHER DIVERSION OPTIONS SUCH AS PIPING, PUMPING OR STAGED CONSTRUCTION.
 10. THE EFFECTIVE AREA OF FLOW IN THE TEMPORARY CHANNEL OR CULVERT SHALL BE AT LEAST ONE-HALF THAT OF THE EXISTING STRUCTURE.

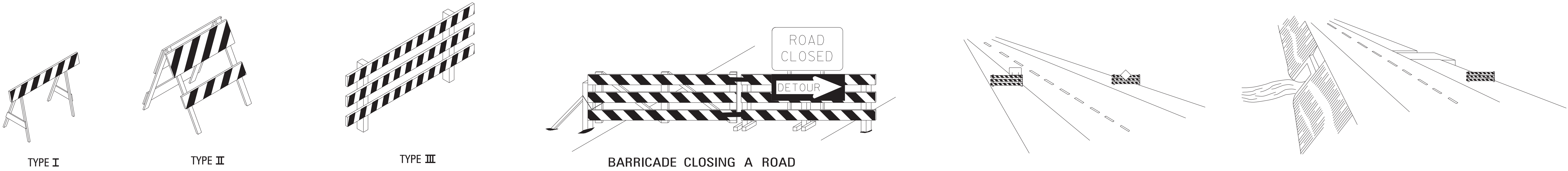


SECTION A-A
TEMPORARY DIVERSION CHANNEL
WITH GEOTEXTILE FABRIC



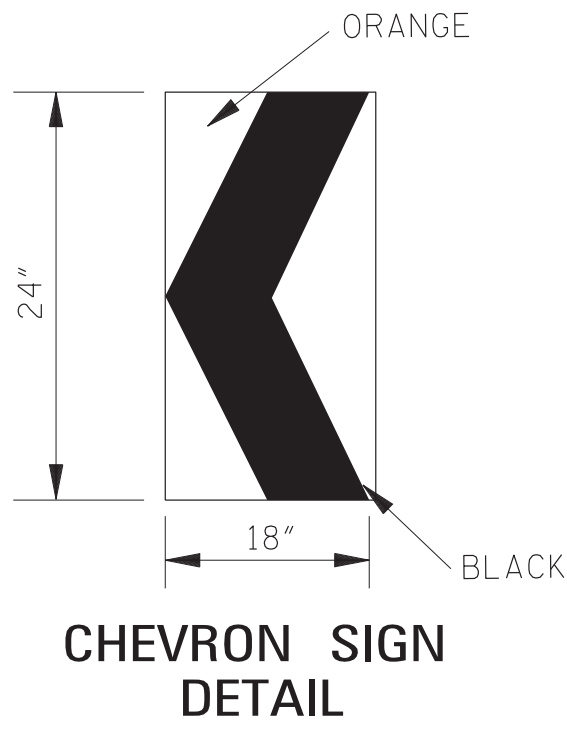
TEMPORARY CULVERT
USED DURING CONSTRUCTION

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STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



CHEVRON SIGN
DETAIL

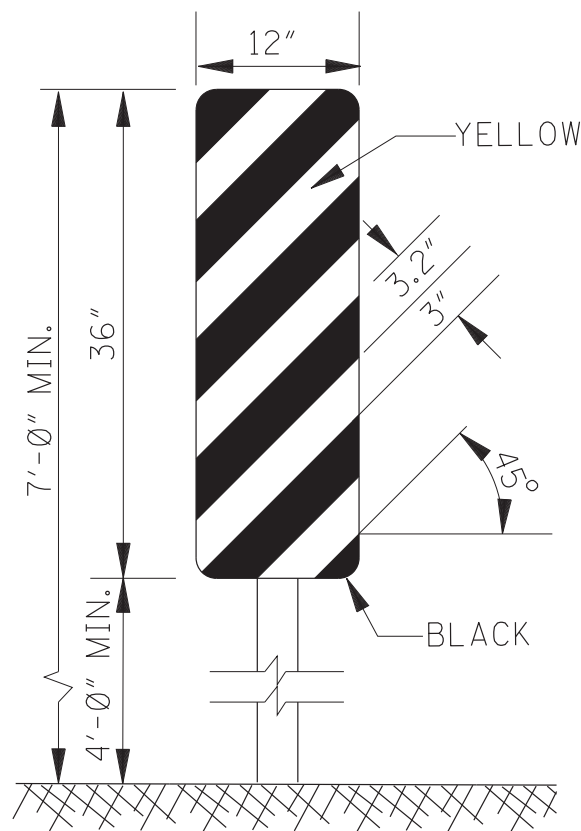
1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

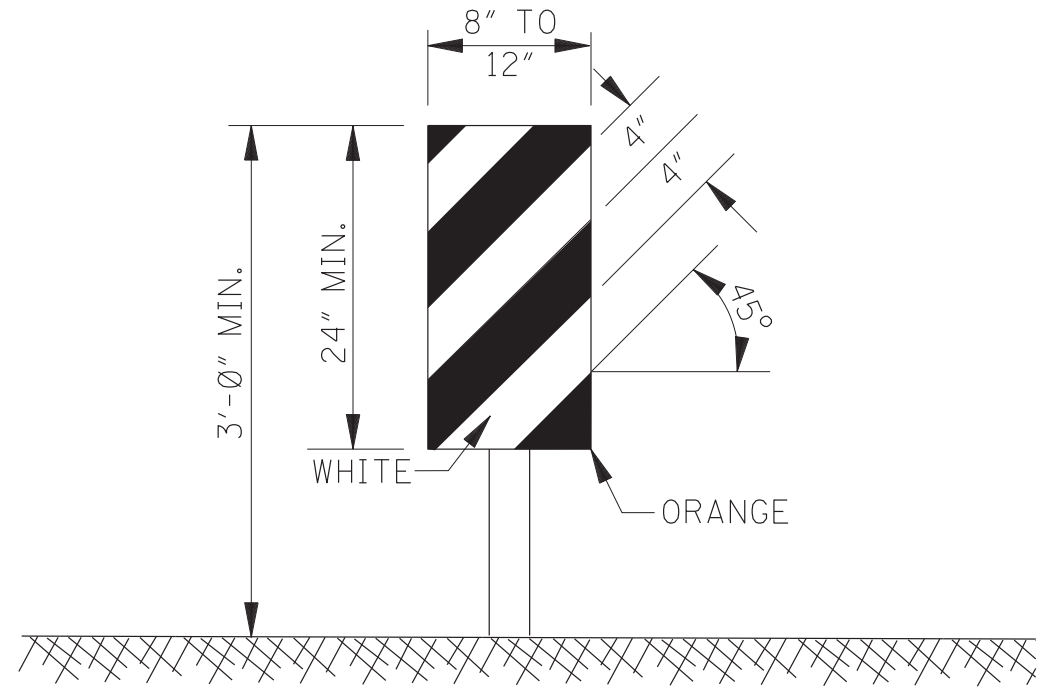
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

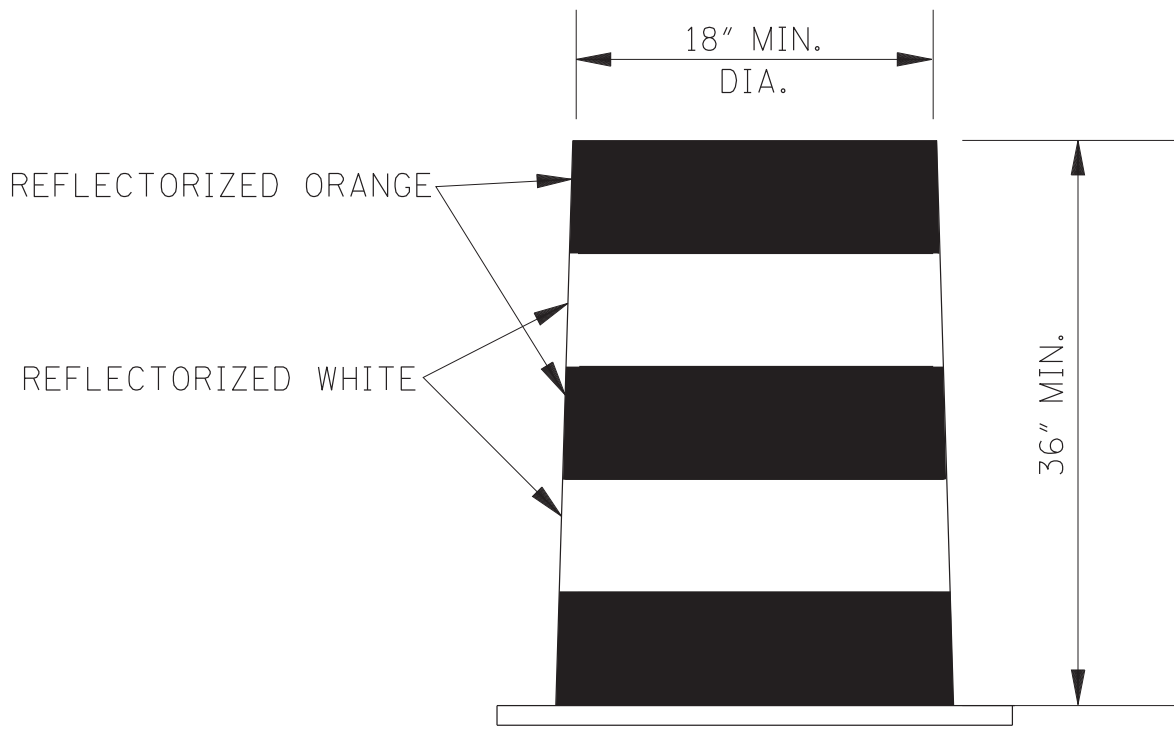
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

WING BARRICADES

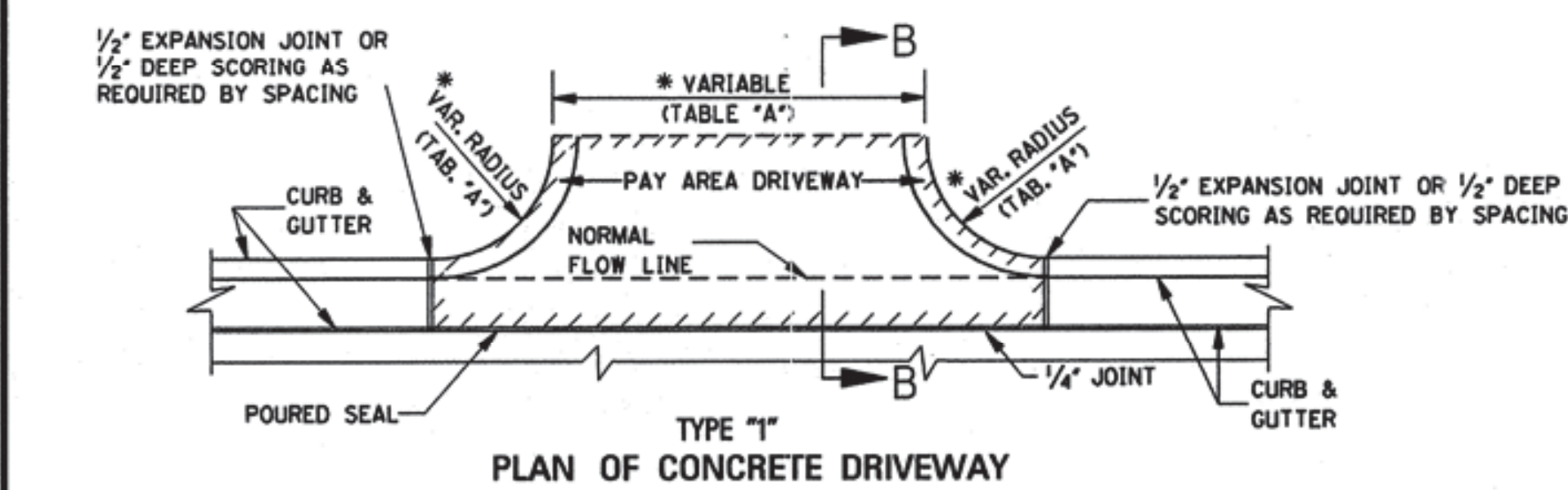
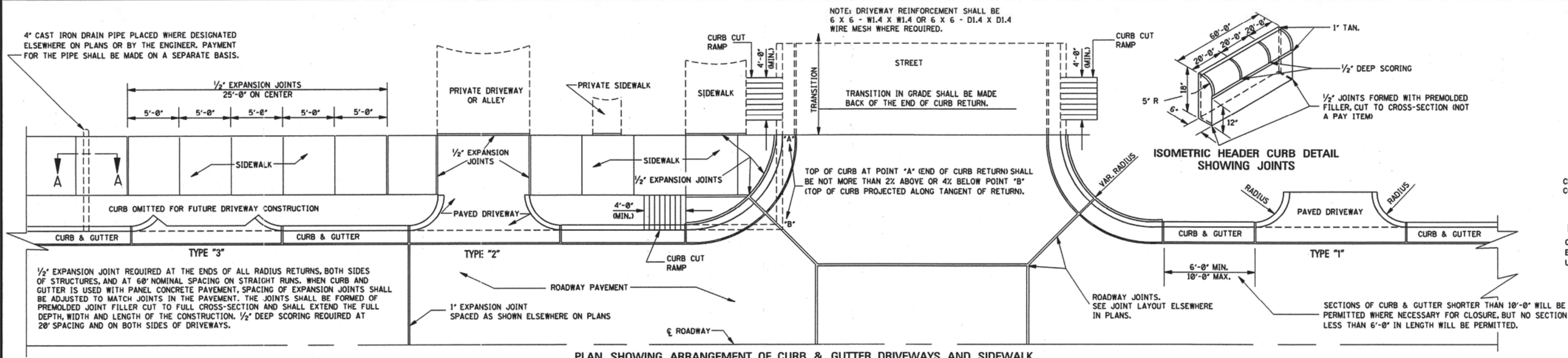
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

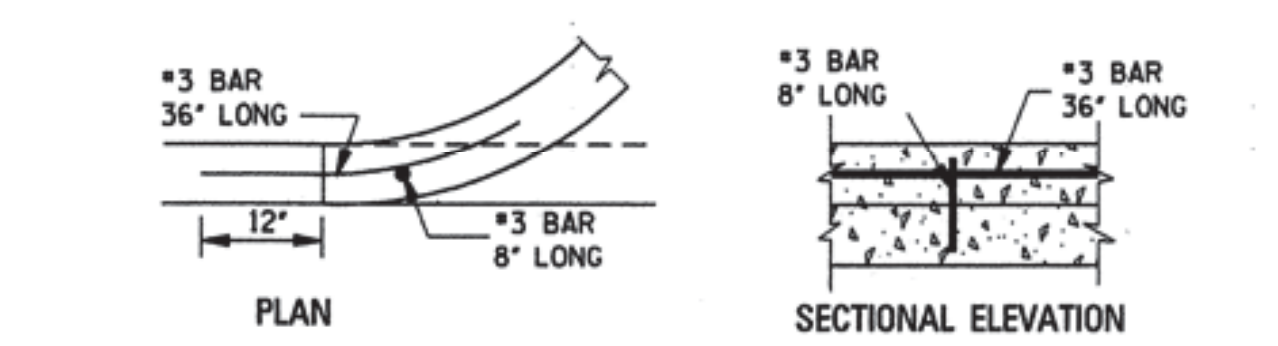
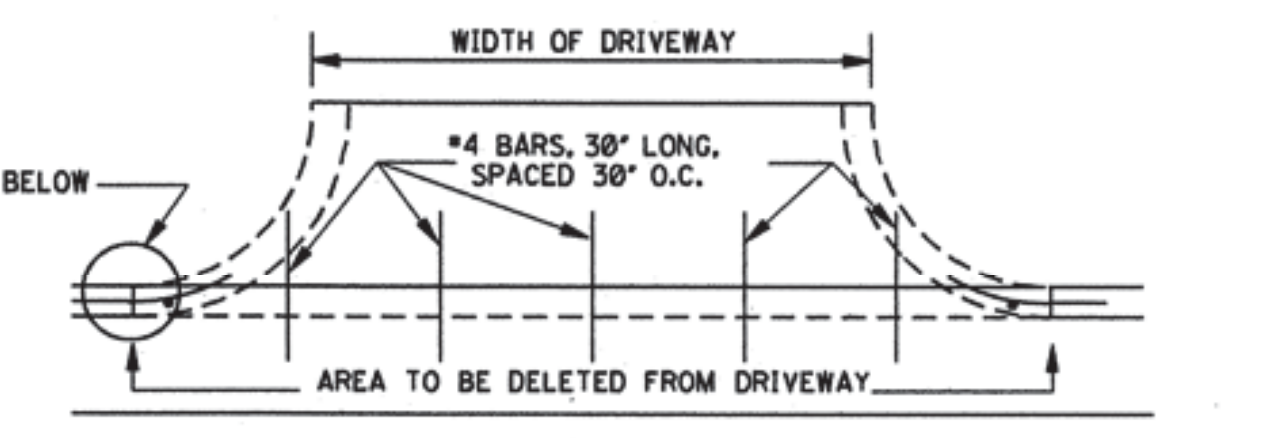
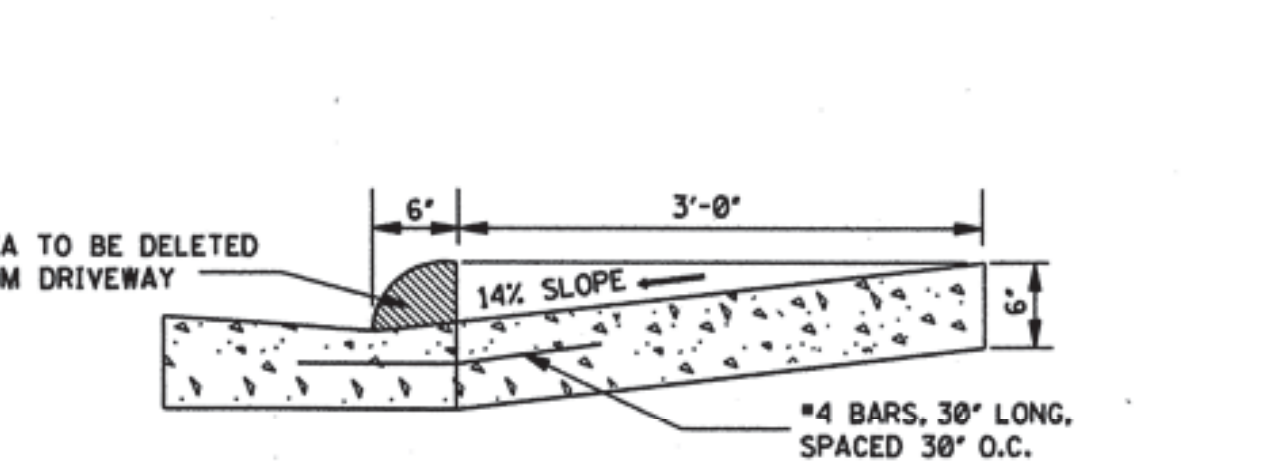
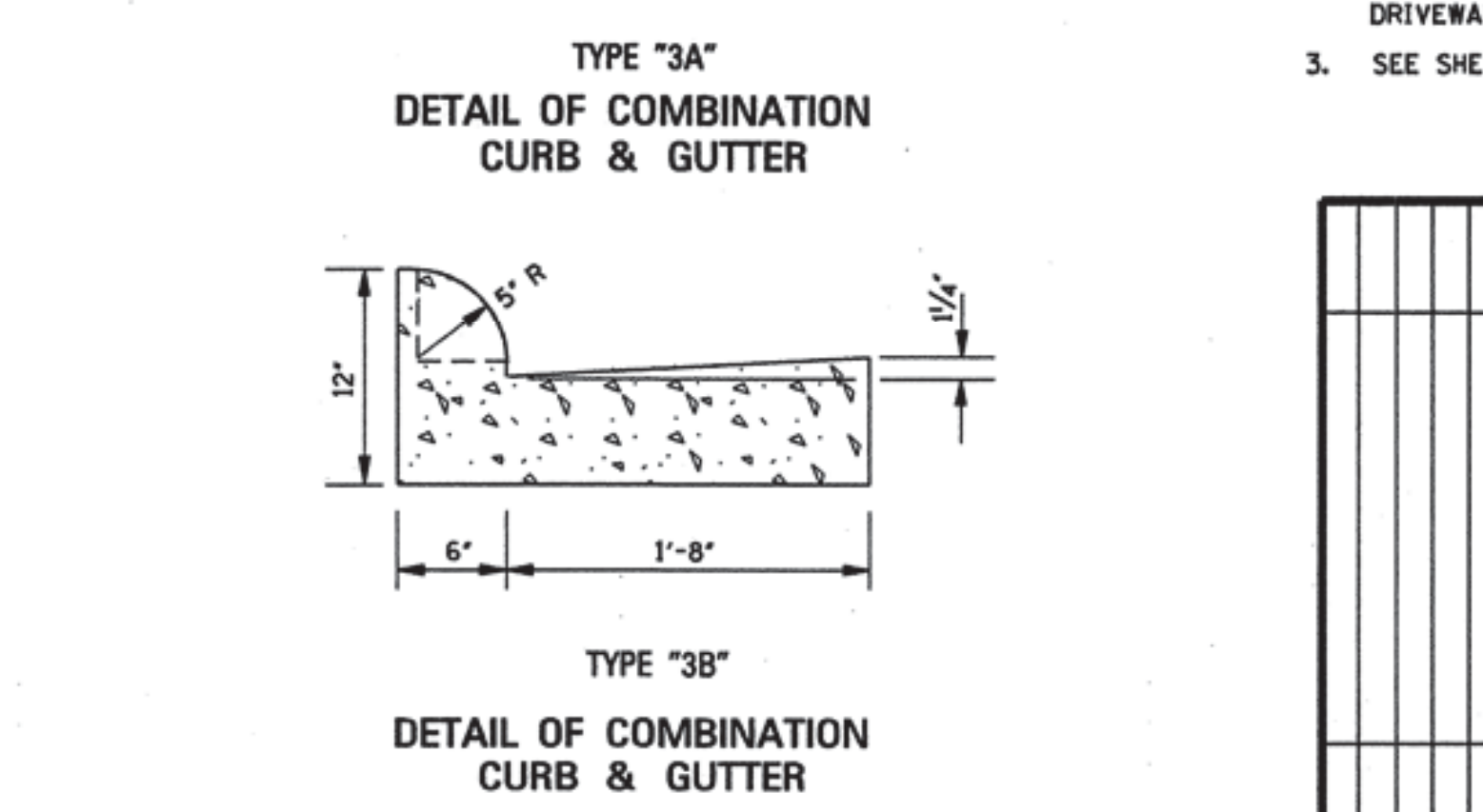
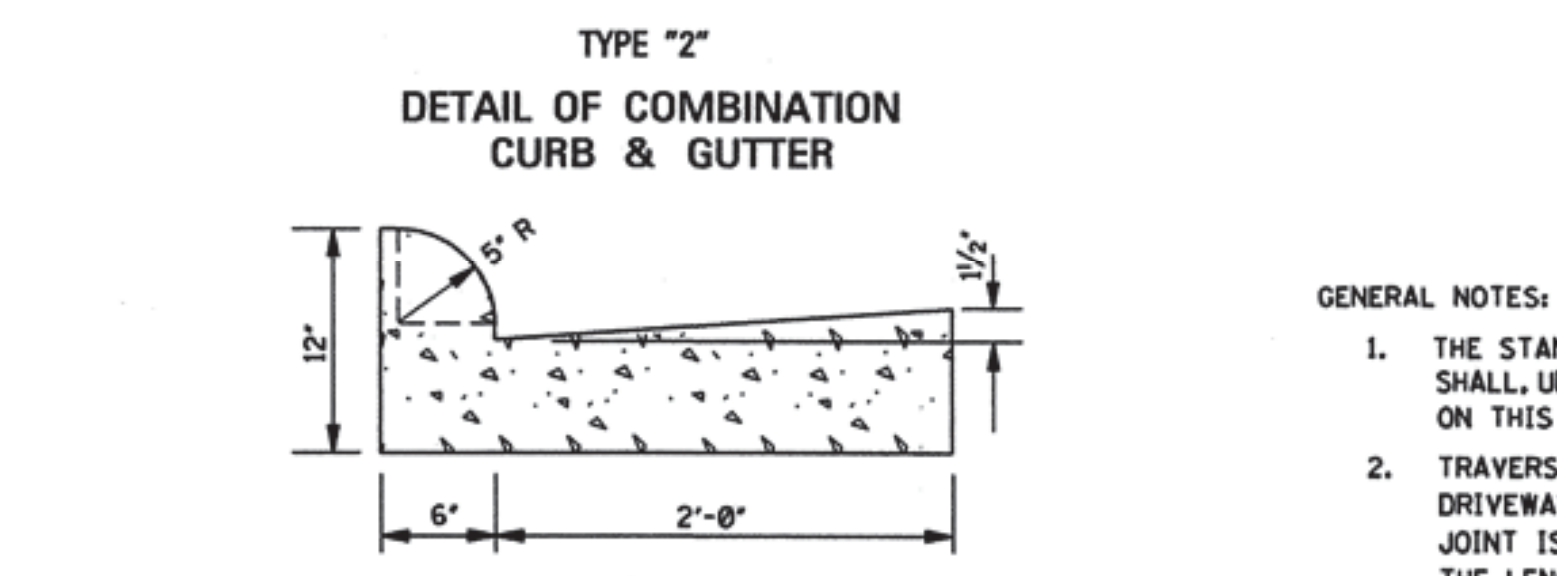
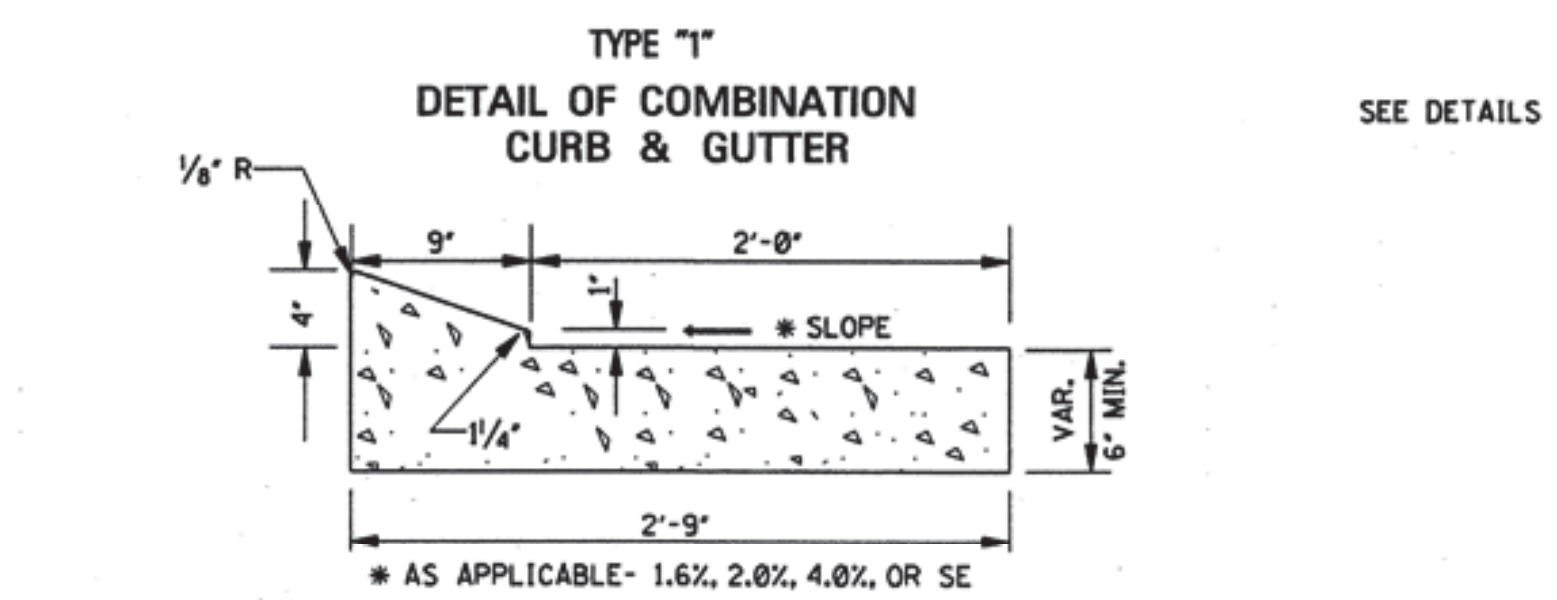
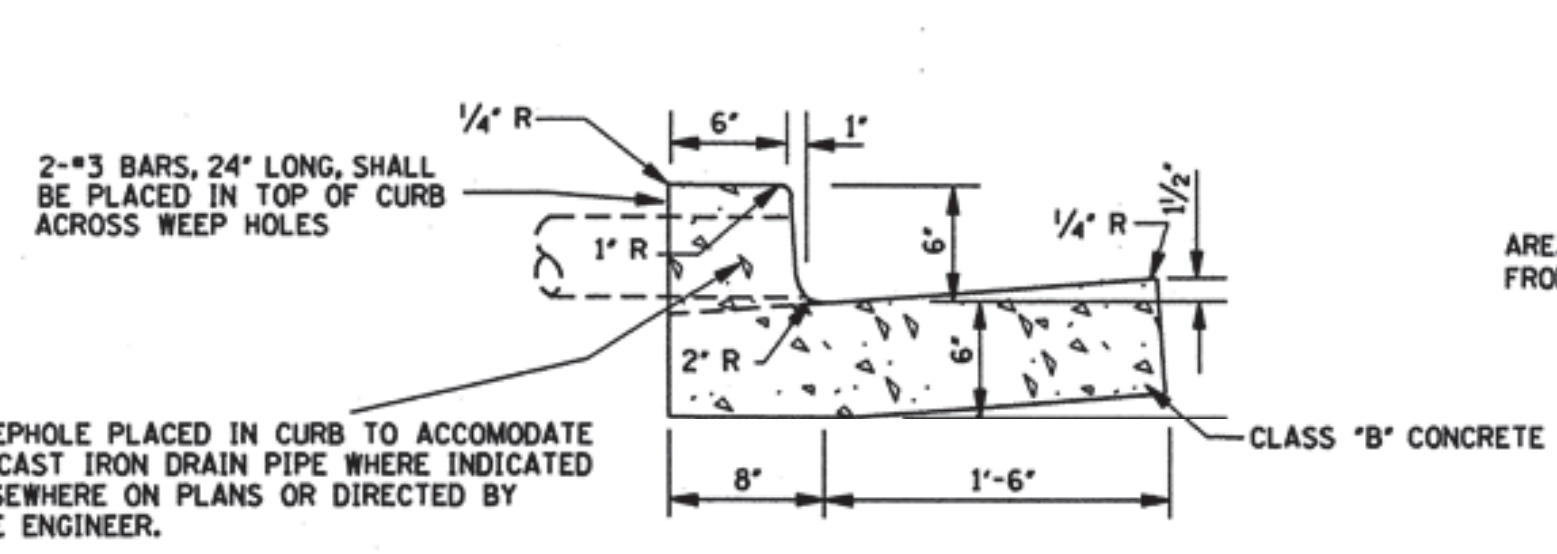
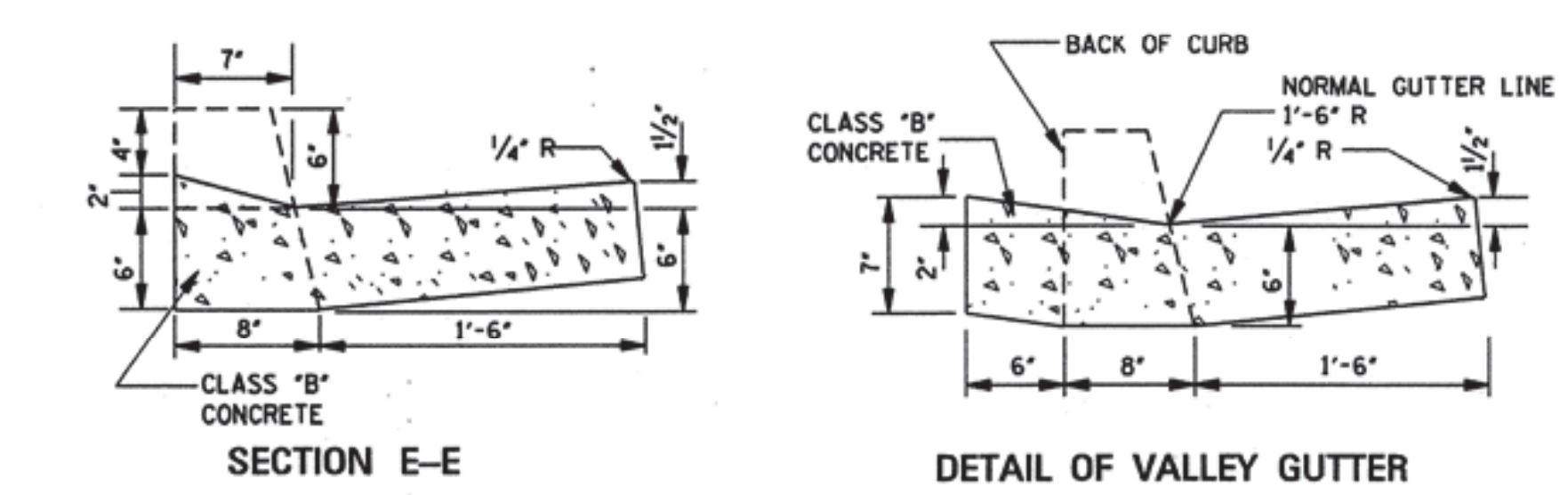
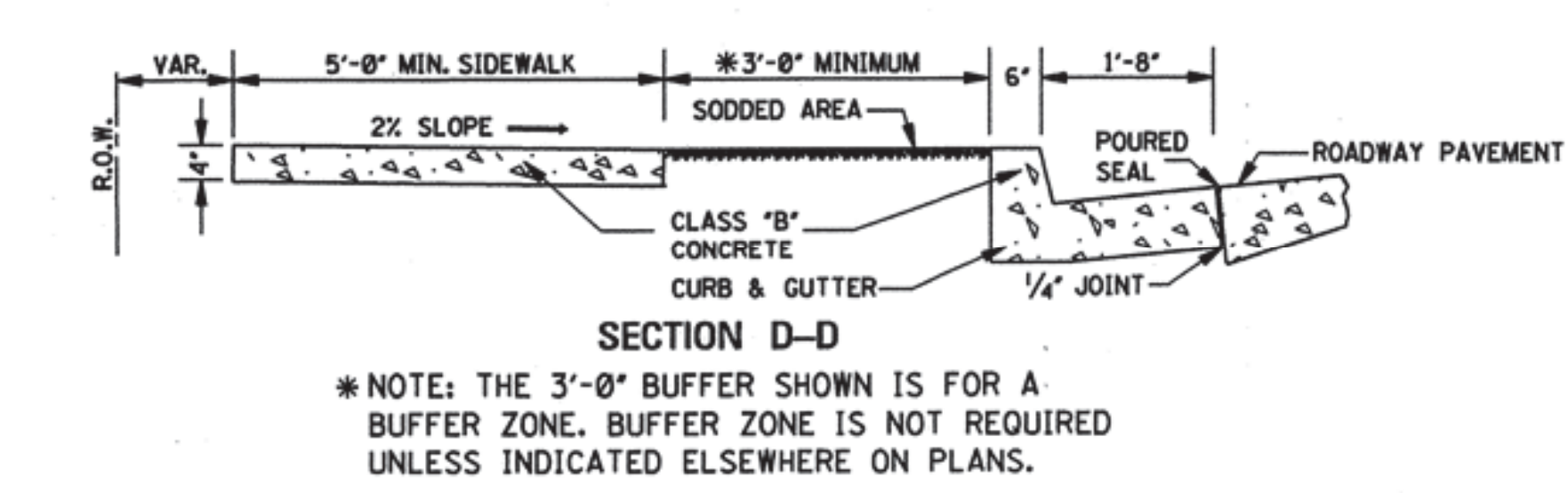
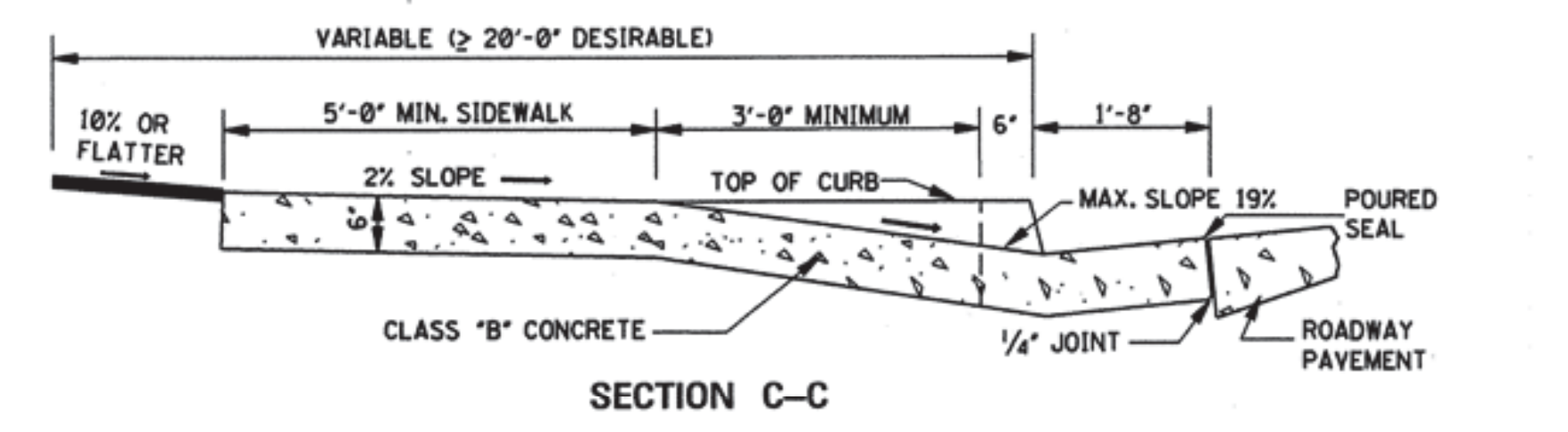
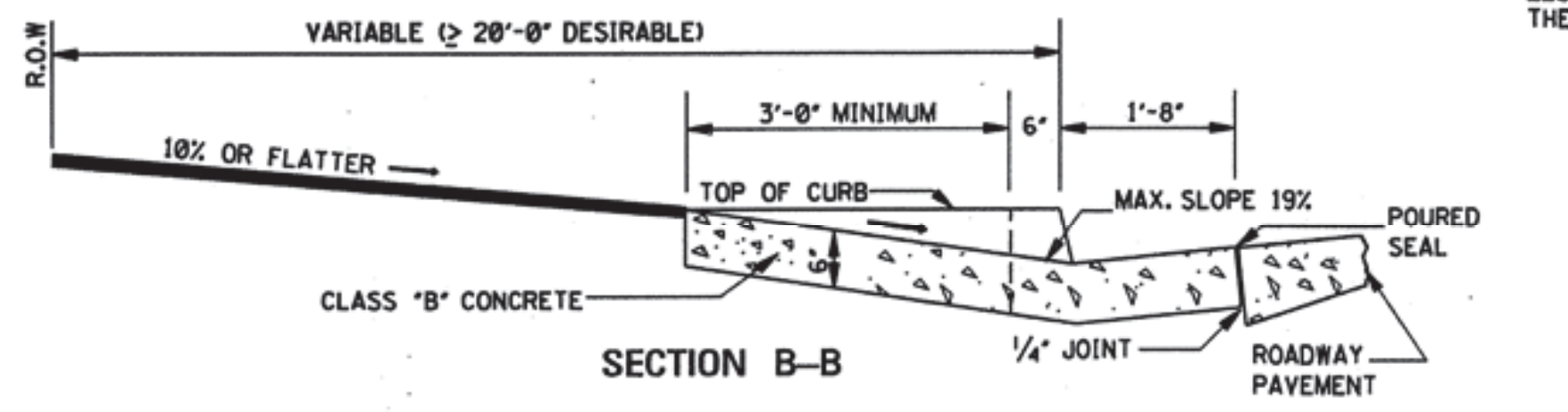
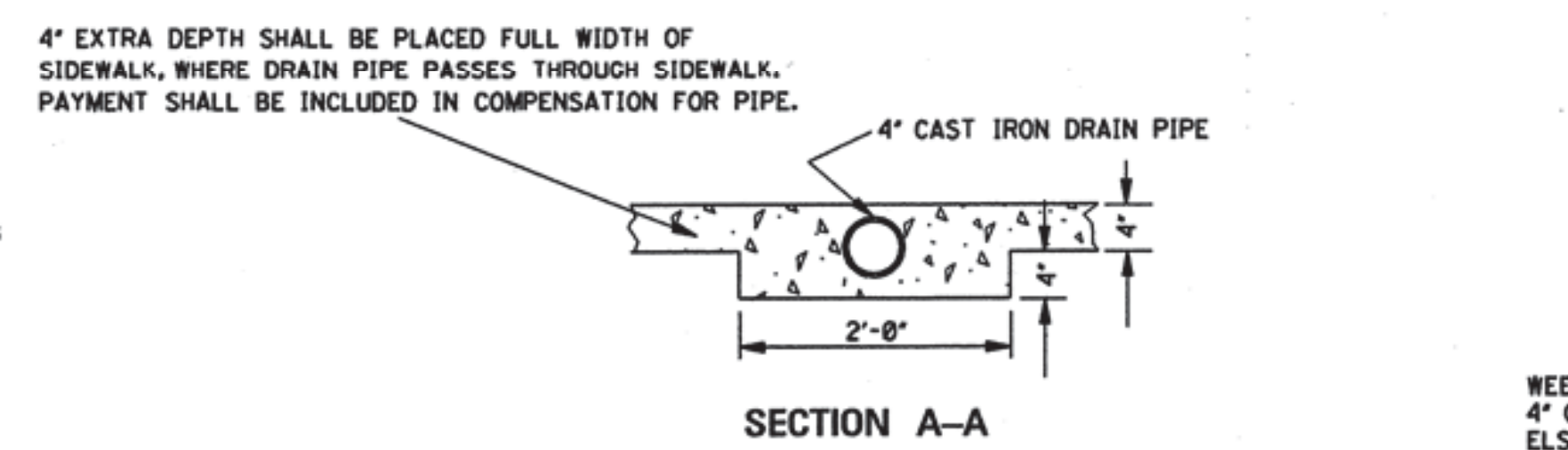
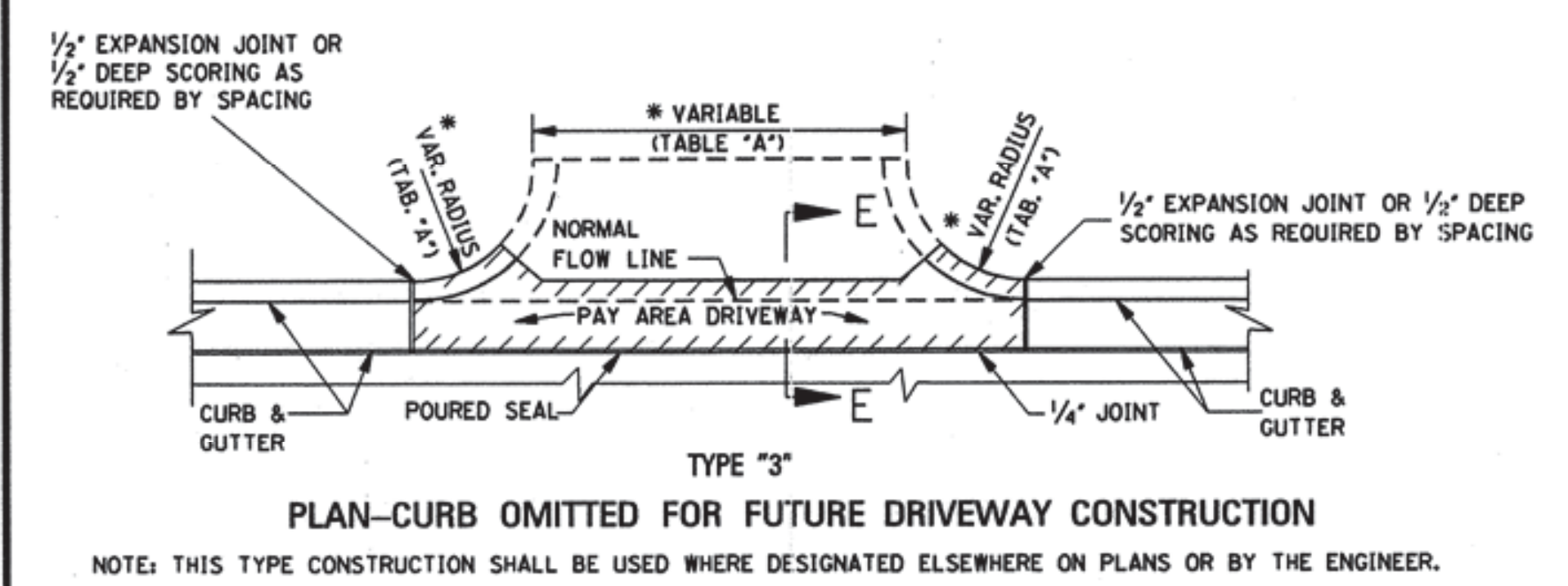
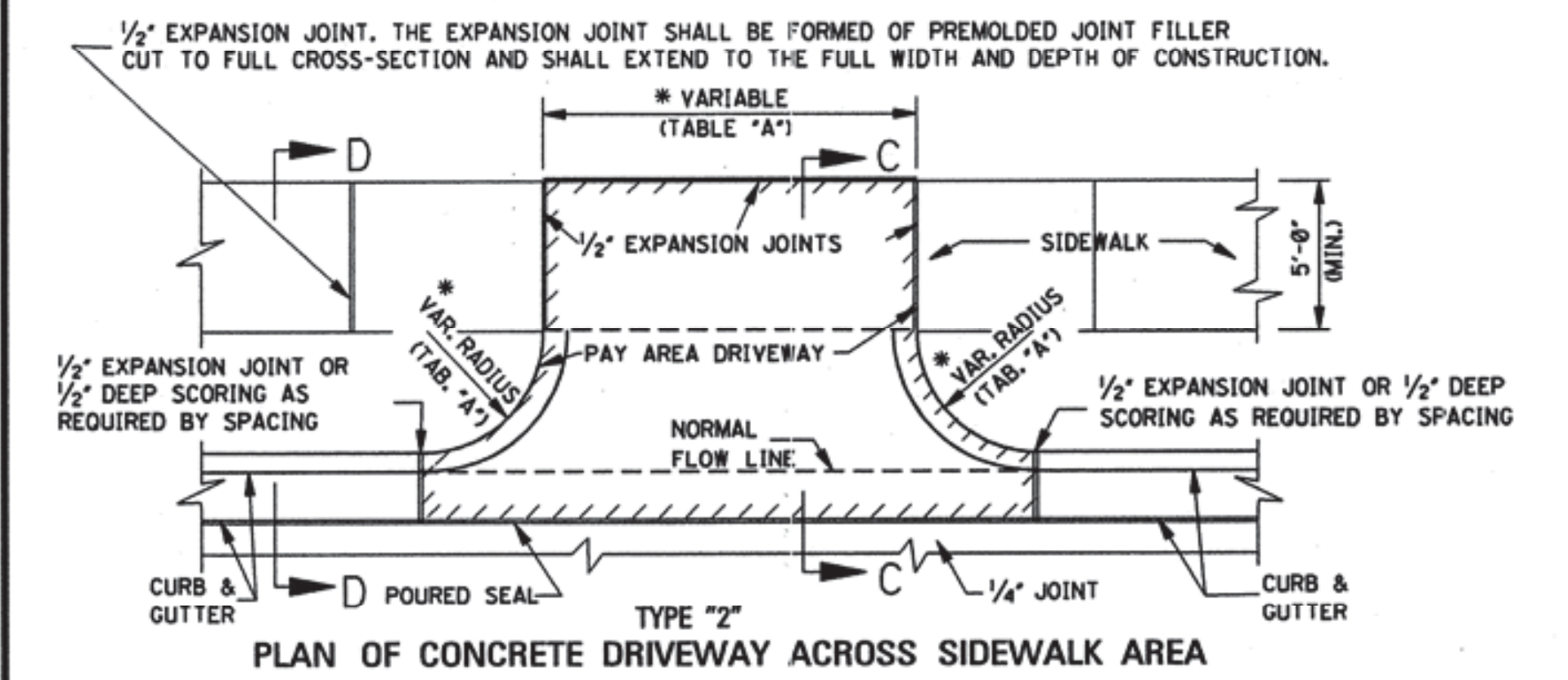
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS			
				DATE	FILENAME: SDTCP-10_06012012.DGN			
				DESIGN TEAM	CHECKED		DATE 6/1/2012	
					WORKING NUMBER			SDTCP-10
					SHEET NUMBER			



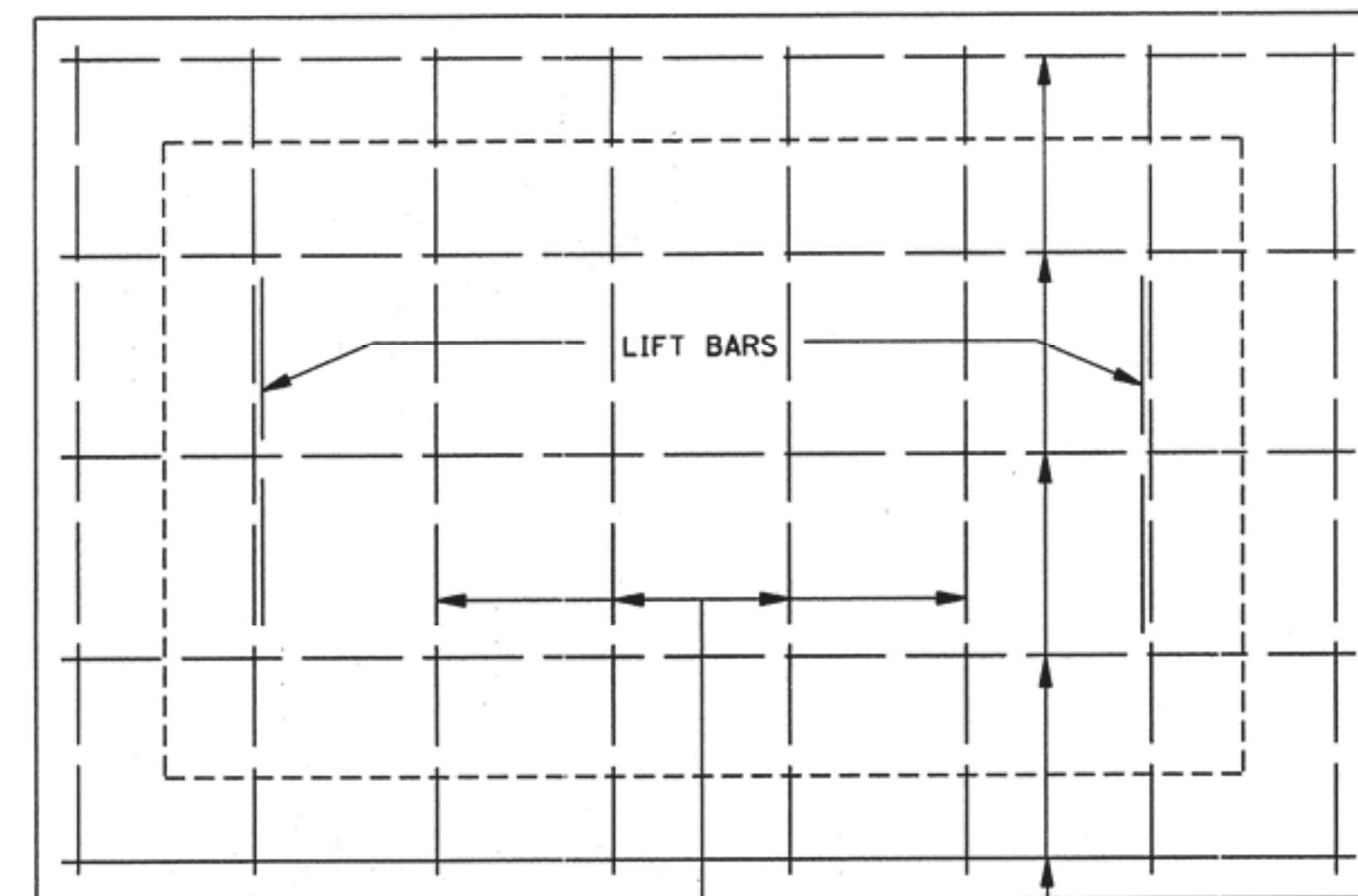
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH. 0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH. NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

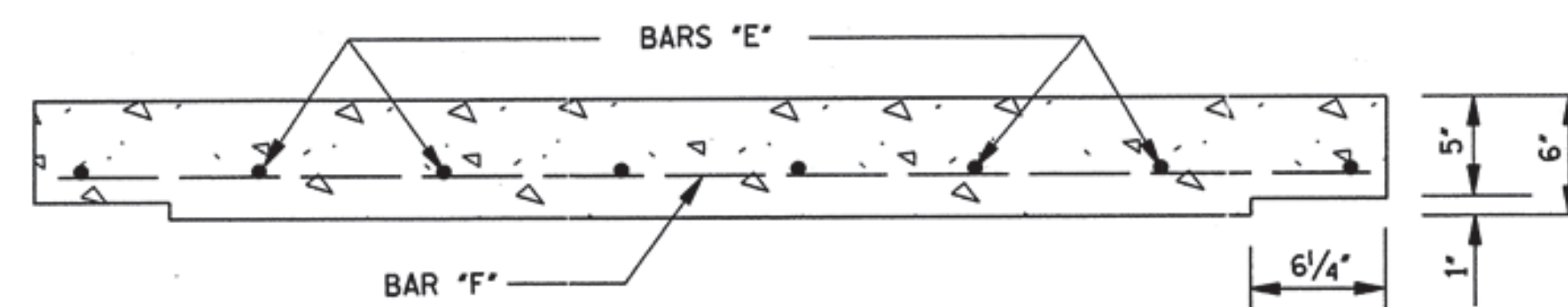


- GENERAL NOTES:
1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

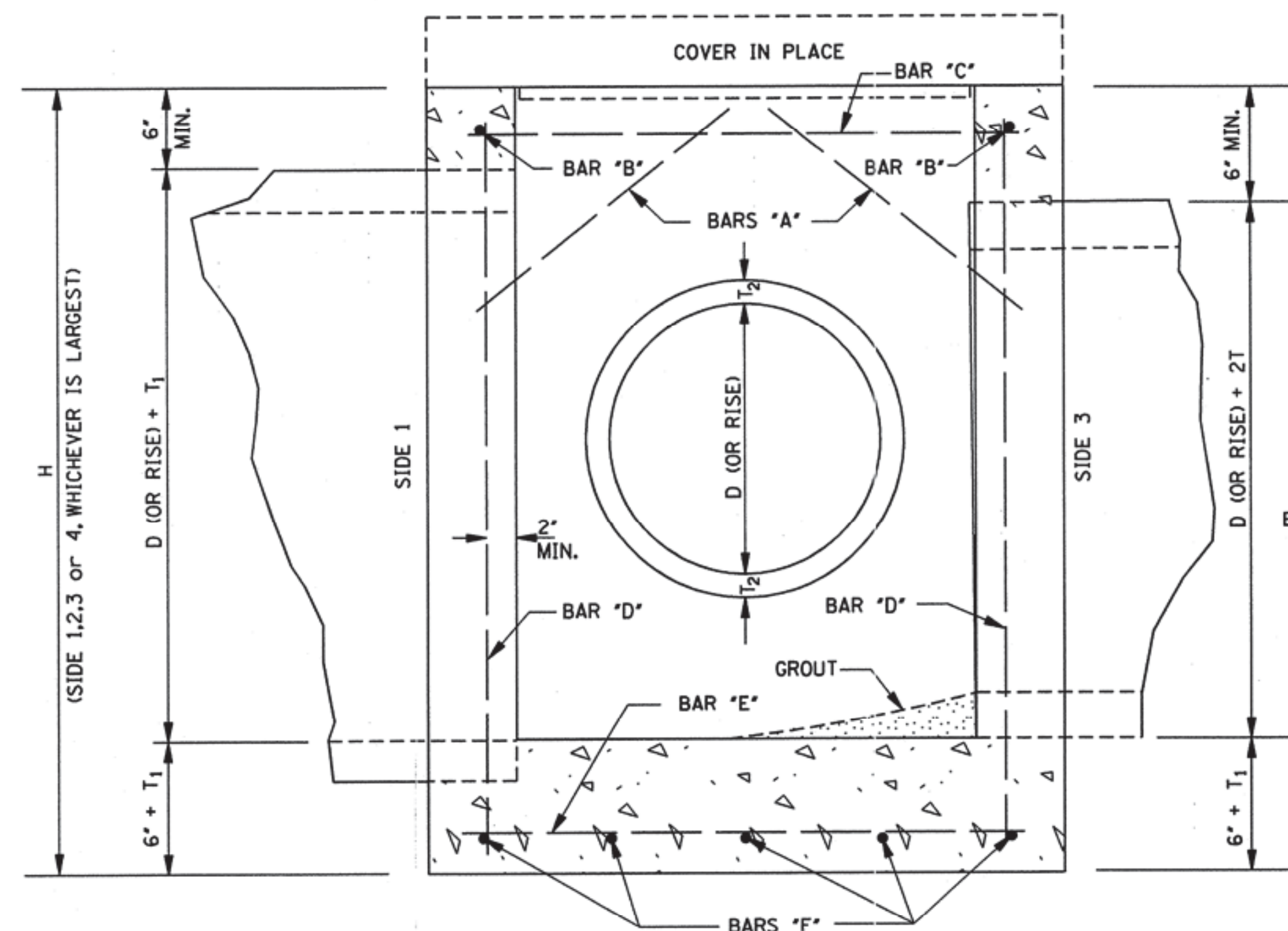
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		DRIVEWAYS, CURB & GUTTER & SIDEWALK	
		WORKING NUMBER SD-1	
		SHEET NUMBER 287	
		ISSUE DATE: OCTOBER 1, 1998	



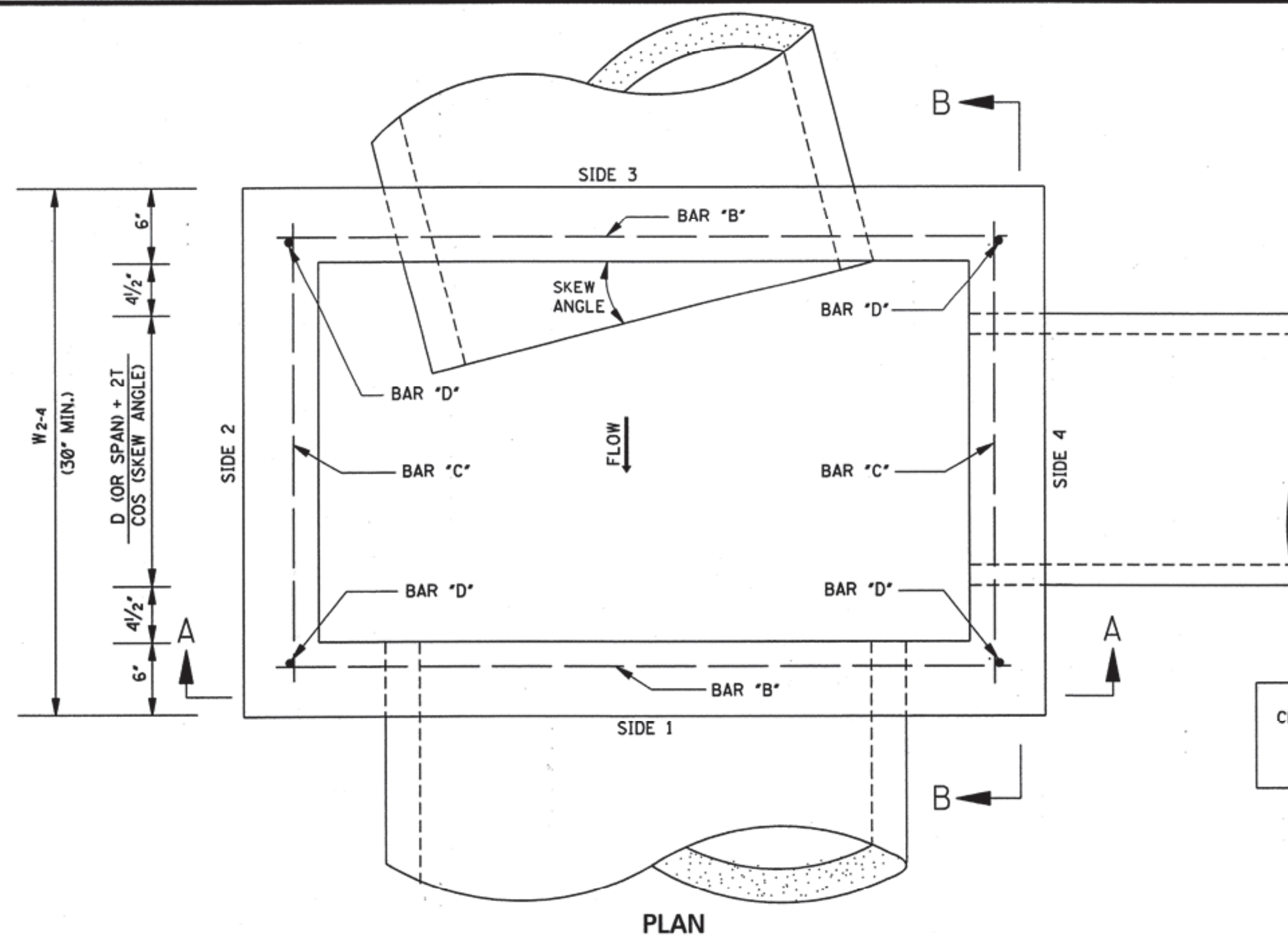
PLAN OF COVER



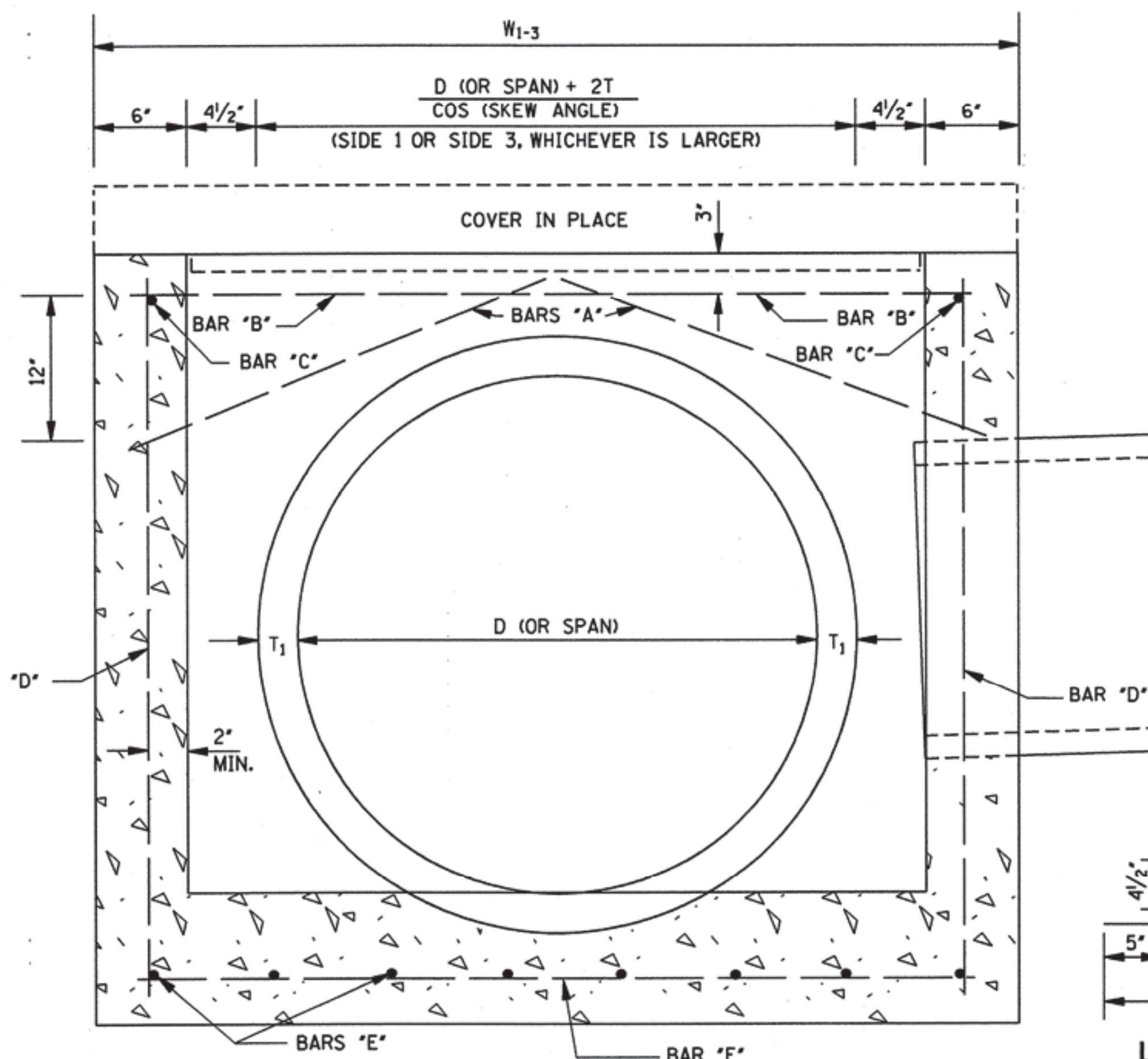
ELEVATION OF COVER



SECTION B-B



PLAN



SECTION A-A

REINFORCING BAR LIST

BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W^*}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6'$
C	#4	2	$W_{2-4} - 6'$
D	#4	4	$H - 6'$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9} \right)^{**} + 1 \right]$	$W_{2-4} - 4'$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9} \right)^{**} + 1 \right]$	$W_{1-3} - 4'$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

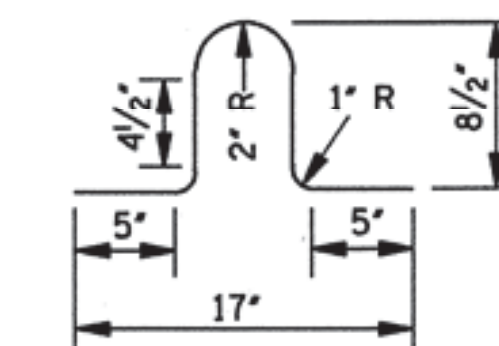
CL. "B" CONC. (yd³) = [(O1 + O2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: O1 = [5'W₁₋₃W₂₋₄] + [1'(W₁₋₃ - 12.5'W₂₋₄ - 12.5')] + [(T₁ + 6')W₁₋₃W₂₋₄]
O2 = 12'TH - (T₁ + 6')[(W₁₋₃ - 12') + W₂₋₄]

COMMON PIPE SIZE

CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30' LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

JUNCTION BOX
FOR PIPE CULVERTS



WORKING NUMBER
JB-1

SHEET NUMBER
302

ISSUE DATE: OCTOBER 1, 1998

BELL AND SPIGOT END OPTION TYPE I

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

FLARED END SECTION FOR CONCRETE ARCH PIPE									
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L
18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"
24"	18"	28 1/2"	3"	3:1	8"	3'-3"	2'-9"	4'-0"	6'-0"
30"	22 1/2"	36 1/4"	3 1/2"	3:1	10"	4'-0"	2'-0"	5'-0"	6'-0"
36"	26 5/8"	43 3/4"	4"	3:1	10 5/8"	5'-0"	3'-0"	6'-0"	8'-0"
42"	31 5/8"	51 1/8"	4 1/2"	3:1	1'-3 5/8"	5'-0"	3'-0"	6'-6"	8'-0"
48"	36"	58 1/2"	5"	3:1	1'-9"	5'-0"	3'-0"	7'-0"	8'-0"
54"	40"	65"	5 1/2"	3:1	2'-1 1/2"	5'-0"	3'-0"	7'-6"	8'-0"
60"	45"	73"	6"	3:1	2'-2"	6'-3"	1'-9"	8'-0"	8'-0"
72"	54"	88"	7"	3:1	2'-11"	6'-6"	1'-10"	10'-0"	8'-4"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.207

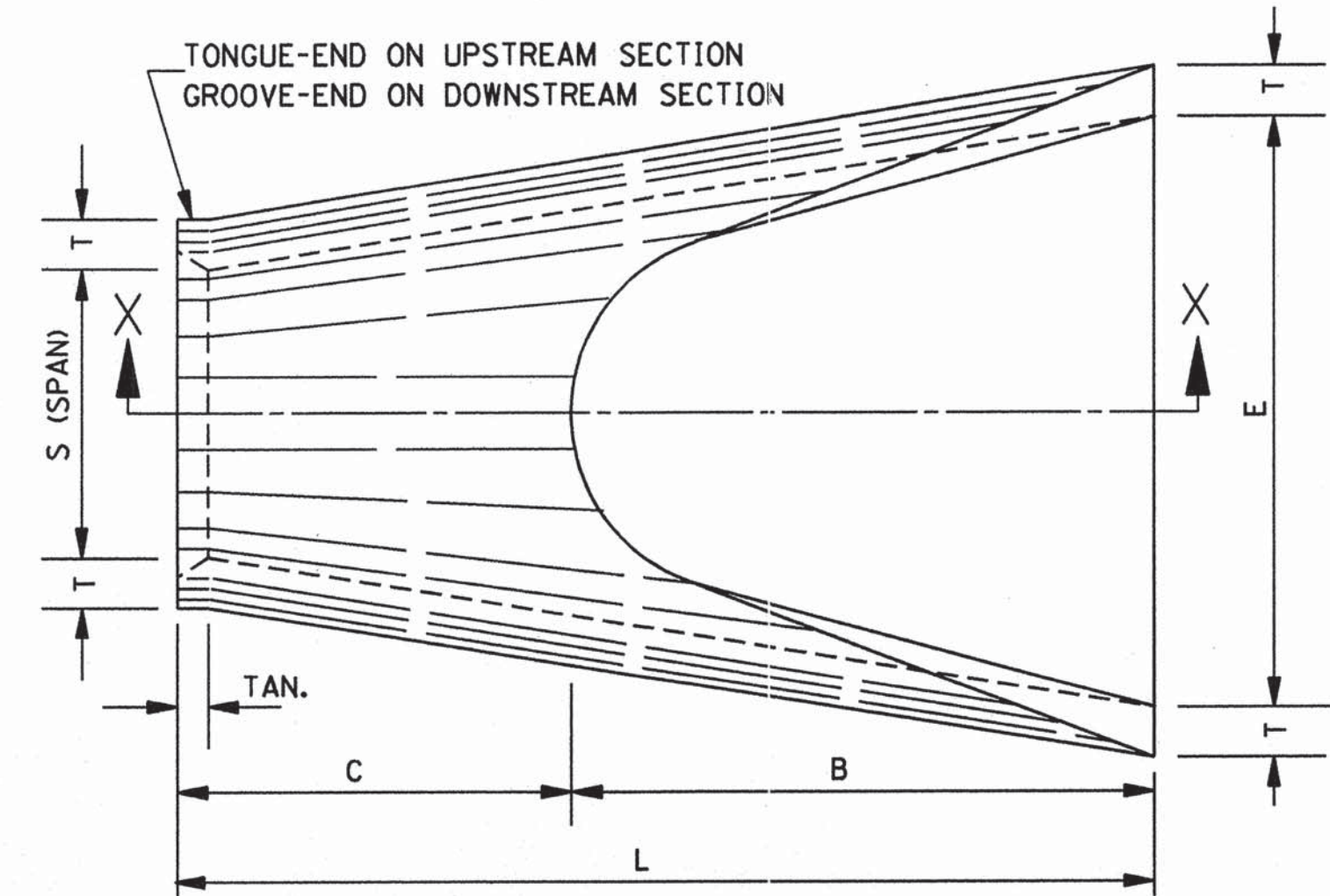
BELL AND SPIGOT END OPTION TYPE II

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

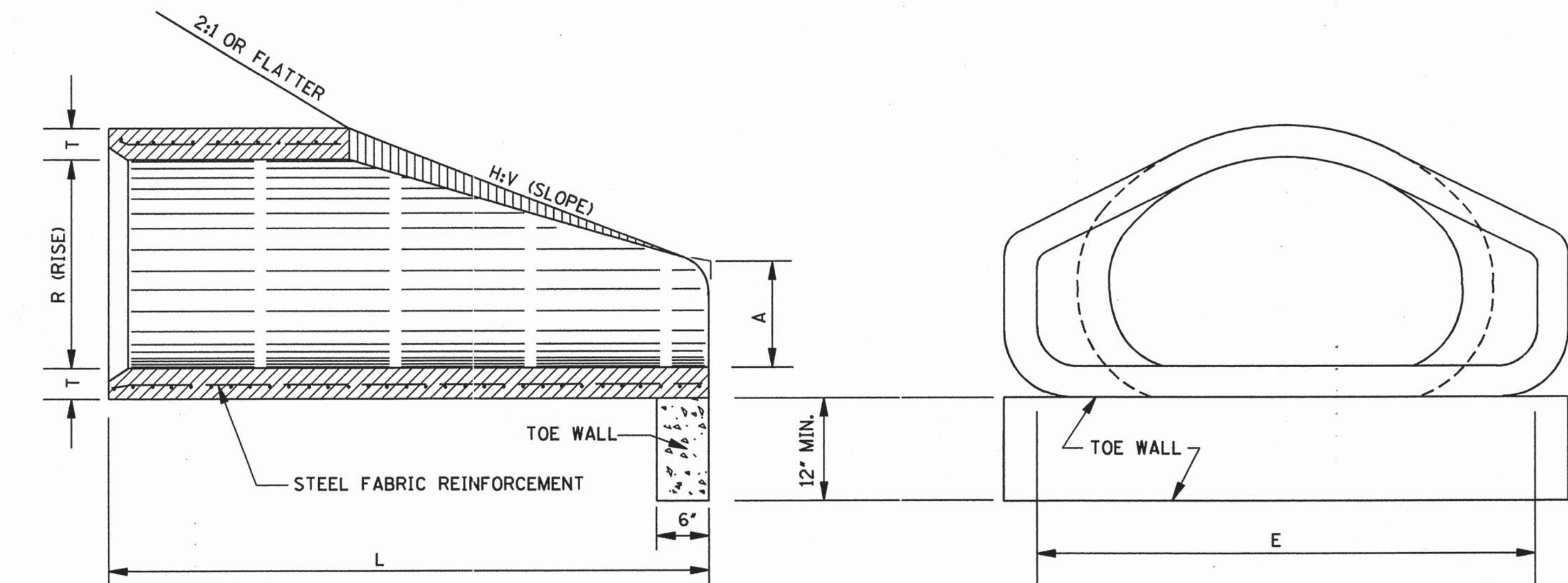
FLARED END SECTION FOR CONC. ARCH PIPE-SHORT FLARE											
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L	GROOVE TONGUE	
* 18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"	2 1/4"	
24"	18"	28 1/2"	3 1/2"	3.12:1	9"	3'-3"	2'-9 1/2"	4'-0"	6'-0 1/2"	3"	
30"	22 1/2"	36 1/4"	4"	2.94:1	9 1/2"	4'-2"	3'-10 1/2"	5'-0"	8'-0 1/2"	3 1/2"	
36"	26 5/8"	43 3/4"	4 1/2"	3.08:1	11 5/8"	5'-0"	3'-0 1/2"	6'-0"	8'-0 1/2"	4"	
42"	31 5/8"	51 1/8"	4 1/2"	3.08:1	1'-4 5/8"	5'-0"	3'-0 1/2"	6'-6"	8'-0 1/2"	4"	
48"	36"	58 1/2"	5"	3.16:1	1'-10"	5'-0"	3'-0 1/2"	7'-0"	8'-0 1/2"	5"	
54"	40"	65"	5 1/2"	3.24:1	2'-3"	5'-0"	3'-0 5/8"	7'-6"	8'-0 5/8"	5"	
60"	45"	73"	6"	3.33:1	2'-9"	5'-0"	3'-0 5/8"	8'-0"	8'-0 5/8"	5"	

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167

NOTES: *1. EQUIVALENT 18" FLARED END SECTION SIMILAR TO TYPE I.
2. DIMENSIONS A, B, C, E AND L MAY VARY 1"±.

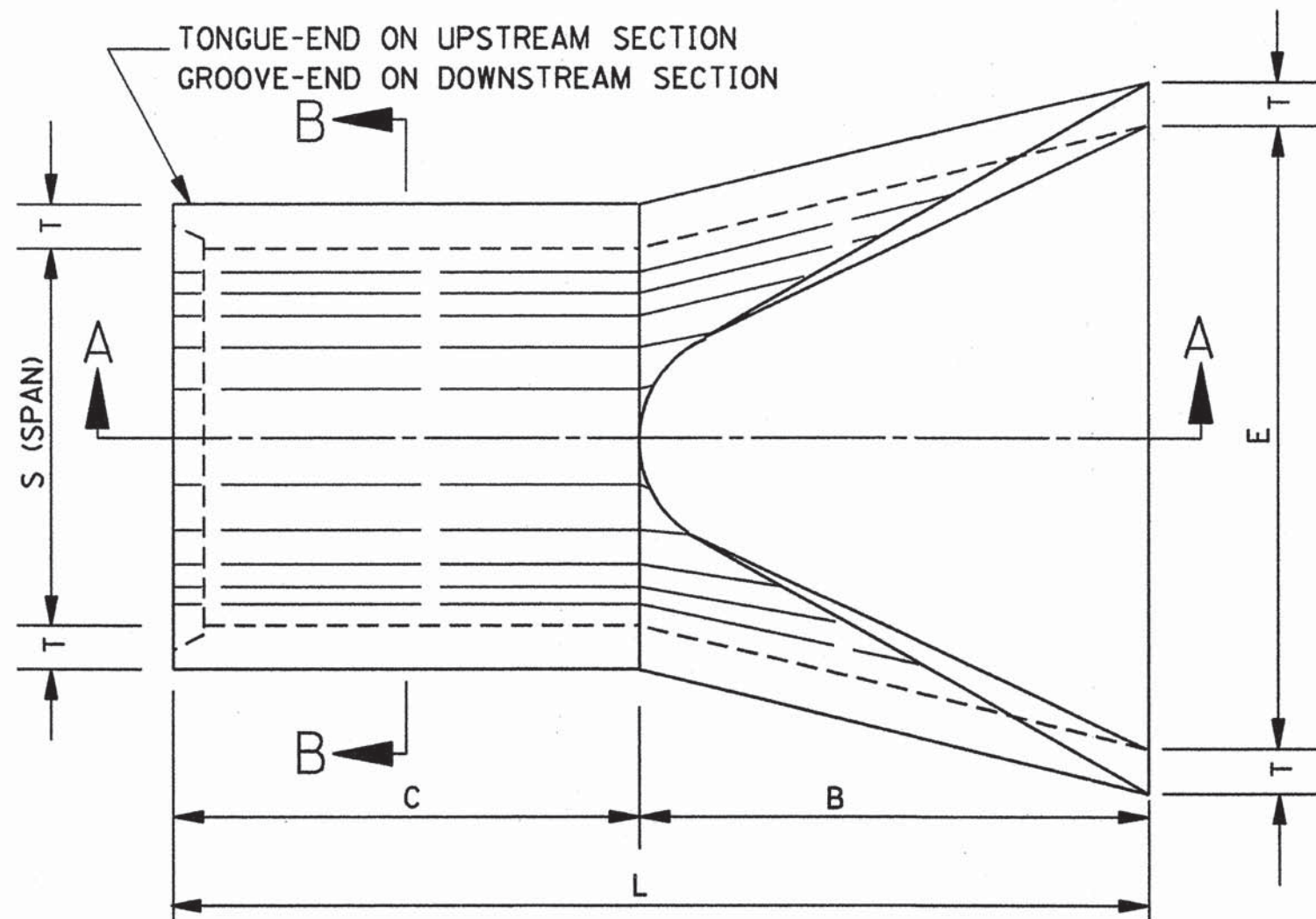


PLAN OF DOWNSTREAM END

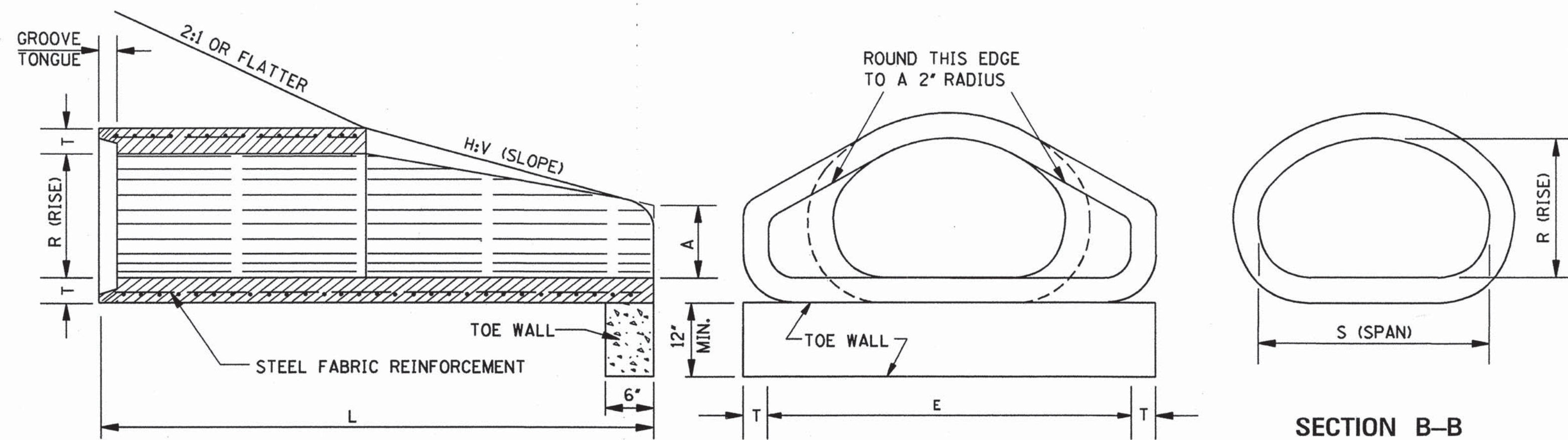


SECTION X-X

FRONT ELEVATION



PLAN OF DOWNSTREAM END



SECTION A-A

FRONT ELEVATION

SECTION B-B

GENERAL NOTES:

- FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
- UNLESS OTHERWISE DESIGNATED, EITHER TYPE I OR TYPE II MAY BE USED, PROVIDED THE SELECTED TYPE IS COMPATIBLE WITH THE CONFIGURATION OF THE PIPE TO WHICH IT IS TO BE ATTACHED.
- ALL SIZES OF TYPE I AND TYPE II FLARED END SECTIONS FOR CONCRETE ARCH PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

- REINFORCEMENT (SINGLE LINE) FOR FLARED END SECTION SHALL CONFORM TO REQUIREMENTS OF AASHTO M 206 FOR CLASS II ARCH PIPE.
- TOE WALL REQUIRED ON ALL DOWNSTREAM FLARED END SECTIONS. TOE WALL AT UPSTREAM END WILL BE CONSTRUCTED WHERE DIRECTED BY THE ENGINEER, TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE-MINOR STRUCTURES.
- FLARED END SECTIONS MUST MEET THE REQUIREMENTS FOR ARCH PIPE OF EITHER AASHTO M 206 OR ASTM C 506.

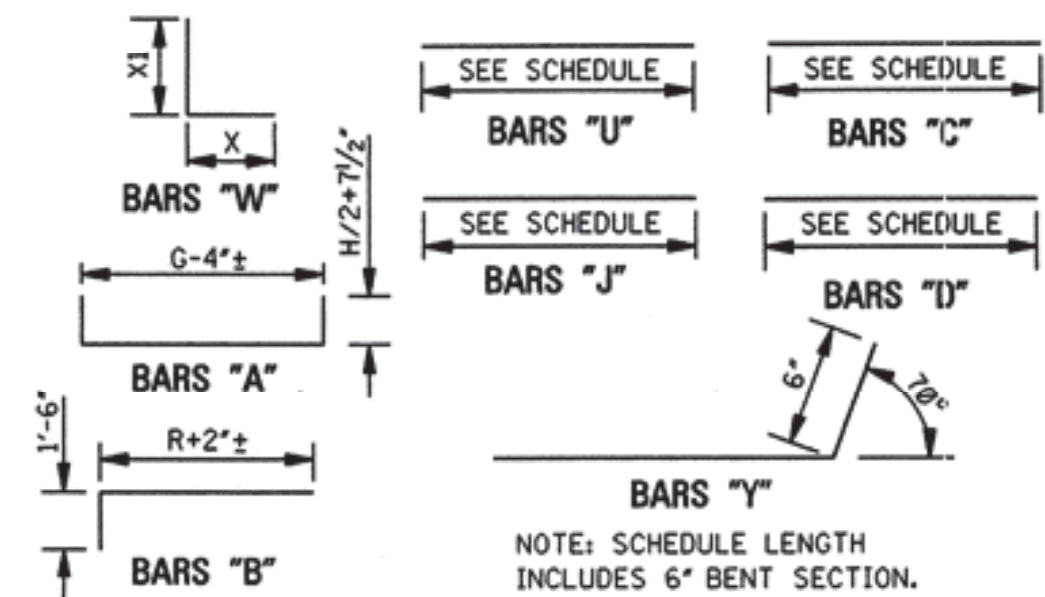
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

FLARED END SECTION
FOR CONCRETE ARCH PIPE



WORKING NUMBER
FE-1A
SHEET NUMBER
329

ISSUE DATE: OCTOBER 1, 1998

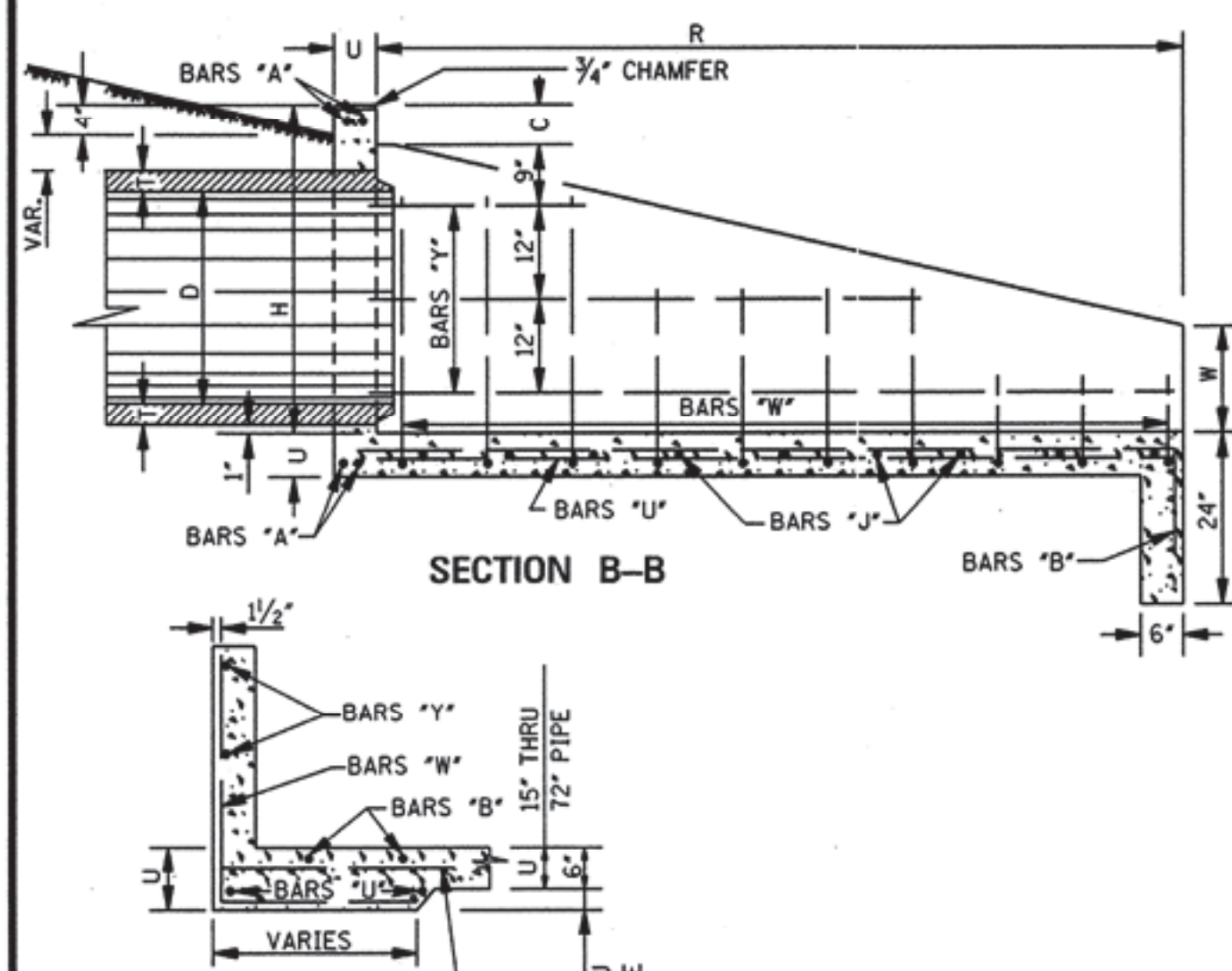


BAR BENDING DETAILS

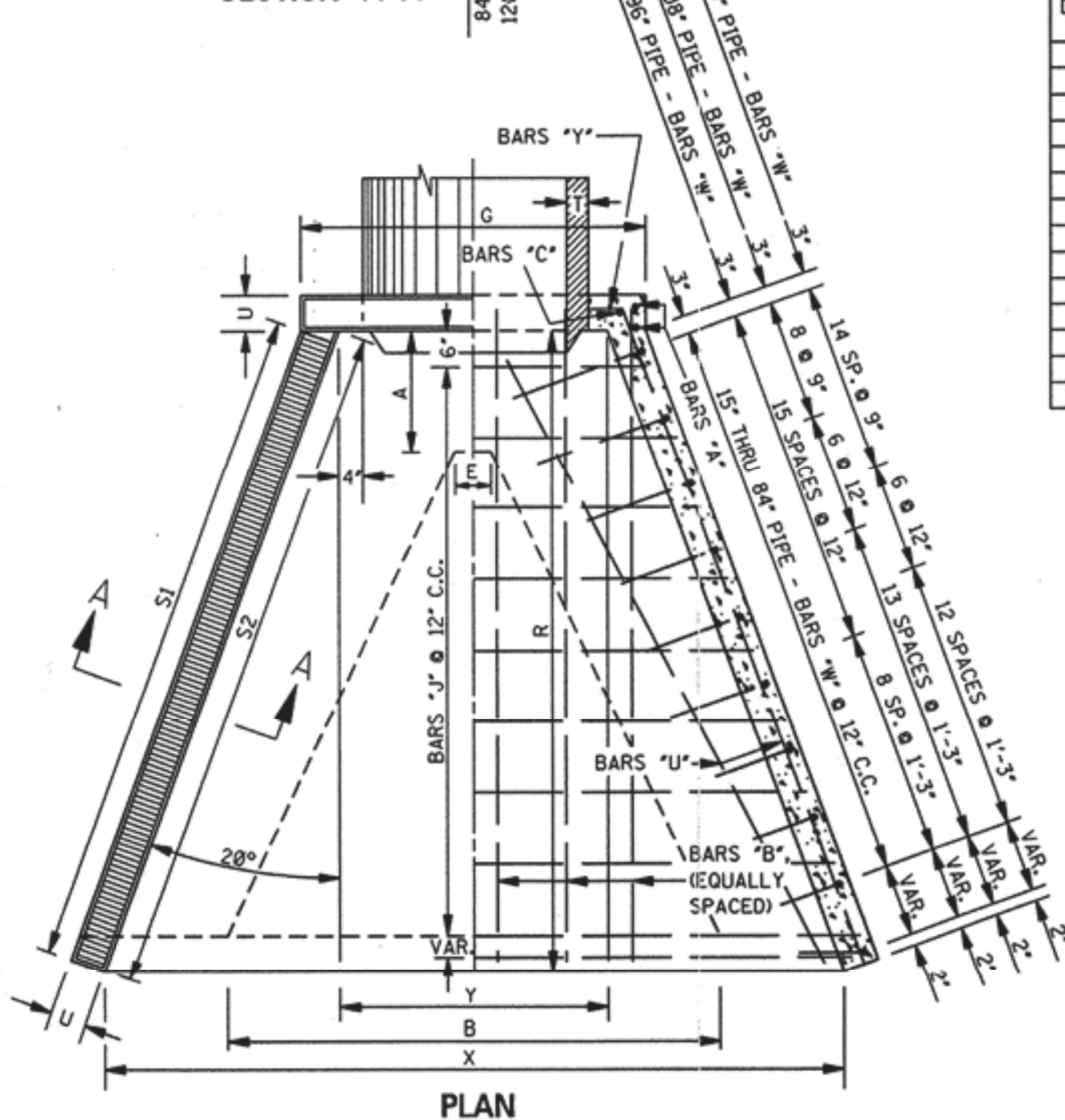
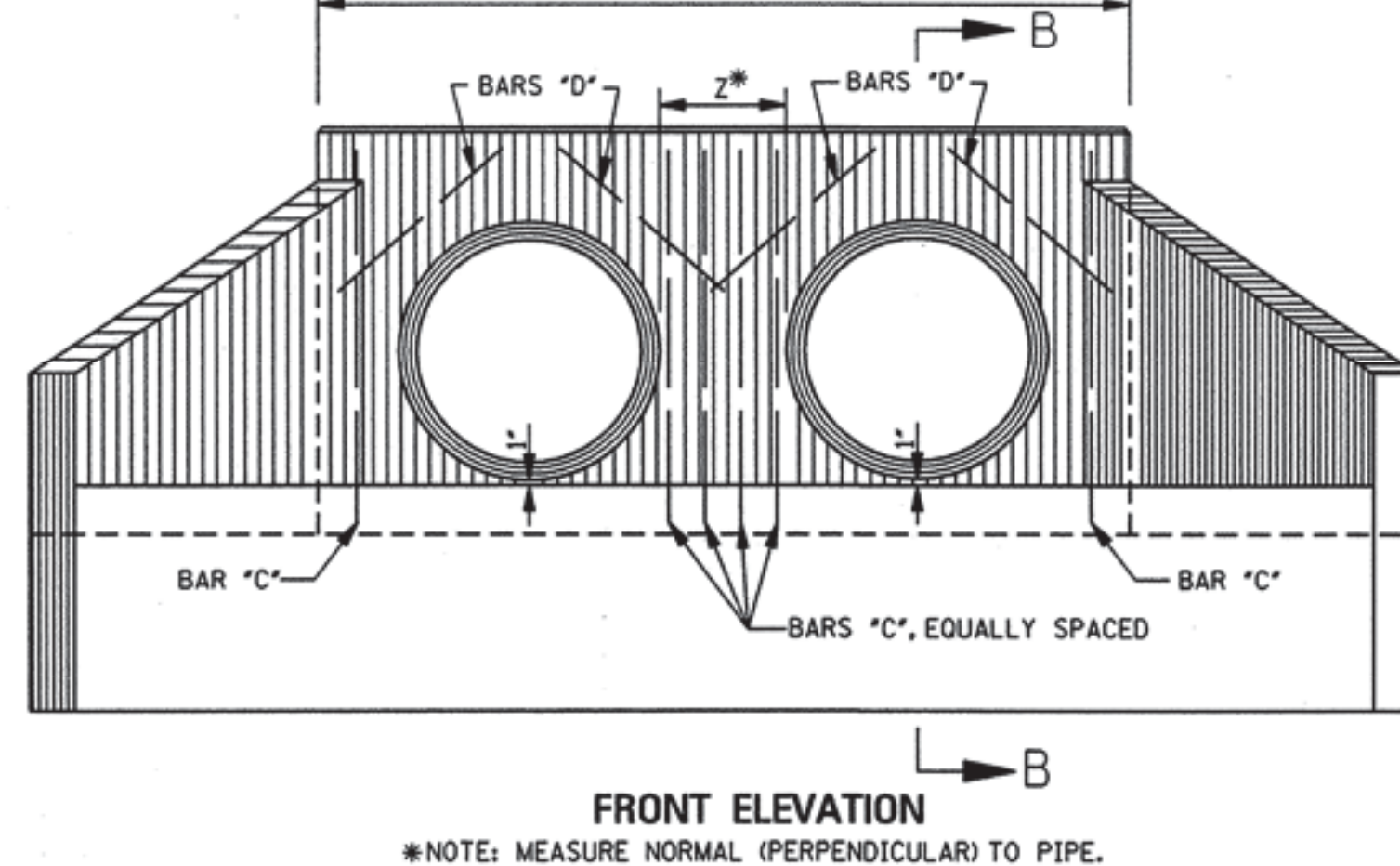
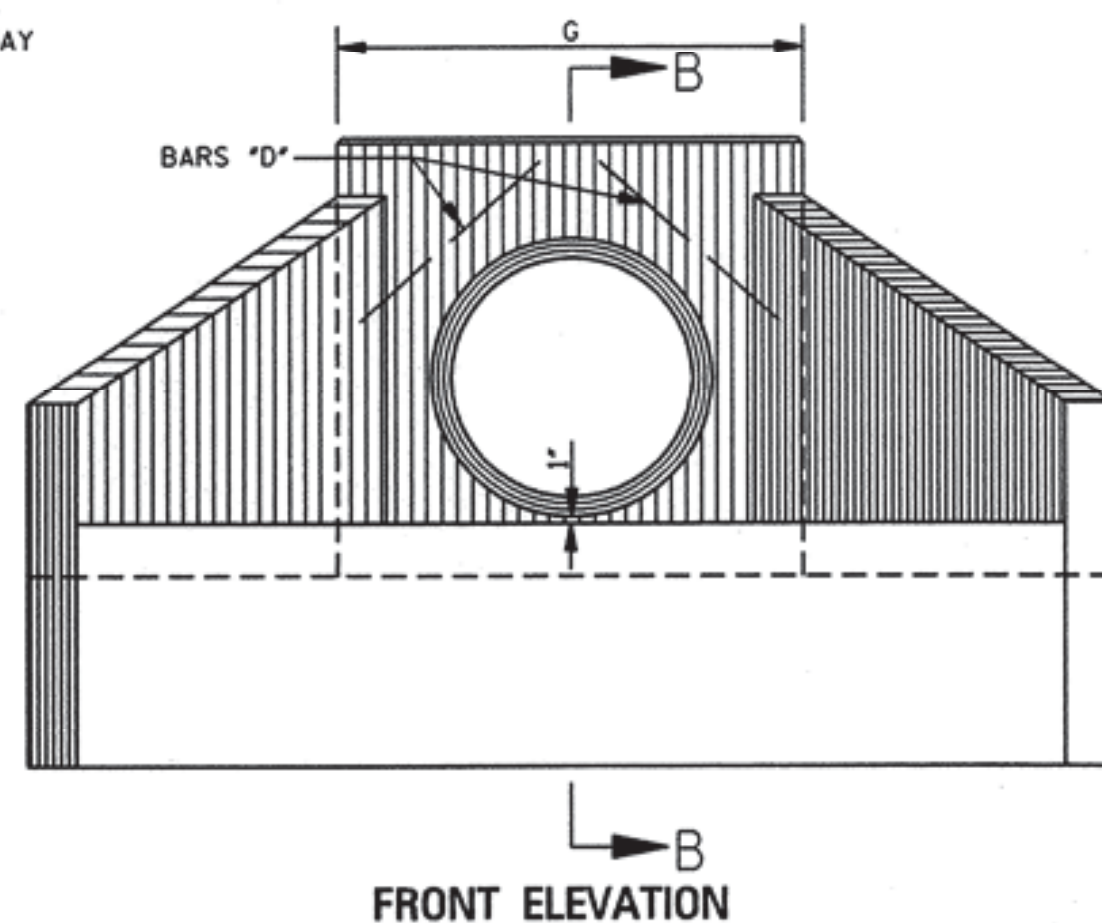
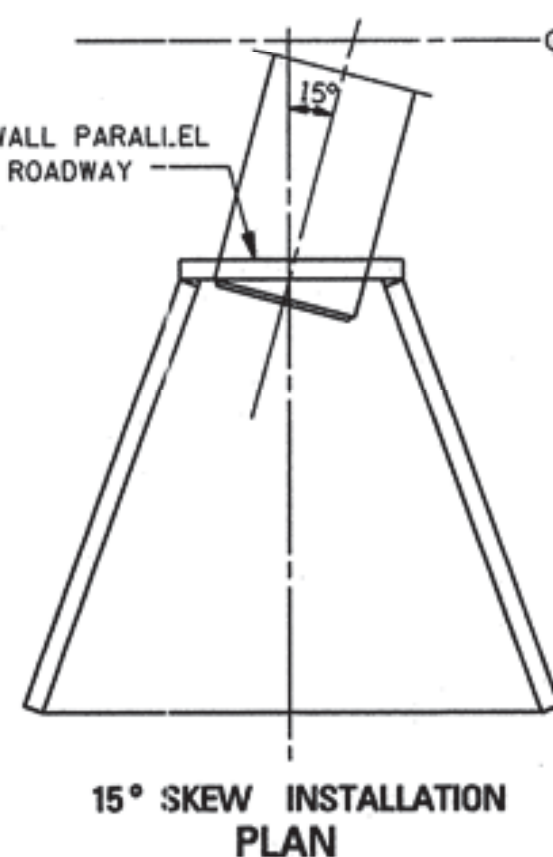
NOTE: WHENEVER THE COMPUTED LENGTH OF BAR EXCEEDS 30', THE SCHEDULED LENGTH INCLUDES A 12" LAP. ALL BARS ARE #4 EXCEPT BARS "W". SEE SCHEDULE FOR SIZE OF BARS "W".

GENERAL NOTES:

1. SPECIFICATIONS: MISSISSIPPI DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
2. ALL CONCRETE SHALL BE CLASS "B".
3. ALL EXPOSED EDGES SHALL BE CHAMFERED $\frac{3}{4}$ ".
4. EXPOSED CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH THE APPLICABLE SECTION OF THE MOOT SPECIFICATIONS.
5. ALL LENGTHS AND QUANTITIES IN THE TABLES HEREON ARE BASED ON CONCRETE PIPE.
6. QUANTITIES SHOWN SHALL BE THE BASIS FOR FINAL PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.



SECTION A-A U-6 TH P

[illegible][illegible][illegible][illegible][illegible]

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR*

*THE CONSTRUCTION OF SIDEWALK
FEDERAL AID PROJECT NUMBER
STP 8771-00(002) LPA/106943-701000*

***PATHWAY IMPROVEMENTS FROM TRAIN
DEPOT TO CHAIN PARK***

***FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY***



2016

PREPARED BY



6/9/2016

NEEL-SCHAFFER
Solutions you can build upon

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ The Notice to Bidders regarding DUNS Requirements has been completed and included in the contract documents.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

**PROJECT: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO
CHAIN PARK
PROJECT NO. STP-8771-00(002)LPA/106943-701000
CITY OF HATTIESBURG, MISSISSIPPI**

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

#1:	Governing Specifications
#2LPA:	Designating Owner and Engineer
#3:	Final Cleanup
#151:	Gopher Tortoises
#640:	Fiber Reinforced Concrete
#1322:	Non-use of Precast Drainage Units
#1405:	Errata and Modifications to the 2004 Standard Specifications
#1546:	Advancement of Materials
#1727:	Supplement to Railway-Highway Provision
#1727:	Railway-Highway Provision
#1902LPA:	Disadvantaged Business Enterprise Forms
#1928:	Federal Bridge Formula
#2168:	Fuel and Material Adjustments
#2382:	Status of Right of Way
#2382:	Attachments for Status of Right of Way
#3067:	Storm Water Discharge Associated with Construction Activities (≥ 1 and < 5 acres)
#3612:	Additional Erosion Control Requirements
#4214:	Safety Apparel
#4488:	DBE Forms, Participation and Payment
#4565:	Manual on Uniform Traffic Control Devices
#4566:	DUNS Requirement
#5053:	Contractor Correspondence
#5266LPA:	Supplement to Disadvantage Business Enterprise
#5266:	Disadvantage Business Enterprise
#5405:	Traffic Control Devices
#5412:	Weight Limits
#5865LPA:	Sampling and Testing of Concrete on Small LPA Projects
#5866LPA:	Payroll Requirements
#7001:	Contract Time

**Section 906 - County Wage Rates
Supplement to Form FHWA-1273
Required Federal Contract Provision Form FHWA-1273
Executive Order 11246**

Section 907 -	907-101-4:	Definitions
	907-102-4LPA:	Bidding Requirements and Conditions
	907-103-11:	Award and Execution of Contract
	907-104-5:	Scope of Work
	907-105-8:	Control of Work
	907-107-13:	Supplement to Legal Relations & Responsibility to Public
	907-107-13:	Legal Relations & Responsibility to Public
	907-107-14:	Supplement to Contractor's Protection Plan
	907-107-14:	Contractor's Protection Plan
	907-108-37LPA:	Prosecution and Progress
	907-109-8:	Measurement and Payment
	907-110-2:	Wage Rates
	907-213-2:	Agricultural Limestone
	907-216-1:	Solid Sodding
	907-227-10:	Hydroseeding
	907-237-4:	Wattles
	907-246-3:	Sandbags
	907-247-2:	Temporary Stream Diversion
	907-304-13:	Granular Courses
	907-601-1:	Structural Concrete
	907-603-8:	Culverts and Storm Drains
	907-618-13:	Temporary Construction Signs
	907-626-25:	Thermoplastic Traffic Markings
	907-699-5:	Construction Stakes
	907-701-5:	Supplement to Hydraulic Cement
	907-701-5:	Hydraulic Cement
	907-703-12:	Supplement to Aggregates
	907-703-12:	Aggregates
	907-711-4:	Synthetic Structural Fiber Reinforcement
	907-713-6:	Admixtures for Concrete
	907-714-8:	Miscellaneous Materials
	907-715-4:	Roadside Development Materials
	907-720-2:	Pavement Marking Materials
	907-804-19:	Supplement to Concrete Bridges and Structures
	907-804-19:	Concrete Bridges and Structures

Construction Progress Schedule

Section 905 - Proposal

- Proposal, Proposal Sheet
- Bid Sheets
- Certification of Performance – Prior Federal Aid Projects
- Affidavit Regarding Non-Collusion, Debarment and Suspension

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List

OCR-485-LPA – List of Firms Submitting Quotes

Appendix A – Railroad Permit

Appendix B – Norfolk Southern Checklist for Construction

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK
FEDERAL-AID PROJECT NO.
STP 8771-00(002) LPA/106943-701000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, December 1, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing an 8' wide concrete sidewalk along Buschman Street to Chain Park, and a 5' wide concrete sidewalk along Unetta Street.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

October 23, 2016

October 30, 2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2 LPA

CODE: (SP)

DATE: 04/02/2015

SUBJECT: Designating Owner and Engineer (Hattiesburg, Mississippi)

PROJECT: STP-8771-00(002) /106943-701000, Forrest County

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean *City of Hattiesburg*, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the *Engineer for City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 05/03/2004

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151

CODE: (IS)

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 640

CODE: (IS)

| DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322

CODE: (SP)

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ” ” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.
671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
709	715.09.5	In the first sentence of the first paragraph, change “guage” to “gauge”.
717	717.02.3.4	In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.
976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.
986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1727

DATE: 09/20/2007

PROJECT: STP-8771-00(002)LPA/106943-701000

After the second paragraph on page 1, add the following:

Name Insured: *Norfolk Southern*

Description and Designation: *Construction of a shared use pathway*

Mile Post: *Mile Post 84.50, near Hattiesburg, Mississippi.*

After the fourth paragraph on page 1, add the following:

Norfolk Southern Railroad

Shawn Starling, P.E.

1200 Peachtree Street, N.E.

Atlanta, GA 30309

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1727

CODE: (SP)

DATE: 09/20/2007

SUBJECT: Railway-Highway Provisions

Prior to bidding, the Contractor shall contact the Railroad concerning insurance coverage required for this project. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

The name insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Notice of starting to work, completion of any required forms, and correspondence pertaining to railroad liability insurance shall be directed to the person below.

The Contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving at least ten (10) working days prior notice to the RAILROAD authorized representative at the RAILROAD's office(s) below.

If in the opinion of the RAILROAD, the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the Contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

It will be the Contractor's responsibility to pay all bills associated with railroad flagging and cable locating. Generally, the flagging rate is \$700.00 per day (1 to 8 hours) plus overtime at \$125.00 per hour, however, the Contractor shall contact the RAILROAD to verify all rates.

A flagman is required anytime a Contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Outside Contractors are prohibited from driving on, along, or across any track that does not have

a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from the RAILROAD Engineers.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1902 LPA

CODE: (SP)

DATE: 02/26/2010

SUBJECT: Disadvantaged Business Enterprise (DBE) Forms

Anywhere in the plans, proposal and specifications where reference is made to Office of Civil Rights (OCR) Forms, it should be understood to mean Disadvantaged Business Enterprise (DBE) Forms.

The following are equivalent forms:

OCR-481	.....	OCR-481 LPA	.....	DBE-1
OCR-482	.....	OCR-482 LPA	.....	DBE-2
OCR-483	.....	OCR-483 LPA	.....	DBE-3
OCR-484	.....	OCR-484 LPA	.....	DBE-4
OCR-485	.....	OCR-485 LPA	.....	DBE-5
OCR-487	.....	OCR-487 LPA	.....	DBE-7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

| DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

| http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2168

CODE: (SP)

DATE: 11/03/2008

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 2382

CODE: (IS)

| DATE: 02/12/2009

| SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

| The status of right-of-way acquisition, utility adjustments, [encroachments](#), potentially contaminated sites [and asbestos containment](#) are set forth in [the following](#) attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 6, 2015

Mr. Andrew Hughes
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: STP-8771-00(002) LPA
106943-701000
Pathway Improvements from
Train Depot to Chain Park
City of Hattiesburg
Forrest County

Dear Mr. Hughes:

RIGHT-OF-WAY CERTIFICATION

This project will be constructed on existing right of way or other real property previously acquired and owned by the above referenced city, county or agency. Since no additional acquisition of right of way or other real property interests are required, there are no relocatees, improvements or contaminated sites involved in this project.

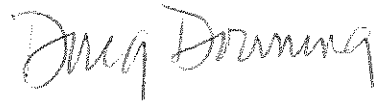
Attached:

Status of Right of Way
Encroachment Status
Hazardous Waste Status
Asbestos Abatement Status
Utility Status

Mr. Andrew Hughes
April 6, 2015
Page 2

Very truly yours,

RIGHT OF WAY DIVISION

A handwritten signature in cursive script that reads "Stephen D. Downing".

Stephen D. Downing
Assistant Division Administrator

DD:ar

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)
Project Engineer (26-01 PE)
Facility & Records Management (89-20)

STATUS OF RIGHT-OF-WAY
STP-8771-00(002) LPA
106943-701000
Pathway Improvements from Train Depot to Chain Park
FORREST COUNTY
April 6, 2015

All rights of way and legal rights of entry have been acquired except:

None.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

RIGHT-OF-WAY STATUS REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

There is no right-of-way required for this project. All work shall be completed within the limits of the existing right-of-way.

Signed:

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carier Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

RIGHT-OF-WAY ENCROACHMENT REPORT/CERTIFICATION

Forrest County, Mississippi

Project No. STP-8771-00(002) LPA/106943-701000

Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no encroachments on the subject project.

Signed:

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.

Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

HAZARDOUS WASTE SITE REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no areas suspected of having any hazardous waste or underground storage tanks.

Signed

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denarii Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

ASBESTOS ABATEMENT REPORT/CERTIFICATION

Forrest County, Mississippi
Project No. STP-8771-00(002) LPA/106943-701000
Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that the project components do not contain any known asbestos containing materials.

Signed:

A handwritten signature in cursive script, appearing to read "Lamar Rutland".

Lamar Rutland, P.E.
Engineering Director, City of Hattiesburg



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carrie Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

UTILITY REPORT/CERTIFICATION

Forrest County, Mississippi

Project No. STP-8771-00(002) LPA/106943-701000

Pathway Improvements from Train Depot to Chain Park

March 25, 2015

This is to certify that pre-construction utility adjustments required for the above reference project have all been adjusted, relocated, or removed.

There are no other known utilities in conflict with the proposed project.

Signed:

A handwritten signature in cursive script, reading "Lamar Rutland".

Lamar Rutland, P.E.

Engineering Director, City of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. David Seyfarth
District LPA Engineer (16-10)

DATE: March 31, 2015

FROM: Mr. Jared Brogan
Hattiesburg Project Office (16-13)

SUBJECT OR PROJECT NO: STP-8771-00(002)LPA/ 106943-701000
Pathway Improvements from Hattiesburg
Train Depot to Chain Park

INFORMATION COPY TO:

COUNTY: Forrest

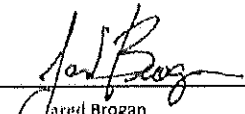
Jeff Altman- State LPA Engineer (77-01)
Kelly Castleberry- District 6 Engineer (26-01)
Ashlyn Brock- Right of Way Officer (26-01)
Ronnie Shivers-Right of Way Officer (26-01)
Lamar Rutland- City of Hattiesburg
Geoff Crosby- Neel-Schaffer, Inc.
Project File (16-13)

STATUS OF UTILITY RELOCATION WORK

There are no known utility conflicts on the above mentioned project at this time.

This is to certify that adjustments to facilities owned by the above mentioned utility companies have been completed to the best of my knowledge and are acceptable, and in accordance with the terms of the agreement. Said adjustments are located within the limits of the above mentioned LPA project.

SEE DISCLAIMER


Jared Brogan
Utility Coordinator (16-13)

Disclaimer:

The utility facilities have been identified by representatives of the Local Public Agency (LPA), or their agents. The locations of the facilities are assumed to be approximate. The Mississippi Department of Transportation (MDOT) can only show approximate location and presence based upon investigation and discovery by the LPA and its agents; and consequently cannot certify the facilities location and presence. Therefore, In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the LPA shall bear all responsibility and/ or claims associated with these facilities. Furthermore, the LPA shall indemnify and hold harmless the Mississippi Department of Transportation, the Mississippi Transportation Commission, and its representatives in the event that damages and/ or claims should arise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 3067

CODE: (SP)

| DATE: 04/14/2010

**SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)**

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

| The Contractor shall make inspections in accordance with [condition No. S-4, Page 13](#), and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, [a copy of which is provided](#). The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3612

CODE: (SP)

DATE: 08/10/2011

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- THE AREA HAS BEEN GRASSED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR
- A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR
- THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet shall be in place adjacent to the right-of-way line and at least five (5) feet adjacent to stream banks. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required.

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed will be either permanently or temporarily grassed until additional material is made available to complete these sections. All unclassified excavation on the project will still be required to be moved prior to incorporating any borrow excavation on the project. The contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

DATE: 11/29/2012

SUBJECT: Safety Apparel

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4488 LPA

CODE: (IS)

DATE: 05/01/2013

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482-LPA has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484-LPA has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Local Public Agency (LPA) Division for processing.

Bidders are also advised that Form OCR-485-LPA will be completed by ALL BIDDERS submitting a bid proposal and must be signed and included in the bid proposal package. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

DBE Forms, including Forms OCR-482-LPA, OCR-484-LPA and OCR-485-LPA, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4565

CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 4566

CODE: (SP)

| DATE: 07/02/2013

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (<http://www.sam.gov>) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5266 LPA

DATE: 11/15/2014

The goal is 5% percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs.

Delete the third paragraph under CONTRACT GOAL on page 2, and substitute the following.

The apparent lowest responsive bidder shall submit to the LPA Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, **no later than the 3rd business day after opening of the bids.**

LPA Projects: Delete entire Pre-Bid Section at the top of page 6.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5266

CODE: (IS)

| DATE: 11/12/2014

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID
HIGHWAY CONSTRUCTION**

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate.”

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs (1% or greater) shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 3rd business day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 3rd business day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.
- (3) Bidder must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. Form OCR-485 must be signed and submitted with the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal of 1% or greater must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT

S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors. This OCR-484 will be attached to the monthly estimate for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed or paid.
- (5) OCR-485: Bidder must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment
- (4) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5405

CODE: (SP)

| DATE: 02/11/2015

SUBJECT: Traffic Control Devices

Bidders are advised of the following two changes regarding traffic control devices.

Flashing Arrow Panels

| In Subsection 619.02.5 of the Standard Specifications, it states that flashing arrow panels shall meet the requirements of Section 6F.53 of the MUTCD. The new MUTCD has changed this reference to Section 6F.61. Flashing arrow panels on this project must meet the requirements of Section 6F.61 of the latest MUTCD.

Type III Barricade Rails

The use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5865 LPA

CODE: (SP)

DATE: 11/30/2015

SUBJECT: Sampling and Testing of Concrete on Small LPA Projects

Bidders are advised that the following concrete items will be tested at a reduced amount and will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications.

<u>Section</u>	<u>Description</u>
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
605	Edge Drain and Underdrain Outlet Pads
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

The material requirements for the above pay items are as follows:

1. Cement and aggregates for concrete items shall be from approved sources. Concrete shall be produced from a concrete batch plant which has a current plant calibration. The Project Engineer shall furnish plant inspection as deemed necessary for control. The producer shall furnish with each load of concrete a delivery ticket containing the following information:
 - a. Project Number
 - b. Class Concrete
 - c. Weight of Cement
 - d. Free Water in Aggregate (gallons)
 - e. Weight of Fine Aggregate
 - f. Weight of Coarse Aggregate
 - g. Water in Mix (gallons)
 - h. Number of Revolutions Mixed
 - i. Time of Batching
2. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804.
3. A set of three cylinders, slump test, and air test will be performed on the first day of production for each mix design. The compressive strength test shall be the average of three cylinders.
4. An additional set of cylinders, slump test, and air test will be performed at a minimum of rate of one per 100 cubic yards of mix produced.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7001

CODE: (SP)

DATE: 1/7/2015

SUBJECT: Contract Time

PROJECT:

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 907-108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within two months following the Date of the Notice of Execution of Contract Letter.

The Contractor shall request a Notice to Proceed / Beginning of Contract Time Date after receiving the Notice of Execution of Contract Letter and the date requested should be within the two month period following the Date of the Notice of Execution of Contract Letter.

Should the Contractor not request a Notice to Proceed Date within the two months allowed, the date for the Notice to Proceed / Beginning of Contract Time will be two months after the Date of the Notice of Execution of Contract Letter.

70 Working Days have been allowed for the completion of work on this project.

A Preconstruction Conference as required by Subsection 907-108.03.2 should be held prior to commencement of any field work by the Contractor.

General Decision Number: MS160235 04/08/2016 MS235

Superseded General Decision Number: MS20150235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	04/08/2016

* ELEC0903-006 12/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 25.30	12.5%+4.00

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING:		
Truck Driver (Line Striping		
Truck).....	\$ 14.55	0.00
INSTALLER - SIGN.....	\$ 12.19	0.00
INSTALLER: Guardrail.....	\$ 12.39	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Common or General,		
Including Asphalt Raking,		
Shoveling, Spreading.....	\$ 10.34	0.00
LABORER: Flagger.....	\$ 11.42	0.00
LABORER: Grade Checker.....	\$ 14.82	0.00
LABORER: Luteman.....	\$ 12.88	0.00

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 10.57	0.00
LABORER: Pipelayer.....	\$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 12.17	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94	0.00
OPERATOR: Bulldozer.....	\$ 13.99	0.00
OPERATOR: Concrete Saw.....	\$ 13.93	0.00
OPERATOR: Crane.....	\$ 14.80	0.00
OPERATOR: Distributor.....	\$ 11.46	0.00
OPERATOR: Grader/Blade.....	\$ 16.09	0.00
OPERATOR: Loader.....	\$ 13.99	0.00

OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 16.96	0.00
OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273

DATE: 01/06/2016

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Mississippi Department of Transportation Form CAD-720) shall include a copy of subcontract upon request for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

The Contractor is hereby advised of the requirements set forth in the following Attachment (Title 46 - Shipping) as it pertains to the implementation of Cargo Preference Act (CPA) requirements in the Federal-aid Highway Program.

By signing this contract, the Contractor agrees to conform to the requirements of the CPA.

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381.7 - Federal Grant, Guaranty, Loan and Advance at Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees --

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United

States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No.21 of 1950(64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L 91.469 (84 Stat 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) (42 FR 57126, Nov. 1, 1977]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3
SMSA Counties:	
Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin -----	30.3
Jackson -----	16.9
Non-SMSA Counties:	
George, Greene-----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	
	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	
	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	
	27.7
Adams, Amite, Wilkinson -----	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(06/28/2012)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 04/29/2014

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, seventh, eighth, and ninth paragraphs of Subsection 102.06 on page 18.

907-102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

| DATE: 07/22/2015

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change “bond” to “performance and payment bonds”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Scope of Work

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows.

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

907-105.05--Cooperation by Contractor. Delete Subsection 105.05 on page 35 and substitute the following.

907-105.05--Cooperation by Contractor. The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

907-105.05.2--Certified Erosion Control Person. On projects that require an erosion control plan, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit

requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following.

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

907-105.16--Acceptance. Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

907-105.16.2--Partial Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

907-105.16.3--Final Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

907-105.16.4.--Final Acceptance of a Project. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

| **907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-14

DATE: 06/03/2014

SUBJECT: Contractor's Protection Plan

907-107.22.1--Contractor's Erosion Control Plan. Delete the first sentence of the second paragraph of Subsection 907-107.22.1 on page 1, and substitute the following.

The time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary.

After the last paragraph of Subsection 907-107.22.1 on page 2, add the following.

As soon as the ECP has been approved, a copy of the SWPPP (Narrative, ECP with updates) shall be available on the project at all times. The Contractor shall provide and install a weatherproof enclosure, such as a mailbox, on the project at a location that will be readily accessible to the Engineer or others who may want to review the project ECP. The cost of installing and maintaining this enclosure shall be included in the prices bid for the various erosion control pay items and no direct payment will be made for this work.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-14

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Contractor's Protection Plan

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 107.22.1 on pages 65 and 66, and substitute the following.

907-107.22.1--Contractor's Erosion Control Plan. At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit to the Project Engineer for concurrence a comprehensive erosion and siltation control plan. The plan shall utilize temporary measures and permanent erosion control features to provide acceptable controls during all stages of construction. If an early Notice to Proceed is desired, the Contractor's Erosion Control Plan should be submitted to the Engineer as soon as possible after award since an approved erosion control plan is required for an early Notice to Proceed.

Approximately 60 calendar days, the time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the Contractor's erosion control plan, MDOT's review of the plan, and any revisions that may be necessary. The original contract time shall not be adjusted unless delays are caused solely by the Department for the submission, review, and concurrence of the Contractor's erosion control plan.

As a minimum, the plan shall include the following:

1. Erosion Control Plan (ECP) sheets or the plan profile sheets, 11" x 17" or larger, of all areas within the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, temporary or permanent, configuration, and placement of each item to prevent erosion and siltation. A narrative of the Contractor's temporary erosion control plan shall be submitted in a format similar to the form attached to this special provision, but must include the heading and sub-heading information. As a minimum, the narrative shall include the following:
 - A detailed description, including locations (station numbers) of the Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
 - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.

2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:
 - containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - containment and disposal of fuel / petroleum materials at staging areas on the project.

The erosion and siltation control plan shall be maintained on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the MDOT. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

907-107.22.2--Clearing and Grubbing, Haul Roads, Waste Areas, Plant Sites or Other Areas Occupied by the Contractor. Delete the fourth paragraph of Subsection 107.22.2 on page 66 and substitute the following.

Unless otherwise determined by the Engineer from a study of overall job conditions, the exposed surface area of erodible material at any one time on this project shall not exceed 19 acres without prior approval by the Engineer.

EXAMPLE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Storm Water Pollution Prevention Plan (SWPPP)
Narrative

General Permit Coverage No: MSR_____

Project Number: _____

County: _____

Route: _____

SITE INFORMATION

This project consists of grading and installing drainage structures necessary to construct approximately 6 miles of parallel lanes on SR 31 between the Hinds County Line and the Rankin County Line.

SEDIMENT AND EROSION CONTROLS

VEGETATIVE CONTROLS: Clearing and grubbing areas will be minimized to comply with the buffer zones (minimum of 15 feet along the ROW lines and 5 feet along creeks) as per the contract documents. A combination of temporary and permanent grassing will be used to protect slopes as construction progresses. **Should a disturbed area be left undisturbed for 14 days or more, temporary or permanent vegetation will be placed within 7 calendar days.**

STRUCTURAL CONTROLS: Gravel construction entrance/exit will be installed near Stations 145+50, 159+50, 164+50 & 172+50. Riprap ditch checks will be constructed at Stations 144+50, 151+75, 162+00 & 166+25. The Concrete washout area will be at Stations 140+25, 152+00 & 168+50.

HOUSEKEEPING PRACTICES: Structural BPM's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

POST-CONSTRUCTION CONTROL MEASURES: As construction is completed, permanent vegetative growth will be established on disturbed soils to improve soil stability and provide a buffer zone for loose material. Paved ditches and flumes will be placed as specified in the ECP to reduce erosion in concentrated flow areas and rip rap will be placed as specified to dissipate flow energy and reduce flow velocity.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Clearing and grubbing will be performed in 19-acre sections beginning at the BOP and temporary grassing will be installed as needed. Temporary erosion control BMP's will be installed at the drainage structures prior/during construction of the drainage structures. Grading activities will commence at the BOP and proceed towards the EOP, fill slopes will be permanently grassed in stages for fill heights that exceed 5 feet. Base materials will be installed on completed grading sections with the paving to follow.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation following every rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment basins will be cleaned out when the level of sediment reaches 2.0 feet below the top of the riser. Sediment will be removed from behind BMP's when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-37LPA

DATE: 12/17/2015

SUBJECT: Prosecution and Progress

Delete the first paragraph of Subsection 907-108.03.1 on pages 1 and 2, and substitute the following.

907-108.03.1--Progress Schedule. On working day projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

On completion date projects **which include A + B projects**, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations.

The Engineer will review Contractor prepared progress schedules and approve schedules as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-37LPA

CODE: (SP)

DATE: 6/25/2015

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following.

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484-LPA Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following.

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice to Proceed date and the Notice to Proceed date stated in the contract.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following.

907-108.03.1--Progress Schedule. On working day and completion date projects, the LPA will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer and MDOT LPA Coordinator prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the LPA shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following.

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. The preconstruction conference will be coordinated through the MDOT LPA Coordinator to insure that the proper MDOT representatives are in

attendance. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The local public agency will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following.

907-108.06.1--Based on [Working Day](#) Completion.

907-108.06.1.1--General. Contract Time will be established on the basis of [an allowable number of Working Days](#), as indicated in the contract. [A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs \(a\) and \(b\), except during the months of December, January, and February.](#)

[During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places \(0.000\)](#)

The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

907-108.06.1.2--Contract Time. The following TABLE OF ANTICIPATED [WORKING DAYS](#) indicates an average/anticipated number of [working](#) days per month.

TABLE OF ANTICIPATED **WORKING** DAYS

Month	WORKING Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

Available **working** days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date set in accordance with the contract, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Available **working** days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

An available **working** day will be assessed as follows:

(a) Any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works or could work four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, **and**

(b) Any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for six (6) or more consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works four but less than six consecutive hours,

one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraphs.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the working days assessed to-date on Form CSD-765 to the total allowable working days for the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.1.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

An extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms,

tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Working Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be on a working day basis.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

If the **contract time** of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the **working days are exhausted**, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.1.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges **for the remaining working days** will resume. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.06.2--Based on Specified Completion Date.

907-108.06.2.1--General. Contract Time will be established on the basis of a Specified Completion Date indicated in the Contract, or as determined by the Contractor in accordance with the contract documents. The span of time allowed for the completion of the work included in the contract will be known as "Contract Time".

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be the number of Calendar Days specified in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Notice to Proceed and the date representing the number of Calendar Days determined by the Contractor to complete the work.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.2--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

On all completion date contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes,

named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 907-108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.3--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge
From More Than	To and Including	Per Calendar Day
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	-----	3,500

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change “bond” to “performance and payment bond(s)”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

| DATE: 09/10/2015

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

907-109.04--Extra and Force Account Work. Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%, which also includes tax and bond.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price, including mark-up, is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first and second paragraphs of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following.

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following.

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

907-109.06.2--Advancement on Materials. Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

907-109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

Advancements will not be allowed until the Project Engineer has received copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the Department or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following.

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-110-2

CODE: (SP)

| DATE: 04/02/2010

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

| Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-213-2

CODE: (IS)

| DATE: 01/25/2008

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-213.05--Basis of Payment. Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

| Hard rock agricultural limestone will be paid for at the contract unit price per ton. Hard rock agricultural limestone with a relative neutralizing value (RNV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone

- per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-216-1

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Solid Sodding

Section 216, Solid Sodding, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-216.04--Method of Measurement. Delete the third and fourth paragraphs of Subsection 216.04 on page 144.

907-216.05--Basis of Payment. Delete the first paragraph of Subsection 216.05 on pages 144 and 145, and substitute the following.

Solid sodding will be paid for at the contract unit price per square yard, which price shall be full compensation for all labor, equipment, materials, tools, ground preparation, fertilization, and all incidentals necessary to complete the work.

Add the "907" prefix to the pay items listed on page 145.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-10

CODE: (IS)

DATE: 01/25/2012

SUBJECT: Hydroseeding

Section 907-227, Hydroseeding, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-227--HYDROSEEDING

907-227.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed.

907-227.02--Materials. The Contractor shall, prior to application, furnish the Engineer with invoices of all materials used in the grassing operation.

907-227.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients.

All fertilizers shall comply with the State fertilizer laws and Subsection 715.02.

907-227.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

Except for the germination requirements, bags of seeds properly labeled or tagged according to law and indicating characteristics meeting or exceeding the requirements of Subsection 715.03 will be acceptable for planting.

The Contractor should provide adequate dry storage facilities for seeds, and shall furnish access to the storage for sampling stored seed.

907-227.02.3--Mulching. The rate of application of fiber mulch shall be as recommended by the manufacture of the fibers mulch.

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to

contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled paper stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil, and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-227.02.3.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-227.02.3.5--Tackifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture.

The tackifier shall be of the organic or synthetic variety.

907-227.03--Construction Requirements.

907-227.03.1--Ground Preparation. Light ground preparation consists of plowing, loosening, and pulverizing the soil to form suitable beds for seeding items in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earth balls, boulders, stumps, roots and other objectionable matter. The Engineer may eliminate or alter the requirements for ground preparation due to site conditions.

907-227.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Any changes in the type or rate of application of the fertilizers shall be approved by the Engineer prior to being incorporated.

Agricultural limestone will be incorporated into the area and paid for in accordance with Section 213 of the Standard Specifications.

907-227.03.3--Seeding.

907-227.03.3.1--General. The Contractor shall use the vegetation schedule in the plan for the correct types of seed and application rates, unless otherwise noted or approved by the Engineer.

When a vegetation schedule for permanent grass is not shown in the plans, the following types of seed and application rates shall be used, unless otherwise approved by the Engineer.

Bermudagrass -----	20 pounds per acre
Bahiagrass -----	25 pounds per acre
Tall Fescue -----	15 pounds per acre
Crimson Clover -----	20 pounds per acre

At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. The Contractor should reference Section 210 of the Standard Specifications for more information.

907-227.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

Growth and coverage on seeded areas will be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified, exclusive of that from seeds not expected to have germinated and shows growth at that time, has reached a point of maturity where stems or runners overlap adjacent similar growth in each direction over the entire area.

Final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

907-227.03.4--Mulching. At the Contractor's option, mulch may be wood fiber, cellulose fiber, a mixture of wood and cellulose fibers, or straw fiber. The mulch shall be applied at the rate recommended by the manufacturer in a mixture of water, seed and fertilizer. Any changes in the rate of application of the mulch shall be approved by the Engineer prior to its use.

907-227.03.5--Equipment. Hydraulic equipment shall be used for the application of fertilizers, seeds and slurry of the prepared mulch. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-227.03.6--Protection and Maintenance. The Contractor should maintain and protect seeded areas until release of maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow or otherwise remove or destroy any undesirable growth on all areas mulched to prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-227.04--Method of Measurement. Hydroseeding, complete and accepted, will be measured by the acre. No separate payment will be made for ground preparation, seeds, fertilizers, or mulch. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

Agricultural limestone shall be measured and paid for under Section 213 of the Standard Specifications.

907-227.05--Basis of Payment. Hydroseeding, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-227-A: Hydroseeding

- per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

| DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

| **907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3

CODE: (SP)

DATE: 11/08/2010

SUBJECT: Sandbags and Rockbags

Section 907-246, Sandbags and Rockbags, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, fine aggregate, size 57 aggregate, placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags - per linear foot or each

907-246-B: Rockbags - per linear foot or each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-247-2

CODE: (SP)

| DATE: 05/20/2014

SUBJECT: Temporary Stream Diversion

Section 907-247, Temporary Stream Diversion, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-247 -- TEMPORARY STREAM DIVERSION

907-247-.01--Description. Temporary stream diversion shall consist of excavating, stockpiling excavated material, and constructing a stream diversion at a new/existing drainage structure. It shall also include preparation of the diversion stream's bottom and slopes in accordance with the erosion control drawings.

907-247.02--Materials. Geotextiles of the type specified shall meet the requirements of Subsection 714.13. Riprap of the size specified shall meet the requirements of Section 705.

907-247.03--Construction Requirements. Temporary stream diversion(s) will be constructed in accordance with the erosion control drawings.

During the excavation of the stream diversion, all excavated material shall be stockpiled and used to backfill the stream diversion when no longer needed. The stockpiled material shall be treated so the sediment runoff from the stockpile shall not contaminate surrounding areas or enter the nearby streams. If the Contractor elects not to stockpile and maintain suitable excavated material, other suitable material will be used to backfill the stream diversion at no additional costs to the State. Any excavated material that the Engineer deems to be unsatisfactory, will be removed from the project and replaced with suitable material when the stream diversion is backfilled.

907-247.04--Method of Measurement. Temporary stream diversion will be measured per each. Stream diversions that are both left and right of a station number will not be measured separately and will be measured as one unit (each).

Payment for the disposal and replacement of the unsuitable excavated material during the construction of the stream diversion will be measured and payment made under the appropriate pay items.

| **907-247.05--Basic of Payment.** Temporary stream diversion, measured as prescribed above, will be paid for per each, which prices shall be full compensation for all excavation, backfill, geotextile fabric, pumps, pipe, sandbags, riprap, silt fence, maintenance of the installation, backfill after no longer needed, and for all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

907-247-A: Temporary Stream Diversion

- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-13

CODE: (SP)

DATE: 06/06/2012

SUBJECT: Granular Courses

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following.

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values.

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

907-304.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8

CODE: (SP)

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

Section 603, Culverts and Storm Drains, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from “floating”.
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the “907” prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.03--Construction Requirements.

907-618.03.2--Barricades, Signs, and Flaggers. Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

907-618.05--Basis of Payment. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

907-618-B: Additional Construction Signs - per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-699-5

CODE: (SP)

DATE: 12/17/2013

SUBJECT: Construction Stakes

Section 699, Construction Stakes, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-699 - CONSTRUCTION STAKES

907-699.01--Description. This work consists of performing all calculations and other work necessary to establish and/or verify all horizontal and vertical control data; and furnishing, placing and maintaining roadway construction stakes or bridge construction stakes, or both, necessary for the proper prosecution of all features and items of the work under contract. This shall include, but not be limited to, grades and drainage structure locations, lengths, elevations and skews. When the contract includes a pay item for roadway construction stakes as provided herein, any references in other sections of the Standard Specifications to establishment of control points or construction staking "by the Department" shall be construed to mean "by the Contractor".

This work may be performed utilizing Automated Machine Guidance technologies and systems in accordance with the standard specifications and contract documents. Automated Machine Guidance (AMG) is defined as the utilization of positioning technologies such as Global Positioning Systems (GPS), Robotic Total Stations, lasers, and sonic systems to automatically guide and adjust construction equipment according to the intended design requirements. Global Positioning Systems (GPS) shall NOT be used for determining any points above the subgrade line. The Contractor may use any type of AMG system(s) that result in compliance with the contract documents and applicable Standard Specifications.

Automated Machine Guidance (AMG) is not a mandatory requirement. Automated Machine Guidance (AMG), conventional staking, or a combination of both may be used at the Contractor's option for staking on this project.

907-699.02--Materials. The Contractor shall furnish all personnel, materials, equipment and devices necessary for determining, establishing, setting, checking and maintaining points, lines, grades and layout of the work. All surveying equipment shall be properly adjusted and suited for performing the work required. Traffic control necessary for the proper execution of the work shall be furnished by the Contractor without separate measurement for payment. Stakes shall be of sufficient length, thickness and quality to serve the purpose for which they are being used.

All equipment required to accomplish automated machine guidance shall be provided by the Contractor. The Contractor may use any type of AMG equipment that achieves compliance with the contract documents and applicable Standard Specifications.

The Contractor shall provide the Department with an acceptable portable grade-verification device (Rover) to be used by the Department during the duration of the contract. On large projects with high production rates, the Contractor may have to provide more than one device. At the end of the contract, the device will be returned to the Contractor. This device shall have the same capabilities as the unit used by the Contractor.

907-699.03--Construction Requirements.

907-699.03.1--General. The Department will establish, one time only, secondary control points with elevations at distances not to exceed 1500 feet or that minimum distance necessary to maintain inter-visibility. For bridge work, the Engineer's field control will consist of a stationed baseline reference point near each end of the bridge(s) and one accessible bench mark near each bridge site. For the purpose of determining responsibility for construction stakes, lines and grades, a box bridge will not be considered as a bridge. The Contractor shall verify the accuracy of the control points before proceeding with the layout for construction.

When errors are discovered and control points do not agree with the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five (5) working days of any corrective actions which may be deemed necessary.

The Contractor will be responsible for verifying and modifying, as necessary to best fit existing field conditions, lengths, locations, elevations and skew angles of all drainage structures shown on the construction plans. All junction box and inlet locations and heights shall also be verified and modified as necessary to fit existing field conditions. Modifications to the plans shall not be made without the consent of the Project Engineer. The Contractor will not be responsible for determining the size of drainage structures, but should immediately report any suspected error to the Engineer. Heights of fill over drainage structures shall be checked to verify class of pipe, bedding and the appropriate standard and/or modified standard drawing(s) required in the construction with any differences from the plans being reported to the Engineer.

The Contractor shall perform work necessary to verify alignment and plan grades on all roadway intersections and tie-ins. Any discrepancies in grades, alignment, location and or dimension detected by the Contractor shall immediately be brought to the attention of the Project Engineer.

The Contractor shall employ sufficient qualified personnel experienced in highway surveying and layout to complete the work accurately. The Contractor shall also determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grades required to meet field conditions shall be resolved with the Engineer and shall not be considered justification for adjusting contract price or time.

Examples of minor variations in layout and grades are:

- (a) Adjustment of drainage or other structure length, alignment, and flow line elevation.

(b) The adjustment of grades and alignment at roadway intersections, cross-overs, railroad crossings, interchanges, existing bridges and roadways.

(c) Adjustment of curve data.

The Contractor will be responsible for calculating and laying out all additional lines, grades, elevations and dimensions necessary to construct the work required in the plans. All grades and other layout data computed by the Contractor shall be recorded and a copy of this data shall be furnished, with sufficient time for checking, to the Engineer before field work is started. The originals of all data shall be furnished to the Engineer on or before final inspection for the Department's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking tolerance verification checks or other notes to determine whether specified tolerances are met. Any inspection or checking of the Contractor's layout by the Engineer and the approval of all or any part of it will not relieve the Contractor of the responsibility to secure proper dimensions, grades, and elevations of the several parts of the work.

Prior to beginning construction on any structure which is referenced to an existing structure or topographical feature, the Contractor shall check the pertinent location and grades of the existing structures or topographical features to determine whether the location and grade shown on the plans are correct.

The Contractor shall stake centerline control at each station, BOP, EOP, PC, PT, SC, CS, TS, ST, and equations just before field cross sectioning by the Department for both original and final cross sections.

The Contractor shall furnish "as built" finish centerline elevations to the Project Engineer prior to final inspection of the project.

The Contractor shall set stakes and/or flags on the right-of-way line at each station and right-of-way break or as directed by the Engineer before clearing operations are started on any section of roadway.

Regardless of the method used, the Contractor shall meet the surface tolerances addressed in Section 321.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when they are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The duties performed by said Registrant shall conform to the definitions under the "practice of engineering" and practice of "land surveying" in Mississippi Law and the latest edition of the MDOT Survey Manual. The MDOT Survey Manual can be obtained online at the following address.

<http://sp.mdot.ms.gov/RoadwayDesign/Pages/MDOT-Survey-Manual.aspx>

The Contractor shall not engage the services of any person in the employ of the Department for the performance of any of the work covered by this Section or any person who has been employed by the Department within the past six months except those who have legitimately retired from service with the Department during this period.

All cross sections, measurements, and tickets required for determining pay quantities will be the responsibility of the Department.

The Department reserves the right to check for accuracy any or all of the Contractor's layout work and shall be assisted by the Contractor's personnel in such checking. When errors or discrepancies are found, the Contractor will take measures necessary to correct, at no expense to the State, any construction that has been performed using the improper layout. Any inspection, checking and approval thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure correct dimensions, grades, elevations, alignments and locations of the work for satisfactory completion of the project and as a condition for final acceptance by the Department.

907-699.03.2--Conventional Staking. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the conventional staking method.

On grading projects, the Contractor shall set slope stakes at each station and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The Contractor shall set subgrade blue tops on centerline, break points and at the left and right subgrade shoulder lines at intervals of not more than 100 feet on tangents and intervals of not more than 50 feet in curves. Closer intervals will be required for sharp changes in grades or alignment, widening, or super elevation.

The Contractor shall furnish personnel to assist the Engineer in taking stringline and other notes to determine whether specified tolerances are met.

On paving contracts, the Contractor shall set subgrade, base and paving blue tops. The base and pavement grade stakes shall be set on intervals in accordance with the applicable requirements of Sections 321, 403 and 501.

907-699.03.3--Automated Machine Guidance. In addition to the requirements set forth in Subsection 907-699.03.1, the following shall be required when using the automated machine grading method.

907-699.03.3.1--Automated Machine Guidance Work Plan. The Contractor shall submit a comprehensive written Automated Machine Guidance Work Plan to the Engineer for review at least 30 days prior to use. The Project Engineer will have to concur with the Plan prior to the Contractor performing any AMG work. The submittal of an AMG Work Plan shall be an indication of the Contractor's intention to utilize AMG instead of conventional methods on the

project areas and elements stated in the Work Plan. The Engineer shall review the Automated Machine Guidance Work Plan to ensure that the requirements of this special provision are addressed. The Contractor shall assume total responsibility for the performance of the system utilized in the Work Plan. Any update or alteration of the Automated Machine Guidance Work Plan in the course of the work shall be approved and submitted to MDOT for determination of conformance with requirements of this special provision.

The Automated Machine Guidance Work Plan shall describe how the automated machine guidance technology will be integrated into other technologies employed on the project. This shall include, but not limited to, the following:

1. A description of the manufacturer, model, and software version of the AMG equipment.
2. Information on the Contractor's experience in the use of Automated Machine Guidance system (or Related Technologies) to be used on the project, including formal training and field experience of project staff.
3. A single onsite staff person as the primary contact, and up to one alternate contact person for Automated Machine Guidance technology issues.
4. A definition of the project boundaries and scope of work to be accomplished with the AMG system.
5. A description of how the project proposed secondary control(s) is to be established. It shall also include a list and map detailing control points enveloping the site.
6. A description of site calibration procedures including, but not limited to, equipment calibration and the frequency of calibration as well as how the equipment calibration and information will be documented to MDOT and the Project Engineer. The documentation shall contain a complete record of when and where the tests were performed and the status of each equipment item tested within or out of the ranges of required tolerances.
7. A description of the Contractor's quality control procedures for checking mechanical calibration and maintenance of equipment. It shall also include the frequency and type of checks to be performed.
8. A description of the method and frequency of field verification checks and the submission schedule of results to the Project Engineer.
9. A description of the Contractor's contingency plan in the event of failure/outage of the AMG system.
10. A schedule of Digital Terrain Models (DTM) intended for use on the project. This shall be submitted to the Engineer for review, feedback, and communication.

907-699.03.3.2--State's Responsibilities. The District Surveyor will set the primary horizontal and vertical control points in the field for the project as per latest edition of the MDOT Survey Manual. The control points shall be in Mississippi State Plane coordinate system.

MDOT will provide an electronic alignment file and primary control file for the project. This file will be based on the appropriate Mississippi State Plane Coordinate Zone either West or East. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats. The Contractor shall perform necessary conversion of the files for their selected grade control equipment, field verify the data for accuracy, and immediately report any errors to

MDOT.

MDOT will provide design data, if available, in an electronic format to the Contractor. These files will be created with the computer software applications MicroStation (CADD software) and GEOPAK (civil engineering software). The data files will be provided in the native formats as specified in the Data Format section of this specification. No guarantee is made to the data accuracy or completeness, or that the data systems used by MDOT will be directly compatible with the systems used by the Contractor. Information shown on the paper plans marked with the seal (official plans as advertised) shall govern.

The Engineer will perform spot checks as necessary of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in accordance with the Specifications, the Engineer shall order the Contractor to re-construct the work to the requirements of the contract documents at no additional cost to the Department.

907-699.03.3--Contractor's Responsibilities. The Contractor shall provide formal training, as requested, on the use of the Automated Machine Guidance Equipment, including Rover, and the Contractor's systems to MDOT project personnel prior to the start of construction activities utilizing AMG. This training is for providing MDOT project personnel with an understanding of the equipment, software, and electronic data being used by the Contractor.

The Contractor shall use the alignment and control data provided by MDOT.

The Contractor shall bear all costs, including but not limited to the cost of actual reconstruction work that may be incurred due to errors in application of Automated Machine Guidance techniques or manipulation of MDOT design data in Digital Terrain Models (DTM). The Contractor shall also bear all costs associated with any graphical grading outside the model / typical section, such as tying to existing grades at the beginning or end of a project.

The Contractor shall be responsible for converting the information on the plans and/or electronic data file provided by MDOT into a format compatible with the Contractor's AMG system.

The Contractor shall establish secondary control points at locations along the length of the project and outside the project limits and/or where work is performed beyond the project limits as required by the Automated Machine Guidance system utilized. The Contractor shall establish this secondary control using survey procedures as outlined in the latest edition of the MDOT Survey Manual. A copy of all new control point information shall be provided to the Engineer prior to construction activities. The Contractor shall be responsible for all errors resulting from their efforts and shall correct deficiencies to the satisfaction of the Engineer and at no additional cost to the State.

The Contractor shall preserve all reference points and monuments that are established by the District Surveyor outside the construction limits. If the Contractor fails to preserve these items, they shall be re-established by the Contractor to their original quality at no additional cost to the State.

The Contractor shall set grade stakes at the top of the finished sub-grade and base course at all hinge points on the typical sections at 1000-foot maximum intervals on mainline, critical points such as, but not limited to, PC's, PT's, beginning and ending super elevation transition sections, middle of the curve, and at least two locations on each of the side roads and ramps, and at the beginning and end of each cross slope transition where Automated Machine Guidance is used. These grade stakes shall be established using conventional survey methods for use by the Engineer to check the accuracy of the construction.

On grading projects, the Contractor shall set slope stakes and centerline stationing every 500 feet and at the beginning and end of spirals and curves. Closer intervals will be required for sharp changes in grades or alignment, widening and certain other geometric details.

The staking requirements for pavement grade stakes addressed in Sections 403 and 501 will not apply. The Contractor shall furnish an acceptable portable grade-verification device(s) (Rover) to verify grade tolerances.

The Contractor will be required to set 20 grade points (hubs) per mile at locations determined by the Engineer for field verification. If tolerances are not met, additional grade points may be required by the Engineer.

The Contractor shall furnish personnel to assist the Engineer in taking tolerance verification checks as necessary to determine whether specified tolerances are met.

The Contractor shall meet the same accuracy requirements as detailed in the Mississippi Standard Specifications for Road and Bridge Construction.

The Contractor shall be responsible for implementing the AMG system using the Mississippi State Plane Coordinate System. No localization methods will be accepted.

907-699.03.3.4--Data Format. It is the Contractor's responsibility to produce the Digital Terrain Model(s) and/or 3D line work needed for Automated Machine Guidance. MDOT does not produce this data in its design process. MDOT does provide CADD files created in the design process to the Contractor. The CADD files provided by MDOT are provided in the native software application formats in which they are created with no conversions, and their use in developing 3D data for machine guidance is at the discretion of the Contractor. The CADD files that may be available are listed below. Cross-Sections are one of the items provided but are not necessarily created at critical design locations. Therefore their use in Digital Terrain Models (DTM) for AMG is limited.

1. Project Control - Microstation DGN file and ASCII file
2. Existing Topographic Data - Microstation DGN file(s)
3. Preliminary Surveyed Ground Surface - GeoPak TIN, if available
4. Horizontal and Vertical alignment information - GeoPak GPK file and/or Microstation DGN file(s)
5. 2D Design line work (edge of pavement, shoulder, etc.) - Microstation DGN file(s)

6. Cross sections - Microstation DGN file(s), GeoPak format
7. Superelevation - Microstation DGN file(s), GeoPak format
8. Form Grades - Microstation DGN file(s)
9. Design Drainage - Microstation DGN file(s)

It is expressly understood and agreed that MDOT assumes no responsibility in respect to the sufficiency or accuracy of these CADD files. These files are provided for convenience only and the contract plans are the legal document for constructing the project.

907-699.04--Method of Measurement. Construction stakes will be measured as a lump sum quantity. When Pay Item No. 907-699-A, Roadway Construction Stakes, is provided in the contract, measurement shall include the staking of all bridges, including detour bridges, which are a part of the contract.

907-699.04.1--Roadway Construction Stakes. Roadway Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract amount is earned from all direct pay items, 10 percent of the amount bid for Roadway Construction Stakes will be paid.
- (b) When five percent of the original contract amount is earned from all direct pay items, 25 percent of the amount bid for Roadway Construction Stakes will be paid.
- (c) When 20 percent of the original contract amount is earned from all direct pay items, 50 percent of the amount bid for Roadway Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of the original value of all direct pay items, the amount paid will be based on the contract percent complete.

907-699.04.2--Bridge Construction Stakes. Bridge Construction Stakes will be measured for payment in accordance with the following schedule:

- (a) When one percent of the original contract value of all bridge items is earned, 10 percent of the amount bid for Bridge Construction Stakes will be paid.
- (b) When five percent of the original contract value of all bridge items is earned, 25 percent of the amount bid for Bridge Construction Stakes will be paid.
- (c) When 20 percent of the original contract value of all bridge items is earned, 50 percent of the amount bid for Bridge Construction Stakes will be paid.
- (d) After the Contractor has earned 50 percent of original contract value of all bridge items, the amount paid will be based on the percentage of work completed on all bridge items.

907-699.05--Basis of Payment. Construction stakes, measured as prescribed above, will be paid for at the contract lump sum price, which shall be full compensation for completing the work.

Payment will be made under:

907-699-A: Roadway Construction Stakes - lump sum

907-699-B: Bridge Construction Stakes - lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-5

DATE: 09/17/2014

SUBJECT: Hydraulic Cement

In the last paragraph of Subsection 907-701.04.1.1 on page 3, change “AASHTO Designation: M 240, Table 3” to “AASHTO Designation: M 240, Table 4”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-701-5

CODE: (SP)

| DATE: 08/20/2014

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85. Type III cement conforming to AASHTO Designation: M85 or Type III (MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

* The values listed in this table for replacement of portland cement by the cementitious materials listed are maximums and shall not be exceeded. The

minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

** Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".

*** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04.

**** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

Type IS – Portland blast-furnace slag cement

Type IP – Portland-pozzolan cement

Type IL – Portland-limestone cement

Blended cement Types IS and IP for use in portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3 and the "(MS)" suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement shall be made with clinker that would result in cement meeting the requirements of Subsection 907-701.02.1.2 when used in the production of AASHTO Designation: M 85, Type I or Type II cement.

907-701.04.2--Replacement by Other Cementitious Materials. The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% fly ash or 45% GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement Types IS and IP.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 3.

When portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-703-12

DATE: 01/29/2015

SUBJECT: Aggregates

In the title of Subsection 907-703.06 on page 2, delete “Hot Mix”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-12

CODE: (IS)

DATE: 10/28/2014

SUBJECT: Aggregates

Section 703, Aggregates, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-703.03.2.4--Gradation. Delete the table in Subsection 703.03.2.4 on page 611 and substitute the following.

**Table of Sizes and Gradation of Coarse Aggregate
for Portland Cement Concrete**

Square Mesh Sieves	Percent Passing by Weight						
	Size No. 467	Size No. 57	Size No. 67	Size No. 7	Size No. 78	Size No. 8	Size No. 89
2 inch	100						
1½ inch	95-100	100					
1 inch		80-100	100				
¾ inch	35-70		80-100	100	100	100	
½ inch		25-60		90-100	90-100	95 100	100
⅜ inch	10-30		20-55	40-70	40-75	75-100	85 100
No. 4	0-5	0-10	0-10	0-15	5-25	5-30	20-40
No. 8		0-5	0-5	0-5	0-10	0-10	0-10
No. 16					0-5	0-5	0-5

Delete the last sentence of the last paragraph of Subsection 703.03.2.4 on page 611.

907-703.04--Aggregate for Crushed Stone Courses.

907-703.04.1--Coarse Aggregate. Delete the first paragraph of Subsection 703.04.1 on page 611, and substitute the following.

Coarse aggregate, defined as material retained on No. 8 sieve, shall be either crushed limestone, steel slag, granite, concrete, or combination thereof. Crushed concrete is defined as recycled concrete pavement, structural concrete, or other concrete sources that can be crushed to meet the gradation requirements for Size No. 825B as modified below. In no case shall waste from concrete production (wash-out) be used as a crushed stone base.

907-703.04.2--Fine Aggregate. Delete the first sentence of the first paragraph of Subsection 703.04.2 on page 612, and substitute the following.

Fine aggregate, defined as material passing the No. 8 sieve, shall be material resulting from the crushing of limestone, steel slag, granite, concrete, or combination thereof.

Delete the third paragraph of Subsection 703.04.2 on page 612.

907-703.04.3--Gradation. In the table of Subsection 703.04.3 on page 613, change the requirement for the 1-inch sieve under Size No. 825 B from “75 - 98” to “75 - 100”.

After the table in Subsection 703.04.3 on page 613, add the following.

If crushed concrete is used, the crushed material shall meet the gradation requirements of Size No. 825 B with the exception that the percent passing by weight of the No. 200 sieve shall be 2 – 18.

907-703.06--Aggregates for Hot Mix Asphalt.

907-703.06.1--Coarse Aggregates. Delete the third paragraph of Subsection 703.06.1 on page 613, and substitute the following.

When tested in accordance with AASHTO Designation: T 19, the dry rodded unit weight of all aggregates except expanded clay and shale shall not be less than 70 pounds per cubic foot.

907-703.06.1.2--Fine Aggregates. Delete the last sentence of Subsection 703.06.1.2 on page 614.

907-703.14--Aggregates for Bituminous Surface Treatments.

907-703.14.2--Detail Requirements.

907-703.14.2.1--Gradation. In the table entitled “Gradation Requirements For Cover Aggregate” in Subsection 703.14.2.1 on page 622, delete the requirement for the No. 16 sieve for Size No. 7 under the column “Slag or Expanded Clay”.

Delete Subsection 703.19 on page 624, and substitute the following.

907-703.19--Lightweight Aggregate for Concrete.

907-703.19.1--Lightweight Aggregate for Structural Concrete. Lightweight aggregate for structural concrete shall meet the requirements of AASHTO Designation: M 195.

907-703.19.2--Lightweight Aggregate for Internal Curing of Concrete. Lightweight aggregate for internal curing of concrete shall meet the requirements of ASTM Designation: C 1761. The lightweight aggregate shall meet the gradation requirements listed in Table 1 for either “9.5 mm to 2.36 mm (3/8 in. to No. 8)” Coarse aggregate, “9.5 mm to 0 (3/8 in. to 0)” Combined fine and coarse aggregate, or “4.75 mm to 0 (No. 4 to 0)” Fine aggregate. The fineness modulus of the lightweight aggregate shall not be less than 2.70.

907-703.20--Aggregate for Stabilizer.

907-703.20.3--Gradation. Delete the table and notes in Subsection 703.20.3 at the top of page 626, and substitute the following.

PERCENT PASSING BY WEIGHT

Square Mesh Sieves	Shell	Coarse			Medium	Fine
		Size I	Size II Note (1)	Size III Note (3)		
3 inch	90-100			100		
2 1/2 inch				90-100		
2 inch		100				
1 1/2 inch		90-100	100	25-60		
1 inch		80-100	97-100			
3/4 inch		55-100	55-100	0-10		
1/2 inch		35-85	35-85	0-5	100	
3/8 inch		12-65	12-65		97-100	
No. 4, Note (2)		0-30	0-30		92-100	
No. 10		0-8	0-8		80-100	100
No. 40	0-5				10-40	80-100
No. 60					0-20	30-100
No. 100						15-80
No. 200		0-4	0-4		0-5	0-30
PI Material Passing No. 40					6 or less	0

Note (1): Size II is intended for use in bases in which portland cement is used.

Note (2): Ground shell shall contain at least 97% passing the No. 4 sieve.

Note (3): Size III is intended for use in stabilized construction entrances.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4

CODE: (IS)

DATE: 06/26/2009

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),

$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),

L is the span, (in),

b is the width of the specimen at the fracture, (in), and

d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150} , f_{150}^{150} , and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-6

CODE: (SP)

DATE: 03/17/2016

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the responsibility of the Contractor to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following.

907-713.02--Admixtures for Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D. Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as

originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.4--Waterproofing Admixture. This product is used as a waterproofing admixture for cast in place concrete bridge decks and bridge deck topping.

The Contractor shall submit manufacturer's product data and installation methods for each type of the products required to demonstrate the product complies with specifications.

The materials shall be installed in accordance with manufacturer's instructions.

The waterproofing admixture shall be one of the following, or an approved equal.

- Xypex Admix
- Everdure Caltite
- Hycrete W1000

The dosage rate for the above admixtures shall be as follows:

- Xypex Admix shall be 15 pounds per cubic yard.
- Everdure Caltite shall be a minimum of 1.5% by weight of cement.
- Hycrete W1000 shall be a minimum one (1) gallon per cubic yard.

Any retardation of set that occurs will depend upon the concrete mix design and the dosage rate of the admixture.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-714-8

CODE: (IS)

| DATE: 05/01/2013

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following.

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 8.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following.

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following.

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case

by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following.

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair. Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of $\pm 0.15\%$ in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following.

Approved Non-“Fast Set” Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

“***Fast Set Epoxy***” may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. “Fast Set Epoxy” refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-4

CODE: (IS)

DATE: 05/01/2013

SUBJECT: Roadside Development Materials

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-715.02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following.

907-715.02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715.02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows.

$$\% \text{ RNV} = \text{CCE} \times (\% \text{ passing \#10 mesh} + \% \text{ passing \#50 mesh}) / 2$$

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98
Wheat	-	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

| DATE: 05/01/2013

| SUBJECT: Pavement Marking Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

| **907-720.01--Glass Beads.** After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following.

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following.

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-19

DATE: 03/22/2016

SUBJECT: Concrete Bridges and Structures

Delete the second and third paragraphs of Subsection 907.804.03.16.2 on page 37, and substitute the following.

For bridge decks when the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods. Additionally, when the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-19

CODE: (SP)

DATE: 11/10/2015

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-804--CONCRETE BRIDGES AND STRUCTURES

907-804.01--Description. This work consists of constructing concrete bridges and structures in accordance with these specifications and in reasonably close conformity with the dimensions, designs, lines, and grades indicated on the plans or established.

Construction of box bridges shall be in accordance with Sections 601 and 602.

907-804.02--Materials.

907-804.02.1--General. Concrete produced and controlled from this specification shall be accepted upon proper certification of concrete production through an approved quality control program and verification by job site acceptance criteria. The Contractor shall develop and implement a quality control program which shall be used to maintain the required properties of concrete. For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results. For projects less than or equal to 200 cubic yards, refer to the requirements of TMD-20-05-00-000 "Sampling and Testing of Small Quantities of Miscellaneous Materials" for mixture design and testing requirements.

The materials for concrete bridges and structures, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement	907-701.01 and 907-701.04
Admixtures	713.02
Fly Ash	714.05
Ground Granulated Blast Furnace Slag (GGBFS)	907-714.06
Silica Fume	907-714.07.2
Water	714.01.1 and 714.01.2
Fine Aggregate	703.02
Coarse Aggregate	703.03
Lightweight Aggregate	907-703.19
Curing Materials	713.01

Joint Materials	707.01, 707.02, and 707.07
Structural Steel Joints and Bearing Devices	717.01
Bearing Pads	714.10
Wire Rope or Wire Cable for Prestressed Concrete	700.01 and 711.03
Sprayed Finish for Concrete Surface	714.12
Reinforcing Steel	711.02

907-804.02.2--Use, Care, and Handling. The use, care, and handling of materials shall conform to the applicable requirements of Subsection 501.03.10 and the specific requirements of Subsections 907-804.02.4 and 907-804.02.5. Unless otherwise authorized, only fine aggregate or coarse aggregate of one type and from the same source shall be used in the construction of any one unit of a structure. Should the Contractor, with written permission of the Engineer, elect to substitute high early strength cement for cement of the type specified, the Contractor will not receive additional compensation for the substitution.

907-804.02.3--Blank.

907-804.02.4--Care and Storage of Concrete Aggregates. The handling and storage of aggregates shall be such as to prevent segregation or contamination with foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

When specified, coarse aggregates shall be separated into two or more sizes in order to secure greater uniformity of the concrete mixture. Different sizes of aggregate shall be stored in separate stock piles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

907-804.02.5--Storage of Cementitious Materials. All cementitious materials shall be stored in suitable weather-proof buildings or bins. These buildings or bins shall be placed in locations approved by the Engineer. Provision for storage shall be ample, and the shipments of cementitious materials as received shall be stored separately or other provisions made to the satisfaction of the Engineer for easy access for the identification, inspection, and sampling of each shipment as deemed desirable. Stored cementitious materials shall meet the test requirements at any time after storage when a retest is ordered by the Engineer.

On small jobs, open storage consisting of a raised platform and ample waterproof covering may be permitted by written authorization from the Engineer.

When specified, the Contractor shall keep accurate records of deliveries of cementitious materials and of their use in the work. Copies of these records shall be supplied in the form required by the Engineer.

907-804.02.6--Classification and Uses of Concrete. When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes and their uses are as follows:

- (1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- (2) Class A - Concrete shown as Class A shall herein be classified as and required to meet the performance criteria of Class AA.
- (3) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- (4) Class C - Massive sections or lightly reinforced sections.
- (5) Class D - Massive unreinforced sections and riprap.
- (6) Class F - Concrete for prestressed members.
- (7) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- (8) Class S - For all seal concrete deposited under water.
- (9) Class DS - Drilled Shaft

907-804.02.7--Blank.

907-804.02.8--Laboratory Accreditation. The Contractor shall be responsible for furnishing the laboratory used to perform concrete quality control tests. The laboratory may be the Contractor's facility, the concrete producer's facility, or a certified independent testing laboratory.

Only laboratories certified by the Mississippi Department of Transportation are qualified to perform material testing. Certification by AASHTO Accreditation Program (AAP) will be acceptable if the laboratory is listed in the latest AAP publication and maintains accreditation to completion of concrete work.

The Contractor's laboratory designated for quality control testing shall have equipment necessary to test aggregates and concrete for the test methods listed in Table 1.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: T 2	Sampling Aggregates
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 23	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method *
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying

AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
ASTM: C 1064	Standard Test Method for Temperature of Freshly Mixed Hydraulic Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

* Equipment necessary for either pressure or volumetric air content.

** Equipment necessary for estimating concrete strength following the maturity method.

Testing equipment shall have been inspected by the Department or through the AASHTO Accreditation Program. Testing equipment calibration files shall be made available upon request by the Department.

907-804.02.9--Testing Personnel. Technicians testing portland cement concrete, for either acceptance or production control purposes, shall be certified by an accepted certification program. Recertification is required for each Class after five years. Certification requirements are listed in Table 2.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation: R 60, T 23, T 119, T 121, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of a MDOT Class II certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III certification
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III certification or Two hours maturity method training

* Technicians making concrete test specimens for meeting the requirements of Subsection 907-804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician-Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician-Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

Specific requirements for each level of certification are in the latest edition of the Department's *Concrete Field Manual*. Current MDOT Class I, MDOT Class II, and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon expiration of a current certification, recertification with the certifications listed in Table 2 shall be required. Technicians performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mixture Design. At least 10 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the contract plans and shall meet the requirements of the "Master Proportion Table for Structural Concrete Design" listed in Table 3. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-804.02.10.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

Table 3
MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN

Class	Coarse Aggregate Size No.*	Maximum Water/Cementitious** Ratio	Specified Compressive Strength (f'_c) psi	Maximum Permitted Slump*** inches	Nominal Total Air Content**** %
AA*****	57 or 67	0.45**	4000	3***	4.5*****
B	57 or 67	0.50	3500	4	4.5
C	57 or 67	0.55	3000	4	4.5
D	57 or 67	0.70	2000	4	4.5
F	67	0.40	5000	3	*****
FX	67	(As per mixture design)	(As shown on plans)	3	*****
S	57 or 67	0.45	3000	8	4.5
DS	67	0.45	4000	***	*****

* Maximum size aggregate shall conform to the concrete mixture design for the specified aggregate. Other smaller coarse aggregate sizes meeting the requirements of Subsection 907-703.03.2.4 may also be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 may also be used as a partial replacement for fine aggregate.

** The replacement limits of portland cement by weight by other cementitious materials (such as fly ash, GGBFS, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

For Class AA concrete for concrete bridge decks, the water / cementitious ratio range shall be 0.43 – 0.45 and the maximum cementitious material content shall be 550 pounds per cubic yard. The “maximum cementitious material content” refers to the total weight of Portland cement, blended hydraulic cement, GGBFS, silica fume, and fly ash.

*** Unless otherwise specified, minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

For Class AA concrete for concrete bridge decks the maximum permitted slump may be increased to five (5) inches. Also, for each additional pound of fibers per cubic yard added in excess of the requirement in Note ***** , an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class AA not used in bridge decks and all other Classes of concrete, the maximum permitted slump may be increased to eight (8) inches.

For Class DS concrete for drilled shafts the slump range shall be 8 inches $\pm$ 1 inch.

***** The tolerance on total air content shall be $\pm$ 1.5%. For Class AA concrete for concrete bridge decks, the nominal total air content may be increased to 6.5%.

***** For Class AA concrete for concrete bridge decks, an approved synthetic structural fiber meeting the requirements of Special Provision 907-711, Synthetic Structural Fiber Reinforcement, shall be incorporated into the mixture at 1.25 times the approved dosage rate.

***** Entrained air is not required except for concrete exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the nominal total air content shall be 4.5%.

At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Mixture designs containing accelerating admixtures will not be approved. Any combinations of admixtures shall be approved by the Engineer before their use.

907-804.02.10.1--Proportioning of Portland Cement Concrete Mixture Design. Proportioning of portland cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated. The record of tests from which the standard deviation is calculated shall:

- a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- b) Represent concrete produced to meet a specified strength.
- c) Consist of 10 consecutive tests, average of two cylinders per test, tested at 28 days.

The standard deviation, s , shall be calculated as:

$$s = \left[\sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

X_i = the strength result of an individual test

$\bar{X}$ = the average of individual tests in the series

N = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-804.02.10.1.2 shall govern.

The required average compressive strength (f'_{cr}) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation, s , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

f'_c = specified compressive strength of concrete, psi

f'_{cr} = required average compressive strength of concrete, psi

s = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above f'_c .

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- a) The combination of materials shall be those intended for use in the proposed work.
- b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- c) Trial mixtures shall be designed to produce a slump within $\pm 3/4$ inch of the maximum permitted, and for air-entrained concrete, ± 0.5 percent of the maximum total air content. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.
- e) The required average strength of laboratory trial mixes shall exceed f'_c by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.

- f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

907-804.02.10.2--Documentation of Average Strength. Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

907-804.02.10.3--Field Verification of Concrete Mixture Design. Concrete mixture designs will only be tentatively approved pending field verification. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing, once the mixture design has passed the field verification process.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mix. Aggregates and concrete tests during the first placement shall be as follows.

<u>Aggregates</u>	<u>Concrete</u>
Bulk Specific Gravity	Water Content
Moisture	Slump
Gradation	Air Content
	Unit Weight
	Yield

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note *** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note ***** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in

Note ***** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note ***** below Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within 30 days prior to installation of the trial shaft, with personnel from the Materials Division present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four (4) cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

907-804.02.10.4--Adjustments of Mixtures. The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's *Concrete Field Manual*, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 907-804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture

compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. The Contractor shall provide and maintain a quality control program that will provide reasonable assurance that all materials and products submitted to the Department for acceptance will conform to the contract requirements, whether manufactured or processed by the Contractor or procured from suppliers, subcontractors, or vendors.

The Contractor's Quality Control program shall implement the minimum quality control requirements shown in Table 4, "CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL". The quality control activities shown in the table are considered to be normal activities necessary to control the production and placing of a given product or material at an acceptable quality level. To facilitate the Department's activities, all completed gradation samples shall be retained for a maximum of sixty (60) days by the Contractor until further disposition is designated by the Department.

The Contractor shall perform, or have performed, the tests required to substantiate product conformance to contract document requirements and shall also perform, or have performed, all tests otherwise required.

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard shall be allowed to be added. Water shall not be added at a later time. Job site adjustment of a batch using chemical admixtures or the mechanical adjustment of a batch may be performed by the Contractor if the requirements of Subsection 907-804.02.12.1.1 have been satisfactorily addressed in the Quality Control Plan. If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

The Contractor's quality control tests shall be documented and shall be available for review by the Engineer throughout the life of the contract.

As set out in these specifications, quality control sampling and testing performed by the Contractor will be used by the Department for determination of acceptability of the concrete.

The Contractor shall maintain standard equipment and qualified personnel as required to assure conformance to contract requirements.

907-804.02.12.1--Quality Control Plan. The Contractor shall prepare a Quality Control Plan which shall identify the personnel responsible for the Contractor's quality control including the company official who will act as liaison with Department personnel. The Quality Control Plan shall be submitted in writing to the Engineer for approval 30 days prior to the production of concrete.

The class(es) of concrete involved will be listed separately. If an existing mixture design(s) is to be used, the mixture design number(s) as previously approved shall be listed.

It is intended that sampling and testing be in accordance with standard methods and procedures, and that measuring and testing equipment be standard and properly calibrated. If alternative sampling methods and procedures, and inspection equipment are to be used, they shall be detailed in the Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. The Plan shall address all elements that affect the quality of the structural concrete including, but not limited to, the following items:

- 1) Stockpile Management
- 2) Procedures for Corrective Actions for Non Compliance of Specifications
- 3) Procedure for Controlling Concrete Temperatures
- 4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in this section of the Plan shall be utilized.

If either the maximum permitted slump is exceeded or the total air content is not within the required range after all adjustments are made at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted regardless of the number of mixtures associated with the project.

- 5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,
- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

6) Mechanical Adjustment of Trucks

907-804.02.12.2--Personnel Requirements. The Contractor's Designated Certified Technician shall perform and use quality control tests and other quality control practices to assure that delivered materials and proportioning meet the requirements of the mixture design including temperature, slump, air content, and strength and shall periodically inspect all equipment used in transporting, proportioning, and mixing.

The Contractor's Designated Technician shall periodically inspect all equipment used placing, consolidating, finishing, and curing to assure it is operating properly and that placement, consolidation, finishing, and curing conform to the mixture design and other contract requirements.

907-804.02.12.3--Documentation. The Contractor shall maintain adequate records of all inspections and tests. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, date and time of samples taken, the quantities approved and rejected, and the nature of corrective action taken as appropriate. The Contractor's

documentation procedures will be subject to approval of the Department prior to the start of the work and to compliance checks during the progress of the work.

All conforming and non-conforming results shall be kept complete and shall be available at all times to the Department during the performance of the work. Forms shall be on a computer-acceptable medium. Batch tickets and gradation data shall be documented in accordance with Department requirements.

Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. All material added to a batch by both the batch plant or added manually shall be documented on the ticket. Batch tickets shall also contain the concrete producer's permanent unique mixture number assigned to the concrete mixture design. Copies shall be submitted to the Department as the work progresses.

Test data for portland cement concrete, including gradation, shall be charted in accordance with the applicable requirements.

The Contractor may use additional control charts as deemed appropriate. It is normally expected that testing and charting will be completed within 24 hours after sampling.

All records documenting the Contractor's quality control tests shall become the property of the Department upon completion of the work.

907-804.02.12.4--Corrective Action. The Contractor shall take prompt action to correct conditions that have resulted, or could result, in the submission to the Department of materials and products that do not conform to the requirements of the contract documents. All corrective actions shall be documented.

907-804.02.12.5--Non-Conforming Materials. The Contractor shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for its identification, isolation and disposition. Reclaiming or reworking of non-conforming materials shall be in accordance with procedures acceptable to the Department.

All non-conforming materials and products shall be positively identified to prevent use, shipment, and intermingling with conforming materials and products. Holding areas, mutually agreeable to the Department and the Contractor, shall be provided by the Contractor.

TABLE 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Portland Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM Designation
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 2500 yd ³ Concrete	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Compressive Strength 5. Yield 6. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ With each sample	T 141 T 152 or T 196 T 119 T 22, T 23, T 231 T 121 C 1064

907-804.02.13--Quality Assurance Sampling and Testing. Quality Assurance (QA) inspection and testing will be provided by the Department to assure that the Contractor's Quality Control (QC) testing meets the requirements of these specifications.

Acceptance of the material is based on the inspection of the construction, monitoring of the Contractor's QC program, QC and QA test results per Subsection 907-804.02.13.1, and the comparison of the QA test results with the QC test results. The Department may use the results of the Contractor's QC tests as a part of the acceptance procedures instead of the results of QA tests, provided:

- a) The Department's inspection and monitoring activities indicate that the Contractor is following the approved QC program and, respectively,
- b) For aggregates, the results from the Contractor's QC and the Department's QA testing of aggregate gradations compare by both meeting the aggregate type's gradation requirements;
- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

The minimum frequency for QA testing of aggregate and plastic concrete by the Department will follow the frequencies listed in Table 5, "DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE".

**TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE**

Quality Assurance Tests	Frequency	AASHTO/ASTM Designation
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
B. PLASTIC CONCRETE		
1. Sampling		T 141
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
5. Temperature	With each sample	C 1064

Periodic inspection by the Department of the Contractor's QC testing and production will continue through the duration of the project. Weekly reviews will be made of the Contractor's QC records and charts.

For aggregates, comparison of data of the Contractor's QC aggregate gradation test results to those of the Department's QA aggregate gradation test results will be made monthly during concrete

production periods according to Department Standard Operating Procedures. When it is determined that the Contractor's QC test results of aggregate gradations are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the aggregates and the Department's QA testing frequency of aggregates may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC aggregate gradation test results fail to compare to those of the Department's QA aggregate gradation test results, Department testing for aggregate gradations will revert to the frequency shown in Table 5 for aggregates until the Contractor's and Department's aggregate gradation test data compare.

For concrete compressive strength, comparison of data of the Contractor's QC compressive strength test results to those of the Department's QA compressive strength test results will be made monthly during concrete production periods according to Department's *Concrete Field Manual*. When it is determined that the Contractor's QC test results of concrete compressive strengths are comparative to that of the Department's QA test results, then the Department will use the Contractor's QC results as a basis for acceptance of the concrete and the Department's QA testing frequency of concrete compressive strengths may be reduced to a frequency of no less than three QA tests to every 10 QC tests. If the Contractor's QC compressive strength test results fail to compare to those of the Department's QA compressive strength test results, Department testing will revert to the frequency shown in Table 5 for plastic concrete until the Contractor's and Department's compressive strength test data compare.

907-804.02.13.1--Job Control Testing.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus three percent ($\pm 3\%$) of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ($\pm 3\%$). If batching of the proportions of the mixture design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 907-804.02.12, the new proportions shall be field verified per Subsection 907-804.02.10.3.

907-804.02.13.1.5--Temperature. Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection

907-804.03.16.2. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

The maximum acceptance temperature for Class DS concrete mixtures is 95°F.

The maximum acceptance temperature of Class C concrete mixtures is 100°F for mixtures meeting the cement replacement requirements of Subsection 907-701.02.2. For Class C concrete mixtures that do not meet the cement replacement requirements of Subsection 907-701.02.2, the maximum acceptance temperature is 95°F.

The maximum acceptance temperature for all other concrete mixtures meeting the cement replacement requirements of Subsection 907-701.02.2 is 95°F. The maximum acceptance temperature for all other concrete mixtures which do not meet the cement replacement requirements of Subsection 907-701.02.2 is 90°F.

907-804.02.13.1.6--Compressive Strength. Standard cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

s = standard deviation, psi*

f_c = allowable design stress, psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c . If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100 \times M$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c , psi

M = pay reduction multiplier, per the *Concrete Field Manual*, paragraph 7.3

907-804.02.14--Dispute Resolution. Disputes over variations between Contractor's QC test results and the Department's QA test results shall be resolved at the lowest possible level using the latest edition of the Department's *Concrete Field Manual*. When there are significant discrepancies between the QC test results and the QA test results, the Contractor's QC Manager, the Project Engineer, and/or the District Materials Engineer shall look for differences in the procedures, and correct the inappropriate procedure before requesting a third party resolution.

If the dispute cannot be resolved at the project or District level, the Department's Materials Division will serve as a third party to resolve the dispute. The Materials Division's decision shall be binding.

The Contractor shall be responsible for the cost associated with the third party resolution if the final decision is such that the Department's QA test results were correct. Likewise, the Department will be responsible for the cost when the final decision is such that the Contractor's QC test results were correct.

907-804.03--Construction Requirements.

907-804.03.1--Measurement of Materials.

907-804.03.1.1--General. The accuracy for measuring materials shall be in accordance with AASHTO Designation: M 157.

907-804.03.1.2--Measurement by Weighing. Except when otherwise specified or authorized, the materials shall be measured by weighing. The apparatus provided for weighing materials shall be

suitably designed and constructed for this purpose. Cementitious materials and aggregates shall be weighed separately. Cement in standard bags need not be weighed, but bulk cement and other cementitious materials shall be weighed. The mixing water shall be measured by volume or by weight. All measuring devices shall be subject to approval.

907-804.03.2--Blank.

907-804.03.3--Blank.

907-804.03.4--Hand Mixing. Hand mixing of concrete will not be allowed.

907-804.03.5--Delivery. The plant supplying concrete shall have sufficient capacity and transporting apparatus to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper continuity in handling, placing, and furnishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be that which will facilitate placing with minimum re-handling and without damage to the structure or the concrete.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.1--General. Prior to placing concrete, all reinforcement shall have been accurately placed in the position shown on the plans and fastened as set out in Section 805. All sawdust, chips, and other construction debris and extraneous matter shall have been removed from the interior of the forms. Temporary struts, braces, and stays holding the forms in correct shape and alignment shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. These temporary members shall be entirely removed from the forms and shall not be buried in the concrete.

No concrete shall be placed until the forms and reinforcement have been inspected.

Except as provided for truck mixers and truck agitators, concrete shall be placed in the forms within 30 minutes after the time that the cement is first added to the mixture.

Concrete shall be placed so as to avoid segregation of materials and displacement of reinforcement. The use of troughs, chutes, and pipes over 25 feet in length for gravity conveyance of concrete to the forms, will not be permitted except when authorized by the Engineer and subject to the production of quality concrete.

Only approved mechanical conveyors will be permitted.

Open troughs and chutes shall be metal or metal lined. The use of aluminum pipes, chutes, or other devices made of aluminum that come into direct contact with the concrete shall not be used. Where steep slopes are required, the chutes shall be equipped with baffles or be in short sections that change the direction of movement.

All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by thoroughly flushing with water after each run. Water used for flushing shall be discharged clear of the structure.

When placing operations involve dropping the concrete more than five feet, it shall be deposited through sheet metal or other approved pipes to prevent segregation and unnecessary splashing. The pipes shall be made in sections to permit discharging and raising as the placement progresses. A non-jointed pipe may be used if sufficient openings of the proper size are provided to allow for the flow of the concrete into the shaft. As far as practicable, the pipes shall be kept full of concrete during placing, and their ends shall be kept buried in the newly placed concrete.

Except as herein provided, concrete shall be placed in horizontal layers not more than 12 inches thick. When, with the Engineer's approval, less than the complete length of a layer is placed in one operation, it shall be terminated in a vertical bulkhead. Each layer shall be placed and compacted before the preceding layer has taken its initial set and shall be compacted so as to avoid the formation of a construction joint with the preceding layer.

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs, or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.6.2--Consolidation. Immediately after depositing the concrete mixture, the concrete mixture shall be thoroughly consolidated by the use of approved mechanical vibrators and suitable spading tools. Only concrete mixture which has not achieved initial set shall be consolidated. Hand spading alone will be permitted on small structural members such as railing, small culvert headwalls, and as necessary to ensure smooth surfaces and dense concrete along form surfaces, in corners, and in locations impossible to reach with vibrators. When hand spading is used for consolidation, a sufficient number of workmen with spading tools shall be provided. For hand spading, flush a thin layer of mortar to all the surfaces and thoroughly and satisfactorily consolidate the concrete.

The Contractor shall conduct operations of depositing and consolidating the concrete mixture such that the operation produces concrete which is uniformly smooth and dense, having no honeycombing or pockets of segregated aggregate.

Movement of personnel through the consolidated concrete shall not be permitted. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.

907-804.03.6.2.1--Requirements for Vibrators. Mechanical vibrators shall be subject to the following:

1. To verify compliance with these requirements, the Contractor shall provide the Engineer with a copy of the manufacturer's specifications for each type and brand of vibrator used on the project.

2. The Contractor shall provide a sufficient number of personnel with vibrators to properly consolidate each batch immediately after the concrete is placed in the forms. The Contractor shall provide at least one stand-by vibrator and required power source.
3. Concrete having been consolidated shall not be walked in or through. If it is determined it is necessary to step into previously consolidated concrete, the concrete in the stepped into area shall be consolidated again.
4. Internal vibrators shall be of the spud or tube type, meeting the following characteristics and performance:
 - a. The diameter of the head of the vibrator shall be 1¼ to 2½ inches.
 - b. The frequency of vibration shall be 8000 to 12000 vibrations per minute (Hz) while operating in the concrete.
 - c. The average amplitude shall be 0.025 to 0.05 inch while operating in air.
 - d. The minimum radius of influence shall be seven (7) inches.
 - e. The length of the vibrator head shall be nearly equal to the depth of the layer of concrete placed.
5. When the reinforcing steel is coated with epoxy, internal vibrators with heads of rubber or other resilient material shall be used. Rubber covers securely fastened over steel heads shall be acceptable.
6. For consolidation of concrete used in concrete bridge decks, the following additional requirements shall apply:
 - a. Only internal vibration shall be used.
 - b. Internal vibrators shall all be of the same type and size.
 - c. The configuration of the internal vibrators shall meet the requirements of Subsection 907-804.03.6.2.3.

907-804.03.6.2.2--Operation of Internal Vibration. Mechanical vibrators used for internal vibration shall be operated as follows:

1. Vibrators shall not be dragged or moved laterally through the concrete to transport concrete. Vibrators shall not be used in such a manner that the concrete segregates or forms pockets of grout. Vibrators shall not be applied directly or through the reinforcement to sections or layers of concrete which have taken initial set.
2. Vibrators shall only be inserted into the concrete while operating and at the point of placement to consolidate the concrete for such a length of time that there is a general cessation in the escape of large entrapped air bubbles at the surface.
3. Vibrators shall be inserted slowly into the concrete and allowed to penetrate into the concrete under their own weight.
4. Vibrators shall be inserted into the concrete while they are in a vertical position with enough flexibility to work themselves around the reinforcing steel.
5. The head of the vibrator shall be completely submerged in the concrete for a time of consolidation between 3 and 15 seconds prior to removal, unless otherwise defined by the Engineer.
6. For consolidation of two or more layers of concrete, the vibrator shall be inserted into the bottom most layer at least six (6) inches. The vibrator shall be manipulated in a series of up-and-down motions to knit the layers together.

7. Vibrators shall be removed slowly from the concrete after the consolidation has been accomplished. However, once the head of the vibrator has become only partially immersed in the concrete, vibrators shall be removed rapidly.
8. The insertions of the vibrators shall be systematically spaced such that the entire surface of the concrete comes under the influence of the vibrator during consolidation. This includes areas around the reinforcing steel, imbedded fixtures, the corners and angles of forms, and any irregular areas. The distance between insertions shall not exceed 1.5 times the radius of influence such that the area visibly affected by the vibrator overlaps the adjacent, just-vibrated area.
9. For additional information, refer to ACI 309-07, Chapter 7, Sections 7.1 through 7.3

907-804.03.6.2.3--Method of Consolidation. It is anticipated the Contractor will accomplish consolidation by internal vibration using one of the following two methods: vibrators mounted on a mechanical device or an orchestrated effort utilizing personnel. Regardless of the chosen method, the method shall be included in the QCP in accordance with Subsection 907-804.02.12.1.1.5 and shall only receive tentative approval until the method is demonstrated as effectively meeting the requirements of Subsection 907-804.03.6.2.

907-804.03.6.3--Discontinuance of Placing. When placing is temporarily discontinued, the concrete, after becoming firm enough to retain its form, shall be cleaned of laitance and other objectionable material to a sufficient depth to expose sound concrete. To avoid visible joints insofar as possible upon exposed faces, the top surface of the concrete adjacent to the forms shall be smoothed with a trowel. Where a "feather edge" might be produced at a construction joint, such as in the sloped top surface of a wing wall, an inset form work shall be used in the preceding layer to produce a blocked out portion that will provide an edge thickness of at least six inches (6") in the succeeding layer. Work shall not be discontinued within 18 inches of the top of any face unless provision has been made for a coping less than 18 inches thick. In this case and if permitted by the Engineer, the construction joint may be made at the underside of the coping.

Immediately following the discontinuance of placing concrete, all accumulations of mortar splashed on the reinforcement and the surface of forms shall be removed. Dried mortar chips and dust shall not be puddled into the unset concrete. If the accumulations are not removed prior to the concrete becoming set, care shall be exercised not to break or injure the concrete-steel bond at and near the surface of the concrete while cleaning the reinforcement. After initial set the forms shall not be jarred, and no strain shall be placed on the ends of projecting reinforcement until the concrete has sufficiently set to ensure against any damage by such jarring or strain.

907-804.03.6.4--Placing Bridge Concrete. The method and sequence of placing concrete shall conform to the provisions and requirements set forth for the particular type of construction.

907-804.03.6.4.1--Foundations and Substructures. Concrete seals shall be placed in accordance with Subsection 907-804.03.9. All other concrete for foundations shall be poured in the dry unless otherwise stipulated or authorization is given in writing by the Engineer to do otherwise. Concrete shall not be placed in foundations until the foundation area has been inspected and approved.

Unless otherwise specified, the placement of concrete in the substructure shall be in accordance with the general requirements of Subsection 907-804.03.6.

Unless otherwise directed, concrete in columns shall be placed in one continuous operation, and shall be allowed to set at least 12 hours before the caps are placed.

907-804.03.6.4.2--Superstructure. For simple spans, concrete shall preferably be deposited by beginning at the center of the span and working toward the ends. For continuous spans, concrete shall be deposited as shown on the plans. Concrete in girders shall be uniformly deposited for the full length of the girder and brought up evenly in horizontal layers. Concrete in areas below the bridge deck but being deposited at the same time as concrete for the bridge deck, like a diaphragm, shall be placed and consolidated sufficiently ahead of placing the concrete for the bridge deck such that the placing, consolidating, finishing, and curing of concrete for the bridge deck shall not be impeded or slowed.

Unless otherwise permitted by the Engineer, concrete shall not be placed in the superstructure until the column forms have been stripped sufficiently to determine the character of the concrete in the columns. Unless otherwise permitted by the Engineer, the load of the superstructure shall not be placed on pile bents until the caps have been in place at least seven (7) days and shall not be placed on other types of bents until the bents have been in place at least 14 days.

In placing concrete around steel shapes, it shall be placed on one side of the shape until it flushes up over the bottom flange of the shape on the opposite side, after which it shall be placed on both sides to completion.

Concrete in girder haunches less than three feet (3') in height shall be placed at the same time as that in the girder stem. Whenever a haunch or fillet has a height of three feet (3') or more at the abutment or columns, the haunch and the girder shall be poured in three successive stages: first, up to the lower side of the haunch; second, to the lower side of the girder; and third, to completion.

Except when intermediate construction joints are specified, concrete in slab, T-beam, or deck-girder spans shall be placed in one continuous operation for each span.

The floors and girders of through-girder superstructures shall be placed in one continuous operation unless otherwise specified, in which case special shear anchorage shall be provided to ensure monolithic action between girder and floor.

Concrete in box girders shall be placed as shown on the plans.

Concrete shall not be chuted directly into the forms of the span and shall be placed continuously with sufficient speed to be monolithic and to allow for finishing before initial set.

907-804.03.6.4.3--Bridge Deck. When using the Transverse Method in accordance with Subsection 907-804.03.19.7.3, the period of time between concrete placement and completion of the final curing shall be kept to a minimum, as directed by the Engineer.

907-804.03.7--Pneumatic Placing. Pneumatic placing of concrete will be permitted only if specified in the contract or if authorized by the Engineer. The equipment shall be so arranged that no vibrations result which might damage freshly placed concrete.

Where concrete is conveyed and placed by pneumatic means the equipment shall be suitable in kind and adequate in capacity for the work. The machine shall be located as close as practicable to the place of deposit. The position of the discharge end of the line shall not be more than 10 feet from the point of deposit. The discharge lines shall be horizontal or inclined upwards from the machine. At the conclusion of placement the entire equipment shall be thoroughly cleaned.

907-804.03.8--Pumping Concrete. Placement of concrete by pumping will be permitted only if specified in the contract or if authorized in writing by the Engineer. If used, the equipment shall be arranged so that no vibrations result which might damage freshly placed concrete.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

The use of aluminum pipe as a conveyance for the concrete will not be permitted.

907-804.03.9--Depositing Concrete Under Water. Concrete shall not be deposited in water except with the approval of the Engineer.

Concrete deposited under water shall be Class S.

Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a tremie, a bottom dump bucket, or other approved method and shall not be disturbed after being deposited. Special care shall be exercised to maintain still water at the point of deposit. No concrete shall be placed in running water and all form work designed to retain concrete under water shall be water-tight. The consistency of the concrete shall be carefully regulated, and special care shall be exercised to prevent segregation of materials.

Concrete seals shall be placed continuously from start to finish, and the surface of the concrete shall be kept as nearly horizontal as practicable at all times. To ensure thorough bonding, each succeeding layer of a seal shall be placed before the preceding layer has taken initial set.

When a tremie is used, it shall consist of a tube having a diameter of at least 10 inches and constructed in sections having flanged couplings fitted with gaskets. The means of supporting the tremie shall be such as to permit the free movement of the discharge over the entire top surface of the work and to permit it to be lowered rapidly when necessary to choke off or retard the flow of concrete. The discharge end shall be closed at the start of the work so as to prevent water entering the tube and shall be entirely sealed. The tremie tube shall be kept full to the bottom of the hopper. When a batch is dumped into the hopper, the flow of concrete shall be induced by slightly raising the discharge end, always keeping it in the deposited concrete. The flow is then stopped by lowering the tremie. The flow shall be continuous until the work is completed.

Depositing of concrete by the drop bottom bucket method shall conform to the following: The top of the bucket shall be open. The bottom doors shall open freely downward and outward when tripped. The bucket shall be completely filled and slowly lowered to avoid backwash. It shall not be dumped until it rests on the surface upon which the concrete is to be deposited and when discharged shall be withdrawn slowly until well above the concrete.

Dewatering may proceed when the concrete seal is sufficiently hard and strong. As a general rule, this time will be 48 hours for concrete made with high-early-strength cement and three days for concrete made with other types of cement. All laitance and other unsatisfactory material shall be removed from the exposed surface by scraping, chipping, or other means which will not injure the surface of the concrete.

907-804.03.10--Construction Joints.

907-804.03.10.1--General. Unless otherwise approved by the Engineer, construction joints shall be made only where located on the plans or shown in the pouring schedule. If not detailed on the plans, or in the case of emergency, construction joints shall be placed as directed by the Engineer. Shear keys or inclined reinforcement shall be used where necessary to transmit shear or to bond the two sections together.

For continuous spans, bridge deck concrete shall be deposited as shown on the plans. Deviation from the pouring schedule shown in the plans is not permitted.

907-804.03.10.2--Bonding. Before depositing new concrete on or against concrete which has hardened, the forms shall be retightened. The surface of the hardened concrete shall be roughened as required by the Engineer and in a manner that will not leave loosened particles of aggregate or damaged concrete at the surface. It shall be thoroughly cleaned of foreign matter and laitance and saturated with water. When directed by the Engineer, the cleaned and saturated surfaces, including vertical and inclined surfaces, shall first be thoroughly covered with a coating of mortar or neat cement grout against which the new concrete shall be placed before the grout has attained its initial set.

The placing of concrete shall be carried continuously from joint to joint. The face edges of all joints which are exposed to view shall be carefully finished, true to line and elevation.

In order to bond successive courses suitable depressed or raised keys of the designated size shall be constructed. Raised keys shall be monolithic with the concrete of the lower course.

907-804.03.11--Concrete Exposed to Seawater. Unless otherwise specifically provided, concrete for structures exposed to seawater shall be Class AA concrete as referenced in Subsection 907-804.02.10. The clear distance from the face of the concrete to the nearest face of reinforcing steel shall be at least four inches. The mixing time and the water content shall be carefully controlled and regulated so as to produce concrete of maximum impermeability. The concrete shall be thoroughly compacted, and stone pockets shall be avoided. No construction joints shall be formed between the levels of extreme low water and extreme high water as determined by the Engineer. Between these levels, seawater shall not come in direct contact with the new concrete until at least 30 days have elapsed. The surface concrete as left by the forms shall be left undisturbed.

907-804.03.12--Blank.

907-804.03.13--Falsework. The Contractor shall submit to the Engineer four copies of structural design analysis and detail drawings, which show the method of falsework or centering. These designs and detail plans shall be prepared and bear the seal of a Registered Professional Engineer with experience in falsework design.

Falsework plans shall include falsework elevations together with all other dimensions and details which is considered necessary for the construction. Other pertinent data needed is size and spacing of all falsework members and minimum bearing requirements for false piles.

Upon completion of falsework erection, the Registered Professional Engineer shall certify that the erected falsework is capable of supporting the load for construction.

Falsework piling shall be spaced and driven so that the bearing value of each pile is sufficient to support the load that will be imposed upon it. The bearing value of the piles should be calculated according to the appropriate formula given in Section 803.

For designing falsework and centering, a weight of 150 pounds per cubic foot shall be assumed for green concrete. All falsework shall be designed and constructed to provide the necessary rigidity and to support the loads without appreciable settlement or deformation. The Contractor may be required to employ screw jacks or hardwood wedges to take up slight settlement in the falsework either before or during the placing of concrete. An allowance shall be made for anticipated compressibility of falsework and for the placement of shims, wedges, or jacks to produce the permanent structural camber shown on the plans. If during construction, any weakness develops and the falsework shows any undue settlement or distortion, the work shall be stopped, the part of the structure affected removed, and the falsework strengthened before work is resumed. Falsework which cannot be founded on a satisfactory footing shall be supported on piling, which shall be spaced, driven, and removed, as referenced in Subsection 907-804.03.15, in a manner approved by the Engineer.

All structures built across a public street or highway on which maintenance of traffic is required, shall have falsework so arranged that a vertical clearance of at least 12' 6" is provided. Unless otherwise specified, a horizontal clearance of at least the width of the traveled way shall be provided at all times. If the vertical clearance is less than 13' 6" or the horizontal clearance is less than the full crown width of the roadway, the Contractor shall install and maintain appropriate safety devices, clearance signs and warning lights, and shall notify the Engineer sufficiently in advance of restricting the clearance for the Engineer to advise both the Traffic Engineering and the Maintenance Divisions. All traffic control and safety devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

907-804.03.14--Forms.

907-804.03.14.1--General. Forms shall be wood, metal, or other material approved by the Engineer. All forms shall be built mortar-tight and sufficiently rigid to prevent distortion due to pressure of the concrete and other loads incident to the construction operations. Forms shall be constructed and maintained so as to prevent warping and the opening of joints due to shrinkage. The forms shall be substantial and unyielding and shall be so designed that the finished concrete

will conform to the proper dimensions and contours. The design of the forms shall take into account the effect of vibration of concrete as it is placed.

Minimum requirements for slab overhang forms shall be 3/4-inch plywood supported on 2-inch x 6-inch S4S wood timbers placed flatwise on 16-inch centers.

Adjustable brackets for support of slab overhang forms shall be spaced at a maximum distance of 3' 0" center to center unless specifically approved otherwise. Grade points for forms shall coincide with the location of the adjustable form brackets.

Forms for surfaces exposed to view shall be of uniform thickness with a smooth inside surface of an approved type. Joints in forms for exposed surfaces shall be closely fitted to eliminate fins, stone pockets, or other variations in the surface of the concrete which would mar a smooth and uniform texture.

Forms shall be filleted at all sharp corners and shall be given a bevel or draft in the case of all projections, such as girders and copings, to ensure easy removal.

Metal ties or anchorages within the forms shall be so constructed as to permit their removal, without injury to the concrete, to a depth of at least the reinforcing steel clearance shown on the plans. In case ordinary wire ties are permitted, all wires, upon removal of the forms, shall be cut back at least 1/4 inch from the face of the concrete with chisels or nippers. Nippers shall be used for green concrete. All fittings for metal ties shall be designed so that upon their removal the cavities which are left will be the smallest practicable size. The cavities shall be filled with cement mortar and the surface left sound, smooth, even, and uniform in color.

Forms shall be set and maintained to the lines designated until the concrete is sufficiently cured for form removal. Forms shall remain in place for periods which shall be determined as hereinafter specified. If forms are deemed to be unsatisfactory in any way, either before or during the placing of concrete, the Engineer will order the work stopped until the defects have been corrected.

The shape, strength, rigidity, water-tightness, and surface smoothness of reused forms shall be maintained at all times. Warped or bulged lumber shall be resized before being reused. Forms which are unsatisfactory in any respect shall not be reused.

Access to the lower portions of forms for narrow walls and columns shall be provided for cleaning out extraneous material immediately before placing the concrete.

All forms shall be treated with an approved oil or saturated with water immediately before placing the concrete. For rail members or other members with exposed faces, the forms shall be treated only with an approved oil to prevent the adherence of concrete. Any material which will adhere to or discolor the concrete shall not be used.

When metal forms are used they shall be kept free from rust, grease, or other foreign matter which will discolor the concrete. They shall be of sufficient thickness and so connected that they will remain true to shape and line, and shall conform in all respects as herein prescribed for mortar

tightness, filleted corners, beveled projections, etc. They shall be constructed so as to ensure easy removal without injury to concrete. All inside bolt and rivet heads shall be countersunk.

All chamfer strips shall be dressed, straight, and of uniform width and shall be maintained as such at all times.

907-804.03.14.2--Stay-In-Place Metal Forms. Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the

satisfaction of the Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.
3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.

5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer or floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Concrete. The Contractor shall ensure concrete placement does not damage the SIP metal forms. Approved pouring sequences shall be used. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete. The concrete shall be consolidated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys, and ends of form sheets. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete.

907-804.03.14.2.8--Inspection. The Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as

practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Engineer. If the Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

907-804.03.15--Removal of Falsework, Forms, and Housing. In the determination of the time for the removal of falsework, forms, and housing and the discontinuance of heating, consideration shall be given to the location and character of the structure, the weather and other conditions influencing the setting of the concrete, and the materials used in the mix. No forms or supports shall be removed prior to approval by the Engineer. During cold weather, removal of housing and the discontinuance of heating shall be in accordance with Subsection 907-804.03.16.1.

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework. It is important that falsework be removed as evenly as possible to prevent excessive deflection stresses in the spans.

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders. The facilities shall include an approved concrete testing machine of sufficient capacity and calibrated by an acceptable commercial laboratory. Tests shall be conducted in the presence of a Department representative

to witness and record strengths obtained on each break or performed by a Department certified technician in an approved testing laboratory.

[a1]The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:

Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi

Centering:

Under Beams	2400 psi
Under Bent Caps	2000 psi

Limitation for Placing Beams on:

Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

For bridges, non-SIP metal forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd ³	2
	> 30 to 60 yd ³	3
	> 60 to 90 yd ³	4
	> 90 yd ³	5
Footings, Columns & Caps	0 - 13 yd ³	2
	> 13 yd ³	3
Pavement, Pavement Overlays	1200 yd ²	2
Pavement Repairs	Per repair or 900 yd ² Whichever is smaller	2

Methods of form removal likely to cause overstressing of the concrete shall not be used. Forms and supports shall be removed in a manner that will permit the concrete to uniformly and gradually take the stresses due to its own weight. Centers shall be gradually and uniformly lowered in a manner that will avoid injurious stresses in any part of the structure.

As soon as concrete for railings, ornamental work, parapets and vertical faces which require a rubbed finish has attained a safe strength, the forms shall be carefully removed without marring the surfaces and corners, the required finishing performed, and the required curing continued.

Prior to final inspection of the work, the Contractor shall remove all falsework, forms, excavated material or other material placed in the stream channel during construction. Falsework piles may be cut or broken off at least one foot below the mudline or ground line unless the plans specifically indicate that they are to be pulled and completely removed from the channel.

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. In cold weather, the temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. Cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

When the Contractor proposes to place concrete during seasons when there is a probability of ambient temperatures lower than 40°F, the Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure within the ranges and for the minimum periods specified herein.

When there are indications of temperatures of less than 40°F during the first four days after placement of the concrete, the concrete shall be protected from cold temperatures by maintaining a temperature between 50°F and 100°F for at least four days after placement and between 40°F and 100°F for at least three additional days. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water which has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE WHEN
DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.2--Hot Weather Concreting. The manufacture, placement, and protection of concrete during hot weather requires special attention to ensure that uniform slump ranges and satisfactory placement qualities are maintained, that surface cracking is held to a minimum, and that design strengths are produced.

When the ambient temperature is above 90°F, the forms, reinforcing steel, steel beam flanges, and other surfaces which will come in contact with the concrete shall be cooled to below 90°F by means of a water spray or other approved methods.

When the atmospheric temperature is predicted to be 90°F or above based on the latest information available from the National Weather Service any time during the day of placement or day after placement, the time of placement shall not begin until 5:00 p.m. on the day of placement and shall be completed by 6:00 a.m. the following day.

907-804.03.17--Curing Concrete. Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other finishing method is complete.

When stay-in-place (SIP) metal forms are used in accordance with Subsection 907-804.03.14.2 in conjunction with the Transverse Method in accordance with Subsection 804.03.19.7.3, if the concrete mixture contains lightweight aggregate (LWA) meeting the requirements of Subsection 907-703.19.2 and an internal curing water content of 8.0 pounds or greater per 100 pounds of total cementitious materials, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2. The minimum amount of LWA shall be established following the information in the Department's *Concrete Field Manual*, Paragraph 5.5.5. If the concrete mixture does not meet or exceed this internal curing water content, curing shall be accomplished in accordance with Subsection 907-804.03.17.1.

When SIP metal forms are not used or used in conjunction with the Longitudinal Method in accordance with Subsection 804.03.19.7.2, curing shall be accomplished in accordance with either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2.

The length of time for curing shall be maintained in accordance with either of the following:

- 1. Prescribed Length of Time:**

- a) Curing following the requirements of Subsection 907-804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 907-804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. Length of Time Defined by Development of Compressive Strength:

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

For bridge decks, following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer.

The applied burlap shall completely cover all exposed concrete surfaces. In areas where the burlap may not be directly applied due to the concrete surface, for example, in areas where reinforcing steel protrudes thru the concrete surface, like in the areas of a bridge deck where the bridge railing will be constructed at a later time, the saturated burlap shall be draped over the steel. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers.

For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses, covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the bridge deck surface once every eight (8) hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation for Bridge Decks. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. All surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck, including the area in which the bridge railing will be later constructed, within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

After the specified time for curing, but prior to constructing the bridge railing, all liquid membrane shall be removed from both the exposed surfaces of the reinforcing steel and the concrete surfaces on which bridge rail will be constructed. This removal of liquid membrane may be accomplished by high pressure washing or other methods approved by the Engineer.

907-804.03.18--Expansion and Fixed Joints, Bearings, Anchor Bolts, Plates, Castings, Pipes, Drains, Conduits, Etc. All joints shall be constructed according to details shown on the plans. The edges of the concrete at open or filled joints shall be chamfered or edged as indicated on the plans.

907-804.03.18.1--Open Joints. Open joints shall be placed in the locations shown on the plans and shall be constructed by the insertion and subsequent removal of a wood strip, metal plate, or other approved material. The insertion and removal of the template shall be accomplished without chipping or breaking the corners of the concrete. Reinforcement shall not extend across an open joint unless so specified on the plans.

907-804.03.18.2--Filled Joints. Poured expansion joints and joints to be sealed with premolded materials shall be constructed similar to open joints. When premolded types are specified, the filler shall be placed in correct position as the concrete on one side of the joint is placed. When

the form is removed, the concrete on the other side shall be placed. Adequate water stops of metal, rubber, or plastic shall be carefully placed as shown on the plans.

907-804.03.18.3--Premolded and Preformed Joint Seals. When preformed elastomeric compressive joint seals are specified, the previously formed and cured open joint shall be thoroughly cleaned of all foreign matter, the required adhesive uniformly applied, and the seal installed in accordance with the recommendations of the manufacturer of the seal.

When premolded filler is used for the joints in the roadway slab, the tops shall be adequately sealed with poured joint filler in accordance with details on the plans. Premolded filler shall be permanently fastened to an adjacent concrete surface by appropriate use of copper wire, copper nails, or galvanized nails.

907-804.03.18.4--Steel Joints. The plates, angles, or other structural shapes shall be accurately shaped at the shop to conform to the section of the concrete floor. Fabrication and painting shall conform to the specifications covering those items. When called for on the plans or in the special provisions, the material shall be galvanized in lieu of painting. Care shall be taken to ensure that the surface in the finished plane is true and free of warping. Positive methods shall be employed in placing the joints to keep them in correct position during the placing of the concrete. The opening at expansion joints shall be that designated on the plans at normal temperature, and care shall be taken to avoid impairment of the clearance in any manner.

907-804.03.18.5--Water Stops. Adequate water stops of metal, rubber, or plastic shall be placed as shown on the plans. Where movement at the joint is provided for, the water stops shall be of a type permitting movement without injury. They shall be spliced, welded, or soldered to form continuous watertight joints.

907-804.03.18.6--Bearing Devices. Bearing plates, rockers, and other bearing devices shall be constructed according to details shown on the plans. Unless otherwise specified or set in plastic concrete, they shall be set in grout to insure uniform bearing. Structural steel and painting shall conform to the requirements of Sections 810 and 814. When specified, the material shall be galvanized in lieu of painting. The rockers or other expansion bearing devices shall be set, considering the temperature at the time of erection, so that the required position of the device is provided.

At all points of bearing contact, concrete members shall be separated from underlying members by dimensioned bearing pads or by methods and/or materials specified on the plans.

When not otherwise specifically provided, contact areas between concrete super-structures and substructures shall be separated by three layers of No. 15, Type I, roofing felt.

907-804.03.18.7--Friction Joints. Metal friction joints shall consist of plates as indicated on the plans and shall be securely anchored in correct position. All sliding surfaces shall be thoroughly coated with an approved graphite grease. Movement shall not be impeded by the concrete in which the plates are embedded.

907-804.03.18.8--Placing Anchor Bolts, Plates, Castings, Grillage, Conduits, Etc. All anchor bolts, plates, castings, grillage, conduits, etc. indicated on the plans to be placed in or on the concrete shall be placed, set, or embedded as indicated or as directed. These items of the construction shall be set in portland cement mortar as referenced in Subsection 714.11.5, except that anchor bolts may, as permitted by the Engineer, be built into the masonry, set in drilled holes, or placed as the concrete is being constructed by inserting encasing pipe or oiled wooden forms of sufficient size to allow for adjustment of the bolts. After removal of the pipe or forms, the space around the bolts shall be filled with portland cement mortar completely filling the holes. The bolt shall be set accurately and perpendicular to the plane of the seat.

Anchor bolts which are to be set in the masonry prior to the erection of the superstructure shall be carefully set to proper location and elevation with a template or by other suitable means.

When bed plates are set in mortar, no superstructure or other load shall be placed thereon until this mortar has been allowed to set for a period of at least 96 hours, subject to the restrictions for cold weather concreting in Subsection 907-804.03.16.1. The mortar shall be kept well moistened during this period.

Weep hole drains shall be installed in abutments and retaining walls, and roadway drains or scuppers shall be installed in the roadway slabs in accordance with the details shown on the plans.

Where backfill is to be made at weep holes or openings in the structure, sand or stone chimneys or French drains shall be constructed as specified and shall extend through the portion of the backfill to be drained. Except as otherwise provided, the sand, stone, or slag used in this construction shall meet the requirements of Subsection 704.04.

907-804.03.19--Finishing Concrete Surfaces.

804.03.19.1--Classes of Finishes. Surface finishes of exposed concrete surfaces shall be classified as follows:

- Class 1 - Ordinary Surface Finish
- Class 2 - Rubbed or spray Finish
- Class 3 - Tooled Finish
- Class 4 - Sand-Blast Finish
- Class 5 - Wirebrush or Scrubbed Finish
- Class 6 - Floated Surface Finish

907-804.03.19.2--Class 1, Ordinary Surface Finish. Immediately following the removal of forms, all fins and irregular projections shall be removed from all surfaces except from those which are not to be exposed or not to be waterproofed. On all surfaces, the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges, and other defects shall be thoroughly cleaned, and after having been kept saturated with water for at least three hours shall be carefully pointed and trued with a mortar of cement and fine aggregate mixed in the proportions used in the class of the concrete being finished. Mortar used in pointing shall be not more than one hour old. The mortar patches shall be cured as specified under Subsection 907-804.03.17. All

construction and expansion joints shall be left carefully tooled and free of mortar and concrete. The joint filler shall be left exposed for its full length with clean and true edges.

The resulting surfaces shall be true and uniform. All surfaces which cannot be repaired to the satisfaction of the Engineer shall be given a Class 2 rubbed finish.

907-804.03.19.3--Class 2, Rubbed or Spray Finish.

907-804.03.19.3.1--Rubbed Finish. After removal of forms, the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for at least three hours. Surfaces shall be rubbed with a medium course Carborundum stone using a small amount of mortar on its face. The mortar shall be composed of cement and sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, projections, and irregularities have been removed, all voids are filled, and a uniform surface has been obtained. The paste produced by this rubbing shall be left in place at this time.

After all concrete above the surface being treated has been cast, the final finish shall be obtained by rubbing with a fine Carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth texture and uniform color.

After the final rubbing is completed and the surface has dried, it shall be rubbed with burlap to remove loose powder and objectionable marks.

907-804.03.19.3.2--Spray Finish. Prior to the spray finish, the concrete shall be given a Class 1 finish in accordance with Subsection 907-804.03.19.2, supplemented if necessary with a grout meeting the requirements of Subsection 714.11 with fine aggregate modified to require 100 percent passing the No. 16 Sieve.

Grout shall be applied with burlap pads or float sponges, and as soon as the grout has dried the surface shall be brushed to remove all loose grout and the surface left smooth and free of air holes. Surfaces to be sprayed shall be free of efflorescence, flaking coatings, dirt, oil, and other foreign substances. Prior to application of the spray finish, the surfaces shall be free of moisture, as determined by sight and touch, and in a condition consistent with the manufacturer's published recommendations.

The spray finish material shall meet the requirements of Subsection 714.12 and shall be listed on of Approved Sources of Materials. The spray finish shall be applied with heavy duty spray equipment capable of maintaining a constant pressure as necessary for proper application. The material shall be applied as recommended by the manufacturer except the rate of application shall not be less than one gallon per 50 square feet of surface area without prior written approval of the Engineer.

The completed finish shall be tightly bonded to the structure and present a uniform appearance and texture equal to or better than a rubbed finish. If necessary, additional coats shall be sprayed to produce the desired surface texture and uniformity. Upon failure to adhere positively to the

structure without chipping or cracking or to attain the desired surface appearance, the coatings shall be completely removed and the surface given a rubbed finish in accordance with 907-804.03.19.3.1, or other approved methods shall be used to obtain the desired surface finish to the satisfaction of the Engineer without additional cost to the State.

907-804.03.19.4--Classes 3, 4, and 5 Finishes. If required, specifications for these finishes will be contained in the special provisions.

907-804.03.19.5--Class 6, Floated Surface Finish. After the concrete has been deposited in place, it shall be consolidated and the surface shall be struck off by means of a strike board and floated with a wooden or cork float. An edging tool shall be used on edges and expansion joints. The surface shall not vary more than 1/8 inch under a 10-foot straightedge. The surface shall have a granular or matte texture which will not be slick when wet.

907-804.03.19.6--Required Finishes for Various Surfaces.

907-804.03.19.6.1--General. Unless otherwise specified, the top surface of sidewalks, the top horizontal surfaces of footings, and top slabs of box bridges, box culverts, or other structures shall be given a Class 6 finish. All formed concrete surfaces shall be given a Class 1 finish, except on surfaces which are completely enclosed, such as the inside surfaces of cells of box girders, the removal of fins and form marks and the rubbing of mortared surfaces to a uniform color will not be required.

In reference to finishing, exposed surfaces are surfaces or faces which may be seen after all backfill has been placed. Exposed surfaces requiring a Class 2 finish shall be finished at least one foot below the ground line or the low water elevation, whichever is higher.

The Class 2 finish shall be made upon a Class 1 finish. After the removal of forms the Class 1 finish shall be completed and the rubbing of concrete shall be started as soon as the condition of the concrete will permit.

Bridge floors shall be finished in accordance with Subsection 907-804.03.19.7.

907-804.03.19.6.2--Finishing Formed Concrete Surfaces of Box Bridges, Box Culverts, Pipe Headwalls, and Minor Structures. The exposed surfaces of wing walls and parapets of box bridges and box culverts to be used as vehicular or pedestrian underpasses shall be given a Class 2 finish. Exposed surfaces of other box culverts or box bridges, pipe culvert headwalls, and other minor structures shall be given a Class 1 finish unless otherwise indicated on the plans.

The exposed surfaces of retaining walls including copings and parapets shall receive a Class 2 finish.

907-804.03.19.6.3--Finishing Formed Concrete Surface of Bridges. All formed concrete bridge surfaces which are exposed shall have a Class 1 or 2 finish as set forth herein unless designated otherwise on the plans.

Bridges with designated surfaces for Class 2 finish are classified as follows:

- Group A - Bridges over highways, roads and streets.
- Group B - Bridges over waterways and railroads.
- Group BB - Twin or adjacent bridges of Group B category.

When a Group B or BB bridge also spans a highway, road or street, exposed concrete surfaces shall be finished in accordance with Group A requirements.

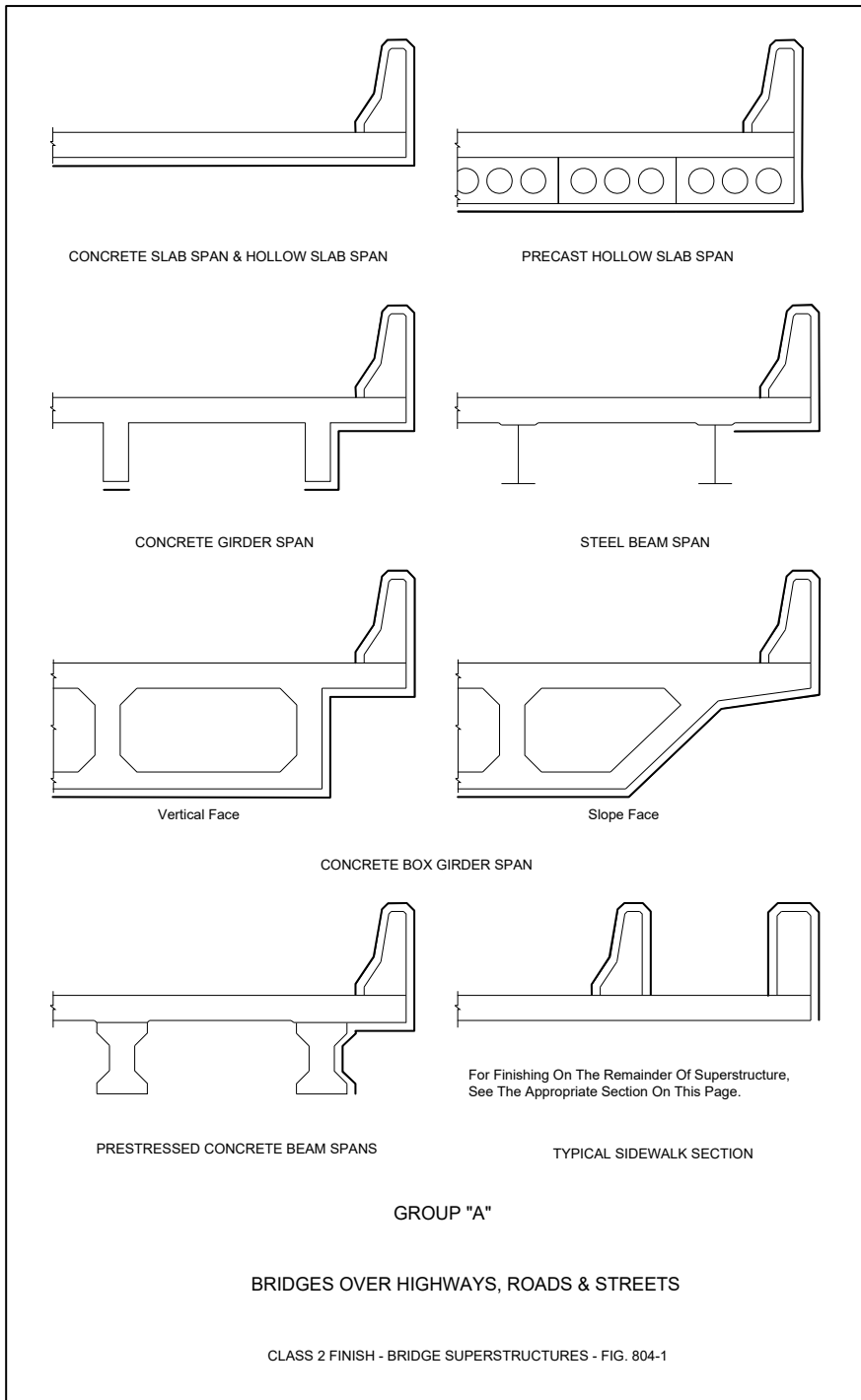
(A) Superstructures. Concrete surfaces to be given a Class 2 finish shall be the exposed surfaces of wings and rails and other exposed surfaces indicated by a double line in Figures 804-1, 804-2, and 804-3.

When a Group B or BB also spans a highway, road or street, the superstructure of spans over and extending one span in each direction beyond the lower level highway, road or street shall be given a Class 2 finish as shown for Group A.

(B) Substructures. Concrete surfaces to be given a Class 2 finish are as follows:

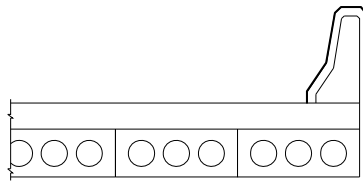
Group A. Exposed surfaces of abutments, end bents, end bent posts, wing walls, railing, retaining walls, parapets, copings, piers, columns, piles, caps, struts or walls between columns or piles, encasement of steel piles, arch rings and spandrel walls.

Group B and BB. Exposed surfaces of abutments, wing walls, end bent posts, railing, retaining walls, parapets and copings.

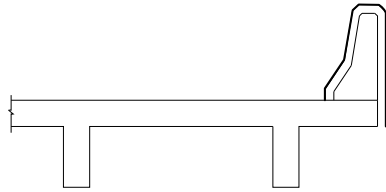




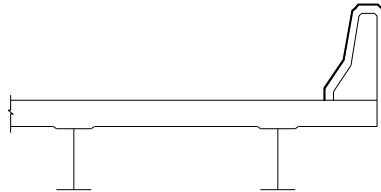
CONCRETE SLAB SPAN & HOLLOW SLAB SPAN



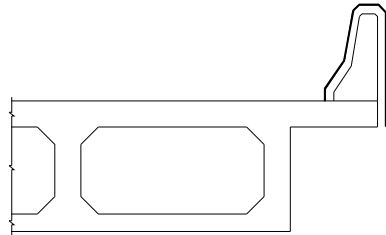
PRECAST HOLLOW SLAB SPAN



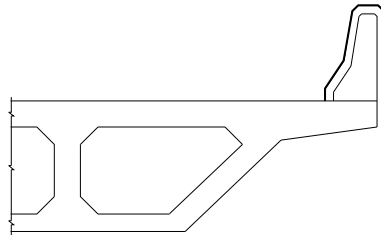
CONCRETE GIRDER SPAN



STEEL BEAM SPAN

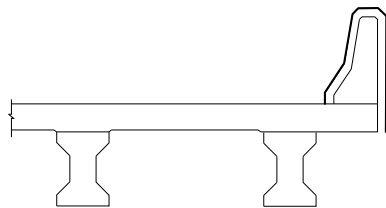


Vertical Face

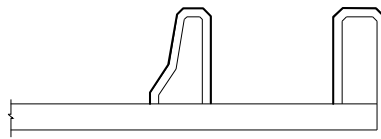


Slope Face

CONCRETE BOX GIRDER SPAN



PRESTRESSED CONCRETE BEAM SPANS

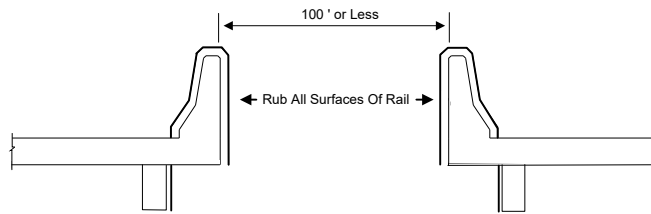


For Finishing On The Remainder Of Superstructure,
See The Appropriate Section On This Page.

TYPICAL SIDEWALK SECTION

GROUP "B"

BRIDGES OVER WATERWAYS AND BRIDGES OVER RAILROAD TRACKS



GROUP "B B" - ADJACENT BRIDGES

GROUP "B B"

TWIN or DUAL BRIDGES

CLASS 2 FINISH - BRIDGE SUPERSTRUCTURES - FIG. 804-3

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Concrete bridge decks shall be struck off and finished by the method(s) designated on the plans.

In the event a method is not designated, the Contractor may use either the longitudinal or transverse method subject to the requirements contained in these specifications.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, curing in accordance with Subsections 907-804.03.17 shall be completed within 30 minutes of initial strike-off for bridges without skew and within 35 minutes of initial strike-off for bridges with skew.

The longitudinal method requires that the strike-off screed be supported on accurately graded and supported bulkheads or templates placed across the full width at the end(s) of the pour. Before the concrete is placed, approved fixed templates or wooden bulkheads of not less than 1¼-inch lumber shall be placed perpendicular to the centerline of the roadway, or in the case of skew bridges at the angle of skew. At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed to assure the specified clearance to the reinforcing steel. The upper surface of the template or bulkheads shall be accurately set to conform to the required grade and crown.

Special attention shall be given to the gutter lines where the strike-off screed cannot reach. The gutters shall be finished by hand and tested with the straight edge. Floor drains shall be set lower than the finished gutter line and finished over. After initial set, the concrete shall be dished out and finished around the drains to form an outlet.

After the concrete has been deposited and rough graded, it shall be struck off by means of a strike-off screed resting on the bulkheads or fixed templates. The strike-off screed shall be of a type satisfactory to the Engineer and shall have sufficient strength to retain its shape under all working conditions. The final surface shall comply with the applicable requirements of Subsections 501.03.17.6 and 501.03.18, and unless otherwise specified in the contract, the final finish under this method shall be the belt finish.

In general, the overall strike-off screed should be trussed, with bracing heavy enough to support the weight of a man without deflecting, and should be adjustable for camber and correction of sag.

The strike-off screed will ride on the bulkheads or fixed templates at the ends of the section being finished. Care shall be taken to see that the bulkhead or fixed template elevations are accurately set since the entire span surface will be controlled by them. The manipulation of the screed shall be such that neither end is raised from the bulkheads or templates during the process.

The concrete shall be struck off by beginning at one curb and proceeding entirely across the span. A slight excess of concrete shall be kept in front of the cutting edge at all times. This operation shall be repeated at least three times. In each case, the strike-off screed shall be picked up and carried back to the point of beginning. No backward strokes will be allowed. The strike-off screed shall be moved along the bulkheads or fixed templates with a combined longitudinal and transverse motion. This operation may be manual or mechanical. Standing or walking in the fresh concrete ahead of the strike-off screed will not be permitted.

907-804.03.19.7.3--Transverse Method. The transverse method requires that the screeding equipment be supported on accurately graded and supported rails placed beyond the gutter lines and parallel with the centerline of the bridge.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time. Manual transverse methods of screeding will not be permitted.

The finishing machine shall be supported on vertically adjustable rails set a sufficient distance from the gutter line to allow free movement of the screed from gutter line to gutter line. Satisfactory means of load distribution with minimum rail deflection shall be provided. The screed rails for a deck pour shall be completely in place for the full length of the pour and shall be firmly secured prior to placing concrete. The screed rails shall be adjusted as necessary to compensate for settlement and deflection occurring during the screeding operations. Supports for the screed rail shall be located directly over slab overhang support brackets as referenced in Subsection 907-804.03.14.1.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

The screed shall be equipped with a metal cutting edge or other approved mechanical means for accurately fine grading the plastic concrete to the required grade and surface smoothness and shall be supported by a bridging structure sufficiently rigid and heavy to perform operations

satisfactorily on concrete of minimum slump without vibration, distortion, and wrecking of forms. The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

The screed shall complete sufficient passes to strike off all of the excess concrete with ample mortar along the entire leading edge to assure filling of low spots. Care shall be taken to remove all objectionable material from the gutters where final hand finishing will be required.

The selection of the transverse method may require the Contractor to furnish bridge deck concrete which contains an approved water-reducing set-retarding admixture in the quantities approved by the Engineer at no additional cost to the State. See Subsection 713.02 for more information.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the bridge decks and bridge end slabs are completed and preferably before the construction of the bridge railing, they shall be tested for ride quality using a Contractor furnished profilograph. Profile Index Values shall be determined in accordance with Department SOPs and these specifications. The profilograph shall meet the requirements of Subsection 907-804.03.19.7.5. Profiles will be obtained in the wheel paths of the main thru lanes and, where conditions allow, in the wheel paths of any auxiliary lanes or tapers. Profile Index Values for bridge decks and bridge end slabs shall be obtained for all state roads with four lanes or more, on state roads three lanes or less where the current traffic count is 2000 ADT or higher, or as designated on the plans. Ride quality tests will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge end slab as possible and shall proceed forward across the remainder of the bridge end slab, across the bridge deck and continue across the next bridge end slab to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge end slab. Bridges and bridge end slabs not requiring a ride quality test must meet a 1/8 inch in 10-foot straightedge requirement in longitudinal and transverse directions. Bridges in horizontal curves having a radius of less than 1000 feet at the centerline and bridges within the superelevation transition of such curves are excluded from a test with the profilograph.

The Profile Index Value for bridge decks including the bridge end slabs shall be averaged for the left and right wheel path for each lane and where applicable, each auxiliary lane and taper, and shall not exceed 65 inches per mile for each lane. Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab. In addition, individual bumps or depressions exceeding 0.3 of an inch, when measured from a chord length of 25 feet, shall be corrected and the surface shall meet a 1/8 inch in 10-foot straightedge check made transversely across the deck or slab.

Bridge decks and bridge end slabs not meeting the preceding requirements shall be corrected. Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of grinding the bridge deck in accordance with this specification. All corrective work shall precede final surface texturing. After completion of final surface texturing, all surface areas

corrected by grinding shall be sealed with a nonstaining 40% minimum alkylalkoxysilane penetrating sealant applied per the manufacturer's directions.

In case the bridge end slabs are to be constructed on a future project, the bridge deck(s) alone shall be tested for ride quality using the acceptance procedure outlined above, except that the ride quality test will begin at a point where the rearmost wheel of the profilograph is as close to the beginning of the bridge as possible and shall proceed forward across the bridge deck to a point where the front-most wheel of the profilograph reaches the far-most edge of the bridge.

Expansion joint installation shall be delayed and the joint temporarily bridged to facilitate operation of the profilograph and grinding equipment across the joint wherever feasible.

It shall be the Contractor's responsibility to schedule profilograph testing. The Contractor shall notify the Department at least five (5) days in advance of profilograph testing. The Contractor shall ensure that the area to be tested has been cleaned and cleared of all obstructions. Profilograph testing of bridge decks and bridge end slabs shall be performed by the Contractor under supervision of the Engineer. All profilograph testing shall be performed at no additional cost to the Department. The Contractor will be responsible for traffic control associated with this testing operation.

907-804.03.19.7.4.1--Grinding Bridge Decks.

907-804.03.19.7.4.1.1--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture portland cement concrete pavement with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least 3.0 feet wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at cracks, joints, or other locations.

907-804.03.19.7.4.1.2--Grinding. The grinding areas will be determined by the Contractor and approved by the Engineer. The Contractor shall develop and submit to the Engineer for approval a Grinding Plan. The Contractor shall allow up to 45 days for the Department to review the Plan prior to starting any grinding operations. This plan shall include as a minimum:

- 1) Name of the project superintendent in responsible charge of the grinding operation.
- 2) List and description of all equipment to be used.
- 3) Maximum depth of each pass allowed by the grinding equipment.
- 4) Maximum width of each pass allowed by the grinding equipment.
- 5) Details of a sequence of the grinding operation.
- 6) Complete data from Profilograph runs, based on a 0.3 inch bump height, for each wheel path over the entire bridge including bridge end slabs, which shall include profile index,

bump locations (in stations), bump heights and proposed final cross-slopes. When a computerized profilograph is used, a complete printout of the profile including the header information for each wheel path will be required.

- 7) Data showing reinforcing steel clearance in all areas to be ground.
- 8) A detailed drawing of the deck showing areas to be ground with station numbers and grinding depths clearly indicated.
- 9) A description of grinding in areas where drains are in conflict with grind areas.
- 10) Details of any changes in deck drainage, anticipated ponding, etc.

The Engineer will evaluate the grinding plan for conformance with the plans and specifications, after which the Engineer will notify the Contractor of any additional information required and/or changes that may be needed. Any part of the plan that is unacceptable will be rejected and the Contractor shall submit changes for reevaluation. All approvals given by the Engineer shall be subject to trial and satisfactory performance in the field, and shall not relieve the Contractor of the responsibility to satisfactorily complete the work.

The construction operation shall be scheduled and proceed in a manner that produces a uniform finished surface. Grinding will be accomplished in a manner that eliminates joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Auxiliary or ramp lane grinding shall transition as required from the mainline edge to provide positive drainage and acceptable riding surface.

The operation shall result in a finished surface that conforms as close as possible to the typical cross-section and the requirements specified in Subsection 907-804.03.19.7.4.1.3.

The Contractor shall establish positive means for removal of grinding residue. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities.

907-804.03.19.7.4.1.3--Final Surface Texture. The grinding process shall produce a finish surface that is as close as possible to grade and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall be approximately 1/16 inch higher than the bottoms of the grooves with approximately 53 to 57 evenly spaced grooves per foot. Grinding chip thickness shall be a minimum of 0.080 inches thick.

The finished bridge decks and bridge end slabs shall be retested for riding quality using a Contractor furnished profilograph meeting the requirements of Subsection 907-804.03.19.7.5. The finished results shall meet the following conditions:

- (a) Individual bumps or depressions shall not exceed 0.3 inches when measured from a chord length of 25 feet.
- (b) The final index value for the bridge deck and bridge end slabs shall be an average of both the right and left wheel paths of each lane and shall not exceed 65 inches per mile.

The final profilogram will be furnished to the Engineer for informational purposes.

907-804.03.19.7.5--Profilograph Requirements. The smoothness of the bridge deck will be determined by using a California Profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-804.03.19.7.5.1.

907-804.03.19.7.5.1--Computerized Profilograph.

907-804.03.19.7.5.1.1--General The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the bridge deck. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to the length of bridge. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallop above and below the blanking band are then detected and totaled according to the California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (3/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length

of the measurement, and the raw inches for each segment.

907-804.03.19.7.5.1.2--Mechanical Requirements. The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

907-804.03.19.7.5.1.3--Computer Requirements. The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of bridge deck. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the bridge deck shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show "must correct" locations on the printout. The computer must have the ability to display on screen "must correct" conditions and alert the user with an audible warning when a "must correct" location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and PC compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

907-804.03.19.8--Finishing Horizontal Surfaces of Footings or Top Slabs of Box Bridges, Culverts, or Other Structures. The finishing of horizontal surfaces of footing or top slabs of box bridges, culverts, or other structures shall be achieved by placing an excess of material in the form and removing or striking off the excess with a template, forcing the coarse aggregate below the mortar surface. After the concrete has been struck off the surface shall be given a Class 6 finish.

907-804.03.19.9--Finishing Exposed Surfaces of Sidewalks. After the concrete has been deposited in place it shall be consolidated and the exposed surface shall be given a Class 6 finish. An edging tool of the required radius shall be used on all edges and at all expansion joints. The surface shall have a granular texture which will not be slick when wet.

Sidewalk surfaces shall be laid out in blocks with an approved grooving tool as shown on the plans or as directed.

907-804.03.20--Opening Bridges.

907-804.03.20.1--Public Traffic. Unless otherwise specified, concrete bridge decks shall be closed to public highway traffic for a period of at least 21 days after placing concrete.

907-804.03.20.2--Construction Traffic. Unless otherwise specified, concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and the minimum required compressive strength for the concrete placed is obtained.

907-804.03.21--Final Cleanup. Upon completion of the work all equipment, surplus materials, forms, and waste material shall be removed, the bridge cleaned, and the site of the work given a final cleanup.

907-804.03.22--Precast-Prestressed Concrete Bridge Members.

907-804.03.22.1--General. All installations and plants for the manufacture of precast-prestressed bridge members shall be PCI (Precast / Prestressed Concrete Institute) Certified. Bridge members manufactured in plants or installations not so approved will not be accepted for use in the work. The Contractor or other manufacturer shall employ a technician skilled in the adopted system of prestressing to supervise the manufacturing operations. This technician shall be certified according to the guidelines of this specification. The Contractor shall develop and implement a Quality Control Program as per Division I of PCI Quality Control Manual, 4th Edition. The Quality Control Program shall be submitted to the District Materials Engineer for approval.

907-804.03.22.2--Stressing Requirements. The jacks for stressing shall be equipped with accurate calibrated gauges for registering the jacking pressure. Means shall be provided for measuring elongation of strands to at least the nearest 1/16 inch.

Prior to beginning work, the Contractor or manufacturer shall have all jacks to be used, together with their gauges, calibrated by an approved laboratory. All jacks and gauges shall have an accuracy of reading within two percent. The testing agency shall furnish the Engineer a statement certifying that the jacks and gauges meet this requirement. During the progress of the work, if a gauge appears to be giving erratic results or if the gauge pressure and elongations indicate materially differing stresses, recalibration will be required.

Calibration of jacks and gauges shall be repeated at intervals deemed necessary by the Engineer. These intervals for calibration shall not exceed one year.

Shop drawings of prestressed beams, including an erection plan, shall be submitted in duplicate to the Bridge Engineer for approval prior to manufacture of members.

907-804.03.22.2.1--Methods. Plans for the particular bridge members will show prestressing by one of the following methods:

(A) Pretensioning. The prestressing strands are stressed initially. After the concrete is placed, cured, and has attained the compressive strength shown on the plans, the stress is transferred to the member. The method used for pretensions shall be in accordance to Division V of PCI Quality Control Manual, 4th Edition.

(B) Posttensioning. The posttensioning tendons are installed in voids or ducts and are stressed and anchored after development of the compressive strength specified on the plans. The voids or ducts are then pressure grouted.

(C) Combined Method. Part of the reinforcing is pretensioned and part posttensioned. Under this method all applicable requirements for the two methods specified shall apply to the respective stressing elements being used.

907-804.03.22.2.2--Alternate Details for Prestressed Members. In the event that the Contractor / Manufacturer desires to use materials or methods that differ in any respect from those shown on the plans or described in these specifications, the Contractor shall submit for approval full plan details on acceptable tracings suitable for reproduction and specifications which shall become the property of the Department. In order for alternate materials and/or methods to be considered, they will be required to comply fully with the following:

- A. Provisions equal to those stipulated in these specifications.
- B. Current AASHTO Specifications.
- C. Recommendations of materials manufacturer.
- D. Camber tolerance of beams and spans shown on plans.

Note: Alternate materials and methods will not be authorized on Federal-Aid Projects.

The Engineer shall be the sole judge as to the adequacy and propriety of any variation of materials or methods.

907-804.03.22.2.3--Stressing Procedure.

(A) General. Stressing shall be performed by suitable jacks working against unyielding anchorages and capable of maintaining the required stress for an indefinite period without movement or yielding. Strands may be stressed singularly or in a group.

The tension to be applied to each strand shall be as shown on the plans. The tension shall be measured by both jacking gauges and elongations in the strands and the result shall check within close limits.

It is anticipated that there will possibly be a difference in indicated tension between jack pressure and elongation of about five (5) percent. In this event, the discrepancy shall be placed on the side of slight overstress rather than understress.

In the event of an apparent discrepancy between gauge pressure and elongation of as much as five (5) percent, the entire operation shall be carefully checked, and the source of error determined before proceeding further.

Elongation is to be measured after the strands have been suitably anchored, and all possible slippage at the anchorages has been eliminated.

In all stressing operations, the stressing force shall be kept as nearly symmetrical about the vertical axis of the member as practicable.

(B) Pretensioning. All strands to be prestressed shall be brought to a uniform initial tension prior to being given their full pretensioning. This uniform initial tension of approximately 1000 to 2000 pounds shall be measured by suitable means such as a dynamometer so that its value can be used as a check against elongation computed and measured.

After the initial tensioning, the strand or group shall be stressed until the required elongation and jacking pressure is within the limits specified.

When the strands are stressed in accordance with the plan requirements and these specifications and all other reinforcing is in place, the concrete shall be placed in the prepared forms.

Strand stress shall be maintained until the concrete between anchorages has attained the required compressive strength as determined by cylinder tests, after which the strands shall be cut off flush with the ends of column members, and cut as shown on the plans for beams, girders, etc. Strands shall be cut or released in such a manner that eccentricity of prestress will be kept to a minimum and no damage to the member will result. The strand cutting pattern shall be as shown on the plans or as approved by the Bridge Engineer.

(C) Posttensioning. For all posttensioning tendons/bars the anchor plates shall set exactly normal in all directions to the axis of the tendon/bar. Parallel wire anchorage cones shall be recessed within the beams. Tensioning shall not take place until the concrete has reached the compressive strength shown on the plans.

Elongation and jacking pressures shall make appropriate allowance for all possible slippage or relaxation of the anchorage. Posttensioning tendons/bars shall be stressed in the order and manner shown on the plans.

The units shall be tensioned until the required elongations and jacking pressures are attained and reconciled within the limits specified in Subsection 907-804.03.22.2.3(A) with such overstresses as approved by the Engineer for anchorage relaxation.

Independent references shall be established adjacent to each anchorage to indicate any yielding or slippage that may occur between the time of initial stressing and final release of the strands.

Straight tendons/bars may be tensioned from one end. Unless otherwise specified, curved tendons shall be stressed by jacking from both ends of the tendons.

(D) Combined Method. In the event that girders are manufactured with part of the reinforcement pretensioned and part posttensioned, the applicable portions of the requirements listed herein shall apply to each type.

907-804.03.22.3--Manufacture.

907-804.03.22.3.1--Forms. The forms used for precast-prestressed bridge members shall meet the requirements of Division II of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.2--Placing and Fastening Steel. Placing and fastening of all steel used for precast-prestressed bridge members shall meet the requirements of Division V of the PCI Quality Control Manual, 4th Edition.

907-804.03.22.3.3--Holes for Prestressing Tendons/Bars. Holes provided in girders for prestressing tendons/bars shall be formed by means of inflatable rubber tubing, flexible metal conduit, metal tubing, or other approved means.

907-804.03.22.4--Placing and Curing Concrete.

907-804.03.22.4.1--Placing. The placing of concrete shall meet the applicable requirements of Division III of PCI Quality Control Manual, 4th Edition.

907-804.03.22.4.2--Curing. Initial and accelerated curing of all members shall meet the applicable requirements of Division IV of PCI Quality Control Manual, 4th Edition except for the following listed requirements.

The source of heat for accelerated cure shall be steam. Calibrated thermocouples shall be implanted into the concrete members to monitor areas expected to have maximum and minimum heat. Curing methods and procedures listed in the prestress producer's PCI Quality System Manual shall be approved by the Department before their implementation.

907-804.03.22.4.3--Removal of Side Forms. Side forms may be removed after the concrete has attained sufficient strength to maintain a true section. In order to obtain "sufficient strength", it may be necessary to cure members for 12 hours or more as prescribed in Subsection 907-804.03.22.4.2, or to attain a minimum compressive strength of 1000 psi.

If high-early-strength concrete is obtained by use of low slump (0 to 1.5-inch) concrete, vacuum process, or other approved methods, side forms may be removed earlier; however, approval of the methods and revision from normal schedules will be made only after inspections by the District Materials Engineer and Materials Division have determined that satisfactory results will be attained by the methods and schedules proposed.

907-804.03.22.4.4--Grouting. The holes through posttensioned members in which the tendons are installed shall be equipped with approved grouting vents. All prestressing tendons to be bonded shall be free of dirt, loose rust, grease, or other deleterious substances. Before grouting, the ducts shall be free of water, dirt, and other foreign substances. The ducts shall be blown out with compressed air until no water comes through the ducts. For long members with draped tendons an open tap at low points may be necessary. After completion of stressing, the annular space between sides of tendon and sides of hole shall be grouted as set in the following paragraphs.

With the grouting vent open at one end of the core hole, grout shall be applied continuously under moderate pressure at the other end until all entrapped air is forced out through the open grout vent, as evidenced by a steady stream of grout at the vent. Whereupon, the open vent shall be closed under pressure. The grouting pressure shall be gradually increased to a refusal of at least 75 psi and held at this pressure for approximately 10 seconds, and the vent shall then be closed under this pressure.

Portland cement grout shall consist of a mixture of:

- 1 part Type 1 portland cement
- 1/4 part fly ash
- 3/4 part washed sand *
- 4 to 6 gallons of water per bag of cement.

* all passing No. 16 sieve and not more than 5% retained on No. 30

Water-reducing admixtures, subject to approval by the Engineer, shall be used in accordance with the manufacturer's recommendations.

The grout shall be mixed in a mechanical mixer, shall have the consistency of heavy paint, and shall be kept agitated until placed.

Members shall not be moved before the grout has set, ordinarily at least 24 hours at 80°F or higher.

907-804.03.22.5--Finishing and Marking. Units shall be given a Class 1 finish at the plant and shall be given a Class 2 finish after erection when required.

Recesses in girders at end of diaphragm bars, holes left by form ties, and other surface irregularities shall be carefully cleaned and patched with an approved non-shrink commercial grout or a non-shrinkage mortar of the following composition:

- 1 part Type 1 portland cement
- 1 1/2 to 2 parts fine sand
- 1/2 to 3/4 ounces aluminum powder per bag of cement
- Approved admixture per Subsection 713.02.
- Sufficient water to produce a workable but rather stiff mix.

The units shall be clearly marked in accordance with Department's *Materials Division Inspection, Certification and Testing Manual*.

907-804.03.22.6--Handling, Storage, and Installation. Posttensioned members may be handled immediately after completion of stressing and grout has set. Pretensioned members may be handled immediately after release of tensioning. In either case, the members shall have developed a minimum compressive strength of 4000 psi prior to handling. In the event stressing is not done in a continuous operation, members shall not be handled before they are sufficiently stressed, as determined by the Engineer, to sustain all forces and bending moments due to handling. In the

handling, storage, and transporting of beams or girders, they shall be maintained in an upright position (position as cast) at all times and shall be picked up from points within distance from beam ends equal to beam depth or at pick-up points designated on the plans. Disregard of this requirement and dropping of units may be cause for rejection, whether or not injury to the unit is apparent. Piles shall be picked up and loaded for shipment at points shown by the suspension diagram on the plans. Extreme care shall be used in handling and storing piles to prevent damage. The dropping of a pile may be cause for rejection of same, whether or not there is apparent injury to the member.

Care shall be exercised during the storage, hoisting, and handling of precast units to prevent damage. Damaged units shall be replaced by the Contractor at no additional costs to the State.

When members are stacked for storage, each layer shall be supported at or near the pick-up points. Supports shall be carefully placed in a vertical line in order that the weight of any member will not stress an underlying member. To prevent damage in moving members it is suggested that rigid supports be covered with a cushion of wood or other resilient material.

Members shall not be transported until at least one day after the concrete has reached a compressive strength of 5000 psi or greater strength when shown on the plans.

Piles used in salt water shall not be driven until concrete is seven days old, and air-entrained concrete shall be used in such piles.

After prestressed concrete voided slab units are set, doweled and bolted in their final position the keyways and dowel holes shall be filled with an approved non-shrink grout. Traffic shall not be permitted on the spans for 24 hours after grouting, and heavy construction equipment exceeding 15 tons will not be permitted on the spans for a period of 72 hours after grouting.

Adjacent slab units that mismatch more than one-fourth inch shall be adjusted prior to grouting of the shear keys. The maximum deviation from cross-section and grade (exclusive of camber) at any point shall not exceed one-fourth inch; and when the surface is checked with a ten-foot straightedge applied both parallel and perpendicular to the centerline, the variance shall not exceed one-fourth inch.

In addition to the requirements set out in this section, the applicable requirements of Section 803 shall apply.

907-804.03.22.7--Tolerances for Accepting Precast Prestressed Concrete. Member shall meet the dimension tolerances set by Division VII of PCI Quality Control Manual, 4th Edition.

907-804.03.22.8--Testing of Materials. Concrete and aggregate testing shall meet the requirements of Division VI of PCI Quality Control Manual, 4th Edition, except that the concrete mixture design shall meet the requirements of Subsection 907-804.02.10. Also, in addition to concrete compressive tests samples made for detensioning and 28-day strength, test samples shall be made and tested in order to prove compliance to the requirements of Subsection 907-804.03.22.6 for handling and shipping prestressed members. Compressive strength test cylinders

for detensioning, handling and shipping shall receive the same type curing as the prestressed members for which they represent. Compressive strength samples shall be made each day for each prestress casting bed.

907-804.03.22.9--Testing Personnel. Technicians testing portland cement concrete used in the production of precast-prestressed members shall be PCI Quality Control Technician/Inspector Certified. Each producer of precast-prestressed members shall have at least one PCI Level II certified technician on site during production for Department projects.

907-804.03.22.10--Documentation. The Precast-Prestressed Producer for each precast-prestressed concrete bridge member shall maintain documentation as set forth in the Department's *Materials Division Inspection, Certification and Testing Manual*. Testing and inspection record forms shall be approved by the Central Laboratory and as a minimum contain information listed in Division VI of PCI Quality Control Manual, 4th Edition.

907-804.03.22.11--Use in the Work. Before any precast-prestressed member is incorporated into the work, documentation as described in Subsection 907-804.03.22.10 is required along with visual inspection of the member at the bridge construction site. Project Office personnel as per the Department's *Materials Division Inspection, Certification and Testing Manual* will make visual inspection of the precast-prestressed member at the bridge construction site.

907-804.04--Method of Measurement. Concrete, complete and accepted, will be measured in cubic yards. The concrete volume will be computed from the neat dimensions shown on the plans, except for such variations as may be ordered in writing by the Engineer. The quantity of concrete involved in fillets, scorings, and chamfers one square inch or less in cross-sectional area will be neglected. Deductions shall be made for the following:

- (1) The volume of structural steel, including steel piling encased in concrete.
- (2) The volume of timber piles encased in concrete, assuming the volume to be 0.80 cubic foot per linear foot of pile.
- (3) The volume of concrete piles encased in concrete.

No deduction will be made for the volume of concrete displaced by steel reinforcement, floor drains, or expansion joint material that is one inch or less in width normal to the centerline of the joint. Where railing is bid as a separate item, that portion of the railing above the top of the curb, above the surface of the sidewalk, or above the bridge roadway, as the case may be, will not be included in the measurement of concrete, but will be measured as railing. Massive pylons or posts which are to be excepted from payment for railing and are intended to be measured for as concrete will be so noted on the plans.

When shown on the plans or directed by the Engineer, concrete placed as a seal for cofferdams will be measured by the cubic yard actually in place, except that no measurement will be made of seal concrete placed outside of an area bounded by vertical planes 18 inches outside the neat lines of the footing as shown on the plans or as directed and parallel thereto.

Reinforcing steel will be measured and paid for in pounds as set out in Section 805.

Unless otherwise specified, structural steel will be measured and paid for as set out in Section 810.

Excavation for bridges will be measured and paid for as in Section 801.

Piling will be measured and paid for as set out in Sections 802 and 803.

Railing will be measured and paid for as set out in Section 813.

Prestressed concrete beams and plank will be measured by the linear foot.

Prestressed concrete voided slab units, interior and exterior with railing, and precast concrete caps, intermediate and end cap with winged abutment wall, of the size and type specified will be measured by the unit complete in place and accepted. Railing, winged abutment walls, grout, tie rods, nuts, washers, bearing pads and other appurtenances will not be measured for separate payment.

907-804.05--Basis of Payment. Concrete will be paid for at the contract unit price per cubic yard for the class or classes specified, complete in place. Prestressed concrete beams and plank will be paid for at the contract unit per linear foot of specified size and type.

Prestressed concrete voided slab units and precast caps will be paid for at the contract unit price per each for the specified types and sizes, complete in place and accepted; which price shall be full compensation for furnishing, hauling and erecting the members; including all prestressing reinforcement and other reinforcement in the members. Payment at the contract unit prices bid shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

907-804-A: Bridge Concrete, Class ____	- per cubic yard
907-804-B: Box Bridge Concrete, Class ____	- per cubic yard
907-804-C: <u>Length</u> Prestressed Concrete Beam, Type ____	- per linear foot
907-804-D: <u>Length</u> Prestressed Concrete Plank	- per linear foot
907-804-E: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Interior	- per each
907-804-F: <u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Exterior	- per each
907-804-G: <u>Length</u> Precast Concrete Caps, End Unit with Wall	- per each
907-804-H: <u>Length</u> Precast Concrete Caps, Intermediate Unit	- per each

907-804-E:	<u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Interior	- per each
907-804-F:	<u>Length</u> Prestressed Concrete Voided Slab, <u>Size</u> Exterior	- per each
907-804-G:	<u>Length</u> Precast Concrete Caps, End Unit with Wall	- per each
907-804-H:	<u>Length</u> Precast Concrete Caps, Intermediate Unit	- per each

[illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD 765 SHALL GOVERN.

SECTION 905 PROPOSAL

Date _____

Forrest County _____, Mississippi

Sirs: The following proposal is made on behalf of _____
of _____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING		
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK		
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES		
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE		
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS		
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES		
202-B276	250	CY	REMOVE AND RESET RIPRAP		
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH		
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9		
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH		
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED		
907-213-A001	1	TON	AGRICULTURAL LIMESTONE		
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE		
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL		
907-227-A001	1	ACRE	HYDROSEEDING		
234-A001	1,500	LF	TEMPORARY SILT FENCE		
907-237-A002	1,500	LF	WATTLES, 12"		
907-246-A002	100	EACH	SANDBAGS		
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION		
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES		
602-A001	1,700	LBS.	REINFORCING STEEL		
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"		

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS		
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS		
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION		
907-607-PP012	410	LF	FENCING, PER PLANS		
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS		
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS		
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS		
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED		
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS		
613-D006	2	EACH	ADJUSTMENT OF WATER METER		
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS		
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS		
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT		
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100		
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP		
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE		
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE		
TOTAL BID					

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder _____, proposed Subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)individually, and in my capacity as _____ of
(Title)_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

(11/23/92F)

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY OF _____
STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency _____
_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other
witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, 20____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound

unto the Local Public Agency _____, (hereinafter

"LPA"), in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be

paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or

assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the

LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the

construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the

Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the

LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address: _____

Title _____	_____
(Contractor's Seal)	(Printed) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

Date 10/8/15

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C " .
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B " .
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B " . A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Prime Contractor Firm Name

APPROVED BY: _____

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF _____ %.

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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
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Contact Name/Title: _____
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_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

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County: _____

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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

Appendix A

Railroad Permit

THIS AGREEMENT, made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILWAY COMPANY, an Alabama corporation, hereinafter styled "Railway"; and

CITY OF HATTIESBURG, a municipality of the State of Mississippi, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, CITY, at its own cost and expense, has found it necessary to construct a shared-use pathway within the right of way or property of Railway (hereinafter "Project"), in the vicinity of Railway Milepost NO-84.50, at or near **HATTIESBURG, Forrest County, Mississippi** located substantially as shown upon print of Drawing marked Exhibit A, attached hereto and made a part of this Agreement; and

WHEREAS, the Railroad is willing to permit the Project upon railroad right of way, but upon the terms and conditions hereinafter expressed and contained

NOW THEREFORE, the PARTIES HERETO agree as follows:

SECTION 1. Before this agreement shall be in force and effect, the plans shall meet the approval of the parties hereto, and upon such written approval shall become a part of this agreement by reference.

SECTION 2. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

A. The following items shall be let in contract by CITY after competitive bidding as provided by law, at Project expense, subject to the provision of this agreement:

1. Grading, draining and paving the project, including constructing any necessary side drives and approaches.
2. Construction of structure to protect the public from any ballast or other debris falling from Railway right of way.
3. Erection of fencing needed to keep public off of Railway right of way.

CITY's work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and Railway shall be notified of the contractor(s) receiving such award for all work affecting Railway's interest.

B. The following items shall be done or caused by Railway with its own forces, at Project expense, subject to the provisions of this agreement:

1. All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right-of-way as may be necessitated by the Project
2. The furnishing of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operation as may be necessary in connection with the work performed by Railway's forces and CITY's contractor(s).

3. Construction engineering inspection services and accounting

CITY to reimburse 100% of the Railway's actual cost for the force account work in connection with the Project, including but not limited to the expenditures herein expressly described. The cost of said items to be performed by Railway in connection with the Project has been included in Exhibit B attached and made a part hereof.

SECTION 3. Any work not specifically provided for in Section 2 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during the progress of the work.

SECTION 4. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent of the other party, in writing.

SECTION 5. All work performed under this Agreement shall be in accordance with "Special Provisions For Protection Of Railway Interest," marked Exhibit C, which is attached hereto and made a part hereof by reference.

CITY will require its contractor(s) to use Railway personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set for in "Exhibit C".

Railway agrees to furnish CITY's contractor(s) at Project expense, and CITY shall require its contractor(s) to use such switchtenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of Railway are required to promote the safety and insure continuity of railroad traffic during the contractor(s) operations.

Railway agrees to bill CITY as part of its regular force account work the actual cost for such protective services and devices including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowances, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

CITY agrees to reimburse Railway for said protective services and devices as a part of its regular force account work as set forth in this Agreement.

SECTION 6. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto CITY and its contractor the right to perform Project upon and adjacent to the right of way or property of Railway, at the aforescribed location; RESERVING, however, unto Railway the right to continue to maintain, repair, renew and operate its railway and appurtenances, and to construct such additional tracks and other railway facilities, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Project or any portion of the development located within the limits of said right of way in so doing, CITY will, at CITY's own cost and expense, upon notice in writing so to do served upon it by Railway, make such changes to the Project or development as may be necessary to accommodate the work of Railway.

SECTION 7. The CITY shall have general charge of the engineering work on the Project, but Railway shall provide such engineering services as Railway may require. Nothing herein shall deny Railway the right to place inspectors on work being done on its property or facilities. The costs for such services shall be borne by CITY.

SECTION 8. Subsequent to the award of any contract(s), and before any work is started on this Project, a conference shall be held between the representatives of CITY, Railway, and the interested contractor(s), at a time and place as designated by CITY's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 9. CITY shall require its contractor(s) at all times to use all reasonable care and diligence and to cooperate with the officials of Railway in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of Railway.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of CITY, render it impracticable to utilize funds from the current appropriation for the construction of the Project, CITY may serve formal notice of cancellation of this agreement upon Railway and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void. CITY shall reimburse Railway for all costs and expenses incurred by it at the request of CITY, on account of the Project prior to such cancellation and shall restore Railway's property to the condition existing prior to the initiation of the Project construction.

SECTION 10. CITY shall require the contractor(s), before entering upon Railway's right-of-way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of Railway for the occupancy and use of Railway's right-of-way outside the limits of the structure, and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 11. CITY shall acquire or settle all property, property rights and all damages to property affected by the Project. The cost of said property, property rights and damages to property shall be included as part of the Project expense.

SECTION 12. Railway may bill CITY monthly or periodically for its force account work when cost exceeds \$1,000.00. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to CITY within ninety (90) days of completion of said work. CITY shall pay all bills within sixty (60) days of receipt thereof. Final payment for all amounts due Railway shall be paid by CITY within sixty (60) days after the final audit has been made and approved.

SECTION 13. (a) To the extent permitted by the laws of Mississippi, CITY agrees to indemnify and hold Railway, and any other corporation controlling, controlled by or under common control with Railway, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while CITY is engaged in the work of constructing, improving, maintaining, or repairing the Project adjacent to and on the property of Railway as hereinabove provided.

(b) During the period of construction and/or improvement, or any period of maintenance, or repair, CITY and its contractor, if it employs one, shall procure and maintain, at their expense, in a form and with a company satisfactory to Railway, a policy of Commercial General Liability Insurance. Said policy shall have a minimum limit of not less than a combined single limit of \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. In addition, said policy shall be endorsed to name Railway as an additional insured and shall include a severability of interests provision. A

certificate of insurance certifying the existence of such insurance shall be furnished to Railway. This certificate shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railway.

(c) In addition, CITY or its contractor, if it employs one, shall procure, at its expense, and furnish to Railway a Railroad Protective Liability Insurance policy naming the Railway as the named insured. Said policy shall have minimum limits of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 in the aggregate for bodily injury and property damage liability, and physical damage to property. Said policy shall be underwritten by a company satisfactory to Railway on Insurance Services Offices Form No. CG 00 35 10 01. The original Railroad Protective Liability Insurance Policy shall be furnished to Railway.

(d) Evidence of such insurance (Certificate of Insurance for the Commercial General Liability Insurance and the original Railroad Protective Liability Insurance Policy) must be furnished to and approved by the Director Risk Management, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, prior to occupancy of Railway's property or commencement of construction, improvement, maintenance, or repair on Railway's premises.

The above insurance provisions are more specifically set forth in "Exhibit D" which is attached to this agreement.

SECTION 14. The work provided for in the agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which Railway has been notified by CITY to proceed, or (3) the date on which all funds necessary therefore on the part of CITY have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be constructed as compliance with the foregoing thirty (30) day provision.

Upon completion of the Project herein contemplated, CITY, shall own and maintain the trail covered structure, maintain the approach trail, own and maintain all other trail facilities constructed or changed under the terms of this agreement. Railway will permit access onto its property to perform any maintenance by CITY on its facilities. Access to Railway's property for future maintenance will be subject to Railway's terms and conditions for temporary right of entry. Railway shall, at its own cost and expense, maintain, repair, and renew all of its facilities constructed or changed under the terms of this agreement. Railway will not be vested with any rights of ownership in trail covered structure, and will not have a duty to maintain trail covered structure, and will not, if the trail is abandoned, have a duty to remove the trail covered structure from the Railway right of way.

SECTION 15. CITY shall require its contractor(s), upon the completion of the work of said contractor(s), to remove from within the limits of Railway's right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary buildings of said contractor(s), and to leave the right-of-way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of Railway.

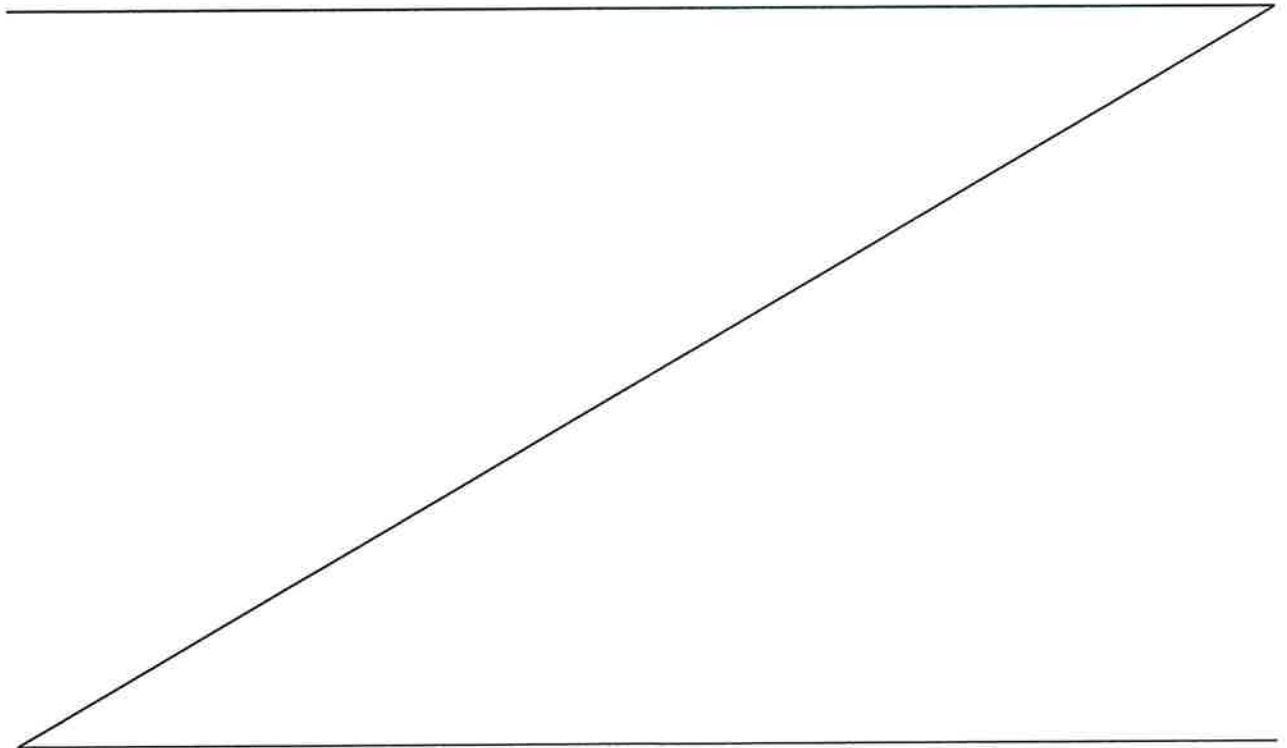
SECTION 16. Notwithstanding any other provision of this Agreement, it is mutually understood, agreed and covenanted that CITY accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described, caused by any defects therein or business carried on therein, if such loss, damage or injury is caused by the negligence of CITY, its officers, agents or employees.

SECTION 17. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Railway facilities within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by CITY in connection therewith.

SECTION 18. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

SECTION 19. The Project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans estimates, specifications, award of contract, acceptance of work and procedure in general. CITY will reimburse Railway as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 20. This Agreement may be terminated by either party hereto upon sixty (60) days' written notice to the other party. During said sixty-day period, CITY shall restore said premises to a condition satisfactory to Railway's chief engineering officer. CITY agrees to reimburse Railway for any and all costs of such work required to restore said premises to a condition satisfactory to Railway's chief engineering officer. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.



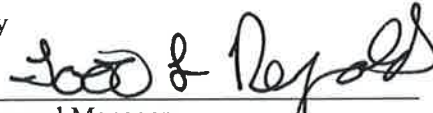
This Agreement shall take effect as of the 19th day of July, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the 4th day of June, 2013.

Witness:

**THE ALABAMA GREAT SOUTHERN
RAILWAY COMPANY**

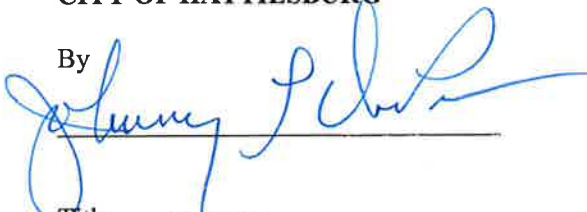

As to Railway

By 
General Manager

Witness:

CITY OF HATTIESBURG


As to CITY

By 
Title: Mayor



Solutions you can build upon

[illegible]

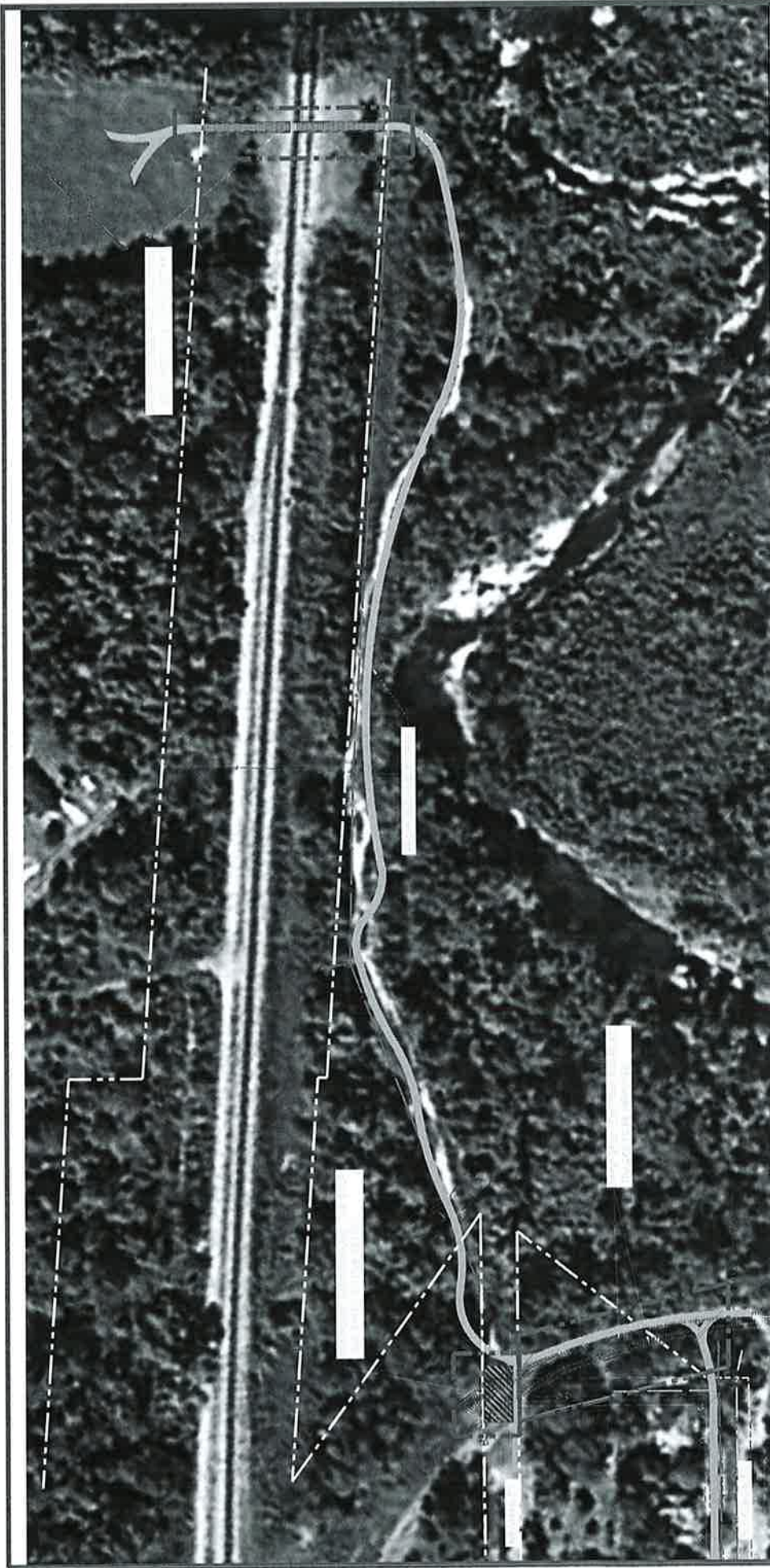


EXHIBIT A



LEGEND

DESCRIPTION	SYMBOL
SANITARY SEWER	—
POWER POLE	—
POWER LINE	—
GAS LINE	—
RAILROAD RIGHT OF WAY	—
PROPOSED TRAIL	—
RAILROAD CROSSING	—

NEEL-SCHAFER
Solutions you can build upon

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 06/20/2012 BY 60322 UCBAW/BJS

DATE 06/20/2012 BY 60322 UCBAW/BJS
DATE 06/20/2012 BY 60322 UCBAW/BJS

REVISIONS
NO. DATE BY DESCRIPTION

NO. DATE BY DESCRIPTION

NO. DATE BY DESCRIPTION

NO. DATE BY DESCRIPTION

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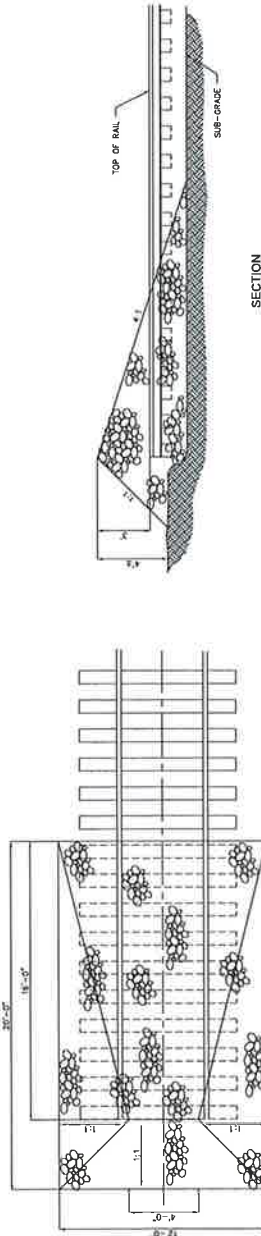
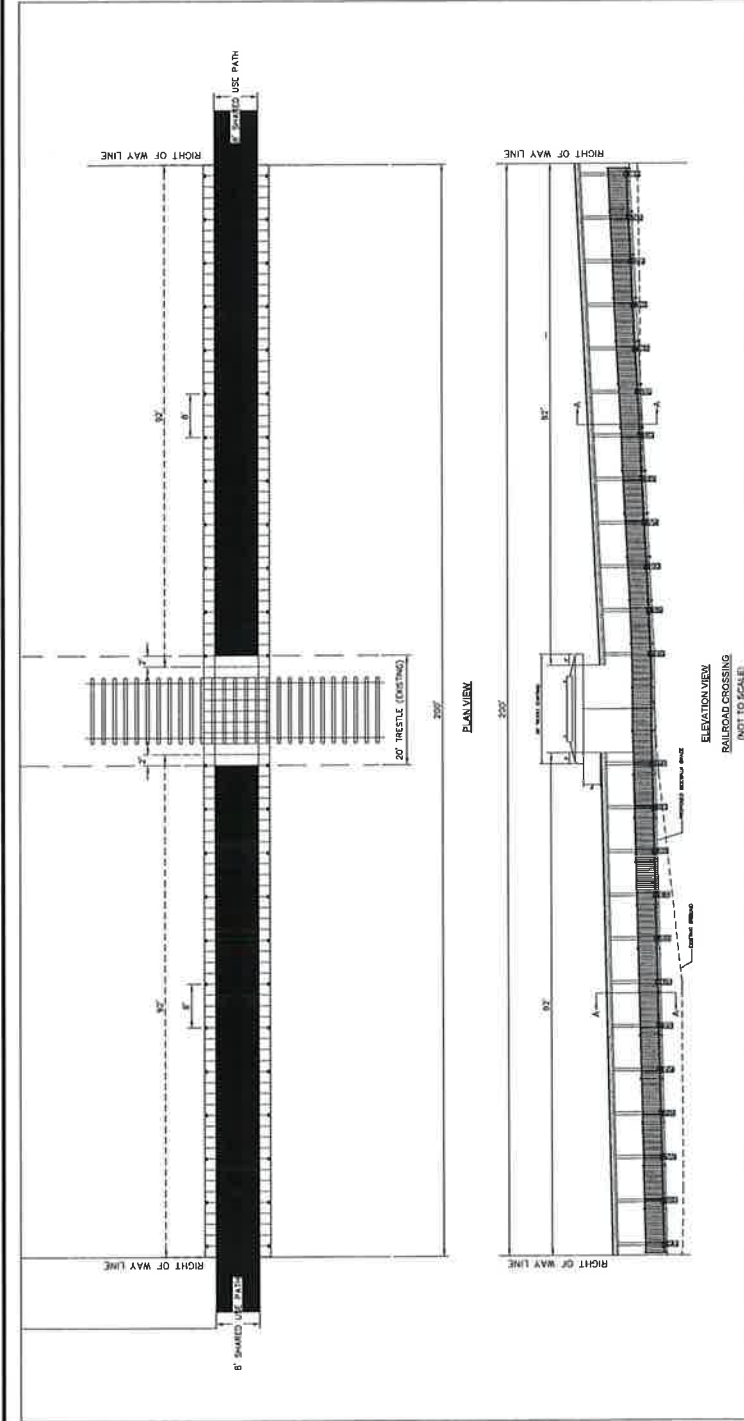
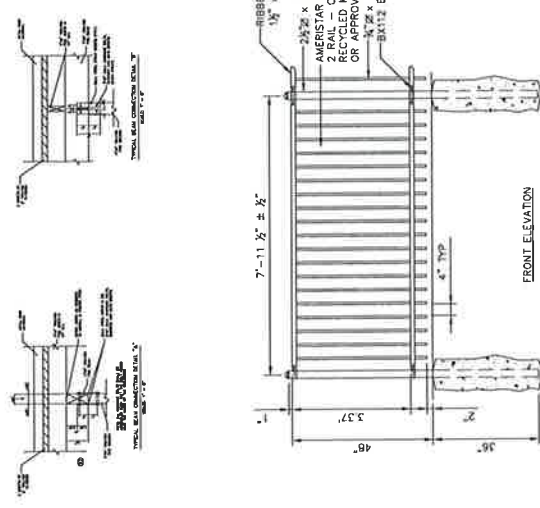
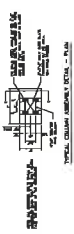
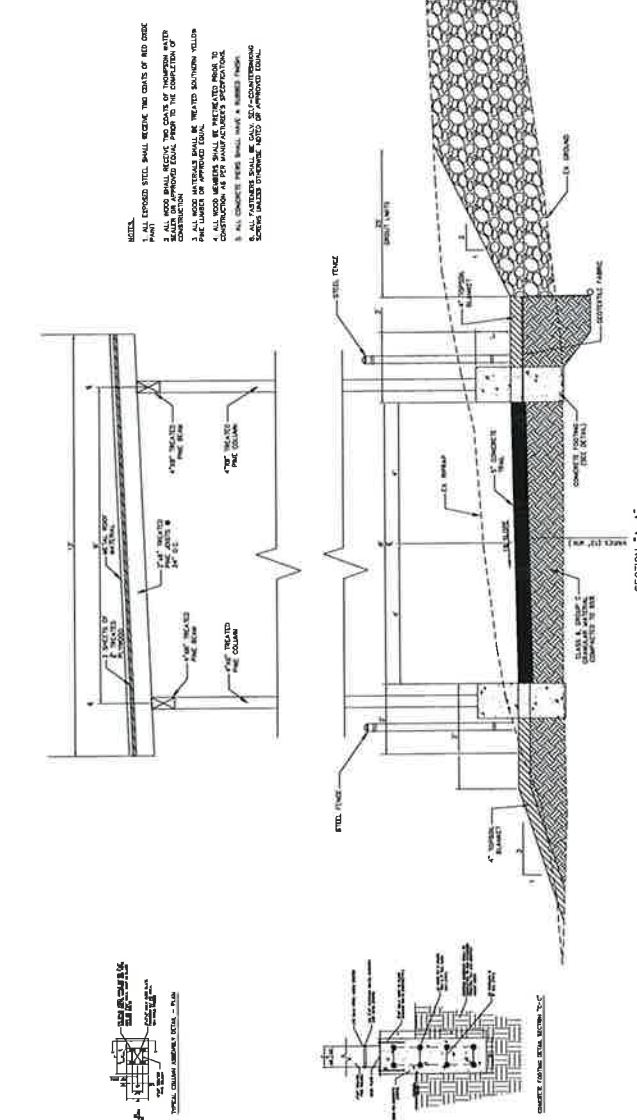


EXHIBIT A

NEEL-SCHAFER Solutions you can build upon		EXHIBIT 3 DETAILS																																																																																					
WORKING NUMBER: 4022-010		DRAWING NUMBER: 3																																																																																					
SHARED USE PATHWAY FROM NEWMAN-BUSCHMAN NEIGHBORHOOD TO CHAIN PARK CITY OF HATTIESBURG FORREST COUNTY, MS		NOTICE TO DRAWING HOLDER: NEEL-SCHAFER, INC. HEREBY REFERS TO AS THE ENGINEER HAS PREPARED AND TURNED THIS DRAWING TO THE PROJECTOR. ANY REUSE OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF NEEL-SCHAFER, INC. SHALL BE AT THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD NEEL-SCHAFER, INC. HARMLESS FROM ALL CLAIMS, DAMAGES AND RESULTING THEREFROM.																																																																																					
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	BY	DESCRIPTION																																					DRAWING INFORMATION <table border="1"> <thead> <tr> <th>W-T PROJECT NO.</th> <th>SCALE</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>833.001</td> <td>1"=10'</td> <td>06/02/2023</td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		W-T PROJECT NO.	SCALE	DATE	BY	833.001	1"=10'	06/02/2023																																					
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ORNAMENTAL STEEL FENCING DETAIL



- NOTES:
1. ALL EXPOSED STEEL SHALL RECEIVE TWO COATS OF RED OXIDE PAINT.
 2. ALL WOOD SHALL RECEIVE TWO COATS OF THOMPSON WATER REPELLENT.
 3. ALL WOOD MATERIALS SHALL BE TREATED SOUTHERN YELLOW PINE.
 4. ALL WOOD MATERIALS SHALL BE PREPARED PRIOR TO CONSTRUCTION AS PER MANUFACTURER'S SPECIFICATION.
 5. ALL CONCRETE SHALL BE A RIBBED FINISH.
 6. ALL CONCRETE SHALL BE A RIBBED FINISH.
 7. ALL CONCRETE SHALL BE A RIBBED FINISH.

EXHIBIT A

NEEL-SCHAFER Sustainable year when Spilled Asphalt										EXHIBIT 4 DETAILS		DRAWING NUMBER: 4022-010		DRAWING NUMBER: 4	
SHARED USE PATHWAY FROM NEWMAN-BUSCHMAN NEIGHBORHOOD TO CHAIN PARK										CITY OF HATTIESBURG FORREST COUNTY, MS					
REVISIONS										DRAWING INFORMATION					
NO.		DATE		BY		DESCRIPTION		NO. 1 PROJECT NO.		8833201		SCALE		NONE	
								SHEETED BY:				2500A_ZA		DATE: 06/29/2012	
								DRAWN BY:				JCB		DATE: 06/29/2012	
								CHECKED BY:				DATE:		DATE:	
NOTICE TO DRAWING HOLDERS										NEEL-SCHAFER HAS PREPARED THIS DRAWING FOR THE CITY OF HATTIESBURG, MISSISSIPPI. THE CITY OF HATTIESBURG, MISSISSIPPI, IS THE OWNER OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. THE CITY OF HATTIESBURG, MISSISSIPPI, IS NOT RESPONSIBLE FOR THE RESULTS OF THE USE OF THIS DRAWING. 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EXHIBIT B

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Alabama Great Southern Railroad Company
For the Account of:	City of Hattiesburg
Project Description:	Pedestrian Trail Construction Underneath Leaf River Bridge
Location:	Hattiesburg, Forrest County Mississippi
Project No.:	4022-010
Milepost:	NO-84.5
Date:	May 17, 2013
File:	BR0011777

SUMMARY

ITEM A - Preliminary Engineering	1,512
ITEM B - Construction Engineering	2,789
ITEM C - Accounting	1,269
ITEM D - Flagging Services	6,430
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 12,000

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	10 Hours @ \$60 / hour=	600
Labor Additives:		472
Travel Expenses:		440
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ 1,512

EXHIBIT B

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	20 Hours @ \$60 / hour=	1,200
Labor Additives:		943
Travel Expenses:		646
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ 2,789

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		119
NET TOTAL - ITEM C		\$ 1,269

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	10 days @ 190.00 per day=	1,900
	(based on working 8 hours/day)	
Labor Additive:		3,530
Travel Expenses, Meals & Lodging:		
	10 days @ \$100/day=	1,000
NET TOTAL - ITEM D		\$ 6,430

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

EXHIBIT B

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	0
Other:	0

NET TOTAL - ITEM F	\$	-
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ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0

NET TOTAL - ITEM G	\$	-
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ITEM H - T-CUBED

Lump Sum	\$	-
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/17/2013). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

Norfolk Southern – Special Provisions for Protection of Railway Interest

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks. For Public Projects impacting Norfolk Southern, the Public Projects Engineer will serve as the Railroad Engineer.

The authorized representative of the Department, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. Department's Prime contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Department Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad Company to review.
3. Obtained Railroad's Flagger Services as required by paragraph 7 herein.
4. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
5. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the

EXHIBIT C

property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.
- D. "One Call" Services do not locate buried railroad utilities. The contractor shall contact the railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage railroad underground facilities. Upon request from the contractor or agency, railroad forces will locate and paint mark or flag railroad underground facilities. The contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried railroad facility, the contractor shall coordinate with the railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the contractor during the course of the disturbance under the supervision and direction of the railroad representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Chief Engineer Bridges & Structures
 - 3. All proposed temporary clearances which are less than those listed above must be submitted to the Chief Engineer Bridges & Structures for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

EXHIBIT C

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
 - B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
 1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
 1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad or their designated Construction Engineering Representative.
 - b. In accord with the Railroad's written outline of specific conditions.
 - c. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accord with these Special Provisions.
 2. Submittal Requirements
 - a. The contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
 - e. All submittals shall first be approved by the Department Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

EXHIBIT C

- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - i. General Means and Methods
 - ii. Roadway Protection
 - iii. Construction Excavation & Shoring
 - iv. Pipe, Culvert, & Tunnel Installations
 - v. Demolition Procedure
 - vi. Erection & Hoisting Procedure
 - vii. Debris Shielding or Containment
 - viii. Blasting
 - ix. Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - x. Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - i. Shop Drawings
 - ii. Bearing Shop Drawings and Material Certifications
 - iii. Concrete Mix Design
 - iv. Structural Steel, Rebar, and/or Strand Certifications
 - v. 28 day Cylinder Test for Concrete Strength
 - vi. Waterproofing Material Certification
 - vii. Test Reports for Fracture Critical Members
 - viii. Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Roadway Protection

- 1. The Contractor shall submit the proposed roadway protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
- 2. The roadway protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

EXHIBIT C

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer, licensed in the state of the proposed project, in accordance with Norfolk Southern's Guidelines for Design of Grade Separation Structures, Section 1 – Overhead Grade Separation Design Criteria, subsection 4.E Construction Excavation. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G.
4. The contractor shall be required to survey the track(s) and railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

E. Pipe, Culvert, & Tunnel Installations

- a. Pipe, Culvert, & Tunnel Installations shall be in accordance with the "Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property (NSCE-8)."

F. Demolition Procedure

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad

EXHIBIT C

right-of-way and within a distance of boom length plus 15'-0" from the centerline of track.

- b. Railroad tracks and other railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Department, the Railroad Engineer or their representative, and the key contractor personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2, the contractor shall submit the following for approval by the Railroad Engineer:
 - i. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - ii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iii. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - iv. The contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the

EXHIBIT C

field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.

- v. A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vi. Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

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- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Department, the Railroad Engineer or their representative, and the key contractor personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened.

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2, the contract shall submit the following for approval by the Railroad Engineer:
 - i. As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - ii. A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - iii. Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - iv. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

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- v. The contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Department and the Railroad.
- vi. A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- vii. Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Department Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 5.E.2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.

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- g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
- 2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
- 3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
- 4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:

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- a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
- b. Hole diameter.
- c. Hole spacing and pattern.
- d. Maximum depth of hole.
- e. Maximum number of decks per hole.
- f. Maximum pounds of explosives per hole.
- g. Maximum pounds of explosives per delay.
- h. Maximum number of holes per detonation.
- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

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3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NS. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

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6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

- 1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
- 2. Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
- 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

- 1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
- 2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- 3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to

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give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.

C. Payment:

1. The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Department by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact Railroad's System Engineer - Public Improvements. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Department's

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Engineer. Address all written correspondence electronically to Railroad's System Engineer - Public Improvements:

2. The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor or Agency will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90-days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking

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along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Agency's personnel authorized to perform work on Norfolk Southern's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Agency's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.

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- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of

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\$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

3. The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - i. CG 00 35 01 96 and CG 28 31 10 93; or
 - ii. CG 00 35 07 98 and CG 28 31 07 98; or
 - iii. CG 00 35 10 01; or
 - iv. CG 00 35 12 04.
- c. The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Management
- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Other endorsements/forms that will be accepted are:
 - i. Broad Form Nuclear Exclusion – Form IL 00 21
 - ii. 30-day Advance Notice of Non-renewal or cancellation
 - iii. Required State Cancellation Endorsement
 - iv. Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are NOT acceptable are:
 - i. Any Pollution Exclusion Endorsement except CG 28 31
 - ii. Any Punitive or Exemplary Damages Exclusion
 - iii. Known injury or Damage Exclusion form CG 00 59

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- iv. Any Common Policy Conditions form
- v. Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Norfolk Southern will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. NS will NOT accept initial insurance submissions via email or faxes.
 2. Norfolk Southern requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The original or certified true copy of the railroad protective liability insurance policy.
 - b. The contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
 3. Norfolk Southern does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Norfolk Southern must have the full original countersigned policy. Norfolk Southern understands that this can

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typically take a minimum of 30-45 days to receive for review. Please also note that mere receipt is not the only issue but review for compliance, which Norfolk Southern has 10 business days from receipt to respond.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Department's Project No.: _____

Appendix B

Norfolk Southern Checklist for Construction

Norfolk Southern Check List for Construction

* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: _____

Sponsor/DOT File #: _____

Norfolk Southern Public Improvement Contact: _____

☐

Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?

☐

Has **Insurance** been approved by Norfolk Southern Risk Management Department (Scott Dickerson)? Date Approved: _____

☐

Has a **Pre-Construction Meeting** been scheduled with a Norfolk Southern representative? Scheduled Date: _____

☐

Has a **Construction Right-of-Entry** been executed by contractor and Norfolk Southern? Date Fully Executed: _____

☐

Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative? Date Issued _____

☐

Has a **Flagman** been assigned? Name/Phone # _____

Signed by DOT Representative

Date

Signed by Contractor

Date

Signed by NS Representative

Date

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK
FEDERAL-AID PROJECT NO.
STP 8771-00(002) LPA/106943-701000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, December 1, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing an 8' wide concrete sidewalk along Buschman Street to Chain Park, and a 5' wide concrete sidewalk along Unetta Street.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

October 23, 2016

October 30, 2016

SECTION 901 - ADVERTISEMENT FOR BIDS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

NOTICE TO CONTRACTORS

**PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK
FEDERAL-AID PROJECT NO.
STP 8771-00(002) LPA/106943-701000**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, December 1, 2016 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing an 8' wide concrete sidewalk along Buschman Street to Chain Park, and a 5' wide concrete sidewalk along Unetta Street.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403-1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$150.00, none of which is refundable.

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The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

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Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

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The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

A handwritten signature in blue ink, appearing to be "K. S. S.", is written over a horizontal line.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

October 23, 2016

October 30, 2016



City of Hattiesburg, MS

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

Master

File Number: 2016-3020

File ID: 2016-3020

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: Tenant Based Rental Assistance Contract

Final Action:

Minute Book Number:

Title:

Approve a Tenant Based Rental Assistance Contract with Shoemaker Property Management, LLC in the amount of \$835.00 (on behalf of Irene Martin) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: Shoemaker Property Mgmt TBRA Contract
10-18-2016

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3020

Title

Approve a Tenant Based Rental Assistance Contract with Shoemaker Property Management, LLC in the amount of \$835.00 (on behalf of Irene Martin) and authorize the Mayor to execute in triplicate for same. Authorize and approve issuance of a manual check for the same, per the attached memorandum. {Entitlement HOME}

Summary

Tenant Based Rental Assistance Contract

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS Shoemaker Property Management, LLC 219 south 40 th Avenue – Suite F Hattiesburg, MS 39402 Telephone No. 601-268-6022	UNIT NO. & ADDRESS #12 1700 West 7th Street Hattiesburg, MS 39401	TENANT NAME: Irene Martin
---	--	----------------------------------

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on November 1, 2016¹ and end no later than October 31, 2017.² The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT³

- A. The (program administrator) will pay a security deposit to the Landlord in the amount of \$ 350.00. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).
- C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

- A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is \$ 485.00.
- D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:
 - 1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 - 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 - 3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

¹ Insert the first day of the term of the Lease.

² The maximum allowable length of a HOME Coupon Contract is two years.

HOME Tenant Based Rental Assistance Contract (Page Two)

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. Office of Federal and States Program AND HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which the Office of Federal and States Program or HUD may reasonably require.
- B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract;or

- (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program RELATION TO THIRD PARTIES

- A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

- A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Shoemaker Property Management, LLC	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

NAME(S): Shoemaker Property Management, LLC
ADDRESS: 219 South 40th Avenue – Suite F
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program Claims

DATE: October 18, 2016

Recipient:	Shoemaker Property Management, LLC
Activity:	Tenant Based Rental Assistance
Program:	HOME
Project Site:	1700 West 7 th Street – Suite #12
Amount Requested:	\$835.00
Purpose of Request:	Payment Request 1 st and Final
Work Provided by:	Shoemaker Property Management, LLC

SHOEMAKER PROPERTY MANAGEMENT, LLC
(601)268-6022 Emergency (601)270-5664
P.O. Box 17433 - Hattiesburg, MS 39404-7433
RENTAL LEASE AGREEMENT

Power on
9.26.16

Current
disc card is
w/ print card

AGREEMENT made this 28 day of Sept, 2016
By and between SHOEMAKER PROPERTY MANAGEMENT LLC, hereinafter known
as Lessor, and

Clrene Martin herein after known as
Lessee, for property known as

1700 West 7th St #12 Hattiesburg, MS
Forrest County, Mississippi. 39401

1. TERMS AND RENTAL: This property herein described is leased on a yearly
basis beginning Oct 1, 2016, and ending at 5:00 P.M. on Sept 30

2017, at a rate of \$ 485 monthly. This lease will be terminated at the end of this
period and will go month to month if lease is not renewed for another 6 to 12 months. The Owner
does hold the right to require a new lease at the end of the original lease period if a 30 day notice
is given to the tenant prior to the lease expiring.

2. LATE CHARGES AND BAD CHECK FEES: Rent is due on the first of the month. A late
charge of \$50.00 will be added as rent after the fifth day. In addition, should any rental be paid
by check and said check is returned to Lessor by the bank on which it is drawn, as unpaid, then
handling fee of \$40.00 shall be added as additional rent, plus an additional \$2.00 per day for each
day thereafter that the check is not redeemed in legal US tender. If applicable, both late charge
and bad check fees will be charged.

3. KEYS: Lessee has received 1 door keys and 0 mail box keys and 0 garage
door remotes.

4. OCCUPANCY: Lessee agrees that there shall not be more than 3 person(s) living in the
dwelling and this/these person(s) shall consist of 1 adult(s) and 2 children.

5. USE: The Lessee will use the property as a private single family dwelling only. No business
uses or illegal uses shall be made of the dwelling. No mechanical work shall be permitted on any
motor vehicles and all motor vehicles must be kept in designated parking areas. No nuisance
shall be created on the property.

6. ANIMALS: Animals are not allowed unless agreed to in advance by lessor, and a pet deposit
is collected from the Lessee. The following animals are
allowed: 0 with a pet deposit of \$ 0. The lessee
agrees that pets are not allowed to roam outside. Any pet that Lessee has must remain inside
lessee's home, except when being walked by Lessee. Pet must be on a leash held by tenant while
being walked. Any outside pet is to be in secured fenced area. This applies only on premises
that allow pets. Deposits are non-Refundable. Clrene Martin

7. MAINTENANCE: The Lessee shall be responsible for any stoppage in plumbing and damage
to fixtures and equipment caused by misuse or neglect. Lessee further agrees to pay for broken
windows and lost keys. Before any repairs are made to the dwelling, Lessee shall notify Lessor
that repairs are necessary and it will be at the sole discretion of the Lessor as to whether or not

said repairs and/or maintenance are necessary and as to which repairman shall be used. All costs attributable to Lessee shall be added as rent and be immediately due and payable; this includes any damages caused due to Lessee failing to notify Lessor. Lessee will not paint nor make any structural change in the dwelling and will leave the dwelling in a clean condition such as the promises appeared at the time of initial occupancy.

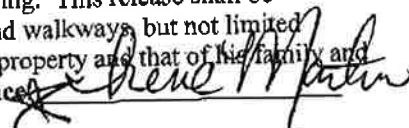
The Lessee is also responsible for the changing of air filters. The Lessor will not provide these for apartments or houses. Air filters are to be changed or cleaned monthly. If any air conditioning repair is made and it is found to be at the fault of the lessee for neglect of the filter, the lessee will be charged for said repair.

The lessee is responsible for lawn maintenance of any house. The lessor will be responsible for the upkeep while the property is vacant. At the time the lessee receives possession of the property, the lessee will assume full responsibility.

The lessor does not provide pest control. This is also the lessee's responsibility.

8. **INSPECTION:** Lessee has inspected the dwelling and accepts the dwelling in its present condition. Lessor and his authorized agent shall have the right at any reasonable time to enter upon and into the dwelling for the purpose of inspection and/or making any necessary repairs, and/or showing the dwelling to prospective tenants.

9. **SUBLET AND ASSIGN:** The Lessee shall not sublet the dwelling nor assign this lease without the written consent from the Lessor, and Lessor shall not be required to consent.

10. **LIABILITY:** The Lessor **shall not be liable** for any failure of water supply, electric current or other service. Unless caused by the negligence of the Lessor, the Lessor shall not be liable for injury, loss or damage the property of the Lessee caused by Lessee, or other persons. Lessor shall not be liable for personal injury, or for damage to or loss of Lessee's personal property (furniture, jewelry, clothing, etc), from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosions, interruptions of utilities, or other occurrences unless such injury or damage is caused by the negligence of the lessor. Accordingly, Lessee releases Lessor, his agents and employees from any and all liability for any injury to the Lessee, members of his household, his guests or anyone else in, on, or about the dwelling. This release shall be applicable to the entire area leased including parking areas, and walkways, but not limited thereto. Lessee shall be responsible for insuring his personal property and that of his family and guest. **It is Recommended Lessee purchase rental insurance.** 

11. **SMOKE DETECTORS:** Lessee agrees to report in writing to Lessor, any absence of, or malfunction of a smoke detector(s) on the premises, to acknowledge in writing to Lessor that Lessee has checked the smoke detector(s) upon taking possession and occupying the premises whether the smoke detector(s) is in good operating order. Lessee further agrees to be responsible for keeping fresh **Eveready** or **Duracell** batteries in the smoke detector(s) and agrees not to remove the battery(s) except at times when he is replacing them with new battery(s). Lessee agrees to check warning horn test button every week. Lessee agrees that he will surrender the leased premises upon termination of this agreement with smoke detector(s) in good operating condition and agrees to satisfy and pay all expenses incurred in repairing and/or replacing said smoke detector(s). Lessee further agrees that he will not, for any reason, render the smoke detector(s) inoperable or remove same.

12. **SWIMMING POOL:** If the leased facility has with it a swimming pool, playground Area, or other common facility or area, Lessee agrees that all such facilities are unattended and that in the use of any of such facilities the Lessee, his family members, and guests **ASSUME THE RISK** for the use of the facility. Nevertheless, Lessee agrees to abide by all rules which may be posted concerning the use of any such facility, and a violation of such rules shall constitute default.

13. FURNISHINGS AND APPLIANCES: Tenant shall preserve and maintain all furnishings and appliances in the dwelling and upon vacating shall leave the same in a clean condition. If the dwelling is rented with furniture, then the Lessor shall have the right to declare the lease unfurnished and to remove the furniture. In that event, the Lessee shall have the right to terminate the lease.

14. DEFAULT: Failure of the Lessee to comply with any of the terms of this lease shall be default. Time is of the essence in the payment of all rents. Lessor shall not be required to accept late payments, or allow Lessee to cure any default. *Brene Martin*

15. TERMINATION: Lessor may terminate this lease upon any default by the Lessee. Lessee may terminate this lease as provided in Paragraph 14 above. Upon termination or expiration of this lease the Lessee shall give up and surrender possession of the dwelling. Notice of termination should be given 30 days written prior to the effective date of termination at beginning of the month. *Brene Martin*

If terminated by Lessor for cause, Lessee agrees to be financially and contractually responsible for the remainder of the Lease including, but not limited to, monthly rent and landscaping until a new tenant can be obtained.

16. REMEDIES: After default and termination, the Lessor may re-enter and re-take possession of the dwelling. The Lessee shall remain liable for the entire rent and Lessor shall not be required to seek or find a new Tenant. The Lessor shall be entitled to apply all deposits to amounts owed and to hold the goods of Lessee to secure payment of any funds due Lessor. In addition Lessee shall be liable for all costs of enforcing this lease including, but not limited to court costs and attorney's fees. Upon regaining possession of the dwelling, the Lessor shall be entitled to remove any and all of the personal property and effects of the Lessee and his guests from the dwelling and store the same. If the Lessee and/or his guest have not claimed the personal property and effects within Thirty (30) days from the date Lessor acquired possession, then the same shall be deemed abandoned and the Lessor may dispose of them in any manner without liability or accounting to the Lessee, his family members or quest.

17. NOTICES: All notices required shall be in writing and delivered or mailed, postage fully prepaid, to the addresses stated above for Lessor and Lessee. Notices are considered effective from the day of delivery or the date of mailing. If delivery is attempted by the Lessor and Lessee is not present, then posting the notice on the front door shall constitute delivery.

18. HOLDING OVER: If lessee shall hold over after the expiration or termination of this lease without having agreed with the Lessor in writing as to the new rental, then Lessor may terminate this lease at will on three (3) days notice and Lessee shall be liable pro-rata for each day the Lessee held over.

19. RENEWAL AND EXTENSION: Unless Lessee gives Lessor written notice at least thirty (30) days prior to the expiration of this lease, then this lease shall be void and a new lease must be signed for no less than a six (6) month basis, but at a new rental to be agreed upon in writing between the parties, but in no event less than the rental herein stipulated. Both parties will still retain the right to terminate the lease with a thirty (30) day written notice.

Lessor reserves the right to notify lessee 24 hours before showing property to prospective new lessee or any inspections needed, Change AC filters.

Brene Martin

20. **DEPOSIT:** Lessee has made a deposit with Lessor to secure Lessee's obligations hereunder. Upon termination or expiration of this lease Lessor shall inspect the dwelling and the account of the Lessee. The deposit shall be returned to the Lessee provided the dwelling and all furniture and appliances are left in a clean condition, normal wear and tear expected, and all rents and other sums due have been paid. Otherwise Lessor may retain the deposit or so much thereof as in Lessor's opinion is necessary to clean or replace any damage or to pay Lessee's account. Lessee shall remain liable for any excess amount required and Lessee understands that the deposit in no way limits his liability. Unless the terms of the lease are fulfilled, the deposit is forfeited. **Deposit will not be returned to Lessee if Lessee chooses not to take residence after security deposit is made and management has taken said property off the market for rent. The security deposit is to secure the conditions of this lease agreement and the property has been turned back over to management.**

Shene Martin

By: _____

Signature indicates a full understanding of the conditions of paying a Security Deposit.

21. **INSURANCE:** Owner and Management recommend that Lessee obtain personal insurance and personal liability insurance. The Owner has no insurable interest in Lessee's personal property and will not be liable for acts of Lessee, Lessee's family, guest or invitees.

22. **WATER BEDS:** No water beds shall be allowed in the apartment without prior written consent of Owners or Management.

23. **LOCKS AND KEYS:** No locks shall be changed or added in any way, to any door except with prior written consent of Owner or Management. There shall be a charge for replacing lost keys (\$45.00), opening doors after hours for Lessee lockouts (\$50.00), and for keys Lessee fails to return. Also, Lessee shall be responsible for replacing any lost garage door openers at \$100 each.

24. **DISCLOSURE OF AGENCY RELATIONSHIP:** The parties confirm, in connection with this transaction, that the Listing Firm and Leasing Firm have represented the parties indicated below, and that these relationships were disclosed to the parties in writing at or before the time specific real estate assistance was provided. The parties agree that one of the following applies:

AFTER REVIEWING THE BELOW, PARTIES AGREE THAT SUBPARAGRAPH A
(INDICATE A, B, C, OR D) APPLIES HEREIN

A. The Listing Firm, the Leasing Firm, and their salespersons represent the Lessor as their client. The Lessee is the customer.

B. The Listing Firm and its salespersons represent the Lessor. The Leasing Firm and its salespersons represent the Lessee.

C. The Listing Firm and its salespersons represent both the Lessor and the Lessee as dual agents by mutual agreement and all parties have signed and understand the Dual Agency Confirmation form attached and made a part of this Lease agreement.

D. The Leasing Firm and its salespersons represent the Lessee. The Lessor is the customer.

25. **LEAD-BASED PAINT:** Parties are aware that the age of the property might make it suspect that "Lead-Based" might have been used. In accordance with "HUD", and "EPA" final rulings as set forth Federal Regulation 9064 (March 6, 1996) and in compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act. of 1992 (Title X of the Housing and Community Development Act of 1992, P.L. 102-550), the Lessor does give notice to the Lessee that Lessee has ten (10) days to conduct the Risk Assessment of Inspection as provided therein

and has provided all available records or reports pertaining thereto. Lessee, by initialing below, acknowledges receipt of the "Lead-Based Paint" pamphlet required by HUD and EPA.

Lessee(s) Initials *LM*

Lessor(s) *SB*

26. ADDENDUM THAT ARE A PART:

1. Application
2. Agency Disclosure
3. Inspection of Premises
4. Lead-based Paint Disclosure, if applicable

Lessor *SBurnside* Lessee *Drene Martin*
Date _____ Date _____

AGREED ON THIS THE _____ day of _____, 20____.

DEPOSIT \$ _____

Drene Martin
Lessee

ACCEPTED BY: _____ Lessee

Smoking is not allowed inside dwelling.

Drene Martin
Lessee

If we have to file in justice court for eviction you will have a \$20.00 Dollar filing fee.
Drene Martin
Lessee

If you are filed on more than 3 times in a lease term it will be Automatic eviction.
Drene Martin
Lessee

IF unit has to be re-painted after tenant moves out and it has been under 2 years the deposit will be forfeited.
Drene Martin
Lessee

SBurnside
Lessor

Upon inspection unit was free of bed bugs. After move in if unit becomes infested, it will be on the lessee to have a professional exterminator.
Drene Martin

TENANTS ARE RESPONSIBLE FOR FULL PAYMENT IF BED BUGS ARE DETECTED AFTER MOVE-IN!!!!

To tenants that Shoemaker Property pays water:
If you fail to report water leaks or running commodes you will be held liable for water bill.

Drene Martin

Lessee

ADDENDUM "A" SECURITY DEPOSIT

Security Deposit(s): \$ 350 Date _____
Deposits on Terry Taylor's property are held in his personal escrow account. All others are held in our escrow account unless addendum is attached.
This SECURITY DEPOSIT AGREEMENT shall govern refunds of all deposit(s), including deposits for any and all purposes, and shall apply to renewals and/or extensions of the RENTAL LEASE AGREEMENT. The deposit(s) will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made:

CONDITIONS FOR REFUND

1. NOTICE. At least 30 days written notice of intent to vacate at the 1st of the month must be given to owner's representative prior to the ending date of the lease term renewal period or extension period. In the event of automatic renewal or extension of the rental contract rent shall be paid through the last day of the month following the expiration of the 30 day notice period unless owner agrees otherwise in writing.
2. FULL TERM. The full term of the rental contract (or any renewal or extension periods) must have ended.
3. RENT PAID. At time of move-out all rents must be paid in full through the end of the lease term or through the end of the month of any renewal or extension period. Resident may not apply security deposit(s) to rent. If lease is not completed to end date, tenant forfeits the whole deposit amount. Resident agrees that the full monthly rent will be paid on or before the due day of each month including the last month of occupancy.
4. FORWARDING ADDRESS. A written copy of resident's forwarding address or addresses must be left with owner's representative.
5. CLEANING REQUIREMENTS. The dwelling, including furniture and kitchen appliances, must be cleaned thoroughly.

DEDUCTIONS FROM TOTAL SECURITY DEPOSITS

1. FAILURE TO CLEAN. If resident fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including for clean carpets, draperies, furniture, wall, etc., soiled beyond reasonable wear.
2. OTHER DEDUCTIONS. After inspection by owner's representative, appropriate charges will be deducted for any unpaid sums due under the rental contract, including damages or repairs to the apartment or its contents (beyond reasonable wear) insufficient light bulbs, stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets and/or furniture, etc. Charges for unreturned keys will be made as follows: door key \$ 45 mail box key \$ 45 deductions for late payments and returned checks will be as set out in the rental contract.
3. PET CHARGES. Pets are not allowed without written permission of owner's representative. If a pet is kept on the premises, even temporarily, by anyone without prior written permission, penalty of \$10.00 per day will be charged, payable immediately, and in addition, such will be cause for termination by owner or resident's right of occupancy and/or suit for damages. Also, if a pet has been kept on the premises at any time during the resident's term of occupancy by anyone (with or without written permission), an additional charge in the amount of up to \$ 350 may be made for carpets to be professionally shampooed and defleaed in order to protect future residents for possible health hazard.

PROCEDURES

1. RETURN OF DEPOSIT(S). After all of the above conditions have been complied with by resident and lawful deductions have been made, the balance of the security deposit(s) will be mailed to resident's forwarding address or addresses, along with an itemized accounting of any deductions no later than 23 days after move-out.
2. FAILURE TO PAY FIRST MONTH'S RENT. If resident fails to pay first month's rent by the first day of the first rental period under the rental contract, resident's deposit(s) will be forfeited and, in addition, owner may terminate resident's right of occupancy and sue for damaged, including loss of future rental, attorney's fee, court cost, and other lawful charges.

Addendum to Deposit

Tenant, _____ fully understands that the
owner of _____ is
holding their deposit in their personal possession.

Date: 9.28.14

Lessor: 9300000000

Lessee: Shene Martin

CLEANING CHECKLIST- MOVE OUT OF HOUSE AND APARTMENT

General:

1. Wash all windows inside and out in all rooms. Clean out window tracks.
2. Wash all window sills and curtain rods.
3. Wash inside and outside of front and back door.
4. All marks must be washed off walls. Remove all nail. If you have lived in the residency less than 2 years, you will need to paint all walls, trim, ect with correct color, or it will be held out of your deposit.
5. Wash all vinyl and tile floors.
6. All carpeting must be vacuumed and professionally shampooed. Save receipts and turn in to manager: or request that manager have it arrange to have this done and the cost will be deducted from your security deposit.
7. All trash must be removed from premises.
8. Clean all blinds and wash.
9. Clean all light fixtures throughout unit and replace any burnt bulbs.

Kitchen:

1. Clean inside and out of dishwasher and range hood.
2. Scrub kitchen floor, including under the movable appliances
3. Wash inside of refrigerator with warm water.
4. Take out vegetable drawers and wash in warm water, dry and replace.
5. Wash and dry outside of refrigerator.
6. Move refrigerator out from wall and clean underneath. DO NOT TURN OFF!
7. Freezer must be defrosted and cleaned.
8. Remove racks and broiler pan, soak in hot water to clean, dry well.
9. Clean inside of oven, top of stove, under elements, pan drawer, exhaust fan, hood.
10. Remove lower drawer and clean under stove.
11. Wash cupboards inside and out. Remove any shelf paper.
12. Wipe out drawers with damp rag.
13. Clean sink and counter tops.

Bathroom:

1. Wash down tile
2. Clean bathtubs, tile, around tub, sink, door, and fixtures
3. Clean inside and outside of toilet
4. Clean the inside of medicine cabinet.
5. Wash mirror
6. Scrub floor.

Lawn Care: (if applicable)

1. Mow lawn and weed flower beds
2. Haul away all garbage

Tenant: 513

Date: _____

~~Landlord:~~ Rene Math Date: _____



WORKING WITH A REAL ESTATE BROKER

Approved 01/2003 By
MS Real Estate Commission
P. O. Box 12683
Jackson, MS 39232

****THIS IS NOT A LEGALLY BINDING CONTRACT****

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

- *The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Buyer and Seller:

- *A duty of honesty and fair dealing.
- *A duty to disclose all facts known to the Seller's agent materially affecting the value of the property, which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

- *The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

- *A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant. A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

- ☐ Client (Seller's or Landlord's Agent)
☐ Client (Buyer's or Tenant's Agent)
☐ Client (Disclosed Dual Agent)

☒ Customer (Not as my Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

(Client)

(Client)

Heather Corty (Licensee)
Shirley L. Hight (Company)
Gene M. Matus (Customer)
Gene M. Matus (Customer)

LICENSEE - Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.



City of Hattiesburg, MS

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

Master

File Number: 2016-3019

File ID: 2016-3019

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: CDBG Program Payment

Final Action:

Minute Book Number:

Title:

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payment 10-18-2016,
Receipts- Bradley home Improvements, Bradley
Home Improvement

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3019

Title

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Summary

CDBG Program Payment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: October 18, 2016

Recipient:	Breakthrough Community Services
Activity:	Minor Home/Emergency Repair/Rehabilitation
Program:	CDBG
Project Site:	509 Bowling Street and 705 Claiborne Avenue
Amount Requested:	\$10,000.00
Purpose of Request:	Payment Request #1
Work Provided by:	Billy Bradley Home Improvements



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Emergency Repairs	509 Bowling Street 705 Claiborne Avenue	01	October 4, 2016

Quantity	Description	Unit Price	Total
2	<i>Emergency Repairs: Completed</i> • 509 Bowling Street • 705 Claiborne Avenue	2,450 7,000	2,450.00 7,000.00
1	<i>Project Delivery</i>	550	550.00
			\$10,000

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

R. H. J. 10/07/16

1472

				1472
Vendor: Billy Bradley Home Improvement		Date: 10/07/2016	Amount: 9,450.00	
For: Emergency Repair 509 Bowling and 705 Claiborne				
INVOICE	INVOICE	INVOICE	DIST.	
DATE	NUMBER	DESCRIPTION	AMOUNT	ACCOUNT
10/07/2016	2	Emergency Repair 509 Bowl.	9,450.00	002999

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1472

NUMBER

1472

DATE
10/07/2016

*****9,450.00

**PAY
TO THE
ORDER
OF**

NINE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS

Billy Bradley Home Improvement
4117 Highway 26 West
Lucedale MS 39452

For: Emergency Repair 509 Bowling and 705 Claiborne

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

1100147211 10653002791 11480018586811

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1472

1472

INVOICE		INVOICE	INVOICE	INVOICE	INVOICE
DATE	NUMBER	DESCRIPTION	AMOUNT	ACCOUNT	
10/07/2016	2	Emergency Repair 509 Bowl.	9,450.00	002999	

Bradley Home Improvement
4117 Hwy 26 W
Lucedale, MS 39452

601-947-0604

To: Breakthrough Community Services, Inc
1313 Country Club Road
Hattiesburg, MS 39401

INVOICE

Project
705 CLAIRBORNE AVE
Hattiesburg, MS 39401
OWNER: ESSIE ELLIS

INVOICE TOTAL

Labor & Material \$6,340.00

Date 10-4-16
Billy Bradley

BRADLEY HOME IMPROVEMENT
4117 Hwy 26 W
Lucedale, MS 39452

To: BreakThrough Community Services, Inc
1313 Country Club Road
Hattiesburg, MS 3901

Change Order

DEN

1. SCRAPE DAMAGE AREAS DAMAGE BY WATER FROM ROOF
2. REPAIR HOLE WHERE 3" PIPE WAS REMOVED
3. TAPE, MUD, SAND AND POPCORN AREAS
REPAIR
4. PAINT Ceiling

TOTAL Change Order
\$660

Date 10-4-16
Billy Bradley

BRADLEY H. Improvement
4117 Hwy 26 W
Lucedale, MS 39452
601-947-0604

To Breakthrough Community Services, Inc
1313 Country Club Road
Hattiesburg, MS 39401

INVOICE

Project
705 Claiborne Avenue
Hattiesburg, MS 39401
OWNER: ESSIE ELLIS

INVOICE TOTAL
Labor & Material \$7,000

DATE 10-4-16
Billy Bradley

Bradley Home Improvement
4117 Hwy 26 W
Lucedale, MS 39452
601-947-0604

To: Breakthrough Community Services, Inc
1313 Country Club Road
Hattiesburg, MS 39401

INVOICE

Project
509 Bowling Street
Hattiesburg, MS 39401
OWNER
DOROTHY JEAN CULLEN

INVOICE TOTAL

Labor + Material \$2450.00

Date 10-4-16

Billy Bradley

Bradley Home Improvement

4117 Hwy 26 West

Lucedale, MS 39452

(601)947-0604

Breakthrough Community Services LLC

1313 Country Club Road

Hattiesburg, MS

Proposal

Property Location: 705 Claiborne Ave.

Hattiesburg, MS

- 1. Remove Touch-down Roof approx. 700 sq. ft.**
- 2. Replace with approx. 8 squares of Base Sheet and 8 square of Cap Sheet
\$4,300.00**
- 3. Remove and Replace Drip Edge \$150.00**
- 4. Remove and Replace 21 sheets of ½" Plywood \$1,890.00**
- 5. Replacement of two (2), 2 foot rafters and decking boards \$660.00**

Total of Labor and Material \$7,000.00

Billy Bradley

Date:8/19/2016

Bradley Home
Improvement

WORK WRITE-UP

Homeowner: Dorothy Cullen Phone: 601-466-4822
Address: 509 Bowling Street
Project Type: ☐ Rehab ☒ Repair ☐ Special Project
Special Classifications: ☐ N/A ☒ Historic District ☐ 50 Years + ☐ Flood Zone
☐ Lead ☐ Asbestos

Completed and Approved By:

Housing Counselor:

Project Manager:

Reviewed and Approved By:

Housing Counselor:

Date:

Project Manager:

Date:

Contract Date:

Contractor:

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME. Contractor's Performance Standards for Rehabilitation

ITEM

ESTIMATED

COST

NO. WORK DESCRIPTION

ELECTRICAL

1. **LIVING ROOM** – Install three way switch for front porch light in living room. Rewire ceiling fan to allow light & ceiling fan to come on at same time.
2. **FRONT BEDROOM** – Install new three way switch at bedroom door entrance.
3. **BACK BEDROOM** – light switch does not work. Replace light switch.

\$1,000.

KITCHEN

1. Vent pipe clogged. Per homeowner, suds backup into kitchen sink when washing machine drains.

\$600

BATHROOM

1. Shower does not work. Water runs into tub instead of out of shower head.
2. Low water pressure in sink; replace faucet and lines if needed.
3. Replace existing commode with an ADA commode.

\$850

REHABILITATION COST BREAKDOWN

JOB	COST
ELECTRICAL - LIVING ROOM	\$ 500
ELECTRICAL - FRONT BEDROOM	\$ 400
ELECTRICAL BACK BEDROOM	\$ 100
KITCHEN	\$ 600
BATHROOM	\$ 850
OTHER:	\$
TOTAL ESTIMATED COST	\$ 2450

Billy Bradley
Contractor's Signature

7-29-16
Date

Received By: _____

Code Administrator _____ Date: _____

Homeowner: _____ Date: _____

Received By: _____
CFM Floodplain Manager _____ Date: _____

Contractor: _____ Date: _____

Base Flood Elevation Certificate Needed? Yes () No ()



City of Hattiesburg, MS

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

Master

File Number: 2016-3022

File ID: 2016-3022

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/11/2016

Brief Title: CDBG Program Payment

Final Action:

Minute Book Number:

Title:

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG Payment #2 10-18-16

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3022

Title

Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Summary

CDBG Program Payment

Budget Information

Expenditure Type

Purchasing Item

Publication Information]

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: October 18, 2016

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	304 Vernon Dahmer Drive
Amount Requested:	\$8,500.00
Purpose of Request:	Payment Request #2
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401
601.270.3164

Ruby Cole
304 Vernon Dahmer Drive

- Paint exterior of house
- Replace 200 ft of siding on posterior of house
- Change out 3 windows on posterior of house
- Replace exterior doors with deadbolt locks on each door

Total: Material & Labor: \$8,500.00

Thank-You!

Curtis Hollimon

Ruby Cole 10/10/16



City of Hattiesburg, MS

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

Master

File Number: 2016-2999

File ID: 2016-2999

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/05/2016

Brief Title: Sale of grave spaces

Final Action:

Minute Book Number:

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Deed Receipts (10-18-16), Deeds (10-18-16),
executed Deeds (10-18-16)

Enactment Number:

Contact:

Meeting Date: 10/18/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-2999

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces.

Budget Information

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

Expenditure Type

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

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract,

Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-23- 20 16

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 110 Section No. 37 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-27 20 11

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 65 Section No. 35 in Highland Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-28 20 16

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 15 Section No. 1 in South Hill Cemetery

Number of grave spaces

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

mail to:
2749 Oak Grove Rd
#93
Hattiesburg, ms. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Oct 4 20 16

SOLD TO:

Mr. Mrs. Miss Dot Malone

ADDRESS 1258 Richburg Rd Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/2 Lot No. 15 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK#1026

CITY OF HATTIESBURG, MISSISSIPPI

By Ja R. Belsky
Supt. of City Cemeteries

mail to:
103 Griffith Dr
Petal, ms 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Oct 4 20 16

SOLD TO:

Mr. Mrs. Miss Shelby Woods

ADDRESS 205 Bay Street Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/2 Lot No. 72 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK#638

CITY OF HATTIESBURG, MISSISSIPPI

By Ja R. Belsky
Supt. of City Cemeteries

mail to:
3 Westbrooke Estates
Drive
Sumrall, ms
39482

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Oct 4 20 16

SOLD TO:

Mr. Mrs. Miss Brona M. Bond

ADDRESS 1258 Richburg Rd Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 Lot No. 15 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK#7010

CITY OF HATTIESBURG, MISSISSIPPI

By Ja R. Belsky

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robin Zepeda, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 110

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dot Malone, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 15

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Shelby Woods, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 72

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne and Alice Nelson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE ¼)

Lot Number 65

Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Ronda M. Bond subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW ¼)

Lot Number 15

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Margaret Hale, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southwest Quarter (SW ¼)

Lot Number: 15

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robin Zepeda, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 110

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

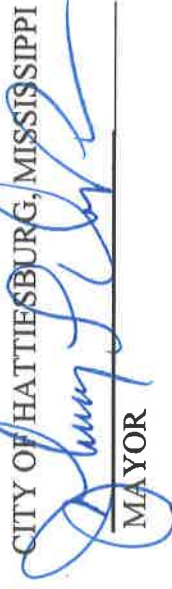
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

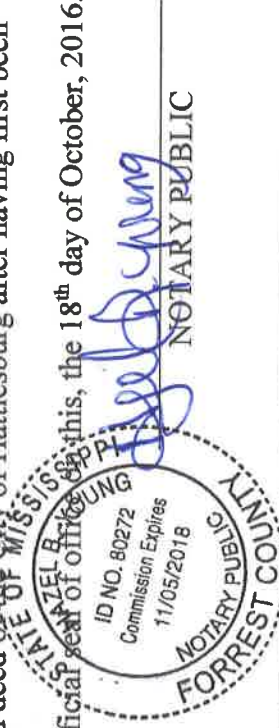
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016.

My Commission Expires: _____



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dot Malone, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 15

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

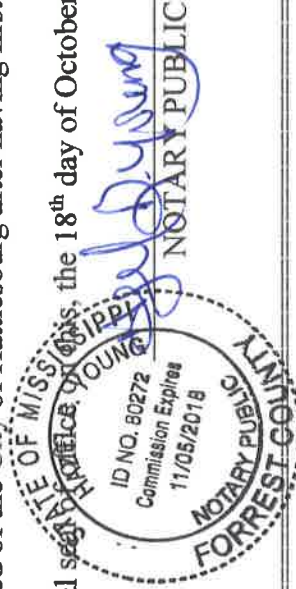
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of this office, on this, the 18th day of October, 2016.

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Shelby Woods, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 72

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:



CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI



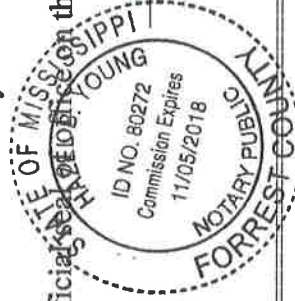
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne and Alice Nelson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE ¼)

Lot Number 65 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

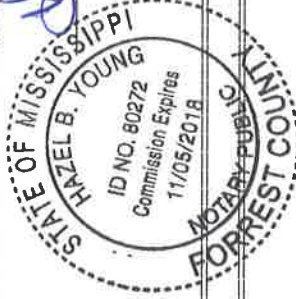
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Ronda M. Bond subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW ¼)

Lot Number 15 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Margaret Hale, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2) of the Southwest Quarter (SW 1/4)

Lot Number: 15

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of October, 2016.

ATTEST:



CITY CLERK
(S E A L)


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of October, 2016.

My Commission Expires: _____




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2016-3032

File ID: 2016-3032

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/12/2016

Brief Title: Claims docket for the period ending 10/14/2016.

Final Action:

Minute Book Number:

Title:

Approve claims docket for the period ending October 14, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: 10-18-16 Claims Docket

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/18/2016					

Text of Legislative File 2016-3032

Title

Approve claims docket for the period ending October 14, 2016.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADVANCE AUTO PARTS	560462862089	00165010	16000330	W/SHIELD WIPERS U#19414 LDC	10/14/16	253660	25.90-
ADVANCE AUTO PARTS							
Sum							25.90-
00001 ADVANCED JANITORIAL SERV	100999 CITY	00164902	16000200	SERVS 9/16 CITY HALL/ENGR	10/14/16	253661	1,925.00-
00001 ADVANCED JANITORIAL SERV	100999 TRAFF	00164902	16000201	SERVS 9/16 TRAFFIC DEPT	10/14/16	253661	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9939429296(A	00164920	16000210	CYL RENT FIRE DEPT	10/14/16	253663	393.93-
00001 AIRGAS USA LLC (NORDAN S	9939429296(B	00164920	16000211	CYL RENT P/W SHOP	10/14/16	253663	410.00-
AIRGAS USA LLC (NORDAN S							
Sum							803.93-
00001 ALLBRITTON CHAIN SAW & L	46593	00164746	16000047	REPR PTS U #17508 SHOP	10/14/16	253664	98.30-
ALLBRITTON CHAIN SAW & L							
Sum							98.30-
00001 ALWAYS IN STITCHES	2832	00164621	16000132	UNIFORM TROUSERS RECRUITS	10/14/16	253665	265.00-
ALWAYS IN STITCHES							
Sum							265.00-
00001 AMERICAN ASSOC OF CODE E REG	HALL 10/	00164770	16000029	REG HALL MACE CONF GULFPORT	10/14/16	253666	425.00-
00001 AMERICAN ASSOC OF CODE E REG	JORDAN 1	00164770	16000030	REG JORDAN MACE CONF GULFPORT	10/14/16	253666	425.00-
00001 AMERICAN ASSOC OF CODE E REG	KIDD 10/	00164770	16000031	REG KIDD MACE CONF GULFPORT	10/14/16	253666	425.00-
00001 AMERICAN ASSOC OF CODE E REG	MUHAMMED	00164770	16000032	REG MUHAMMED MACE CONF GULFPT	10/14/16	253666	425.00-
00001 AMERICAN ASSOC OF CODE E REG	MYERS 10	00164770	16000033	REG MYERS MACE CONF GULFPORT	10/14/16	253666	425.00-
00001 AMERICAN ASSOC OF CODE E REG	RUSSELL	00164770	16000034	REG RUSSELL MACE CONF GULFPT	10/14/16	253666	425.00-
AMERICAN ASSOC OF CODE E							
Sum							2,550.00-
00001 AMERICAN PUBLIC WORKS AS REG	MCKINLEY	00164762	16000037	REG MCKINLEY CONF BILOXI	10/14/16	253667	200.00-
AMERICAN PUBLIC WORKS AS							
Sum							200.00-
00001 AMTEC (AMER MUN TAX-EXEM	2138-09-16	00164950	16000253	REBATE REPORT & OPINION	10/14/16	253668	400.00-
AMTEC (AMER MUN TAX-EXEM							
Sum							400.00-
00001 ANOINTED HANDS SERVICES, 2707		00164936	16000249	SERVS 10/16 EMP MED CLINIC	10/14/16	253669	280.00-
ANOINTED HANDS SERVICES,							
Sum							280.00-
00001 ARDY,S AUTO SPA	PO#164727 9/	00164727	16000138	DETAIL SERV U#20431 ENGR DEPT	10/14/16	253670	45.00-
ARDY,S AUTO SPA							
Sum							45.00-

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00001 ARNOLD LINE WATER ASSN I	2145 9/20/16	00020171	16000149	SERV 8/19-9/20/16 #8 FIRE STA	10/14/16	253671	30.00-
ARNOLD LINE WATER ASSN I Sum							30.00-
00001 AT&T	601M23905500	00020171	16000227	VEHICLE LOC MNT 10/16 POLICE	10/14/16	253672	202.00-
AT&T Sum							202.00-
00001 AT&T CAPITAL SERVICES	2996059	00164957	16000236	HPD INTERACT SOFTWARE	10/14/16	253673	12,556.56-
AT&T CAPITAL SERVICES Sum							12,556.56-
00001 AUTO ARMATURE SERVICE IN	06855	00164739	16000053	BATTERY U#13802 CONSTR	10/14/16	253674	166.95-
00001 AUTO ARMATURE SERVICE IN	07035	00164913	16000278	REPR PTS U#14408 SANIT	10/14/16	253674	139.95-
AUTO ARMATURE SERVICE IN Sum							306.90-
00001 AUTOMOTIVE GLASS SPECIAL	I209940	00163946	16000007	WINDOW REGULATOR U#18322	10/14/16	253675	282.00-
00001 AUTOMOTIVE GLASS SPECIAL	I209564	00164300	16000012	DOOR/WINDSHIELD REPR U#17708	10/14/16	253675	235.00-
00001 AUTOMOTIVE GLASS SPECIAL	I209490	00164251	16000039	REPR PTS U#17017 STREET	10/14/16	253675	390.00-
AUTOMOTIVE GLASS SPECIAL Sum							907.00-
00001 BARNES, TONYA (REFUND)	SECURITY DET	00201732	16000224	SECURITY DETAIL RFD 9/24	10/14/16	253676	192.00-
BARNES, TONYA (REFUND) Sum							192.00-
00001 BIG IRON DIESEL REPAIR L	RO1196	00164645	16000057	REPR PTS U#14405 SANIT	10/14/16	253677	279.05-
BIG IRON DIESEL REPAIR L Sum							279.05-
00001 BLUELINE RENTAL, LLC	35841810001	00164741	16000051	MATERIAL LIFT CONST DEPT	10/14/16	253678	950.50-
BLUELINE RENTAL, LLC Sum							950.50-
00001 BODY TECH INC	4750 PO#1647	00164709	16000026	REPRS U#14683 ACCIDENT LDC	10/14/16	253679	2,599.58-
BODY TECH INC Sum							2,599.58-
00001 BOURNE BROTHERS PRINTING	58688	00164766	16000120	JUDGE SIGNATURE STAMP COURT	10/14/16	253682	29.95-
BOURNE BROTHERS PRINTING Sum							29.95-
00001 BRACKMAN MOWER WAREHOUSE	20489	00164748	16000058	REPR PTS U#18707 SANIT	10/14/16	253683	312.80-
00001 BRACKMAN MOWER WAREHOUSE	PO#164699 9/	00164699	16000133	BATTERY U#18046 MOWER	10/14/16	253683	42.00-
00001 BRACKMAN MOWER WAREHOUSE	20931	00164905	16000272	ADDL AMT DUE PO#164881	10/14/16	253683	110.00-
00001 BRACKMAN MOWER WAREHOUSE	20879	00164881	16000337	TRIMMER HEAD U#13048 STREET	10/14/16	253683	22.00-

CITY OF HATTIESBURG
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BRACKMAN MOWER WAREHOUSE Sum							486.80-
00001 BRIDGE & WATSON INC	PETAL ANNEXA	00164956	16000237	SERVS PETAL ANNEXATION	10/14/16	253684	5,105.95-
BRIDGE & WATSON INC Sum							5,105.95-
00001 BRUNINI	215704	00164954	16000238	SRVS GROUNDWORX VS CITY	10/14/16	253685	297.00-
00001 BRUNINI	215703	00164954	16000239	SRVS GENERAL-SSO'S	10/14/16	253685	21,797.00-
BRUNINI Sum							22,094.00-
00001 BRYAN, PENDLETON, SWATS	1046898	00164941	16000254	HEALTH/WELFARE ACT.CONSULTING	10/14/16	253686	10,000.00-
BRYAN, PENDLETON, SWATS Sum							10,000.00-
00001 C SPIRE (MEGAGATE)	205876-00 9/	00164838	16000103	INET/NET WORK 9/16 INFO TECH	10/14/16	253687	14,437.40-
C SPIRE (MEGAGATE) Sum							14,437.40-
00001 CANADIAN NATIONAL	ROE LICENSE	00164958	16000273	RIGHT OF ENTRY LICENSE	10/14/16	253688	750.00-
CANADIAN NATIONAL Sum							750.00-
00001 CARQUEST AUTO PARTS STOR	14758-77237	00164719	16000040	REPR PTS U#14178 STREET	10/14/16	253691	48.87-
00001 CARQUEST AUTO PARTS STOR	14758-77241	00164719	16000041	REPR PTS U#9609 STREET	10/14/16	253691	154.17-
00001 CARQUEST AUTO PARTS STOR	14758-75613	00163055	16000073	REPR PTS U#19707 POLICE	10/14/16	253691	65.99-
00001 CARQUEST AUTO PARTS STOR	14758-75615	00163055	16000074	REPR PTS U#17571 POLICE	10/14/16	253691	65.99-
00001 CARQUEST AUTO PARTS STOR	14758-75045	00163643	16000075	REPR PTS U#16768 POLICE	10/14/16	253691	39.81-
00001 CARQUEST AUTO PARTS STOR	14758-75132	00163760	16000076	REPR PTS U#16642 POLICE	10/14/16	253691	156.15-
00001 CARQUEST AUTO PARTS STOR	14758-75134	00163761	16000077	REPR PTS U#18317 POLICE	10/14/16	253691	350.25-
00001 CARQUEST AUTO PARTS STOR	14758-76202	00164202	16000078	REPR PTS U#18325 POLICE	10/14/16	253691	350.25-
00001 CARQUEST AUTO PARTS STOR	14758-76203	00164202	16000079	REPR PTS U#16415 POLICE	10/14/16	253691	256.66-
00001 CARQUEST AUTO PARTS STOR	14758-762047	00164202	16000080	REPR PTS U#18201 POLICE	10/14/16	253691	103.66-
00001 CARQUEST AUTO PARTS STOR	14758-76205	00164202	16000081	REPR PTS U#18201 POLICE	10/14/16	253691	35.07-
00001 CARQUEST AUTO PARTS STOR	14758-76201	00164202	16000082	REPR PTS U#17708 POLICE	10/14/16	253691	110.84-
00001 CARQUEST AUTO PARTS STOR	14758-76489	00164297	16000083	REPR PTS POLICE STOCK	10/14/16	253691	2,563.48-
00001 CARQUEST AUTO PARTS STOR	14758-75557	00163899	16000084	REPR PTS U#15449 HALL LDC	10/14/16	253691	44.36-
00001 CARQUEST AUTO PARTS STOR	14758-75418	00163013	16000085	REPR PTS FOR SANIT	10/14/16	253691	220.34-
00001 CARQUEST AUTO PARTS STOR	14758-75416	00163013	16000086	REPR PTS FOR SANIT	10/14/16	253691	102.72-
00001 CARQUEST AUTO PARTS STOR	14758-75569	00163837	16000087	REPR PTS U#6398 SHOP	10/14/16	253691	108.79-
00001 CARQUEST AUTO PARTS STOR	14758-75570	00163837	16000088	REPR PTS U#9605 SHOP	10/14/16	253691	22.66-
00001 CARQUEST AUTO PARTS STOR	14758-77370	00164747	16000340	REPR PTS U#7526 SHOP	10/14/16	253691	108.48-
00001 CARQUEST AUTO PARTS STOR	14758-77368	00164747	16000341	REPR PTS U#9609 SHOP	10/14/16	253691	7.14-
00001 CARQUEST AUTO PARTS STOR	14758-77509	00164664	16000342	REPR PTS U#15920 SANIT	10/14/16	253691	154.77-
00001 CARQUEST AUTO PARTS STOR	14758-77510	00164664	16000343	REPR PTS U#7326 SANIT	10/14/16	253691	1.63-
00001 CARQUEST AUTO PARTS STOR	14758-77512	00164664	16000344	REPR PTS SANIT STOCK	10/14/16	253691	28.56-
00001 CARQUEST AUTO PARTS STOR	14758-77513	00164664	16000345	FREON SANIT STOCK	10/14/16	253691	89.88-
00001 CARQUEST AUTO PARTS STOR	14758-77366	00164757	16000346	REPR PTS VARI SANIT UNITS	10/14/16	253691	309.50-

CARQUEST AUTO PARTS STOR

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							5,500.02-
00001 CITY OF HATTIESBURG FUND TRF 1ST 10/1	00201730	16000155	TRF 1ST 10/16 PAYROLL	10/11/16	111264		916,684.43-
CITY OF HATTIESBURG FUND							916,684.43-
Sum							916,684.43-
00001 CLARION LEDGER (ADVERTIS C19347 55262	00164871	16000121	CITY WIDE ADS/NOTICES	10/14/16	253696		231.34-
CLARION LEDGER (ADVERTIS							231.34-
Sum							231.34-
00001 CLEMTS HARDWARE	116100	00164749	16000046	HAND TOOLS SHOP	10/14/16	253697	659.62-
CLEMTS HARDWARE							659.62-
Sum							659.62-
00001 COMCAST CABLEVISION OF H 095777456110	00164788	16000106	CONVERTER BOX LEASE POLICE	10/14/16	253699		17.89-
00001 COMCAST CABLEVISION OF H 095776209390	00164961	16000250	CABLE SERV EMP MED CLINIC	10/14/16	253699		117.82-
00001 COMCAST CABLEVISION OF H 095776394130	00164967	16000271	CABLE 10/15 TRAFFIC/CONSTR	10/14/16	253699		4.46-
COMCAST CABLEVISION OF H							140.17-
Sum							140.17-
00001 COPELAND, CHARLES	TRAV ADVANCE	00164971	16000258	TRAV ADV AACE CONF N ORLEANS	10/14/16	253701	779.00-
COPELAND, CHARLES							779.00-
Sum							779.00-
00001 COURTESY MOTORS INC	453124	00164718	16000054	MOTOR U#16237 CONSTR	10/14/16	253702	4,270.74-
00001 COURTESY MOTORS INC	453114	00164722	16000055	ADDL AMT DUE PO#164718	10/14/16	253702	388.21-
COURTESY MOTORS INC							4,658.95-
Sum							4,658.95-
00001 COVINGTON SALES & SERVIC 73837		00164713	16000059	REPR PTS U#18907 SANIT	10/14/16	253703	262.95-
COVINGTON SALES & SERVIC							262.95-
Sum							262.95-
00001 D P S CRIME LAB	90054297	00164789	16000107	ANALYTICAL SERVS 8/16 POLICE	10/14/16	253705	360.00-
D P S CRIME LAB							360.00-
Sum							360.00-
00001 DEFENSIVE EDGE	REG FONTAINE	00164756	16000016	REG FONTAINE RIFLE SCHOOL	10/14/16	253706	395.00-
00001 DEFENSIVE EDGE	REG RICHARDS	00164756	16000017	REG RICHARDSON RIFLE SCHOOL	10/14/16	253706	395.00-
DEFENSIVE EDGE							790.00-
Sum							790.00-
00001 ECONOMY SUPPLY CO	259339	00164760	16000049	REPR PTS PUBLIC WORKS STOCK	10/14/16	253708	99.91-
ECONOMY SUPPLY CO							99.91-
Sum							99.91-
00001 EQUIFAX INFORMATION SERV 9576235		00164804	16000130	ONLINE INVESTIGATIONS	10/14/16	253711	63.50-

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00001 EQUIFAX INFORMATION SERV	9625513	00164804	16000141	ONLINE INVESTIGATIONS	10/14/16	253711	6.71-
00001 EQUIFAX INFORMATION SERV	9674603	00164804	16000142	ONLINE INVESTIGATIONS	10/14/16	253711	31.86-
00001 EQUIFAX INFORMATION SERV	9723364	00164804	16000143	ONLINE INVESTIGATIONS	10/14/16	253711	10.51-
00001 EQUIFAX INFORMATION SERV	9771940	00164804	16000144	ONLINE INVESTIGATIONS	10/14/16	253711	10.62-
00001 EQUIFAX INFORMATION SERV	9820481	00164804	16000145	ONLINE INVESTIGATIONS	10/14/16	253711	48.73-
00001 EQUIFAX INFORMATION SERV	9868702	00164804	16000146	ONLINE INVESTIGATIONS	10/14/16	253711	63.50-
00001 EQUIFAX INFORMATION SERV	9916659	00164804	16000147	ONLINE INVESTIGATIONS	10/14/16	253711	286.08-
EQUIFAX INFORMATION SERV Sum							521.51-
00001 FARRIS, JONATHAN M ATTOR	20268	00164852	16000097	PRO TEMP SERVICES 6/16	10/14/16	253714	3,640.00-
00001 FARRIS, JONATHAN M ATTOR	20273	00164852	16000098	PRO TEMP SERVICES 7/16	10/14/16	253714	2,600.00-
FARRIS, JONATHAN M ATTOR Sum							6,240.00-
00001 FEDERAL EXPRESS	5-567-93612(	00164939	16000232	SERV 9/27/16 ACCTG DEPT	10/14/16	253715	55.02-
00001 FEDERAL EXPRESS	5-567-93612(	00164939	16000233	SERV 9/30/16 MPO DEPT	10/14/16	253715	61.81-
00001 FEDERAL EXPRESS	5-567-93612(	00164939	16000234	SERV 9/29/16 ENGR DEPT	10/14/16	253715	42.53-
FEDERAL EXPRESS Sum							159.36-
00001 FORERUNNER TECHNOLOGIES, INV209013		00164821	16000127	SWAP PHONE EXTN IT DEPT	10/14/16	253716	161.25-
FORERUNNER TECHNOLOGIES, Sum							161.25-
00001 FORREST CTY SOIL & WATER 2ND INSTLMNT		00164829	16000090	2ND INSTLMNT	10/14/16	253717	22,500.00-
FORREST CTY SOIL & WATER Sum							22,500.00-
00001 FORREST GENERAL HOSPITAL EAP CHARGE 1		00164884	16000248	EAP CHARGE 10/16	10/14/16	253718	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FRANK, TYRON & CRYSTAL (DAMAGE DEP R		00201734	16000225	DAMAGE DEPOSIT REFUND	10/14/16	253719	300.00-
FRANK, TYRON & CRYSTAL (Sum							300.00-
00001 FUELMAN OF MS	BG127044 NP4	00164825	16000089	FUEL CHG 10/2/16 RUTLAND ENGR	10/14/16	253720	25.77-
00001 FUELMAN OF MS	BG127044 NP4	00164782	16000110	FUEL CHG 9/30/16 FIRE DEPT	10/14/16	253720	47.06-
00001 FUELMAN OF MS	BG127044 NP4	00164782	16000111	FUEL CHG 9/25/16 FIRE DEPT	10/14/16	253720	51.80-
FUELMAN OF MS Sum							124.63-
00001 FV RECYCLING	2016-2753	00164752	16000062	RECYCLE FEES 9/16 SANIT	10/14/16	253721	113.00-
00001 FV RECYCLING	2016-2754	00164752	16000063	RECYCLE FEES 9/16 SANIT	10/14/16	253721	35.25-
00001 FV RECYCLING	2016-2829	00164842	16000115	RECYCLE FEES 10/16 SANIT	10/14/16	253721	125.75-
FV RECYCLING Sum							274.00-

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00001 G & K SERVICES	1035768117	00164860	16000171	UNIFORMS 10/03 TRAFFIC	10/14/16	253725	23.76-
00001 G & K SERVICES	1035768116	00164860	16000172	UNIFORMS 10/03 CONSTR	10/14/16	253725	48.93-
00001 G & K SERVICES	1035768132	00164860	16000173	UNIFORMS 10/03 PUBLIC WORKS	10/14/16	253725	74.28-
00001 G & K SERVICES	1035768131	00164860	16000174	UNIFORMS 10/03 PUBLIC WORKS	10/14/16	253725	108.43-
00001 G & K SERVICES	1035768129	00164860	16000175	UNIFORMS 10/03 PUBLIC WORKS	10/14/16	253725	27.30-
00001 G & K SERVICES	1035768133	00164860	16000176	UNIFORMS 10/03 SHOP	10/14/16	253725	46.62-
00001 G & K SERVICES	1035768130	00164860	16000177	UNIFORMS 10/03 SANIT	10/14/16	253725	159.91-
00001 G & K SERVICES	1035768134	00164860	16000178	UNIFORMS 10/03 HEALTH	10/14/16	253725	61.89-
00001 G & K SERVICES	1035768118	00164861	16000179	MATS 10/03 TRAFFIC	10/14/16	253725	6.40-
00001 G & K SERVICES	1035768135	00164861	16000180	MOP/MAT 10/03 GO&FS	10/14/16	253725	24.80-
00001 G & K SERVICES	1035768136	00164861	16000181	MOP/MAT 10/03 SANIT	10/14/16	253725	16.65-
00001 G & K SERVICES	1035768137	00164861	16000182	MATS 10/03 AIRPORT	10/14/16	253725	4.70-
00001 G & K SERVICES	1035759193	00164845	16000183	UNIFORMS 9/06 CEM/FORESTRY	10/14/16	253725	49.64-
00001 G & K SERVICES	1035761426	00164845	16000184	UNIFORMS 9/12 CEM/FORESTRY	10/14/16	253725	49.64-
00001 G & K SERVICES	1035763643	00164845	16000185	UNIFORMS 9/19 CEM/FORESTRY	10/14/16	253725	49.64-
00001 G & K SERVICES	1035765883	00164845	16000186	UNIFORMS 9/26 CEM/FORESTRY	10/14/16	253725	49.64-
00001 G & K SERVICES	1035759192	00164845	16000187	MOP/MAT 9/06 CEM/FORESTRY	10/14/16	253725	22.70-
00001 G & K SERVICES	1035761425	00164845	16000188	MOP/MAT 9/12 CEM/FORESTRY	10/14/16	253725	22.70-
00001 G & K SERVICES	1035763642	00164845	16000189	MOP/MAT 9/19 CEM/FORESTRY	10/14/16	253725	22.70-
00001 G & K SERVICES	1035765882	00164845	16000190	MOP/MAT 9/26 CEM/FORESTRY	10/14/16	253725	22.70-
00001 G & K SERVICES	1035770369	00164976	16000295	UNIFORMS 10/10 TRAFFIC	10/14/16	253725	37.76-
00001 G & K SERVICES	1035770368	00164976	16000296	UNIFORMS 10/10 CONSTR	10/14/16	253725	49.47-
00001 G & K SERVICES	1035770384	00164976	16000297	UNIFORMS 10/10 PUBLIC WORKS	10/14/16	253725	74.28-
00001 G & K SERVICES	1035770383	00164976	16000298	UNIFORMS 10/10 PUBLIC WORKS	10/14/16	253725	108.53-
00001 G & K SERVICES	1035770381	00164976	16000299	UNIFORMS 10/10 PUBLIC WORKS	10/14/16	253725	27.30-
00001 G & K SERVICES	1035770385	00164976	16000300	UNIFORMS 10/10 SHOP	10/14/16	253725	46.62-
00001 G & K SERVICES	1035770382	00164976	16000301	UNIFORMS 10/10 SANIT	10/14/16	253725	180.11-
00001 G & K SERVICES	1035770386	00164976	16000302	UNIFORMS 10/10 HEALTH	10/14/16	253725	68.89-
00001 G & K SERVICES	1035770370	00164977	16000303	MATS 10/10 TRAFFIC	10/14/16	253725	6.40-
00001 G & K SERVICES	1035770387	00164977	16000304	MOP/MAT 10/10 GO&FS	10/14/16	253725	24.80-
00001 G & K SERVICES	1035770388	00164977	16000305	MOP/MAT 10/10 SANIT	10/14/16	253725	16.65-
00001 G & K SERVICES	1035770389	00164977	16000306	MATS 10/10 AIRPORT	10/14/16	253725	4.70-
G & K SERVICES							1,538.54-
Sum							
00001 GALL'S LLC	002701956	00146766	16000221	DETECIVE STYLE HOLSTERS-STOCK	10/14/16	253726	80.60-
GALL'S LLC							80.60-
Sum							
00001 GARNER LUMLEY ELECTRIC S	529235	00164726	16000052	ELEC TAPE CONSTR DEPT	10/14/16	253727	27.44-
GARNER LUMLEY ELECTRIC S							27.44-
Sum							
00001 GILLILANDS ELECTRONICS S	62674	00164772	16000099	ALARM MONITORING INFO TECH	10/14/16	253728	900.00-
00001 GILLILANDS ELECTRONICS S	62675	00164772	16000100	ALARM MONITORING MAYOR'S OFFC	10/14/16	253728	900.00-
00001 GILLILANDS ELECTRONICS S	62676	00164772	16000101	ALARM MONITORING TAX DEPT	10/14/16	253728	540.00-
00001 GILLILANDS ELECTRONICS S	62791	00164844	16000102	REPR PHONE JACK MAYOR'S OFFC	10/14/16	253728	75.00-
00001 GILLILANDS ELECTRONICS S	62804	00164963	16000235	REPLACE ALARM BATTERY C HALL	10/14/16	253728	82.93-
GILLILANDS ELECTRONICS S							2,497.93-
Sum							
00001 GLADDEN LAW OFFICE PLLC	0108	00164889	16000205	PLAN/ZONE/OTHER CODE ISSUES	10/14/16	253729	1,907.00-
00001 GLADDEN LAW OFFICE PLLC	0111	00164889	16000206	ADV CLINT BRELAND CC COMM	10/14/16	253729	1,284.50-

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GLADDEN LAW OFFICE PLLC							
Sum							3,191.50-
00001 GRAVES, ROBERT M	372005	00164459	16000022	CLEAR LOT 802 W PINE ST	10/14/16	253730	50.00-
00001 GRAVES, ROBERT M	372025	00164459	16000023	CLEAR LOT 3407 TILLTREE	10/14/16	253730	50.00-
00001 GRAVES, ROBERT M	372008	00164459	16000024	CLEAR LOT 104 MONTAGUE ST	10/14/16	253730	50.00-
00001 GRAVES, ROBERT M	372024	00164459	16000025	CLEAR LOT 1016 W 7TH ST	10/14/16	253730	50.00-
GRAVES, ROBERT M							
Sum							200.00-
00001 GROVER BROS RESTAURANT & 6067		00159398	16000003	DISHWASHER RACK TRAIN DEPOT	10/14/16	253732	48.00-
GROVER BROS RESTAURANT &							
Sum							48.00-
00001 H'BURG HYDRAULICS INC	66364	00164759	16000060	REPR PTS U#20090 SANIT	10/14/16	253735	753.55-
00001 H'BURG HYDRAULICS INC	65678	00163562	16000112	REPR PTS U#13933 FIRE DEPT	10/14/16	253735	54.68-
H'BURG HYDRAULICS INC							
Sum							808.23-
00001 HALL, LAKESHIA	TRAV ADVANCE	00164970	16000259	TRAV ADV AACE CONF N ORLEANS	10/14/16	253736	224.00-
HALL, LAKESHIA							
Sum							224.00-
00001 HARBOR FREIGHT	758544	00161101	16000004	STORAGE BLDG MATLS P/F ACDMY	10/14/16	253737	279.86-
HARBOR FREIGHT							
Sum							279.86-
00001 HATTIESBURG AMERICAN-ACC	H12998 56429	00164811	16000125	CITY WIDE ADS/NOTICES	10/14/16	253733	801.64-
HATTIESBURG AMERICAN-ACC							
Sum							801.64-
00001 HAVARD PEST CONTROL INC	983234	00201735	16000307	TERMITE TRTMT TRAIN DEPOT	10/14/16	253743	865.00-
00001 HAVARD PEST CONTROL INC	1052959	00201731	16000308	SRV 10/16 ENGR	10/14/16	253743	55.00-
00001 HAVARD PEST CONTROL INC	1052960	00201731	16000309	SRV 10/16 TRAFFIC	10/14/16	253743	45.00-
00001 HAVARD PEST CONTROL INC	1052966	00201731	16000310	SRV 10/16 AIRPORT	10/14/16	253743	45.00-
00001 HAVARD PEST CONTROL INC	1052963	00201731	16000311	SRV 10/16 TRAIN DEPOT	10/14/16	253743	85.00-
00001 HAVARD PEST CONTROL INC	1052932	00201731	16000312	SRV 10/16 POLICE COMPLEX	10/14/16	253743	125.00-
00001 HAVARD PEST CONTROL INC	1052933	00201731	16000313	SRV 10/16 POL SUB-STA DEPO	10/14/16	253743	40.00-
00001 HAVARD PEST CONTROL INC	1052965	00201731	16000314	SRV 10/16 FIRE ADM CORRINE	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052934	00201731	16000315	SRV 10/16 #1 FIRE STA	10/14/16	253743	50.00-
00001 HAVARD PEST CONTROL INC	1052935	00201731	16000316	SRV 10/16 #2 FIRE STA	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052936	00201731	16000317	SRV 10/16 #3 FIRE STA	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052937	00201731	16000318	SRV 10/16 #4 FIRE STA	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1016761	00201731	16000319	SRV 7/16 #4 FIRE STA	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052938	00201731	16000320	SRV 10/16 #5 FIRE STA	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052945	00201731	16000321	SRV 10/16 P/F ACADEMY	10/14/16	253743	50.00-
00001 HAVARD PEST CONTROL INC	1052949	00201731	16000322	SRV 10/16 CITY HALL	10/14/16	253743	65.00-
00001 HAVARD PEST CONTROL INC	1052968	00201731	16000323	SRV 10/16 CITY MED CENTER	10/14/16	253743	48.00-
00001 HAVARD PEST CONTROL INC	1052950	00201731	16000324	SRV CITY ARCHIVES	10/14/16	253743	325.00-
00001 HAVARD PEST CONTROL INC	1052976	00201731	16000325	SRV 10/16 HILND CEMETERY	10/14/16	253743	40.00-

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HAVARD PEST CONTROL INC							
Sum							2,126.00-
00001 HEGWOOD, THOMAS (REFUND)	CEMETERY SPA	00201718	16000072	BUY BACK CEMETERY SPACES	10/07/16	111256	700.00-
HEGWOOD, THOMAS (REFUND)							
Sum							700.00-
00001 HICKS LAW FIRM, LLC	7954	00164952	16000240	SRVS SALIBA/PIERCE VS CITY	10/14/16	253744	2,028.33-
00001 HICKS LAW FIRM, LLC	7953	00164952	16000241	SRVS BIVENS VS CITY/HOWELL	10/14/16	253744	2,220.00-
HICKS LAW FIRM, LLC							
Sum							4,248.33-
00001 HILL, LEROY COFFEE CO IN	696919	00164897	16000195	COFFEE SERV M/ADM	10/14/16	253745	128.52-
HILL, LEROY COFFEE CO IN							
Sum							128.52-
00001 HOBGOOD, GRANT	TRAV ADVANCE	00164923	16000202	TRAV ADV MAST CONF BILOXI	10/14/16	253746	257.00-
HOBGOOD, GRANT							
Sum							257.00-
00001 HUGHES SUPPLY	S148538578.0	00164526	16000050	BLDG MATLS PUBLIC WORKS	10/14/16	253747	41.17-
HUGHES SUPPLY							
Sum							41.17-
00001 IMG COLLEGE LLC	4440839	00164900	16000196	ANNUAL ADVERTISING AGREEMENT	10/14/16	253749	28,000.00-
IMG COLLEGE LLC							
Sum							28,000.00-
00001 INDOFF INC	2862010	00164745	16000114	PRINTER SUPP PUBLIC WORKS	10/14/16	253750	146.95-
INDOFF INC							
Sum							146.95-
00001 INSTALLATION PLUS	6247	00164571	16000043	REPR GAS TANK PUBLIC WORKS	10/14/16	253751	180.00-
INSTALLATION PLUS							
Sum							180.00-
00001 IPR CONSULTING, INC	D.ALTMAN 092	00164931	16000255	NMTC FINANCING 9/16	10/14/16	253752	525.00-
IPR CONSULTING, INC							
Sum							525.00-
00001 JOHNNY'S WRECKER SERVICE	31241	00164665	16000044	TOWING U#14402 STREET	10/14/16	253755	250.00-
00001 JOHNNY'S WRECKER SERVICE	31004	00164665	16000045	TOWING U#16083 STREET	10/14/16	253755	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							500.00-
00001 JOHNSON, W WESLEY PHD	INV #7 7/16	00164851	16000095	JAIL DIV GRANT CONSULTANT	10/14/16	253756	900.00-

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JOHNSON, W WESLEY PHD Sum							900.00-
00001 JORDAN, MARK	TRAV ADVANCE	00164973	16000260	TRAV ADV AACE CONF N ORLEANS	10/14/16	253757	909.00-
JORDAN, MARK Sum							909.00-
00001 KEELING COMPANY (HATTIES	S2978436.001	00160559	16000148	DRAIN PIPE STOCK	10/14/16	253758	6,700.00-
KEELING COMPANY (HATTIES Sum							6,700.00-
00001 KIDD, TYWAN	TRAV ADVANCE	00164972	16000261	TRAV ADV AACE CONF N ORLEANS	10/14/16	253760	224.00-
KIDD, TYWAN Sum							224.00-
00001 LARRY'S WRECKER SERVICE	1615	00164916	16000332	TOWING U#14178 STREET	10/14/16	253763	135.00-
LARRY'S WRECKER SERVICE Sum							135.00-
00001 LOWE'S HOME IMPROVEMENT	913976	00164133	16000013	WEED KILLER P/F ACADEMY	10/14/16	253767	174.68-
LOWE'S HOME IMPROVEMENT Sum							174.68-
00001 LOWE'S OF HATTIESBURG IN	914928	00164100	16000001	REFRIGERATOR/MICROWAVE COURT	10/14/16	253766	823.65-
00001 LOWE'S OF HATTIESBURG IN	924026	00164565	16000018	ELEC SUPP #8 FIRE STORAGE BLD	10/14/16	253766	17.99-
00001 LOWE'S OF HATTIESBURG IN	953992	00163727	16000056	SAW BLADES CONSTR DEPT	10/14/16	253766	330.12-
00001 LOWE'S OF HATTIESBURG IN	953108	00163727	16000066	SAW BLADES CONSTR DEPT	10/14/16	253766	31.77-
00001 LOWE'S OF HATTIESBURG IN	953107	00163727	16000067	CREDIT	10/14/16	253766	32.24
LOWE'S OF HATTIESBURG IN Sum							1,171.29-
00001 MAC PAPERS	378827	00164644	16000002	PRODUCTION PRINTER PAPER	10/14/16	253768	340.36-
MAC PAPERS Sum							340.36-
00001 MAULDIN COMPANY	39622	00164653	16000338	REPR PTS U#15514 STREET	10/14/16	253770	49.18-
MAULDIN COMPANY Sum							49.18-
00001 MCCi LLC	00009816	00164774	16000096	SCAN/INDEX POL/CRT RECORDS	10/14/16	253771	2,872.80-
MCCi LLC Sum							2,872.80-
00001 MCKINLEY, ALLEN	TRAV ADVANCE	00164758	16000036	TRAV ADV APWA CONF BILXOI	10/14/16	253773	323.84-
MCKINLEY, ALLEN Sum							323.84-

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00001 MCMULLAN EQUIPMENT CO	167604P	00163755	16000008	REPR PTS U#17804 POLICE	10/14/16	253774	70.76-
00001 MCMULLAN EQUIPMENT CO	167269P	00164199	16000009	REPR PTS U#19343 POLICE	10/14/16	253774	165.00-
00001 MCMULLAN EQUIPMENT CO	167561P	00164635	16000010	REPR PTS U#18329 POLICE	10/14/16	253774	66.00-
00001 MCMULLAN EQUIPMENT CO	167558P	00164635	16000011	REPR PTS U#18232 POLICE	10/14/16	253774	119.25-
00001 MCMULLAN EQUIPMENT CO	167597P	00164714	16000035	REPR PTS U#14715 TRAFFIC	10/14/16	253774	4,841.75-
MCMULLAN EQUIPMENT CO Sum							5,262.76-
00001 MEDICAL ANALYSIS-GHV	10186	00164949	16000251	MGMT/STAFFING 9/16 EMP CLINIC	10/14/16	253775	29,000.00-
00001 MEDICAL ANALYSIS-GHV	9166056894	00164949	16000252	LAB FEES EMP MED CLINIC	10/14/16	253775	1,481.84-
MEDICAL ANALYSIS-GHV Sum							30,481.84-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	00020174	16000071	CITY COURT COSTS 9/16	10/07/16	111255	839.82-
METRO CRIMESTOPPERS INC Sum							839.82-
00001 MID SOUTH UNIFORM & SUPP	552747	00163010	16000005	BIKE SHIRTS PATROL OFFICERS	10/14/16	253776	1,736.00-
00001 MID SOUTH UNIFORM & SUPP	553194	00163371	16000129	UNIFORM TROUSERS POLICE ADM	10/14/16	253776	1,500.00-
MID SOUTH UNIFORM & SUPP Sum							3,236.00-
00001 MINGLEDORFF'S INC	6613077-00	00164633	16000006	A/C REPR PTS POLICE DEPT	10/14/16	253777	13.13-
MINGLEDORFF'S INC Sum							13.13-
00001 MITCHELL, STEVE	TRAV ADVANCE	00165018	16000331	TRAV ADV BOAM TRNG OXFORD	10/14/16	253778	639.00-
MITCHELL, STEVE Sum							639.00-
00001 MOLLY MAID	SERV 10/16 C	00164798	16000140	SERV 10/16 HILND CEM OFFICE	10/14/16	253779	245.00-
MOLLY MAID Sum							245.00-
00001 MS ASSN FOR SPATIAL TECH	REG HOBGOOD	00164921	16000203	REG HOBGOOD CONF BILOXI	10/14/16	253781	50.00-
00001 MS ASSN FOR SPATIAL TECH	REG GOPALAN	00164921	16000204	REG GOPALAN CONF BILOXI	10/14/16	253781	50.00-
MS ASSN FOR SPATIAL TECH Sum							100.00-
00001 MS ASSN OF CODE ENFORCEM	REG COPELAND	00164960	16000264	REG COPELAND CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG MUHAMMAD	00164960	16000265	REG MUHAMMAD CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG KIDD 10/	00164960	16000266	REG KIDD CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG RUSSELL	00164960	16000267	REG RUSSELL CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG MYERS 10	00164960	16000268	REG MYERS CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG HALL 10/	00164960	16000269	REG HALL CONF GULFPORT	10/14/16	253782	50.00-
00001 MS ASSN OF CODE ENFORCEM	REG JORDAN 1	00164960	16000270	REG JORDAN CONF GULFPORT	10/14/16	253782	50.00-
MS ASSN OF CODE ENFORCEM Sum							350.00-

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00001 MS DEPT OF INFORMATION T	90054924	00201712	16000150	NCIC MAINT 8/16 POLICE	10/14/16	253783	224.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	00201722	16000151	LONG DIST 8/16 VARI LOC	10/14/16	253783	13,413.90-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	00201723	16000152	LONG DIST 9/16 VARI LOC	10/14/16	253783	14,276.32-
00001 MS DEPT OF INFORMATION T	90055143	00164946	16000256	KRONOS CONSULTANT SERVS	10/14/16	253783	963.20-
MS DEPT OF INFORMATION T Sum							28,877.42-
00001 MS MUNICIPAL WORKERS' CO	7065	00164808	16000118	1ST INSTLMNT FY 10/16-9/17	10/14/16	253784	247,540.00-
MS MUNICIPAL WORKERS' CO Sum							247,540.00-
00001 MS POWER COMPANY	10/16 GENERA	00020171	16000228	MNTHLY ELEC-GENERAL	10/14/16	253785	6,846.69-
MS POWER COMPANY Sum							6,846.69-
00001 MS STATE/SECRETARY OF ST	NOTARY RENEW	00164809	16000128	NOTARY RNWL MARTIN C CLK DIV	10/14/16	253786	25.00-
MS STATE/SECRETARY OF ST Sum							25.00-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	00020175	16000070	FINE COLLECTIONS 9/16	10/07/16	111254	45,859.17-
MS STATE/TREASURER/FINAN Sum							45,859.17-
00001 MULTITECH OFFICE MACHINE	16100220	00164794	16000327	PRINTER SUPP INFO TECH	10/14/16	253788	979.40-
MULTITECH OFFICE MACHINE Sum							979.40-
00001 MYERS, KAY	TRAV ADVANCE	00164968	16000262	TRAV ADV AACE CONF N ORLEANS	10/14/16	253789	704.00-
MYERS, KAY Sum							704.00-
00001 OFFICE DEPOT INC	1990016527	00164701	16000119	OFFICE SUPP COUNCIL	10/14/16	253794	101.18-
00001 OFFICE DEPOT INC	1990015739	00164693	16000126	SAFE FOR PURCHASING DEPT	10/14/16	253794	189.99-
OFFICE DEPOT INC Sum							291.17-
00001 OWENS BUSINESS MACHINES	317280	00164880	16000197	COPIER 10/16 M/ADM	10/14/16	253796	187.00-
00001 OWENS BUSINESS MACHINES	317281	00164880	16000198	COPIER 9/16 M/ADM	10/14/16	253796	81.78-
OWENS BUSINESS MACHINES Sum							268.78-
00001 PARISH TRACTOR	01-27678	00164721	16000042	REPRS U#20373 STREET	10/14/16	253797	1,040.37-
00001 PARISH TRACTOR	01-25702(A)	00163155	16000064	REPR PTS U#26052 HEALTH	10/14/16	253797	751.38-
00001 PARISH TRACTOR	01-25700	00163235	16000065	LABOR CHG U#26052 HEALTH	10/14/16	253797	509.98-
00001 PARISH TRACTOR	01-28244	00164753	16000219	PTS/REPRS U#16722 SANIT	10/14/16	253797	1,612.14-
PARISH TRACTOR Sum							3,913.87-

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00001 PEARL RIVER VALLEY EPA (	10/16 GENERA	00020171	16000231	MNTHLY 10/16 PUBLIC SERVICES	10/14/16	253798	5,623.80-
PEARL RIVER VALLEY EPA (							5,623.80-
Sum							
00001 PINE BELT OIL COMPANY IN	POLICE 9/1-9	00164839	16000092	MINIT MART CHGS 9/16 POLICE	10/14/16	253800	534.51-
00001 PINE BELT OIL COMPANY IN	FIRE 9/1-9/3	00164839	16000093	MINIT MART CHGS 9/16 FIRE	10/14/16	253800	747.75-
00001 PINE BELT OIL COMPANY IN	EM MGT 9/1-9	00164839	16000094	MINIT MART CHGS 9/16 EMER MGT	10/14/16	253800	556.14-
00001 PINE BELT OIL COMPANY IN	10365891	00163368	16000116	GASOLINE FOR FUEL STATION	10/14/16	253800	8,921.74-
00001 PINE BELT OIL COMPANY IN	1051962	00164870	16000139	FUEL CARD SERVICE	10/14/16	253800	472.35-
00001 PINE BELT OIL COMPANY IN	2353520	00164899	16000156	DIESEL FUEL FIRE DEPT	10/14/16	253800	54.02-
00001 PINE BELT OIL COMPANY IN	6764921	00164899	16000157	DIESEL FUEL FIRE DEPT	10/14/16	253800	35.86-
00001 PINE BELT OIL COMPANY IN	6764926	00164899	16000158	DIESEL FUEL FIRE DEPT	10/14/16	253800	34.56-
00001 PINE BELT OIL COMPANY IN	6764915	00164899	16000159	DIESEL FUEL FIRE DEPT	10/14/16	253800	27.90-
00001 PINE BELT OIL COMPANY IN	6764919	00164899	16000160	DIESEL FUEL FIRE DEPT	10/14/16	253800	35.70-
00001 PINE BELT OIL COMPANY IN	6764968	00164899	16000161	DIESEL FUEL FIRE DEPT	10/14/16	253800	39.12-
00001 PINE BELT OIL COMPANY IN	6764940	00164899	16000162	DIESEL FUEL FIRE DEPT	10/14/16	253800	38.59-
00001 PINE BELT OIL COMPANY IN	6764939	00164899	16000163	DIESEL FUEL FIRE DEPT	10/14/16	253800	24.20-
00001 PINE BELT OIL COMPANY IN	6764913	00164899	16000164	DIESEL FUEL FIRE DEPT	10/14/16	253800	46.02-
00001 PINE BELT OIL COMPANY IN	6764922	00164899	16000165	DIESEL FUEL FIRE DEPT	10/14/16	253800	23.10-
00001 PINE BELT OIL COMPANY IN	14153542	00164899	16000166	DIESEL FUEL FIRE DEPT	10/14/16	253800	36.06-
00001 PINE BELT OIL COMPANY IN	14153590	00164899	16000167	DIESEL FUEL FIRE DEPT	10/14/16	253800	32.92-
00001 PINE BELT OIL COMPANY IN	41531921	00164899	16000168	DIESEL FUEL FIRE DEPT	10/14/16	253800	40.15-
00001 PINE BELT OIL COMPANY IN	41531551	00164899	16000169	DIESEL FUEL FIRE DEPT	10/14/16	253800	62.97-
00001 PINE BELT OIL COMPANY IN	6764956	00164899	16000170	DIESEL FUEL FIRE DEPT	10/14/16	253800	34.00-
00001 PINE BELT OIL COMPANY IN	1039116	00163368	16000193	DIESEL FOR FUEL STATION	10/14/16	253800	5,818.88-
00001 PINE BELT OIL COMPANY IN	999524	00164872	16000214	FUEL CARD SERVICE	10/14/16	253800	534.31-
PINE BELT OIL COMPANY IN							18,150.85-
Sum							
00001 PINE BELT READY MIX CONC	492072	00164213	16000215	CONCRETE CITY WIDE USE	10/14/16	253802	820.00-
00001 PINE BELT READY MIX CONC	492083	00164213	16000216	CONCRETE CITY WIDE USE	10/14/16	253802	1,127.50-
00001 PINE BELT READY MIX CONC	492725(A)	00164213	16000217	CONCRETE CITY WIDE USE	10/14/16	253802	1,127.50-
00001 PINE BELT READY MIX CONC	492725(B)	00164868	16000218	ADDL AMT DUE PO#164213	10/14/16	253802	51.25-
PINE BELT READY MIX CONC							3,126.25-
Sum							
00001 PINE BELT REGIONAL SOLID	100006 8/16	00165014	16000333	REFUSE DISPOSAL 8/16 SANIT	10/14/16	253803	45,709.96-
00001 PINE BELT REGIONAL SOLID	100006 7/16	00165014	16000334	REFUSE DISPOSAL 7/16 SANIT	10/14/16	253803	38,530.06-
00001 PINE BELT REGIONAL SOLID	100006 9/16	00165014	16000335	REFUSE DISPOSAL 9/16 SANIT	10/14/16	253803	34,170.44-
PINE BELT REGIONAL SOLID							118,410.46-
Sum							
00001 PRECISION DELTA CORP	7235	00159619	16000109	AMMUNITION P/F ACADEMY	10/14/16	253807	1,575.00-
PRECISION DELTA CORP							1,575.00-
Sum							
00001 PYLE, MILLS & DYE PA	1292-0006M S	00164940	16000242	SRVS PETAL VS CITY	10/14/16	253809	3,222.38-
00001 PYLE, MILLS & DYE PA	1292-0007M S	00164940	16000243	SRVS FAIRLEY VS CITY	10/14/16	253809	40.00-
00001 PYLE, MILLS & DYE PA	1292-0010M S	00164940	16000244	SRVS 2015 ANNEXATION	10/14/16	253809	2,684.13-
00001 PYLE, MILLS & DYE PA	1292-0011M S	00164940	16000245	SRVS SEWER CONTRACTS	10/14/16	253809	1,148.00-
00001 PYLE, MILLS & DYE PA	1292-0012M S	00164940	16000246	SRVS 2016 ANNEXATION	10/14/16	253809	24,583.62-
00001 PYLE, MILLS & DYE PA	1292-0013M S	00164940	16000247	SRVS PETAL 2016 ANNEXATION	10/14/16	253809	4,188.75-

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PYLE, MILLS & DYE PA Sum							35,866.88-
00001 RECYCLING PROMOTIONS.COM	20163765	00164742	16000061	PROMO PROD MOBILE ST/SCHOOL	10/14/16	253811	4,586.45-
RECYCLING PROMOTIONS.COM Sum							4,586.45-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164599	16000281	MAYOR'S U-VERSE 8/6-9/5/16	10/14/16	253813	65.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164078	16000282	COMM VIDEOS FROM PROMO MUSIC	10/14/16	253813	49.39-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164607	16000283	SOFTWARE FOR ONLINE FORMS	10/14/16	253813	151.19-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00165005	16000284	EXPNS K TOWNSEND HOUSING CONF	10/14/16	253813	132.09-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164071	16000285	DUES WILLIAMS WEBSITE SPECLST	10/14/16	253813	49.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00163728	16000286	HOTEL WHITE/RUSSELL 9/14-16	10/14/16	253813	214.08-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00165004	16000287	MEALS EATON MASTER CLK TRNG	10/14/16	253813	82.35-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164955	16000288	LATE FEE	10/14/16	253813	86.83-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164048	16000289	STORAGE RACKS POLICE DEPT	10/14/16	253813	4,172.44-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164391	16000290	TKT NORRIS CALEA 11/1-6/16	10/14/16	253813	367.20-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164618	16000291	TRVL BURHAM 9/26/16 FLORIDA	10/14/16	253813	625.47-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00160739	16000292	FIRE RECRUIT ADS WDAM TV	10/14/16	253813	2,000.00-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164309	16000293	REG FEES INFRA ED WEBSITE	10/14/16	253813	56.99-
00001 REGIONS CARDHOLDER SERVI	7079 9/30/16	00163721	16000294	DOOR AIRPORT HANGER #2	10/14/16	253813	705.57-
REGIONS CARDHOLDER SERVI Sum							8,757.60-
00001 RHYTHM HERITAGE FOUNDATI	REG FEE MOBI	00164836	16000105	FED/STATE PROG BOOTH REG FEE	10/14/16	253814	80.00-
RHYTHM HERITAGE FOUNDATI Sum							80.00-
00001 RICOH CORP	5044285765	00164769	16000027	SCANNED FILES PERMIT DEPT	10/14/16	253815	176.07-
00001 RICOH CORP	L2416090136	00164769	16000028	SCANNED FILES PERMIT DEPT	10/14/16	253815	446.01-
RICOH CORP Sum							622.08-
00001 RJ YOUNG COMPANY	INV1553418	00164695	16000038	OFFICE SUPP FOR SHOP	10/14/16	253816	68.82-
00001 RJ YOUNG COMPANY	INV1531981	00164826	16000091	COPIER 8/14-9/13 ENGR	10/14/16	253816	318.00-
00001 RJ YOUNG COMPANY	INV1549893	00164778	16000113	COPIER 8/28-9/27 FIRE DEPT	10/14/16	253816	194.00-
RJ YOUNG COMPANY Sum							580.82-
00001 ROBINSON, HEATH	TRAV ADVANCE	00164986	16000257	TRAV ADV INSTRUCTOR COURSE	10/14/16	253818	715.00-
ROBINSON, HEATH Sum							715.00-
00001 RUSSELL, TRACIE	TRAV ADVANCE	00164969	16000263	TRAV ADV AACE CONF N ORLEANS	10/14/16	253819	779.00-
RUSSELL, TRACIE Sum							779.00-
00001 RUTLAND, LAMAR	TRAVEL REIMB	00164994	16000274	EXPNS EPA/DOJ MEET ATLANTA	10/14/16	253820	307.44-

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RUTLAND, LAMAR Sum							307.44-
00001 SAFARILAND GROUP	REG-ROBINSON	00164869	16000134	ROBINSON LETHAL ICP INS PROG	10/14/16	253822	895.00-
SAFARILAND GROUP Sum							895.00-
00001 SCOTTS HYDRAULIC SERVICE	27102	00164857	16000339	REPR PTS U#14618 STREET	10/14/16	253824	664.25-
00001 SCOTTS HYDRAULIC SERVICE	27103	00164859	16000347	REPR PTS U#19755 SANIT	10/14/16	253824	422.64-
SCOTTS HYDRAULIC SERVICE Sum							1,086.89-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/1/	00201713	16000153	POLICE FINES COLL.FEE	10/14/16	253830	32.10-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/1/	00201714	16000154	POLICE FINES COLL.FEE	10/14/16	253830	604.93-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 9/1/1	00201726	16000191	POLICE FINES COLL.FEE	10/14/16	253830	19.80-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/16	00201727	16000192	POLICE FINES COLL.FEE	10/14/16	253830	1,432.01-
SOUTHERN FINANCIAL SYSTE Sum							2,088.84-
00001 SOUTHERN PINE ELECTRIC P	10/16 GENERA	00020171	16000230	MNTHLY 10/16 PUBLIC SERVICES	10/14/16	253831	1,187.27-
SOUTHERN PINE ELECTRIC P Sum							1,187.27-
00001 SOUTHERN TIRE MART #9 (M	9013869	00164528	16000021	TIRES U#15914 LAND CODE	10/14/16	253833	555.35-
SOUTHERN TIRE MART #9 (M Sum							555.35-
00001 STANDARD OFFICE SUPPLY C	0063282-001	00162798	16000194	COPY PAPER MUN COURT	10/14/16	253836	419.90-
00001 STANDARD OFFICE SUPPLY C	0663898-001	00163439	16000199	OFFICE SUPP CITY CLERK	10/14/16	253836	236.98-
00001 STANDARD OFFICE SUPPLY C	0064959-001	00164619	16000212	OFFICE SUPP PUBLIC WORKS	10/14/16	253836	15.49-
00001 STANDARD OFFICE SUPPLY C	0065005-001	00164619	16000213	OFFICE SUPP PUBLIC WORKS	10/14/16	253836	33.50-
00001 STANDARD OFFICE SUPPLY C	0065344-001	00164996	16000326	COPY PAPER MAYOR'S OFFICE	10/14/16	253836	224.95-
STANDARD OFFICE SUPPLY C Sum							930.82-
00001 STATE FIRE ACADEMY	24700 PRESLE	00164755	16000019	REG PRESLEY 8/9-10 CLASS	10/14/16	253837	24.00-
00001 STATE FIRE ACADEMY	24700 WILSON	00164755	16000020	REG WILSON 8/9-10 CLASS	10/14/16	253837	24.00-
00001 STATE FIRE ACADEMY	24780 CALDWE	00164819	16000135	REG CALDWELL CLASS 9/12-16/16	10/14/16	253837	400.00-
00001 STATE FIRE ACADEMY	24780 FREDRI	00164819	16000136	REG FREDRICKS CLASS 9/12-16	10/14/16	253837	400.00-
00001 STATE FIRE ACADEMY	24806 CALDWE	00164819	16000137	SUB FEE CLADWELL/SHEPPARD	10/14/16	253837	40.00-
STATE FIRE ACADEMY Sum							888.00-
00001 STRIBLING EQUIPMENT CO L	RS006016519:	00164735	16000048	REPRS U#17898 SHOP	10/14/16	253838	724.58-
STRIBLING EQUIPMENT CO L Sum							724.58-
00001 THOMPSON, PATRICIA (REFU	DAMAGE DEP R	00201734	16000226	DAMAGE DEPOSIT REFUND	10/14/16	253840	100.00-

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THOMPSON, PATRICIA (REFU Sum							100.00-
00001 TRANSUNION RISK AND ALTE	362606	10/01	00164791	16000108 ONLINE INVESTIGATIONS 9/16	10/14/16	253841	112.75-
TRANSUNION RISK AND ALTE Sum							112.75-
00001 TRAXLER JON D	TRAV ADVANCE	00164795	16000131	TRAV ADV WATCHGUARD SCHOOL	10/14/16	253842	747.40-
TRAXLER JON D Sum							747.40-
00001 UNDERWOOD OUTDOOR POWER,	35274	00164989	16000329	MOWER DRIVE BELT FIRE DEPT	10/14/16	253844	44.99-
UNDERWOOD OUTDOOR POWER, Sum							44.99-
00001 V F W OF THE US	PARKING SPAC	00164878	16000220	PARKING SPACES 10/16	10/14/16	253845	75.00-
V F W OF THE US Sum							75.00-
00001 VERIZON WIRELESS	9772956061	00165006	16000328	HPD WIRELESS SERVICE	10/14/16	253848	2,774.16-
VERIZON WIRELESS Sum							2,774.16-
00001 VULCAN MATERIALS CO	50220241(A)	00163683	16000276	RIPRAP CITY WIDE USE	10/14/16	253849	4,400.00-
00001 VULCAN MATERIALS CO	50220241(B)	00164938	16000277	ADDL AMT DUE PO#163683	10/14/16	253849	95.05-
VULCAN MATERIALS CO Sum							4,495.05-
00001 WAGE HOUR ASSESSMENTS AN	CH916-002(B)	00164626	16000280	ADDL AMT DUE THIS PO	10/14/16	253850	25.00-
WAGE HOUR ASSESSMENTS AN Sum							25.00-
00001 WARREN PAVING INC	23356MB	00160183	16000222	LIMESTONE CITY WIDE USE	10/14/16	253851	221.40-
00001 WARREN PAVING INC	24701MB	00160183	16000223	LIMESTONE CITY WIDE USE	10/14/16	253851	2,469.96-
WARREN PAVING INC Sum							2,691.36-
00001 WASTE MANAGEMENT OF SOUT	0009313-2526	00164975	16000279	REFUSE DISPOSAL 10/16 SANIT	10/14/16	253852	74.80-
WASTE MANAGEMENT OF SOUT Sum							74.80-
00001 WATERS INTERNATIONAL TRU	08P821621	00164914	16000275	REPR PTS U#16009 STREET	10/14/16	253853	282.29-
WATERS INTERNATIONAL TRU Sum							282.29-
00001 WATKINS & EAGAR	37492	00164888	16000207	SRV ENVIRO WASTEWTR COMPLIANC	10/14/16	253854	15,642.74-
00001 WATKINS & EAGAR	374295	00164888	16000208	SRV ABRAMS/HBRG INTEGRITY	10/14/16	253854	1,688.91-

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PARKS & RECREATION FUND 00002 A & R FARM AND GARDEN	291055	00164797	16000035	SLEDGE HAMMER	10/14/16	253658	32.00-
A & R FARM AND GARDEN Sum							32.00-
00002 ADAMS NURSERY	610406	00164796	16000007	STRAW BALES/MUM PLANTS	10/14/16	253659	187.00-
ADAMS NURSERY Sum							187.00-
00002 AGRI-AFC LLC	5283614	00164793	16000033	HERBICIDE	10/14/16	253662	72.00-
00002 AGRI-AFC LLC	5284011	00164873	16000043	GRASS SEED/FERT VETERANS PARK	10/14/16	253662	159.51-
00002 AGRI-AFC LLC	5284306	00164930	16000051	FALL HERBICIDE ALL BALLFIELDS	10/14/16	253662	3,118.00-
AGRI-AFC LLC Sum							3,349.51-
00002 ALLBRITTON CHAIN SAW & L 46677		00164773	16000008	DRILL BIT	10/14/16	253664	99.00-
ALLBRITTON CHAIN SAW & L Sum							99.00-
00002 ANOINTED HANDS SERVICES, 2716		00164827	16000003	SERVS 10/16 GRNDS MNT OFFICE	10/14/16	253669	250.00-
ANOINTED HANDS SERVICES, Sum							250.00-
00002 BOGGIES. D'STACION DESHA SPORTS SERVS	00201729	16000023	SPORTS SUPPORT SERVICES	10/14/16	253680	28.00-	
BOGGIES. D'STACION DESHA Sum							28.00-
00002 BRACKMAN MOWER WAREHOUSE 20456	00164734	16000011	REPRS U#20234 MOWER	10/14/16	253683	173.10-	
00002 BRACKMAN MOWER WAREHOUSE 20884	00164781	16000034	LUBRICANTS	10/14/16	253683	176.92-	
00002 BRACKMAN MOWER WAREHOUSE 20886	00164800	16000036	AGRI EQUIP REPR PTS	10/14/16	253683	394.00-	
00002 BRACKMAN MOWER WAREHOUSE 20888	00164800	16000037	AGRI EQUIP REPR PTS	10/14/16	253683	54.00-	
00002 BRACKMAN MOWER WAREHOUSE 20885	00164858	16000039	GOLF CARTS MOBILE ST FESTIVAL	10/14/16	253683	100.00-	
00002 BRACKMAN MOWER WAREHOUSE 20898	00164799	16000045	REPRS U#19464 MOWER	10/14/16	253683	796.06-	
00002 BRACKMAN MOWER WAREHOUSE 20900	00164802	16000046	REPRS U#18867 MOWER	10/14/16	253683	196.88-	
BRACKMAN MOWER WAREHOUSE Sum							1,890.96-
00002 CAWTHON, ANDREW C	OFFICIAL 9/2	00201728	16000014	OFFICIAL-ADULT SOFTBALL	10/14/16	253693	240.00-
CAWTHON, ANDREW C Sum							240.00-
00002 CITY OF HATTIESBURG FUND TRF 1ST 10/1	00201730	16000013	TRF 1ST 10/16 PAYROLL	10/11/16	311131	49,004.45-	
CITY OF HATTIESBURG FUND Sum							49,004.45-
00002 COMSOUTH	184349	00164999	16000052	RADIO REPR GRNDS MAINT	10/14/16	253700	97.50-
COMSOUTH							

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Sum							97.50-
00002 CRY, JAMAAL	SPORTS SERVS	00201729	16000024	SPORTS SUPPORT SERVICES	10/14/16	253704	212.00-
CRY, JAMAAL Sum							212.00-
00002 ECONOMY SUPPLY CO	259401	00164733	16000009	ROOF MATLS 9TH ST BALLPARK	10/14/16	253708	176.00-
ECONOMY SUPPLY CO Sum							176.00-
00002 ELKINS WHOLESALE INC	292940-00	00164776	16000006	JANIT SUPP GRNDS MAINT	10/14/16	253709	1,039.13-
ELKINS WHOLESALE INC Sum							1,039.13-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/2	00201728	16000015	OFFICIAL-ADULT SOFTBALL	10/14/16	253712	420.00-
ESTERS, WILLARD (BUTCH) Sum							420.00-
00002 EVERETT, RAYFORD	OFFICIAL 9/2	00201728	16000016	OFFICIAL-ADULT SOFTBALL	10/14/16	253713	380.00-
EVERETT, RAYFORD Sum							380.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 9/2	00201728	16000017	OFFICIAL-ADULT SOFTBALL	10/14/16	253731	160.00-
GRIFFIN, GABRIEL Sum							160.00-
00002 HARRIS, MARCEL	SPORTS SERVS	00201729	16000025	SPORTS SUPPORT SERVICES	10/14/16	253738	216.00-
HARRIS, MARCEL Sum							216.00-
00002 HARRIS, TYRELL R	SPORTS SERVS	00201729	16000026	SPORTS SUPPORT SERVICES	10/14/16	253739	216.00-
HARRIS, TYRELL R Sum							216.00-
00002 HAVARD PEST CONTROL INC	1052953	00201731	16000048	SRV 10/16 BOYS BROTHERHOOD	10/14/16	253743	48.00-
00002 HAVARD PEST CONTROL INC	1052954	00201731	16000049	SRV 10/16 CAMERON FIELD	10/14/16	253743	48.00-
00002 HAVARD PEST CONTROL INC	1052944	00201731	16000050	SRV 10/16 DAHMER POOL	10/14/16	253743	48.00-
HAVARD PEST CONTROL INC Sum							144.00-
00002 KEELING COMPANY (HATTIES	S3093714.001	00164784	16000010	ELEC SUPP TATUM PARK	10/14/16	253758	382.32-
KEELING COMPANY (HATTIES Sum							382.32-
00002 KETTLEY, ANNETTE	SPORTS SERVS	00201729	16000027	SPORTS SUPPORT SERVICES	10/14/16	253759	168.00-
KETTLEY, ANNETTE							

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Sum							168.00-
00002 LANCASTER'S MACHINE & WE	22869	00164823	16000038	DECK REPR U#18867 MOWER	10/14/16	253762	185.00-
LANCASTER'S MACHINE & WE Sum							185.00-
00002 LITTLE CAESARS PIZZA (HB PO#164815 10	00164815	16000044	VOLUNTEERS FOOD MOBILE FESTVL	10/14/16	253764		30.00-
LITTLE CAESARS PIZZA (HB Sum							30.00-
00002 LOCKHART, GREGOIRE	SPORTS SERVS 00201729	16000028	SPORTS SUPPORT SERVICES	10/14/16	253765		188.00-
LOCKHART, GREGOIRE Sum							188.00-
00002 LOWE'S OF HATTIESBURG IN	909800	00163902	16000001	HEAVY DUTY DOLLIES	10/14/16	253766	113.98-
LOWE'S OF HATTIESBURG IN Sum							113.98-
00002 MATTOX, QENTELLER L	OFFICIAL 9/2 00201728	16000018	OFFICIAL-ADULT SOFTBALL	10/14/16	253769		80.00-
MATTOX, QENTELLER L Sum							80.00-
00002 MS POWER COMPANY	10/16 PKS/RE 00020171	16000040	MNTHLY ELEC-PARKS & REC	10/14/16	253785		1,309.02-
MS POWER COMPANY Sum							1,309.02-
00002 NAPA AUTO PARTS	552692	00164783	16000042	LUBRICANTS	10/14/16	253790	251.28-
NAPA AUTO PARTS Sum							251.28-
00002 PINE BELT PORTABLE TOILE	2959D161	00164987	16000047	PORTALETTS 1/16-9/16 TOWN SQ	10/14/16	253801	3,300.00-
PINE BELT PORTABLE TOILE Sum							3,300.00-
00002 PLAY IT AGAIN SPORTS	PPO#163942 9 00163942	16000004	CHEER UNIFORMS COACHES SHIRTS	10/14/16	253805		2,100.75-
PLAY IT AGAIN SPORTS Sum							2,100.75-
00002 POWELL, RANDY	SPORTS SERVS 00201729	16000029	SPORTS SUPPORT SERVICES	10/14/16	253806		392.00-
POWELL, RANDY Sum							392.00-
00002 SMITH, CARLTON L	OFFICIAL 9/2 00201728	16000019	OFFICIAL-ADULT SOFTBALL	10/14/16	253828		420.00-
SMITH, CARLTON L Sum							420.00-

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00002 SPORTS ILLUSTRATED PLAY	261716	00164790	16000005	REG FEES 9/16 VARI SPORTS	10/14/16	253835	474.25-
SPORTS ILLUSTRATED PLAY Sum							474.25-
00002 TERRELL, WINSTON	OFFICIAL 9/2	00201728	16000020	OFFICIAL-ADULT SOFTBALL	10/14/16	253839	420.00-
TERRELL, WINSTON Sum							420.00-
00002 TROTTER, JAMES C JR	OFFICIAL 9/2	00201728	16000021	OFFICIAL-ADULT SOFTBALL	10/14/16	253843	40.00-
TROTTER, JAMES C JR Sum							40.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	00201729	16000030	SPORTS SUPPORT SERVICES	10/14/16	253846	144.00-
VARNADO, ALEXANDRIA Sum							144.00-
00002 VARNADO, UNDEA	SPORTS SERVS	00201729	16000031	SPORTS SUPPORT SERVICES	10/14/16	253847	240.00-
VARNADO, UNDEA Sum							240.00-
00002 WHEELER, CURTIS	SPORTS SERVS	00201729	16000032	SPORTS SUPPORT SERVICES	10/14/16	253855	148.00-
WHEELER, CURTIS Sum							148.00-
00002 WILLIAMS. CHRISTY M	OFFICIAL 9/2	00201728	16000022	OFFICIAL-ADULT SOFTBALL	10/14/16	253858	180.00-
WILLIAMS. CHRISTY M Sum							180.00-
00002 WILLMUT GAS & OIL COMPAN	10/16 PKS/RE	00020171	16000041	MNTHLY GAS-PARKS & REC	10/14/16	253859	12.54-
WILLMUT GAS & OIL COMPAN Sum							12.54-
Sum							68,720.69-

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HATT.MUNICIPAL FIRE PROTECTION									
00005	TRUSTMARK NATIONAL BANK/	A/C#27335025	00201720	16000002	FIRE TRUCK LEASE NOTE	#22568	10/07/16	21974	16,377.37-
00005	TRUSTMARK NATIONAL BANK/	A/C#28401107	00201719	16000003	FIRE TRUCK LEASE NOTE	#33523	10/07/16	21975	14,340.60-
TRUSTMARK NATIONAL BANK/									
Sum									30,717.97-
Sum									30,717.97-

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WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100999	WTR B	00164902	16000028 SERVS 9/16 WTR BILLING	10/14/16	253661	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 ALLBRITTON CHAIN SAW & L	45903		00163682	16000060 TRIMMERS/LINE WTR PLANTS	10/14/16	253664	2,624.65-
00009 ALLBRITTON CHAIN SAW & L	45829		00163593	16000062 EQUIP REPR SEWER DEPT	10/14/16	253664	166.50-
ALLBRITTON CHAIN SAW & L							
Sum							2,791.15-
00009 BODY TECH INC	1611		00164904	16000031 TOWING U#18706 WTR BILLING	10/14/16	253679	65.00-
BODY TECH INC							
Sum							65.00-
00009 BONNER ANALYTICAL TESTIN	61704		00164813	16000020 SAMPLES 9/16 LAGOONS	10/14/16	253681	144.25-
BONNER ANALYTICAL TESTIN							
Sum							144.25-
00009 BRUNINI	215060		00164951	16000046 SRVS 8/16 GENERAL-SSO'S	10/14/16	253685	8,167.50-
00009 BRUNINI	211551		00164978	16000047 SRVS GROUNDWORX VS CITY	10/14/16	253685	99.00-
BRUNINI							
Sum							8,266.50-
00009 CARQUEST AUTO PARTS STOR	14758-75677		00163854	16000010 REPR PTS U#20054 SEWER	10/14/16	253691	215.00-
00009 CARQUEST AUTO PARTS STOR	14758-75679		00163850	16000011 REPR PTS SEWER DEPT	10/14/16	253691	115.19-
00009 CARQUEST AUTO PARTS STOR	14758-75676		00163851	16000012 BATTERY CABLES U#13192/STOCK	10/14/16	253691	128.08-
00009 CARQUEST AUTO PARTS STOR	14758-75680		00163948	16000013 REPR PTS U#15176 SEWER	10/14/16	253691	168.34-
CARQUEST AUTO PARTS STOR							
Sum							626.61-
00009 CENTRAL PIPE SUPPLY INC	S100070958.0	00164132	16000001	PLUMB SUPP TRANS DEPT	10/14/16	253694	3,189.44-
00009 CENTRAL PIPE SUPPLY INC	S100070958.0	00164132	16000002	PLUMB SUPP TRANS DEPT	10/14/16	253694	134.20-
CENTRAL PIPE SUPPLY INC							
Sum							3,323.64-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 10/1	00201730	16000022	TRF 1ST 10/16 PAYROLL	10/11/16	21976	84,451.74-
CITY OF HATTIESBURG FUND							
Sum							84,451.74-
00009 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00164843	16000017	EXPNS EPA/DOJ MEET ATLANTA	10/14/16	253707	310.95-
DUPREE, JOHNNY MAYOR							
Sum							310.95-
00009 EMPIRE TRUCK SALES (H'BU	RE00902416:0	00164700	16000016	REPRS U#13192 SEWER	10/14/16	253710	1,001.66-
EMPIRE TRUCK SALES (H'BU							
Sum							1,001.66-

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00009 G & K SERVICES	1035768121	00164906	16000023	UNIFORMS F10/03 TRANS	10/14/16	253725	59.21-
00009 G & K SERVICES	1035768125	00164906	16000024	MOP/MAT 10/03 PLANT	10/14/16	253725	14.40-
00009 G & K SERVICES	1035768124	00164906	16000025	UNIFORMS 10/03 PLANT	10/14/16	253725	50.51-
00009 G & K SERVICES	1035768122	00164906	16000026	UNIFORMS 10/03 SEWER	10/14/16	253725	50.70-
00009 G & K SERVICES	1035768123	00164906	16000027	UNIFORMS 10/03 LAGOON	10/14/16	253725	25.52-
00009 G & K SERVICES	1035770373	00164947	16000051	UNIFORMS 10/10 TRANS	10/14/16	253725	59.21-
00009 G & K SERVICES	1035770377	00164947	16000052	MOP/MAT 10/10 PLANT	10/14/16	253725	14.40-
00009 G & K SERVICES	1035770376	00164947	16000053	UNIFORMS 10/10 PLANT	10/14/16	253725	50.51-
00009 G & K SERVICES	1035770374	00164947	16000054	UNIFORMS 10/10 SEWER	10/14/16	253725	169.65-
00009 G & K SERVICES	1035770375	00164947	16000055	UNIFORMS 10/10 LAGOON	10/14/16	253725	25.52-
G & K SERVICES Sum							519.63-
00009 GARNER LUMLEY ELECTRIC S	13042	00153372	16000014	ELEC SUPP SEWER DEPT	10/14/16	253727	52.80-
GARNER LUMLEY ELECTRIC S Sum							52.80-
00009 HAVARD PEST CONTROL INC	1052969	00201731	16000056	SRV 10/16 PLT LAKEVW LOWER	10/14/16	253743	48.00-
00009 HAVARD PEST CONTROL INC	1052972	00201731	16000057	SRV 10/16 BURKETT STA	10/14/16	253743	40.00-
00009 HAVARD PEST CONTROL INC	1052973	00201731	16000058	SRV 10/16 E LAUREL STA	10/14/16	253743	40.00-
00009 HAVARD PEST CONTROL INC	1052974	00201731	16000059	SRV 10/16 N LAGOON PLANT	10/14/16	253743	40.00-
HAVARD PEST CONTROL INC Sum							168.00-
00009 HYDRA SERVICE INC	117223	00164112	16000032	TRASH PUMP/HOSE SEWER DEPT	10/14/16	253748	3,350.00-
00009 HYDRA SERVICE INC	117223 FRT	00164879	16000033	FREIGHT CHG PO#164112	10/14/16	253748	75.00-
HYDRA SERVICE INC Sum							3,425.00-
00009 IRBY, STUART C CO	S009825456.0	00164679	16000008	BLOWER MODULES SOUTH LAGOON	10/14/16	253753	532.00-
IRBY, STUART C CO Sum							532.00-
00009 L & A CONTRACTING CO	483-066	00164917	16000035	AERATOR MNT 9/26-10/7 LAGOONS	10/14/16	253761	24,220.00-
L & A CONTRACTING CO Sum							24,220.00-
00009 MCELHANEY PLUMBING INC	247887	00164662	16000005	HAND TOOLS WTR PLANTS	10/14/16	253772	124.95-
00009 MCELHANEY PLUMBING INC	246489	00162655	16000061	PLUMB SUPP 4TH ST WELL	10/14/16	253772	52.86-
MCELHANEY PLUMBING INC Sum							177.81-
00009 MS POWER COMPANY	10/16 W&SO&M	00020171	16000041	MNTHLY ELEC-W&SO&M	10/14/16	253785	32,552.26-
MS POWER COMPANY Sum							32,552.26-
00009 NEWELL PAPER COMPANY	881859	00164627	16000003	JANIT SUPP WTR PLANT	10/14/16	253791	205.38-
NEWELL PAPER COMPANY							

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Sum							205.38-
00009 NORTH LAMAR WATER ASSN	SEWER BILING	00164885	16000030	SEWER BILLING 8/16	10/14/16	253793	134.00-
NORTH LAMAR WATER ASSN Sum							134.00-
00009 PEARL RIVER VALLEY EPA (	10/16 W&SO&M	00020171	16000044	MNTHLY 10/16 PUBLIC SERVICES	10/14/16	253798	7,616.14-
PEARL RIVER VALLEY EPA (							7,616.14-
Sum							7,616.14-
00009 PURVIS MOTORS LLC	6009054	00163594	16000007	REPR/MAINT U#15232 SEWER	10/14/16	253808	4,977.05-
00009 PURVIS MOTORS LLC	6009272	00164429	16000019	REPRS U#4682 SEWER DEPT	10/14/16	253808	4,212.04-
PURVIS MOTORS LLC Sum							9,189.09-
00009 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164342	16000049	JANIT SUPP PARKING DIVISION	10/14/16	253813	72.78-
00009 REGIONS CARDHOLDER SERVI	7079 9/30/16	00164308	16000050	HAND TOOLS WTR SERV TRUCKS	10/14/16	253813	160.25-
REGIONS CARDHOLDER SERVI Sum							233.03-
00009 RJM MCQUEEN CONTRACTING	1154	00164822	16000015	MANHOLE EDWARDS/SIMMONS ST	10/14/16	253817	91,170.25-
00009 RJM MCQUEEN CONTRACTING	1157	00164937	16000045	9/16 PUMPING	10/14/16	253817	21,052.95-
RJM MCQUEEN CONTRACTING Sum							112,223.20-
00009 RYAN MOTORS INC	251570	00164704	16000006	WINDOW SWITCH REPR U#13513	10/14/16	253821	343.60-
RYAN MOTORS INC Sum							343.60-
00009 SCOGGINS PUMP REPAIR	10309	00163812	16000034	ROTO FLOATS LAGOONS	10/14/16	253823	495.00-
SCOGGINS PUMP REPAIR Sum							495.00-
00009 SOLAR SUPPLY INC	3484592	00164503	16000004	REMOTE CONTROLLER PLT #2	10/14/16	253829	48.72-
SOLAR SUPPLY INC Sum							48.72-
00009 SOUTHERN PINE ELECTRIC P	10/16 W&SO&M	00020171	16000043	MNTHLY 10/16 PUBLIC SERVICES	10/14/16	253831	556.94-
SOUTHERN PINE ELECTRIC P Sum							556.94-
00009 SOUTHERN PIPE & SUPPLY C	113025-00	00162396	16000018	PLUMB SUPP SEWER STOCK	10/14/16	253832	1,037.40-
SOUTHERN PIPE & SUPPLY C Sum							1,037.40-
00009 WARREN PAVING INC	24515MB	00163200	16000036	HOT ASPHALT MIX	10/14/16	253851	2,927.02-
00009 WARREN PAVING INC	24598MB	00163200	16000037	HOT ASPHALT MIX	10/14/16	253851	2,470.72-

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00009	WARREN	PAVING	INC	24712MB	00163200	16000038	HOT ASPHALT MIX	10/14/16	253851	3,240.15-
00009	WARREN	PAVING	INC	24745MB	00163200	16000039	HOT ASPHALT MIX	10/14/16	253851	2,379.85-
00009	WARREN	PAVING	INC	24814MB	00163200	16000040	HOT ASPHALT MIX	10/14/16	253851	1,403.75-
00009	WARREN	PAVING	INC	24514MB	00162649	16000048	HOT ASPHALT MIX	10/14/16	253851	1,062.61-
WARREN PAVING INC Sum										13,484.10-
00009	WATKINS & EAGAR			374294	00164888	16000029	SRV GROUNDWORX VS BLANTON/COH	10/14/16	253854	1,228.50-
WATKINS & EAGAR Sum										1,228.50-
00009	WILLMUT GAS & OIL COMPAN			10/16 W&SO&M	00020171	16000042	MNTHLY GAS-W&SO&M	10/14/16	253859	12.60-
WILLMUT GAS & OIL COMPAN Sum										12.60-
Sum										309,931.70-

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WATER & SEWER FUND							
00011 CITY OF HATTIESBURG FUND	9/16	WATER D	00020173	16000007 9/16 WATER DIST 10/16	10/07/16	311130	1,351,318.08-
CITY OF HATTIESBURG FUND							
Sum							1,351,318.08-
00011 NGUYEN, TUYET		WTR OVRPMT R	00201724	16000010 WTR OVRPMT RFD	10/14/16	253792	471.24-
NGUYEN, TUYET							
Sum							471.24-
00011 OTT, DAVID M		WTR OVRPMT R	00201724	16000008 WTR OVRPMT RFD	10/14/16	253795	18.24-
OTT, DAVID M							
Sum							18.24-
00011 PINE CREEK 24		WTR OVRPMT R	00201724	16000009 WTR OVRPMT RFD	10/14/16	253804	46.10-
PINE CREEK 24							
Sum							46.10-
00011 RAYBORN, IESHA		METER DEP RF	00201725	16000011 METER DEP RFD	10/14/16	253810	33.32-
RAYBORN, IESHA							
Sum							33.32-
00011 SHIELDS, ROSALIE		METER DEP RF	00201725	16000014 METER DEP RFD	10/14/16	253825	33.32-
SHIELDS, ROSALIE							
Sum							33.32-
00011 SHOEMAKER PROPERTIES102		METER DEP RF	00201725	16000013 METER DEP RFD	10/14/16	253826	75.00-
SHOEMAKER PROPERTIES102							
Sum							75.00-
00011 WILKES PROPERTIES LLC RO		METER DEP RF	00201725	16000012 METER DEP RFD	10/14/16	253857	75.00-
WILKES PROPERTIES LLC RO							
Sum							75.00-
Sum							1,352,070.30-

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TAX COLLECTOR'S FUND
00027 LIBRARY, THE

LIBRARY, THE
Sum

Sum

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9/16 MILLAGE	00020172	16000006	9/16 MILLAGE DIST 10/16	10/07/16	311123	37,172.30-
						37,172.30-
						37,172.30-

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MUNICIPAL ROAD & BRIDGE							
00072 SHOWS DEARMAN & WAITS IN	19321	00164830	16000001	SRV HILLENDALE/UNETTA/CEDAR	10/14/16	253827	10,989.94-
00072 SHOWS DEARMAN & WAITS IN	EST #9 LL TR	00164831	16000002	SRV LL TRACE PH III	10/14/16	253827	1,597.49-
00072 SHOWS DEARMAN & WAITS IN	19289	00164832	16000003	SRV 34TH AVE SIDEWALK	10/14/16	253827	955.99-
00072 SHOWS DEARMAN & WAITS IN	19300	00164835	16000004	SRV PKS/REC INFRASTRUCTURE	10/14/16	253827	3,115.00-
SHOWS DEARMAN & WAITS IN							16,658.42-
Sum							
00072 WARREN PAVING INC	812142	00161518	16000005	REPAIRS NEWMAN STREET	10/14/16	253851	39,541.56-
00072 WARREN PAVING INC	812114	00161715	16000006	REPRS BEVERLY LANE	10/14/16	253851	56,979.48-
WARREN PAVING INC							96,521.04-
Sum							
Sum							113,179.46-

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WATER&SEWER CONSTRUCTION FUND							
00075 CARTER & SLOOPE CONSULTI	21332	00164828	16000002	SRV LAND APPLICATION SYSTEM	10/14/16	253692	118,799.55-
CARTER & SLOOPE CONSULTI							
Sum							118,799.55-
00075 SHOWS DEARMAN & WAITS IN	19301	00164833	16000003	SRV 2015 WTR SYS IMPRVMNTS	10/14/16	253827	6,586.02-
00075 SHOWS DEARMAN & WAITS IN	19302	00164834	16000004	SRV EPA RESPONSE	10/14/16	253827	6,300.00-
00075 SHOWS DEARMAN & WAITS IN	19328	00164912	16000005	WAREHOUSE TOPO PLT #2	10/14/16	253827	5,012.50-
SHOWS DEARMAN & WAITS IN							
Sum							17,898.52-
Sum							136,698.07-

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COMMUNITY CENTERS' FUND							
00077 BARNES, TONYA (REFUND)	CE ROY CENTE	00201733	16000009	DAMAGE DEPOSIT REFUND	10/14/16	253676	100.00-
BARNES, TONYA (REFUND)							100.00-
Sum							
00077 CITY OF HATTIESBURG FUND	TRF 1ST 10/1	00201730	16000006	TRF 1ST 10/16 PAYROLL	10/11/16	311131	16,158.89-
CITY OF HATTIESBURG FUND							16,158.89-
Sum							
00077 COLVIN, RONNIE (REFUND)	SHERRILL CEN	00201733	16000010	DAMAGE DEPOSIT REFUND	10/14/16	253698	100.00-
COLVIN, RONNIE (REFUND)							100.00-
Sum							
00077 G & K SERVICES	1035759194	00164898	16000013	UNIFORMS 9/05 COMM CNTRS	10/14/16	253725	45.86-
00077 G & K SERVICES	1035761427	00164898	16000014	UNIFORMS 9/12 COMM CNTRS	10/14/16	253725	38.86-
00077 G & K SERVICES	1035763644	00164898	16000015	UNIFORMS 9/19 COMM CNTRS	10/14/16	253725	38.86-
00077 G & K SERVICES	1035765884	00164898	16000016	UNIFORMS 9/26 COMM CNTRS	10/14/16	253725	38.86-
G & K SERVICES							162.44-
Sum							
00077 HARVEST FAMILY WORSHIP C	CE ROY CENTE	00201733	16000008	DAMAGE DEPOSIT REFUND	10/14/16	253740	100.00-
HARVEST FAMILY WORSHIP C							100.00-
Sum							
00077 HAVARD PEST CONTROL INC	1052962	00201731	16000017	SRV 10/16 CE ROY CNTR	10/14/16	253743	48.00-
00077 HAVARD PEST CONTROL INC	1052955	00201731	16000018	SRV 10/16 SIGLER BLDG	10/14/16	253743	115.00-
00077 HAVARD PEST CONTROL INC	1052985	00201731	16000019	SRV 10/16 REC CNTR	10/14/16	253743	48.00-
00077 HAVARD PEST CONTROL INC	1016785	00201731	16000020	SRV 7/16 CULTURAL CENTER	10/14/16	253743	48.00-
00077 HAVARD PEST CONTROL INC	1052961	00201731	16000021	SRV 10/16 CULTURAL CENTER	10/14/16	253743	48.00-
HAVARD PEST CONTROL INC							307.00-
Sum							
00077 MOORE'S LOCK AND KEY LLC	21825	00164658	16000001	DOOR LOCK REPR SHERRILL CNTR	10/14/16	253780	75.00-
MOORE'S LOCK AND KEY LLC							75.00-
Sum							
00077 MS POWER COMPANY	10/16 COMM C	00020171	16000011	MNTHLY ELEC-COMM CNTRS	10/14/16	253785	4,401.42-
MS POWER COMPANY							4,401.42-
Sum							
00077 MT CARMEL BAPTIST CHURCH	SHERRILL CEN	00201733	16000007	DAMAGE DEPOSIT REFUND	10/14/16	253787	100.00-
MT CARMEL BAPTIST CHURCH							100.00-
Sum							
00077 OFFICE DEPOT INC	1990390526	00164706	16000003	OFFICE SUPP SHERRILL CENTER	10/14/16	253794	178.27-
00077 OFFICE DEPOT INC	1991182370	00164765	16000004	OFFICE SUPP SHERRILL/CE ROY	10/14/16	253794	119.68-
OFFICE DEPOT INC							

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COMMUNITY DEVELOP. BLOCK GRANT 00082 AIDS SERVICES COALITION	10/4/16	00164993	16000005	117 COLLEGE ST RENO EXP REQ#1	10/13/16	311133	15,842.92-
AIDS SERVICES COALITION Sum							15,842.92-
00082 CITY OF HATTIESBURG FUND TRF 1ST 10/1	00201730	16000004	TRF 1ST 10/16	PAYROLL	10/11/16	311132	5,765.59-
CITY OF HATTIESBURG FUND Sum							5,765.59-
00082 HOLLIMON CONSTRUCTION	10/4/16	00164992	16000007	304 VERNON DAHMER DRAW #1	10/13/16	311135	12,000.00-
HOLLIMON CONSTRUCTION Sum							12,000.00-
00082 MAGIC HANDS HAIR SALON	10/4/16	00164991	16000008	MAGIC HANDS HAIR SALON ME DR#2	10/13/16	311136	2,318.79-
MAGIC HANDS HAIR SALON Sum							2,318.79-
00082 MCMULLAN EQUIPMENT CO	3707171C	00163674	16000001	DIAGNOSTIC FEE U#18711	10/14/16	253774	95.00-
MCMULLAN EQUIPMENT CO Sum							95.00-
00082 RICHARD & THOMAS, PLLC	10/4/16	00164990	16000006	336 VENETIAN WAY DPA1 MITCHELL	10/13/16	311134	15,795.00-
RICHARD & THOMAS, PLLC Sum							15,795.00-
Sum							51,817.30-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 14, 2016

Page - 37
Date - 10/13/16

Vendor

Invoice
Number

Purchase
Order

Claims
Number

Item
Description

Check
Date

Check
No.

Check
Amount

Grand Total Level
Sum

4,868,406.68-

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, October 18, 2016

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Routine Agenda Item VI. - 10 at the request of the Council and Administration as follows:

VI.-10 [2016-3041](#)

Approve and Authorize transfer of position of DUI Clerk and budgeted funds for the position from the Hattiesburg Police Department to the Hattiesburg Municipal Court as detailed in the attached memo.

Attachments: [Memo from Parker.](#)