

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, October 2, 2018

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****Agenda Adjustments****Add Policy Item V.-22 at the request of the Administration as follows:**

- V.-22** [2018-838](#) Authorize the City Attorney to file an Interpleader in the Forrest County Chancery Court to settle a dispute amongst the principals in TFR Group,LLC.

IV. PRESENTATION AGENDA**V. POLICY AGENDA**

- V.-1** [2018-834](#) Approval of minutes - for the September 17 & 18, 2018 meetings of the City Council.

Attachments: [min 9-17-18 AR](#)
 [min 9-18-18](#)

- V.-2** [2018-831](#) Adopt Resolutions determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Attachments:

[PH resolution memo 11.5.18](#)

[1. 307 Conti Resolution](#)

[2. 102 S. 11th resolution](#)

[3. 2011 Brooklane Dr resolution](#)

[4. 121 May St resolution](#)

[5. 717 Walnut St resolution](#)

[6. 3407 Tiltree Dr resolution](#)

[7. 114 N 23rd resolution](#)

[8. 611 Highland Ave. resolution](#)

[9. 100 Claiborne Ave resolution](#)

[10. 111 Dearborne St. resolution](#)

[11. 306 J. D Randolph resolution](#)

[12. 212 Timoth Ln resolution](#)

[Executed Res2018-131 - 307 Conti St.](#)

[Executed Res2018-132 - 102 S. 11th Ave.](#)

[Executed Res2018-133 - 2011 Brooklane Dr.](#)

[Executed Res2018-134 - 121 May Ave.](#)

[Executed Res2018-135 - 717 Walnut St.](#)

[Executed Res2018-136 - 3407 Tiltree Rd.](#)

[Executed Res2018-137 - 114 N 23rd Ave.](#)

[Executed Res2018-138 - 611 Highland Ave.](#)

[Executed Res2018-139 - 100 Claiborne Ave.](#)

[Executed Res2018-140 - 111 Dearborne St.](#)

[Executed Res2018-141 - 306 JD Randolph St.](#)

[Executed Res2018-142 - 212 Timothy Ln.](#)

[Forrest County recorded Resolutions 2018-131 thru 2018-142 unsafe properties](#)

- V.-3** [2018-795](#) Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Attachments: [Aduj memo 10.02.18](#)

[1. 315 N 20th Ave](#)
[2. 1312 Deason Ave](#)
[3. 6 Bonnie St](#)
[4. 211 S 24th Ave](#)
[5. 733 Longstreet Dr](#)
[6. 307 Klondyke ADJ](#)
[Executed Res2018-143 - 315 N 20th Ave.](#)
[Executed Res2018-144 - 1312 Deason Ave.](#)
[Executed Res2018-145 - 6 Bonnie St.](#)
[Executed Res2018-146 - 211 S. 24th Ave.](#)
[Executed Res2018-147 - 733 Longstreet Dr.](#)
[Executed Res2018-148 - 307 Klondyke St.](#)
[Forrest County recorded Resolutions 2018-143 thru 2018-148 adjudicating](#)

- V.-4** [2018-819](#) Adopt a Resolution setting a Public Hearing on Monday November 5, 2018 at 4 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: [Request P.H. memo 11.5.18](#)

[Request P.H. resolution 11.5.18](#)
[Executed - Res #2018-149 setting a public hearing for unsafe properties](#)

- V.-5** [2018-828](#) Adopt a Resolution approving the request for tax exemption filed by Marlow, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 525 Corinne Street, in the amount of \$48,065.00, for a period of seven (7) years, beginning January 1, 2018 and ending December 31, 2024; as authorized by Section 17-21-5, Mississippi Code of 1972.

Attachments: [Memo-Eaton](#)
[Application-Marlow, LLC](#)
[Zoning-Marlow, LLC](#)
[Marlow, LLC Resolution](#)
[Land Roll prior to renovations-Marlow, LLC](#)
[2017-Tax Roll-MARlow, LLC](#)
[B.W. Sullivan Invoices-Marlow, LLC](#)
[Ceretificate of Occupancy-Marlow, LLC](#)
[Executed Res #2018-150 approving tax exemption for Marlow, LLC 5325 Corinr](#)

- V.-6** [2018-809](#) Adopt a Resolution authorizing Requisition No. 28 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 28](#)
[Executed - Res #2018-151 2016 Bond Resolution No. 28](#)

- V.-7** [2018-813](#) Adopt an Ordinance amending Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3206, adopted September 6, 2016, to address measurement of sanitary sewer effluent flow for any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger.

Attachments: [Ordinance Amending No. 3167 10-2-2018](#)
[Ordinance #3241 - Ordinance Amending No. 3167 sanitary sewer effluent flow](#)

- V.-8** [2018-806](#) Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights on W. 4th Street and Stone Street for a net increase to the monthly power bill of \$111.78.

Attachments: [MS Power-4th St & Stone St](#)
[Executed - MS Power Lighting Agreement - 4th St & Stone St](#)

- V.-9** [2018-808](#) Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list for a net increase to the monthly power bill of \$228.79.

Attachments: [MS Power-Variou locations-SWAT #2](#)
[Executed - MS Power Lighting Agreement - Various locations-SWAT #2](#)

- V.-10** [2018-816](#) Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list (SWOT #3) for a net increase to the monthly power bill of \$249.04.

Attachments: [MS Power-Variou locations-SWAT #3](#)
[Executed - MS Power Lighting Agreement -Various locations-SWAT #3](#)

- V.-11** [2018-817](#) Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at C E Roy Community Center for a net increase to the monthly power bill of \$36.22.

Attachments: [MS Power-C E Roy Community Center](#)
[Executed - MS Power Lighting Agreement - C E Roy Community Center](#)

- V.-12** [2018-800](#) Authorize the Mayor to execute an Intent to Participate and Designation letter for District 8 Regional Hazard Mitigation Plan and designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.

Attachments: [City designation letter District 8 Hattiesburg](#)
[City participation letter D8 Hattiesburg](#)
[Executed - Letter of participation and designation for District 8 Hazard Mitigation](#)

- V.-13** [2018-821](#) Approve Supplemental Agreement No. 2 with C. B. Developers adjusting quantities to actual final quantities for the Comprehensive Water Improvements Phase IV - Miscellaneous Connections Project; Authorize Mayor to execute Supplemental Agreement No. 2 in triplicate; Acknowledge receipt of As-Built plans for said project; Approve Final Acceptance of said project; Authorize advertisement of Notice of Final Settlement of contract for said project.

Attachments: [1273W009_Closeout Documents](#)
[Supplemental Agreement No. 2](#)
[CB Developers Pay Application No. 4 & Final](#)
[Notice of Final Settlement-Water Ph IV](#)
[1273-W009_As Built- Water Improvments Phase IV](#)
[Executed - Supplemental Agreement No. 2 with C.B. Developers for the Compr](#)

- V.-14** [2018-832](#) Approve and Declare the purchase of Twenty-Four (24) HRE- LCD Register and Orion LTE Cellular Meter Reading System by Badger Meter, Inc, as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Attachments: [Memo-Howe](#)
 [Sole Source Letter](#)
 [CELLULAR - MOBILE ME - HYBRID BID - WITH TRIMBLE 7](#)

- V.-15** [2018-790](#) Approve the purchase of ten (10) 4RE In-Car video system and ten (10) VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in an amount not to exceed \$77,550.00 as a sole source purchase as provided for in Section 31-7-3 (viii) of the Mississippi Code of 1972, based on information in the attached letter and memorandum.

Attachments: [WatchGuard Memo-Parker](#)
 [WatchGuard Estimate](#)
 [WatchGuard Sole Source Letter](#)
 [Executed - sole source purchase Watch Guard Video in car video system for HF](#)

- V.-16** [2018-825](#) Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Attachments: [Pay Scale Alignment Information Systems October 2018](#)

- V.-17** [2018-797](#) Designate The Spectrum Center's 4th Annual Pine Belt Pride event, to be held Saturday, October 13, 2018, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.

Attachments: [Ord.3148](#)
 [Walker-Email](#)

- V.-18** [2018-793](#) Ratify and confirm the Mayor's appointment of Gerard Patterson (W3) to the Recreation Board for a five (5) year term beginning October 2, 2018 and ending October 1, 2023.

Attachments: [Patterson-Resume](#)
 [Patterson-Data Sheet](#)

- V.-19** [2018-799](#) Ratify and confirm the Mayor's appointment of Patti Mowery (W4) to the Hattiesburg Historic Conservation Commission for a term beginning - October 2, 2018 and ending - June 30, 2022.

Attachments: [data sheet Mowery 2018](#)
 [Resume letter](#)

- V.-20** [2018-835](#) Adopt Resolution authorizing the employment of professionals in connection with the sale and issuance by the City of General Obligation Bonds and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "City Bond"); all in an aggregate principal amount not to exceed forty-five million dollars (\$45,000,000); and for related purposes.

Attachments: [Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 \(200087\) \(MDB C](#)
[Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 \(200087\) \(MDB C](#)
[Hattiesburg GO Bonds 2019 - City MA \(IRMA\) Disclosure & Eng Ltr \(10.2.18\)](#)
[Hattiesburg GO Bond 2019 RJ IRMA Exemption Letter Hattiesburg 9.28.18](#)
[Executed - Res #2018-152 authorizing the employment of professionals in conn](#)

- V.-21** [2018-836](#) Adopt Resolution Declaring the Intention of the Mayor and the City Council of the City of Hattiesburg, Mississippi, to issue General Obligation Bonds of the City and/or a General Obligation Bond of the City for Sale to the Mississippi Development Bank, all in an aggregate principle amount not to exceed Forty-Five Million Dollars (\$45,000,000) to raise money for the purpose of (I) Constructing, Improving or Paving Streets, Sidewalks, Driveways, Parkways, Walkways or Public Parking Facilities, and Purchasing Land Therefor; (II) Erecting, Repairing, Improving, Adorning, Equipping and Furnishing Municipal Buildings, and Purchasing Buildings and Land Therefor; (III) Protecting a Municipality, its Streets and Sidewalks from Overflow, Caving Banks and other like Dangers; (IV) Constructing Bridges and Culverts; and (V) For Other Authorized Purposes Under Mississippi Code Ann. Sections 21-33-301 ET SEQ., and Sections 31-25-1 ET SEQ., as Amended and Supplemented from Time to Time, Including Funding Capitalized Interest, if Applicable and Paying the Costs of Borrowing, Including any Costs for Bond Insurance Premium, if applicable; Directing the Publication of a Notice of Such Intention; and for Related Purposes.

Attachments: [Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 \(200087\) \(MDB C](#)
[Executed - Res #2018-153 Hattiesburg MDB Hattiesburg General Obligation Bo](#)
[Proof of publication Resolution 2018-153](#)

VI. ROUTINE AGENDA

- VI.-1** [2018-798](#) Acknowledge receipt of request filed by Rev. Ken Ramon-Landry to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St. The HHCC Denied on September 12, 2018. Set a public hearing before City Council on November 5, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: [Appeal form - Ramon-Landry 9-12-18](#)
[Public Notice - 501 W Pine St Set Appeal Hearing](#)

- VI.-2** [2018-810](#) Acknowledge receipt of a list of properties, determined by Code Enforcement Officers, in the month of August 2018, to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, and eligible for pursuit via an expedited process pursuant to Section 21-19-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Attachments: [Expedited List 10.2.18](#)

- VI.-3** [2018-827](#) Acknowledge Receipt of Privilege Tax License Report for the Month of August 2018.

Attachments: [Privilege license Report-August-2018](#)
[Memo-Privilege License Report for August 2018](#)

- VI.-4** [2018-811](#) Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2018 and 2017, from TMH CPA & Consulting Firm.

Attachments: [2017-2018 PBRSWMA-Audit](#)

- VI.-5** [2018-823](#) Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from 2 Square, LLC for a portion of Forrest County Tax Parcel No. 2-028L-07-155.00 (PPIN 23166) for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Attachments: [2 Square LLC - PPIN 23166 - Deed](#)
[2 Square LLC - PPIN 23166 - Partial Release](#)

- VI.-6** [2018-824](#) Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from McMahan Houses LLC for a portion of Forrest County Tax Parcels PPIN 23038 and 23107, and Deed of Dedication for a Portion of Forrest County Tax Parcel PPIN 23105, and PPIN 23106 for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Attachments: [McMahan - PPIN 23038 - Deed](#)
[McMahan - PPIN 23038 - Partial Release](#)
[McMahan - PPIN 23105 - Deed](#)
[McMahan - PPIN 23106 - Deed](#)
[McMahan - PPIN 23107 - Deed](#)
[McMahan - PPIN 23107 - Partial Release](#)

- VI.-7** [2018-822](#) Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust and Assignment of Leases from L & D, LLC for a portion of Forrest County Tax Parcel No. 2-028E-06-097.00 (PPIN 23998) for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Attachments: [L & D, LLC - PPIN 23998 - Deed](#)
[L & D, LLC - PPIN 23998 - Partial Release](#)
[Executed - Deed of Dedication and partial release of deed of trust and assignment](#)

- VI.-8** [2018-820](#) Acknowledge the execution and submission by the Hattiesburg Police Department of the Stop Violence Against Women Grant.

Attachments: [Fully Executed Sub-grant Agreement - Hattiesburg PD STOP](#)

- VI.-9** [2018-794](#) Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar held June 25-26, 2018 and September 12-14, 2018.

Attachments: [McSwain Cert9-2018](#)
[McSwain Cert 6-2018](#)

- VI.-10** [2018-818](#) Approve Plans and Specifications for the Cured in Place Pipe (CIPP) Sewer Repair Project - Various Locations and Authorize advertisement for bids.

Attachments: [11256 Plans Street Ready 2018-08-22](#)
[11256 Specs Street Ready 2018 09 24](#)
[11256 Advertisement](#)
[Executed legal notice Cured In Place Pipe Sewer Repair Project](#)

- VI.-11 [2018-812](#) Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Attachments: [MEMORANDUM for CDBG Check Request October 2, 2018](#)
[INVOICES FOR CDBG Program Claims October 2, 2018](#)

- VI.-12 [2018-815](#) Approve and authorize issuance of a manual check for HOME Program Claims per the attached memorandum. {Entitlement HOME}

Attachments: [MEMORANDUM for HOME Check Request October 2, 2018 Breakthrough 709](#)
[INVOICE FOR Breakthrough - 709 Highland Avenue](#)

- VI.-13 [2018-796](#) Approve the sale of grave spaces, per attached memo's, Receipts, and Deeds.

Attachments: [Memo's \(10-02-18\)](#)
[Receipts \(10-02-18\)](#)
[Deeds \(10-02-18\)](#)
[Executed - grave space deeds](#)

- VI.-14 [2018-833](#) Approve claims docket for the period ending September 30, 2018.

Attachments: [DOCKET 18.09-30](#)

- VI.-15 [2018-837](#) Ratification of amended Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosive (ATF) and Hattiesburg Police Department - to be made a part of the minutes.

Attachments: [MOU with ATF and HPD - revised](#)

VIII. Adjournment



City of Hattiesburg, MS

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

Master

File Number: 2018-838

File ID: 2018-838

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/02/2018

Brief Title: Authorizing the City Attorney to file an interpleader in Forrest County Chancery Court, in regards to a dispute amongst TFR Group, LLC.

Final Action: 10/02/2018

Minute Book Number: MB 2018-247

Title:

Authorize the City Attorney to file an Interpleader in the Forrest County Chancery Court to settle a dispute amongst the principals in TFR Group, LLC.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					
	Action Text:						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - George, Delgado, Carroll, Dryden and Brown						
	Nays: 0						
1	City Council	10/02/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize the City Attorney to file an Interpleader in the Forrest County Chancery Court to settle a dispute amongst the principals in TFR Group,LLC.

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

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

Nays: 0

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

Text of Legislative File 2018-838

Title

Authorize the City Attorney to file an Interpleader in the Forrest County Chancery Court to settle a dispute amongst the principals in TFR Group,LLC.

Summary

Authorizing the City Attorney to file an interpleader in Forrest County Chancery Court, in regards to a dispute amongst TFR Group, LLC.

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: 2018-834

File ID: 2018-834

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester:

File Created: 09/27/2018

Brief Title: Approval of minutes - for the September 4 & 11, 2018 meetings of the City Council.

Final Action: 10/02/2018

Minute Book Number: MB2018-239-240

Title:

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

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-1

Sponsors:

Enactment Date:

Attachments: min 9-17-18 AR, min 9-18-18

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/02/2018	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approval of minutes - for the September 18, 2018 meeting of the City Council.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-834

Title

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

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

BE IT REMEMBERED that the Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, September 17, 2018, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

1. Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

2. Citizen Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Robert Green, 613 Charles Street

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

2018-792 Citizens' Forum Sign-In Sheet, 9-17-18.

Attachments: 9-17-18 Citizens' Forum Sign-In Sheet

Council Vice President Dryden closed the Citizen Forum.

By unanimous consent, Council President Carroll declared the meeting closed at 4:22 p.m., this the 17th day of September, 2018.

ATTEST:

APPROVE:

Clerk of Council

President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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INTENTIONALLY**

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

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

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The prayer was given by Executive Pastor, Jeff May, of Venture Church.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

Agenda Adjustments:

Remove Policy Agenda Item VI.-2, Add Addendum to the Claims Docket and Add Routine Agenda Item VII.-8 at the request of the Administration as follows:

A MOTION was made by Council Vice President Dryden and seconded by Council member Brown to Remove Policy Agenda Item VI.-2, Add Addendum to the Claims Docket and Add Routine Agenda Item VII.-9.

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

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

Nays: 0

VII.-8 2018-791

Acknowledge receipt of request filed by Robert Green to appeal the Planning Commission's recommendation for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue (per attached memo - Ward 2) from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs Neighborhood Association. The Planning Commission recommended to Deny on September 5, 2018. Set a public hearing before City Council on October 15, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: [September HPC Minutes](#)
[Letter of appeal - Dabbs Green](#)
[Public Notice - Dabbs Green Set Appeal Hearing](#)
[Appeal application - Dabbs Green](#)

V. PRESENTATION AGENDA

THE PRESENTATION AGENDA came before the Council.

IV. Approval of Minutes

IV.-1 2018-788 Approval of minutes - for the September 4 & 11, 2018 meetings of the City Council.

Attachments: min 9-4-18
 min 9-11-18 BA FY'19

A MOTION was made by Council Member George and seconded by Council Member Delgado to approve the minutes of the September 4 & 11, 2018, City Council meetings.

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

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

Nays: 0

VI. POLICY AGENDA

THE POLICY AGENDA came before the Council.

VI.-1 2018-780 Adopt a resolution to amend the City's Comprehensive Plan 2008-2028, Chapter 7 Land Use and Development, Hattiesburg's Districts and Corridors, Neighborhood Business Corridors, Pg 119, to include the following within the existing list: "Dabbs Street: From intersection at Pauline Avenue to Fredna Avenue" and also to amend the Future Land Use Map, Appendix C: Map C-6 to show an extent of Dabbs Street as Neighborhood Center Mixed-Use District, specifically from Pauline Avenue to Fredna Avenue. The Planning Commission recommended to Approve on September 5, 2018.

Attachments: September HPC Minutes
 Item A HPC
 Resolution -Amendment Comp Plan - DABBS

A MOTION was made by Council member George and seconded by Council Vice President Dryden Adopt a resolution to amend the City's Comprehensive Plan 2008-2028, Chapter 7 Land Use and Development, Hattiesburg's Districts and Corridors, Neighborhood Business Corridors, Pg 119, to include the following within the existing list: "Dabbs Street: From intersection at Pauline Avenue to Fredna Avenue" and also to amend the Future Land Use Map, Appendix C: Map C-6 to show an extent of Dabbs Street as Neighborhood Center Mixed-Use District, specifically from Pauline Avenue to Fredna Avenue. The Planning Commission recommended to Approve on September 5, 2018.

Council member Delgado advised that she was in favor of any action that the city takes that is going to improve and increase the number of businesses that locate between Pauline and Fredna Avenues on Dabbs Street. Council member Delgado also stated that she was also concerned that any action the city takes in Ward 2 be consistent with the plans the city has adopted for Twin Forks Rising. With that being said, Councilmember Delgado state that she would vote in favor of the item.

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

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

Nays: 0

VI.-2 Removed.

- VI.-3 2018-786** Adopt a Resolution authorizing Requisition No. 27 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 27

A MOTION was made by Council member Delgado and seconded by Council member George to Adopt a Resolution authorizing Requisition No. 27 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

- VI.-4 2018-779** Approve Supplemental Agreement No. 1 with Precision Construction, LLC for the Longleaf Trace Depot to Chain Park Project (STP 8771-00 (002)LPA/106943-701000) revising the number of working days for the contract from 70 to 126; Authorize Mayor to execute in duplicate.

Attachments: Supplemental Agreement No. 1

A MOTION was made by Council member Delgado and seconded by Council member Brown to Approve Supplemental Agreement No. 1 with Precision Construction, LLC for the Longleaf Trace Depot to Chain Park Project (STP 8771-00(002)LPA/106943-701000) revising the number of working days for the contract from 70 to 126; Authorize Mayor to execute in duplicate.

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

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

Nays: 0

- VI.-5 2018-784** Authorize Mayor to execute Agreed-upon Procedure letter between City of Hattiesburg and TMH to evaluate the financial records, policies and procedures of the Hattiesburg Municipal Court.

Attachments: Municipal Court AUP Engagement Letter-TMH

A MOTION was made by Council Vice President Dryden and seconded by Council member George to Authorize Mayor to execute Agreed-upon Procedure letter between City of Hattiesburg and TMH to evaluate the financial records, policies and procedures of the Hattiesburg Municipal Court.

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

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

Nays: 0

- VI.-6 2018-770** Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) for the 2018 Solid Waste Assistance Grant in the amount of \$75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day." The grant requires the city to provide \$25,000.00 in matching funds.

Attachments: 1 - SWA Application Cover Letter
2 - Grant application Part 1 - General Information
4 - Grant application Part 2a
5 - 2018 MDEQ SWA Narrative & Budget

A MOTION was made by Council member George and seconded by Council member Brown to

Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) for the 2018 Solid Waste Assistance Grant in the amount of \$75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day." The grant requires the city to provide \$25,000.00 in matching funds.

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

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

Nays: 0

VI.-7 2018-774 Approve and authorize Mayor to execute in triplicate Amendment No.2 to the agreement with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development.

Attachments: AMENDMENT NO. 2 Energov
Memorandum-FEMA Floodplain Data Reporting

A MOTION was made by Council member George and seconded by Council Vice President Dryden to Approve and authorize Mayor to execute in triplicate Amendment No.2 to the agreement with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development.

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

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

Nays: 0

VI.-8 2018-768 Approve the sale of a parcel of undeveloped land located off of Highway 49, Forrest County, MS (as described in Exhibit "A") by the Forrest County Industrial Park Commission known as the ("Seller") to Continental Rails, INC known as the (Buyer), in the amount of \$10,000.00, for use to construct a new office building.

Attachments: FCIPC. CR. Purchase Agreement - First Draft (002)
FCIPC.CR.Survey.8.6.18

A MOTION was made by Council member Brown and seconded by Council member George to Approve the sale of a parcel of undeveloped land located off of Highway 49, Forrest County, MS (as described in Exhibit "A") by the Forrest County Industrial Park Commission known as the ("Seller") to Continental Rails, INC known as the (Buyer), in the amount of \$10,000.00, for use to construct a new office building.

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

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

Nays: 0

VII. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

- VII.-1 2018-782** Acknowledge receipt of request filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Ashley Robinson, Owner, vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision at the intersection of J. Ed Turner Drive and Topanga Trail (per attached memo - Ward 1). The Board of Adjustment recommended to Approve on September 5, 2018. Set a public hearing before City Council on October 15, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
- Attachments: [September BOA Minutes Corrected](#)
[Item A BOA](#)
[Public Notice - Mandalay Ashley Robinson Set Appeal Hearing](#)
[Mandalay Villas - Additional Docs public hearing](#)
[appeal_planning_commission_9-7-2018 John Eye](#)
- VII.-2 2018-783** Acknowledge receipt of request filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Jeff Sims, Owner as required in the Land Development Code, Ord. No. 3209, to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for properties located in the Mandalay Villas at Greystone subdivision at the intersection of J. Ed Turner Drive and Topanga Trail (per attached memo - Ward 1). The Board of Adjustment recommended to Approve on September 5, 2018. Set a public hearing before City Council on October 15, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
- Attachments: [September BOA Minutes Corrected](#)
[Item B BOA](#)
[Public Notice - Mandalay Jeff Sims Set Appeal Hearing](#)
[Mandalay Villas - Additional Docs public hearing](#)
[appeal_planning_commission_9-7-2018 John Eye](#)
- VII.-3 2018-765** Acknowledge receipt of the monthly budget report for the month ending August 31, 2018.
- Attachments: [EXP18.0818](#)
[REV18.0818](#)
- VII.-4 2018-767** Acknowledge the issuance of corrected cemetery deed to Fred Lee Meggs, due to incorrect description (as recorded in MB 2018-197).
- Attachments: [Corrected Deed-Fred Lee Meggs](#)
- VII.-5 2018-766** Approve the State Holiday Schedule as the City's holidays for the fiscal; year 2018-2019 in accordance with MS Code 3-3-7, per attached list.
- Attachments: [2018-2019- Holiday Schedule.](#)
- VII.-6 2018-787** Approve publication of Notice re-scheduling a Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019
- Attachments: [Revised PH 2018-2019 Motor Vehicle Hearing](#)
- VII.-7 2018-769** Approve claims docket for the period ending September 14, 2018.
- Attachments: [DOCKET 18.09-14](#)
[Additional claim to the docket](#)
- VII.-8 2018-791** Acknowledge receipt of request filed by Robert Green to appeal the Planning Commission's recommendation for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue (per attached memo - Ward 2) from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs Neighborhood Association. The Planning Commission recommended to Deny on September 5, 2018. Set a public hearing before City Council on October 15, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Attachments: September HPC Minutes
 Letter of appeal - Dabbs Green
 Public Notice - Dabbs Green Set Appeal Hearing
 Appeal application - Dabbs Green

VIII. Adjournment

By unanimous consent, Council President Carroll declared the meeting adjourned at 5:13 p.m., this the 18th day of September, A.D., 2018.

ATTEST:

APPROVE:

Clerk of Council

President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



City of Hattiesburg, MS

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

Master

File Number: 2018-831

File ID: 2018-831

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Chris Price

File Created: 09/25/2018

Brief Title: 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.

Final Action: 10/02/2018

Minute Book Number: MB 2018-240

Title:

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

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: PH resolution memo 11.5.18, 1. 307 Conti Resolution, 2. 102 S. 11th resolution, 3. 2011 Brooklane Dr_resolution, 4. 121 May St_resolution, 5. 717 Walnut St_resolution, 6. 3407 Tiltree Dr_resolution, 7. 114 N 23rd_resolution, 8. 611 Highland Ave._resolution, 9. 100 Claiborne Ave_resolution, 10. 111 Dearborne St._resolution, 11. 306 J. D Randolph_resolution, 12. 212 Timoth Ln_resolution, Executed Res2018-131 - 307 Conti St., Executed Res2018-132 - 102 S. 11th Ave., Executed Res2018-133 - 2011 Brooklane Dr., Executed Res2018-134 - 121 May Ave., Executed Res2018-135 - 717 Walnut St., Executed Res2018-136 - 3407 Tiltree Rd., Executed Res2018-137 - 114 N 23rd Ave., Executed Res2018-138 - 611 Highland Ave., Executed Res2018-139 - 100 Claiborne Ave., Executed Res2018-140 - 111 Dearborne St., Executed Res2018-141 - 306 JD Randolph St., Executed Res2018-142 - 212 Timothy Ln., Forrest County recorded Resolutions 2018-131 thru 2018-142 unsafe properties

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2018-131-142) determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-831

Title

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

Summary

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.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Chris Price, Code Enforcement Manager

DATE: September 24, 2018

RE: Adopt a 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.

(See attached details.)

Address	PPIN #	Ward
1. 307 Conti Street	014698	4
2. 102 S. 11 TH Ave	016763	4
3. 2011 Brooklane Dr.	016372	4
4. 121 May Ave.	022563	5
5. 717 Walnut St.	024074	2
6. 3407 Tiltree Rd.	023612	3
7. 114 N 23 rd Ave.	016203	4
8. 611 Highland Ave	023598	5
9. 100 Claiborne Ave	013553	5

10. 111 Dearborne St. 020922 2

11. 306 J. D. Randolph St. 019000 2

12. 212 Timothy Ln 021776 4

Address	PPIN #	Ward	Violations	Proposed Actions	Estimate Clean up/Demo	Estimate Penalty
307 Conti Street	014698	4	AS, DS, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$5,000	\$2,500
102 S. 11 TH Ave	016763	4	AS, DS, US, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$3,500	\$1,750
2011 Brooklane Dr.	016372	4	AS, DS, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$3,500	\$1,750
121 May Ave.	022563	5	AB, DB, OGL	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot	\$2,000	\$1,500
717 Walnut St.	024074	2	OGL, T&L, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter * Board and secure vacant structure	\$600	\$1,500

3407 Tiltree Rd.	023612	3	OGL, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter * Board and secure vacant structure	\$575	\$1,500
114 N 23 rd Ave.	016203	4	AS, DS, OGL, T&L, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter * Board and secure the exterior of vacant structure	\$575	\$1,500
611 Highland Ave	023598	5	AS, DS, OGL, T&L, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter * Board and secure vacant structure	\$600	\$1,500
100 Claiborne Ave	013553	5	AB, AV, DB, OGL	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$6,000	\$3,000
111 Dearborne St	020922	2	OGL, T&L	*Cut and maintain Overgrown lot *Clean lot of trash & litter	\$700	\$1,500
306 J. D. Ranolph	019000	2	AS, DS, OGL, T&L, OS, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$6,500	\$3,250

212 Timothy Ln	021776	4	DS, OGL, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot	\$4,300	\$2,150
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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
Case #1 307 Conti St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-09-269, 307 Conti St Hattiesburg, MS 39401 and better describes as: LOT 13 IN BLOCKS 3 OF THE DAVIS AND FERGUSON SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICAL PLAT OF SAID SURVEY ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, TOGETHER WITH ALL IMPROVEMENT WHICH PROPERTY OS KNOWN AS MUNICIPAL NO 301 CONTI STREET IN THE SAID CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Jason Adams

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #2 102 S. 11th Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029M-09-074,102 S. 11th Ave. HATTIESBURG, MS 39401 and better described as Lot Ten (10), Block One (1) of the HATTIESBURG HEIGHTS PROPER SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Marshal and Alease Minster

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #3 2011 Brooklane Dr.**

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-028P-08-201, 2011 Brooklane Dr. HATTIESBURG, MS 39401 and better described as LT 17 & 18 BLK 12 HATTIESBURG HEIGHTS 3RD SURVEY B642 P250 11/16/90 Prev#: H0320-12-010 STR 8-04N-13W.

WHEREAS, the owner of the property is: American Pride Properties 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:

**Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)**

Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #4 121 May Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-03-8C-16-051, 121 May Ave HATTIESBURG, MS 39401 and better described as LT 3 BLK 2 GEORGE L PACE SUB Forrest County

WHEREAS, the owner of the property is: Hattiesburg Public School

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:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1.5)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #5 717 Walnut St**

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038B-15-023, 717 Walnut ST.HATTIESBURG, MS 39401 and better described as Lot 5 and the South ½ of vacated alley laying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: C Dam 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)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #6 3407 Tiltree Rd.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-039E-18-021, 3407 Tiltree Rd. HATTIESBURG, MS 39401 and better described as Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files 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: Paula Sill

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)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #7 114 N 23rd Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-08-259, 114 N 23rd St. HATTIESBURG, MS 39401 and better described as , Lots 1 and 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LESS AND EXCEPT: The South 19.0 feet of Lot 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Terry and Wanda Shoemake

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #8 611 Highland Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-16-092, 611 Highland Ave. HATTIESBURG, MS 39401 and better described as, The S ¼ of Lot 21 and all of Lot 22 of the R. E. RAWLS SUBDIVISION of Block 40 of the D. D. McINNIS THIRD SUURVEY, of the City of Hattiesburg, being a part of the N ½ of the SE 1/4/ of Section 16, Township 4 North, Range 13 West.

WHEREAS, the owner of the property is: William Jr. and Terri Conner

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #9 100 Claiborne Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038G-15-042, 100 Claiborne Ave. HATTIESBURG, MS 39401 and better described as Lot 7, 8, and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said property being assessed on the 2010 Forrest County Tax Rolls.

WHEREAS, the owner of the property is: Walter and Yvonne Early

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:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #10 111 Dearborne St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029K-09-388, 111 Dearborne St. HATTIESBURG, MS 39401 and better described as , Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats 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: Givon Forbes

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)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #11 306 J. D. Randolph St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029G-03-429, 306 J. D. Randolph St. HATTIESBURG, MS 39401 and better described as , Block 110 Section 03 Township 04N Range 13W

WHEREAS, the owner of the property is: Mary Graham Lott

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Case #12 212 Timothy Ln.**

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038D-16-056, 512 Timothy Ln. HATTIESBURG, MS 39401 and better described as, Block 93 of the D. D. McInnis Third Survey; Section 16; Township 04N; Range 13wW; Hattiesburg, Forrest County, Mississippi

WHEREAS, the owner of the property is: Jimmy Brown Jr.

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)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
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 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-131
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 307 Conti St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-09-269, 307 Conti St Hattiesburg, MS 39401 and better describes as: LOT 13 IN BLOCKS 3 OF THE DAVIS AND FERGUSON SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICAL PLAT OF SAID SURVEY ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, TOGETHER WITH ALL IMPROVEMENT WHICH PROPERTY OS KNOWN AS MUNICIPAL NO 301 CONTI STREET IN THE SAID CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Jason Adams

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

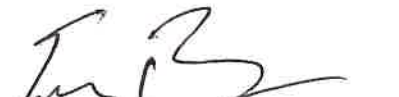

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-132
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 102 S. 11th Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029M-09-074, 102 S. 11th Ave. HATTIESBURG, MS 39401 and better described as Lot Ten (10), Block One (1) of the HATTIESBURG HEIGHTS PROPER SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Marshal and Alease Minster

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

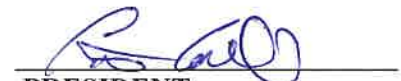
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-133
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 2011 Brooklane Dr.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-028P-08-201, 2011 Brooklane Dr. HATTIESBURG, MS 39401 and better described as LT 17 & 18 BLK 12 HATTIESBURG HEIGHTS 3RD SURVEY B642 P250 11/16/90
Prev#: H0320-12-010 STR 8-04N-13W.

WHEREAS, the owner of the property is: American Pride Properties 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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-134
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 121 May Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-03-8C-16-051, 121 May Ave HATTIESBURG, MS 39401 and better described as LT 3 BLK 2 GEORGE L PACE SUB Forrest County

WHEREAS, the owner of the property is: Hattiesburg Public School

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:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1.5)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-135
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 717 Walnut St

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038B-15-023, 717 Walnut ST.HATTIESBURG, MS 39401 and better described as Lot 5 and the South ½ of vacated alley laying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: C Dam 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)**
- Trash and Litter (International Property Maintenance Code, Sec. 307.1)**
- 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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-136
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 3407 Tiltree Rd.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-039E-18-021, 3407 Tiltree Rd. HATTIESBURG, MS 39401 and better described as Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files 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: Paula Sill

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)
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.

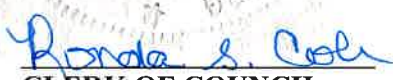
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

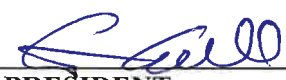
NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)
ATTEST:

CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-137
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 114 N 23rd Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-08-259, 114 N 23rd St. HATTIESBURG, MS 39401 and better described as , Lots 1 and 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LESS AND EXCEPT: The South 19.0 feet of Lot 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Terry and Wanda Shoemake

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-138
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 611 Highland Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-16-092, 611 Highland Ave. HATTIESBURG, MS 39401 and better described as, The S ¼ of Lot 21 and all of Lot 22 of the R. E. RAWLS SUBDIVISION of Block 40 of the D. D. McINNIS THIRD SUURVEY, of the City of Hattiesburg, being a part of the N ½ of the SE 1/4/ of Section 16, Township 4 North, Range 13 West.

WHEREAS, the owner of the property is: William Jr. and Terri Conner

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-139
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 100 Claiborne Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038G-15-042, 100 Claiborne Ave. HATTIESBURG, MS 39401 and better described as Lot 7, 8, and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said property being assessed on the 2010 Forrest County Tax Rolls.

WHEREAS, the owner of the property is: Walter and Yvonne Early

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:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

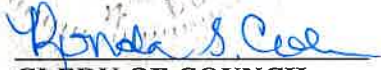
NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-140
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 111 Dearborne St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-09-388, 111 Dearborne St. HATTIESBURG, MS 39401 and better described as , Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats 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: Givon Forbes

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)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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.

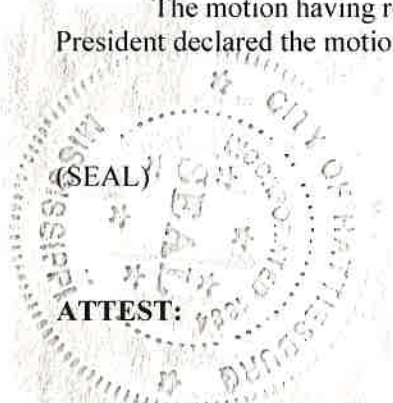
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

 (SEAL)
ATTEST:


CLERK OF COUNCIL

ADOPTED:

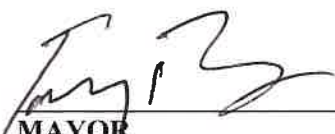

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-141
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 306 J. D. Randolph St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029G-03-429, 306 J. D. Randolph St. HATTIESBURG, MS 39401 and better described as , Block 110 Section 03 Township 04N Range 13W

WHEREAS, the owner of the property is: Mary Graham Lott

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-142
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 212 Timothy Ln.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038D-16-056, 512 Timothy Ln. HATTIESBURG, MS 39401 and better described as, Block 93 of the D. D. McInnis Third Survey; Section 16; Township 04N; Range 13wW; Hattiesburg, Forrest County, Mississippi

WHEREAS, the owner of the property is: Jimmy Brown Jr.

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)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

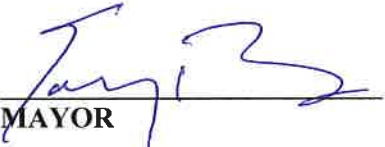

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:59-60

RCD: 10/12/2018 @ 2:49:26:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-131
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 307 Conti St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-09-269, 307 Conti St Hattiesburg, MS 39401 and better describes as: LOT 13 IN BLOCKS 3 OF THE DAVIS AND FERGUSON SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICAL PLAT OF SAID SURVEY ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, TOGETHER WITH ALL IMPROVEMENT WHICH PROPERTY OS KNOWN AS MUNICIPAL NO 301 CONTI STREET IN THE SAID CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Jason Adams

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:69-70

RCD: 10/12/2018 @ 2:58:11PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-132
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 102 S. 11th Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029M-09-074, 102 S. 11th Ave. HATTIESBURG, MS 39401 and better described as Lot Ten (10), Block One (1) of the HATTIESBURG HEIGHTS PROPER SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Marshal and Alease Minster

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Unsafe Structure (International Property Maintenance Code, Sec. 108.1.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:71-72

RCD: 10/12/2018 @ 2:58:47:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-133
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 2011 Brooklane Dr.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-028P-08-201, 2011 Brooklane Dr. HATTIESBURG, MS 39401 and better described as LT 17 & 18 BLK 12 HATTIESBURG HEIGHS 3RD SURVEY B642 P250 11/16/90
Prev#: H0320-12-010 STR 8-04N-13W.

WHEREAS, the owner of the property is: American Pride Properties 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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED
Bk:1293 Page:73-74
RCD: 10/12/2018 @ 2:59:37:PM
FORREST COUNTY, MS
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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-134
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 121 May Ave.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-03-8C-16-051, 121 May Ave HATTIESBURG, MS 39401 and better described as LT 3 BLK 2 GEORGE L PACE SUB Forrest County

WHEREAS, the owner of the property is: Hattiesburg Public School

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:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1.5)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED
Bk:1293 Page:75-76
RCD: 10/12/2018 @ 3:00:18:PM
FORREST COUNTY, MS
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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-135
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 717 Walnut St

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038B-15-023, 717 Walnut ST.HATTIESBURG, MS 39401 and better described as Lot 5 and the South ½ of vacated alley laying North of said lot of Stapleton and Bayne Subdivision of Block 92 of the Kamper and Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: C Dam 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)**
- Trash and Litter (International Property Maintenance Code, Sec. 307.1)**
- 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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:77-78

RCD: 10/12/2018 @ 3:00:58:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-136
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 3407 Tiltree Rd.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-039E-18-021, 3407 Tiltree Rd. HATTIESBURG, MS 39401 and better described as Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files 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: Paula Sill

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)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

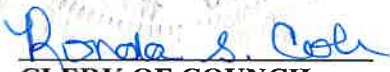
ABSENT:

None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:101-102

RCD: 10/12/2018 @ 3:08:36:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-137
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 114 N 23rd Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-08-259, 114 N 23rd St. HATTIESBURG, MS 39401 and better described as , Lots 1 and 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

LESS AND EXCEPT: The South 19.0 feet of Lot 2, Block 20, Hattiesburg Heights Second Survey, City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Terry and Wanda Shoemake

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:106-107

RCD: 10/12/2018 @ 3:20:45:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-138
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 611 Highland Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-16-092, 611 Highland Ave. HATTIESBURG, MS 39401 and better described as, The S ¼ of Lot 21 and all of Lot 22 of the R. E. RAWLS SUBDIVISION of Block 40 of the D. D. McINNIS THIRD SUURVEY, of the City of Hattiesburg, being a part of the N ½ of the SE 1/4/ of Section 16, Township 4 North, Range 13 West.

WHEREAS, the owner of the property is: William Jr. and Terri Conner

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 Structures (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structures (Inte4rnational 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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:108-109

RCD: 10/12/2018 @ 3:21:34PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-139
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 100 Claiborne Ave

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038G-15-042, 100 Claiborne Ave. HATTIESBURG, MS 39401 and better described as Lot 7, 8, and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said property being assessed on the 2010 Forrest County Tax Rolls.

WHEREAS, the owner of the property is: Walter and Yvonne Early

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:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)

Abandoned Building (International Property Maintenance Code, Sec. 301.3)

Dilapidated Building (International Property Maintenance Code, Sec. 304)

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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

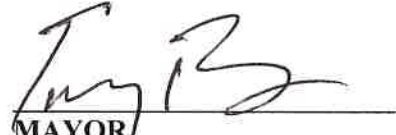

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:116-117

RCD: 10/12/2018 @ 3:34:18:PM

FORREST COUNTY, MS

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 Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-140
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 111 Dearborne St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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-09-388, 111 Dearborne St. HATTIESBURG, MS 39401 and better described as , Lots 18 and 19 in Block 5 of the Moseley and Dozier as per map or plats 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: Givon Forbes

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)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:110-111

RCD: 10/12/2018 @ 3:24:16:PM

FORREST COUNTY, MS

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-141
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 306 J. D. Randolph St.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-029G-03-429, 306 J. D. Randolph St. HATTIESBURG, MS 39401 and better described as , Block 110 Section 03 Township 04N Range 13W

WHEREAS, the owner of the property is: Mary Graham Lott

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:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Open Storage (Land Development Code, Sec. 87)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:114-115

RCD: 10/12/2018 @ 3:30:25:PM

FORREST COUNTY, MS

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 Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-142
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 212 Timothy Ln.

WHEREAS, on the 4th day of September 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of October, 2018, 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: 2-038D-16-056, 512 Timothy Ln. HATTIESBURG, MS 39401 and better described as, Block 93 of the D. D. McInnis Third Survey; Section 16; Township 04N; Range 13wW; Hattiesburg, Forrest County, Mississippi

WHEREAS, the owner of the property is: Jimmy Brown Jr.

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)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
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 Vice President Dryden seconded by Council member George, and was adopted by the following vote, to-wit:

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

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 2nd day of October, 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

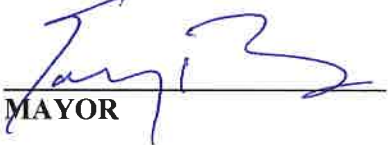

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-795

File ID: 2018-795

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Chris Price

File Created: 09/20/2018

Brief Title: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Final Action: 10/02/2018

Minute Book Number: MB 2018-240

Title: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-3

Sponsors:

Enactment Date:

Attachments: Aduj memo 10.02.18, 1. 315 N 20th Ave, 2. 1312 Deason Ave, 3. 6 Bonnie St, 4. 211 S 24th Ave, 5. 733 Longstreet Dr, 6. 307 Klondyke ADJ, Executed Res2018-143 - 315 N 20th Ave., Executed Res2018-144 - 1312 Deason Ave., Executed Res2018-145 - 6 Bonnie St., Executed Res2018-146 - 211 S. 24th Ave., Executed Res2018-147 - 733 Longstreet Dr., Executed Res2018-148 - 307 Klondyke St., Forrest County recorded Resolutions 2018-143 thru 2018-148 adjudicating

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Adopt Resolutions (#2018-143-148) adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

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

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

Nays: 0

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

Text of Legislative File 2018-795

Title

Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Summary

Adopt Resolution for Adjudication



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Chris Price, Code Enforcement Division Manager

DATE: September 13, 2018

RE: Adopt Resolution

I recommend adopting Resolutions adjudicating and directing the placement as an assessment the cleanup cost, and Title Opinion Cost not to exceed the value of the property per State Law, against the following properties.

<u>Owner</u>	<u>Address</u>	<u>PPIN #</u>	<u>Cost</u>	<u>Ward</u>
1. Southern Venture Properties, LLC	315 N 20 th Ave.	13325	\$55.00 \$38.00 Filing Fee	2
2. Odell Bolton	1312 Deason Ave.	22399	\$5,243.39 \$250.00 (T.O.) \$38.00 Filing Fee	2
3. Pentecostal Temple Community Church	6 Bonnie St.	21086	\$3,667.26 \$250.00 (T.O.) \$38.00 Filing Fee	2
4. Patricia Baker	211 S. 24 th Ave	16568	\$3,000.00 \$38.00 Filing Fee	4
5. Brocket LLC Pinola Properties LLC Acc Tax Sale Properties Fredrick W. Nathaniel Nichole Nathaniel Thera Nathaniel	733 Longstreet Dr.	19951	\$3,000.00 \$250.00 (T.O.) \$38.00 Filing Fee	2

6. Thomas Osbey	307 Klondyke St.	21240	\$5499.72 \$250 (T.O.) \$38.00 Filing Fee
-----------------	------------------	-------	---

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **315 N 20th Ave.** better described as: Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Southern Venture Properties, LLC	315 N 20 th Ave.	2-028I-08-360	\$55.00 \$38.00 Filing Fee

Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery

Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **1312 Deason Ave.** better described as East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 3, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Odell Bolton	1312 Deason Ave.	2-030M-11-034	\$5,243.39 \$250.00 (T.O.) \$38.00 Filing Fee

East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 6 Bonnie St. better described as: Parcel One (1):
N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11,
Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):

S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-
00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Pentecostal Temple Community Church	6 Bonnie St.	2-030L-11-013	\$3,667.26 \$250.00 (T.O.) \$38.00 Filing Fee

Parcel One (1):
N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11,
Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):

S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **211 S. 24th Ave.** better described as Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about June 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patricia Baker	211 S. 24 th Ave	2-028O-08-166	\$3,000.00 \$38.00 Filing Fee

Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 733 Longstreet Dr. better described as Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about May 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Brocket LLC	733 Longstreet Dr.	2-028H-05-095	\$3,000.00
Pinola Properties LLC			\$250.00 (T.O.)
Acc Tax Sale Properties			\$38.00 Filing Fee
Fredrick W. Nathaniel			
Nichole Nathaniel			
Thera Nathaniel			

Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and

appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 2, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Thomas Osbey	307 Klondyke St.	2-030M-11-041	\$5499.72 \$250 (T.O.) \$38.00 Filing

Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October A. D., 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, A. D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-143

INDEXING INSTRUCTIONS: **315 N 20th Ave.** better described as: Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Southern Venture Properties, LLC	315 N 20 th Ave.	2-028I-08-360	\$55.00 \$38.00 Filing Fee

Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **October, 2018**.

(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **October, 2018**.

ATTEST:



CITY CLERK

APPROVED:



MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-144

INDEXING INSTRUCTIONS: **1312 Deason Ave.** better described as East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 3, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Odell Bolton	1312 Deason Ave.	2-030M-11-034	\$5,243.39 \$250.00 (T.O.) \$38.00 Filing Fee

East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:



CITY CLERK

APPROVED:



MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **October, 2018**, the following Resolution:

RESOLUTION 2018-145

INDEXING INSTRUCTIONS: **6 Bonnie St.** better described as: Parcel One (1):
N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11,
Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):

S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Pentecostal Temple Community Church	6 Bonnie St.	2-030L-11-013	\$3,667.26 \$250.00 (T.O.) \$38.00 Filing Fee

Parcel One (1):

N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11, Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):

S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

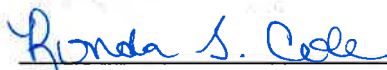
ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **October, 2018**.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **October, 2018**.

ATTEST:



CITY CLERK

APPROVED:



MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-146

INDEXING INSTRUCTIONS: **211 S. 24th Ave.** better described as Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about June 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patricia Baker	211 S. 24 th Ave	2-028O-08-166	\$3,000.00 \$38.00 Filing Fee

Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018.**

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-147

INDEXING INSTRUCTIONS: **733 Longstreet Dr.** better described as Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about May 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Brocket LLC	733 Longstreet Dr.	2-028H-05-095	\$3,000.00
Pinola Properties LLC			\$250.00 (T.O.)
Acc Tax Sale Properties			\$38.00 Filing Fee
Fredrick W. Nathaniel			
Nichole Nathaniel			
Thera Nathaniel			

Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-148

INDEXING INSTRUCTIONS: Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 2, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Thomas Osbey	307 Klondyke St.	2-030M-11-041	\$5499.72 \$250 (T.O.) \$38.00 Filing

Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of October, 2018.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

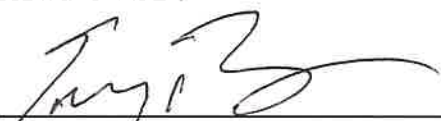

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of October, 2018.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-143

INDEXING INSTRUCTIONS: 315 N 20th Ave. better described as: Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Southern Venture Properties, LLC	315 N 20 th Ave.	2-028I-08-360	\$55.00 \$38.00 Filing Fee

Lot 5 of Block 4, of the BOWLING & PACE SUBDIVISION, of the City of Hattiesburg, Forrest County, Mississippi as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018.**

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

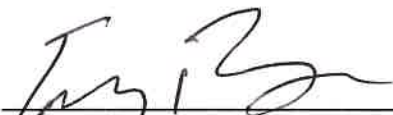
The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018.**

ATTEST:



CITY CLERK

APPROVED:



MAYOR



DEED

Bk:1293 Page:43-44
RCD: 10/12/2018 @ 2:27:47:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-144

INDEXING INSTRUCTIONS: **1312 Deason Ave.** better described as East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 3, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Odell Bolton	1312 Deason Ave.	2-030M-11-034	\$5,243.39 \$250.00 (T.O.) \$38.00 Filing Fee

East one half (E1/2), of Lot 2, Block 5, Omega Subdivision, 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

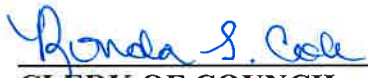
ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



DEED

Bk:1293 Page:45-46
RCD: 10/12/2018 @ 2:28:29:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-145

INDEXING INSTRUCTIONS: **6 Bonnie St.** better described as: Parcel One (1):
N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11,
Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):

S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 13, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Pentecostal Temple Community Church	6 Bonnie St.	2-030L-11-013	\$3,667.26 \$250.00 (T.O.) \$38.00 Filing Fee

Parcel One (1):
N ½ of Lot 1 Block 2 A. K. McInnis 2nd parcel #18242-0600200100 PPIN# 21085, Section 11, Township 4 North, range 13 West, Parcel/PPIN: 18242061600200100.

Parcel Two (2):
S ½ of Lot 1 Block 2 A.K. McInnis 2nd Addition, Rec#17108 PPIN #21986 Parcel #242-0616-00200200, Section 11, Township 4 North, Range 13 West, Parcel/PPIN: 242061600200200.

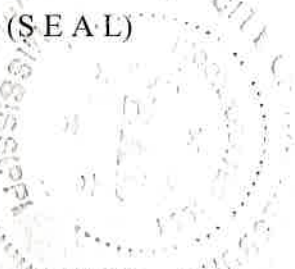
Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

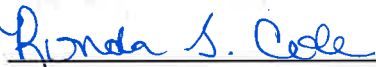
Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **October, 2018.**



ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **October, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR



DEED

Bk:1293 Page:47-48

RCD: 10/12/2018 @ 2:29:24 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-146

INDEXING INSTRUCTIONS: 211 S. 24th Ave. better described as Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about June 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Patricia Baker	211 S. 24 th Ave	2-028O-08-166	\$3,000.00 \$38.00 Filing Fee

Lot Seven (7) and the North One- Half (N1/2) of Lot Eight (8) in the Block Eleven (11) of the Hattiesburg Height Fourth Survey as per 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.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018.**

(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018.**

ATTEST:



CITY CLERK

APPROVED:



MAYOR



DEED

Bk:1293 Page:49-50

RCD: 10/12/2018 @ 2:29:56 PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **October, 2018**, the following Resolution:

RESOLUTION 2018-147

INDEXING INSTRUCTIONS: **733 Longstreet Dr.** better described as Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about May 26, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Brocket LLC	733 Longstreet Dr.	2-028H-05-095	\$3,000.00
Pinola Properties LLC			\$250.00 (T.O.)
Acc Tax Sale Properties			\$38.00 Filing Fee
Fredrick W. Nathaniel			
Nichole Nathaniel			
Thera Nathaniel			

Lot 16 of the Longstreet Terrace 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, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the **2nd** day of **October, 2018**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this **2nd** day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



DEED

Bk:1293 Page:51-52

RCD: 10/12/2018 @ 2:30:33:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-148

INDEXING INSTRUCTIONS: Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 2, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Thomas Osbey	307 Klondyke St.	2-030M-11-041	\$5499.72 \$250 (T.O.) \$38.00 Filing

Lot 7, Block 8 of the D.D. MCINNIS SECOND SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Vice President Dryden, seconded by Council Member Delgado and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-819

File ID: 2018-819

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Chris Price

File Created: 09/24/2018

Brief Title: Set Public Hearing on Monday November 5, 2018 at 4 p.m. to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-1

Final Action: 10/02/2018

Minute Book Number: MB 2018-241

Title:

Adopt a Resolution setting a Public Hearing on Monday November 5, 2018 at 4 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: Request P.H. memo 11.5.18, Request P.H. resolution 11.5.18, Executed - Res #2018-149 setting a public hearing for unsafe properties

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2018-149) setting a Public Hearing on Monday November 5, 2018 at 4 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11

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

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

Nays: 0

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

Text of Legislative File 2018-819

Title

Adopt a Resolution setting a Public Hearing on Monday November 5, 2018 at 4 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Summary

Set Public Hearing on Monday November 5, 2018 at 4 pm

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FROM: Chris Price, Code Enforcement Division Manager

DATE: September 24, 2018

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, November 5, 2018, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>
1. 1705 1 st Terrace	015286	4
2. 2700 McInnis Loop	027216	5
3. 506 Duke Ave.	013276	2
4. 905 Duke Ave	013034	2
5. 311 Park Ave	018446	2
6. 1106 Arledge St.	013431	2
7. 1106 Arledge St.	013430	2
8. 608 Magnolia Ave	013601	2
9. 606 Magnolia Ave	013599	2
10. 1016 Franklin St.	012995	2

11. 519 Miller St.	019696	2
12. 215 Jackson St.	021968	2
13. 403 Miller St.	020563	2
14. 2301 Pearl St.	016135	2
15. 3105 Delwood Dr.	014723	4

Address	PPIN #	Ward	Violations	Proposed Actions	Estimate Clean up/Demo	Estimate Penalty
1705 1 St Terrace	015286	4	OGL, OS, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter	\$250	\$1,500
2700 McInnis Loop	027216	5	AB, OGL	*Cut and maintain Overgrown lot *Clean lot of trash & litter	\$250	\$1,500
506 Duke Ave.	013276	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$3,900	\$1,950
905 Duke Ave	013034	2	DB, OGL T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot	\$5,000	\$2,500
311 Park Ave	018446	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$4,900	\$2,450
1106 Arledge St	013431	2	DB, OGL, T&L, VS	*Cut and maintain Overgrown lot	\$575	\$1,500

				*Clean lot of trash & litter		
1106 Arledge St.	013430	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$3,100	\$1,550
608 Magnolia Ave	013601	2	AS, DS, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$5,500	\$2,750
606 Magnolia Ave	013599	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$3,200	\$1,600
1016 Franklin St.	012995	2	DB, OGL, T&L, AV	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$5,000	\$2,500
519 Miller St	019696	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	\$7,500	\$3,750
215 Jackson St.	021968	2	DB, OGL, T&L, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter	\$500	\$1,500
403 Miller St.	020563	2	OGL, T&L, VS	*Cut and maintain Overgrown lot	\$500	\$1,500

				*Clean lot of trash & litter		
2301 Pearl St.	016135	2	T&L, VS, slab	*Cut and maintain Overgrown lot *Clean lot of trash & litter *Removal of slab	\$1,500	\$1,500
3105 Delwood Dr.	014723	4	OS, T&L	Remove and Dispose of Open Storage *Clean lot of trash & litter	\$1,500	\$1,500

Trash & Litter=T&L
Vacant Structure=VS
Dangerous Structure=DS
Overgrown Lot=OGL
Open Storage=OS
Protective Treatment=PT
Accessory Structure=AS
Unsafe Structure=US
Abandoned Vehicle=AV
Interior Structure=IS
Exterior Structure=ES
Electrical=EL
Responsibility (Water) =RW
Hazardous Tree=HT
Glazing=GL
PID=Premise Id
X's2=2 Structures
Structure Built in Right of Way= SBROW
Demo=DM

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1705 1 St Terrace	015286	4	OGL, OS, VS
2. 2700 McInnis Loop	027216	5	AB, OGL
3. 506 Duke Ave.	013276	2	DB, OGL, T&L, VS
4. 905 Duke Ave	013034	2	DB, OGL T&L, VS
5. 311 Park Ave	018446	2	DB, OGL, T&L, VS
6. 1106 Arledge St.	013431	2	DB, OGL, T&L, VS
7. 1106 Arledge St.	013430	2	DB, OGL, T&L, VS
8. 608 Magnolia Ave	013601	2	AS, DS, OGL, T&L, VS
9. 606 Magnolia Ave	013599	2	DB, OGL, T&L, VS
10. 1016 Franklin St.	012995	2	DB, OGL, T&L, AV
11. 519 Miller St.	019696	2	DB, OGL, T&L, VS
12. 215 Jackson St.	021968	2	DB, OGL, T&L, VS

13. 403 Miller St.	020563	2	OGL, T&L, VS
14. 2301 Pearl St.	016135	2	T&L, VS, slab
15. 3105 Delwood Dr.	014723	4	OS, T&L

are in such a state of uncleanness so as to be a menace to the health and safety of the community; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, November 5th, 2018, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of October, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of October, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-149

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1705 1 st Terrace	015286	4	OGL, OS, VS
2. 2700 McInnis Loop	027216	5	AB, OGL
3. 506 Duke Ave.	013276	2	DB, OGL, T&L, VS
4. 905 Duke Ave	013034	2	DB, OGL T&L, VS
5. 311 Park Ave	018446	2	DB, OGL, T&L, VS
6. 1106 Arledge St.	013431	2	DB, OGL, T&L, VS
7. 1106 Arledge St.	013430	2	DB, OGL, T&L, VS
8. 608 Magnolia Ave	013601	2	AS, DS, OGL, T&L, VS
9. 606 Magnolia Ave	013599	2	DB, OGL, T&L, VS
10. 1016 Franklin St.	012995	2	DB, OGL, T&L, AV

11. 519 Miller St.	019696	2	DB, OGL, T&L, VS
12. 215 Jackson St.	021968	2	DB, OGL, T&L, VS
13. 403 Miller St.	020563	2	OGL, T&L, VS
14. 2301 Pearl St.	016135	2	T&L, VS, slab
15. 3105 Delwood Dr.	014723	4	OS, T&L

are in such a state of uncleanness so as to be a menace to the health and safety of the community; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, November 5th, 2018, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member Brown, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-828

File ID: 2018-828

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/25/2018

Brief Title: Historic Preservation District Tax Exemption.

Final Action: 10/02/2018

Minute Book Number: MB 2018-241

Title:

Adopt a Resolution approving the request for tax exemption filed by Marlow, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 525 Corinne Street, in the amount of \$48,065.00, for a period of seven (7) years, beginning January 1, 2018 and ending December 31, 2024; as authorized by Section 17-21-5, Mississippi Code of 1972.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: Memo-Eaton, Application-Marlow, LLC, Zoning-Marlow, LLC, Marlow, LLC Resolution, Land Roll prior to renovations-Marlow, LLC, 2017-Tax Roll-MARlow, LLC, B.W. Sullivan Invoices-Marlow, LLC, Certificate of Occupancy-Marlow, LLC, Executed Res #2018-150 approving tax exemption for Marlow, LLC 5325 Corinne Street

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2018-150) approving the request for tax exemption filed by Marlow, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 525 Corinne Street, in the amount of \$48,065.00, for a period of seven (7) years, beginning January 1, 2018 and ending December 31, 2024.

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

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

Nays: 0

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

Text of Legislative File 2018-828

Title

Adopt a Resolution approving the request for tax exemption filed by Marlow, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 525 Corinne Street, in the amount of \$48,065.00, for a period of seven (7) years, beginning January 1, 2018 and ending December 31, 2024; as authorized by Section 17-21-5, Mississippi Code of 1972.

Summary

Historic Preservation District Tax Exemption.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FROM: Kermas Eaton, Director of Administration/ City Clerk

RE: Tax Exemption for Marlow, LLC- 525 Corinne Street.

The aforementioned property owner requested a tax exemption as authorized by Section 17-21-5 MS Code. The property is located at 525 Corinne Street and is more particularly described by legal description per attached memo.

The statutes allows for the exemption from any or all municipal ad valorem taxes, excluding ad valorem for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and new renovations of any improvements to existing structures lying within a designated central business district or historic preservation district or a historic landmark site, as determined by the municipality. This property is located in the Historic Preservation District.

The total amount for the improvements to the property was \$309,596.39 as evidenced by copies of proof of expenditures. The value of the property prior to renovations, per the Forrest County Tax Assessor, was \$174,260.00 which is broken down as \$21,480.00 and \$152,780.00 for the **building**. The value of the **building** after the renovations, per the Forrest County Tax Assessor, is \$248,910.00. According to the established guidelines, the amount of the exemption will not exceed fifty percent (50%) of the **improvements (building)** as determined by the county tax assessor upon completion of the project. Also, a recent Attorney General's opinion states the exemption should not exceed the increase in value as a result of the improvements to the building. Therefore, the requested exemption should be \$48,065.00.

If further information is needed, please feel free to contact me.

Kermas Eaton

**CITY OF HATTIESBURG
APPLICATION FOR TAX EXEMPTION**

PROPERTY OWNER: Marlow, LLC
MAILING ADDRESS: 198 Trussell Rd
CITY/ST/ZIP: Bel. ms 39465
PHONE: 601-594-0907 FAX: 601-594-5046
EMAIL ADDRESS: elourey@erithouwayPA.com

1. Type of Tax Exemption requested: ☐ Downtown Central Business District ☒ Historic Preservation District
2. Address of Property: 525 Corinne St, Hattiesburg
3. Tax Identification Number (PPIN, Parcel Number): 19361
4. Date of completion of project as determined by the Certificate of Completion, Final Inspection or Certificate of Occupancy, as issued by the Land Development Code Administrator (Attach copy of documentation): 7-5-18
5. Appraised value (True Value) of property prior to renovations/replacement, per the County Tax Assessor:
Land: 21480 Buildings: 152780 Total: 174260
6. Appraised value of property after improvements, per County Tax Assessor: *The value of the property must increase by at least ten percent (10%).* Land: 21480 Buildings: 248,910 Total: 270,390.00
7. Description of project: remodel
8. Amount expended on project (Attach proof of expenditures – Verification by lending institution, statement from CPA, actual invoices): 309,586.00
9. Attach pictures of property before and after of project, if available.

Property Owner Signature: _____

Date of Request: 7.23.18

This area to be completed by the City Tax Collector.

Date of Assessment: _____

This will be the first calendar year for which the exemption will apply.

Amount approved for exemption: _____

This amount should be the amount actually expended on the project not to exceed the total amount of the increase in value or fifty percent (50%) of the new value of the improvements as determined by the County Tax assessor, whichever is less.

Date Approved: _____

Date Denied: _____

If denied, indicate the reason for denial.



Department of Urban Development

DATE: January 23, 2018

REFERENCE: Request for Tax Exemption
525 Corinne Street
Hattiesburg, MS 39401
Parcel No 029O-10-038.00; PPIN: 19361

Mr. Shawn Lowrey,

The above referenced property is zoned B-3, Community Business, according to the Official Zoning Map of the City of Hattiesburg and is located in the Oaks Historic District. Because this property is located in a Historic Preservation District, it may be eligible for temporary exemption from certain taxes in accordance with City of Hattiesburg Resolution 2011-209.

For more information on the qualification for such exemptions or to request an application, contact the City Clerk, Kermas Eaton at 601-545-4502.

Please contact the Planning Division for any additional questions at (601) 545-4599.

Andrew Ellard
Director of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403
aellard@hattiesburgms.com /601.545.4675

**RESOLUTION OF
THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM
AD VALOREM TAXES**

The City Council next took up for consideration the matter of granting a tax exemption from ad valorem taxes to Marlow LLC, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES, EXCEPT SCHOOL DISTRICT TAXES, FOR A PERIOD OF SEVEN YEARS TO MARLOW,LLC AS AUTHORIZED BY SECTION 17-21-5, MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Applicant has filed with the City Council its Application for exemption from ad valorem taxation, except school district taxes; and

WHEREAS, the Applicant has produced written verification and documentation to this City Council as to the authenticity and correctness of its Application in regard to the true value of the property to be the subject of the prayed for exemption and the completion date of said improvements to 525 Corinne Street; and

WHEREAS, the City Council finds as a fact that the property described in the aforesaid Application constitutes improvement to an existing structure located in the designated central business district, which was completed on the 1st day of January, 2018, and that said Applicant is entitled to the exemption sought for a period of six (7) years, beginning on January 1, 2018.

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

Section 1. That the Application for ad valorem tax exemption on the improvements by the Applicant for a period of six (7) years, beginning January 1, 2018, on the property located at 525 Corinne Street and is more particularly described as COMM AT THE INTERSECTION OF THE NELY BOUNDARY LINE OF SECOND AVE WITH THE NWLY BOUNDARY LINE OF CORINNE ST WHICH POINT OF INTERSECTION IS ALSO THE SOUTHERN MOST COR OF BLK 147 OF JOHN KAMPER AND KAMPER AND WHINNERY SURVEY NELY ALG CORRINE ST 74' TO THE EASTERN MOST CORNER OF LT 3 MWLY 199.86' SWLY 61.89' SELY 90' BACK TO POB, filed by said Applicant for tax exemption be and the same is hereby approved.

Section 2. That the Applicant is hereby granted exemption on the improvements, under Code Section 17-21-5 from ad valorem taxes, except School District Ad Valorem Taxes in the City of Hattiesburg, Mississippi, within the jurisdiction of the Council and its power to levy, except for School District Ad Valorem Taxes, for a period of six (7) years beginning January 1, 2018, and ending December 31, 2024, with a total true value of the exemption in the amount of \$48,065.00.

Section 3. That the Clerk of Council be, and is hereby directed to spread a copy of this Resolution and the Application on the minutes of the City Council; and that the City Clerk shall forward one certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue and one certified copy to the State Auditor of Public Accounts; said City Clerk shall also forward one certified copy of the Application and a certified copy of the transcript of this Resolution to the Tax Assessor/Collector of Hattiesburg certifying that the property as described in the Application shall be placed on the appropriate tax roll as "Non-taxable", except for School District Ad Valorem Taxes, for the duration of the exemption period.

Section 4. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of October, 2018.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

LRMINQ01 ASSESSOR
Library 2017 LANDROLL - FORREST
LOWREY ERIK M
198 TRUSSELL RD

LANDROLL INQUIRY - BASIC DATA

LRWINQ01/M5

Parcel 2-0290-10-038.00 PPIN 19361
Alt Parcel 238 -0448-147-006.01
Exempt Code JD 0 Tax District 1110
Subdivision 0448 ADDENDUM
KAMPER & WINNERY EXT 2ND
Neighborhood 0448 Map

PETAL MS 39465
Sect/Twn/Rng 09 04N 13W B1k 147

St Addr 525 CORINNE STREET

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1		21480					21480	3222
2						152780	152780	22917
		21480				152780	174260	26139

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg 999 *** MAILING LIST *** Group Eligible C11 N (Y/N)

New Value Added F-Fire O-Override Deed Bk 1025 Pg 144 Ext
Drainage Code Benefit Price Total Deed Date 11 16 2007 Type QCD
Current 2017 Yr Added 12 1 1990

L 21480 21480 XXX
B 152780 152780 Chged 6 17 2008
Levee Benefits X = Use1 6110 Use2 6110 QUITMAN

F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
F3 next record, Page-Up prev record, F13 Paperlink

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 9/21/2018

Tax Year 2017

APPRAISAL INQUIRY

PARCEL 2-0290-10-038.00

ALT PARCEL NUMBER 238 -0448-147-006.01

PPIN 019361

SKETCH 1 [VIEW 01](#)

OWNER NAME

MARLOW LLC

OWNER ADDRESS

198 TRUSSELL RD

PETAL MS39465 216

PROPERTY ADDRESS

525 CORINNE STREET

PROPERTY IS VACANT (Y/N) N

FIELD WORK BY HEH DATE: 5/12/1997

CLASSED BY HEH DATE: 5/12/1997

REVIEWED BY H/T DATE: 5/24/2017

REALTOR CODE

LEGAL DESCRIPTION

1 COMM AT THE INTERSECTION OF THE
 2 NELY BOUNDARY LINE OF SECOND AVE
 3 WITH THE NWLY BOUNDARY LINE OF
 4 CORINNE ST WHICH POINT OF
 5 INTERSECTION IS ALSO THE SOUTHERMOST
 6 T COR OF BLK 147 OF JOHN KAMPER
 7 AND KAMPER AND WHINNERY SURVEY NELY
 8 ALG CORINNE ST 126' TO POB NELY ALG
 9 CORINNE ST 74' TO THE EASTERMOST
 10 CORNER OF LT 3 NWLY 199.86' SWLY
 11 61.89' SELY 110.09' SWLY 15'
 12 SELY 90' BACK TO POB

Block 147 Section 09 Township 04N Range 13W

Book 1268 Page 104 Type WD Date 12/19/2017

Book 1025 Page 144 Type QCD Date 11/16/2007

Book 763 Page 705 Type Date 12/13/1996

Book 765 Page 522 Type Date 1/15/1997

Book 986 Page 34 Type Date 4/7/2006

LOT INFORMATION

LOT CODE 0448 LOT SIZE 74.0 X 90 LOT VALUE 21480

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	74.00	90	483.84	9	.80	.75		290.30	21480	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE

OVERALL VALUE

21480

LAND USE CODE CLASS 1 6110 BANKING AND BANK-RELATED

LAND USE CODE CLASS 2 6110 BANKING AND BANK-RELATED

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
--------	------	----------------------	-------	------------------

<u>001</u>	030	OFFICE	232730	N
<u>002</u>	018	ASPHALT PAVING	3440	N
<u>003</u>	017	CONCRETE PAVING	12740	N

TOTAL PARCEL VALUE 270390



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B.W. SULLIVAN BUILDING CONTRACTOR, INC.

4451 Highway 49

Hattiesburg, Mississippi 39401

(601) 582-2933 * Fax: (601) 582-2049

INVOICE

September 28, 2017

Erik Lowery
Lowery and Fortner, P.A.
525 Corinne Street
Hattiesburg, MS 39401

**RE: Addition and Alterations to
Lowery & Fortner, P.A.
525 Corinne Street
Hattiesburg, MS 39401**

Original Contract Amount.....\$276,500.00

Additions & Changes (see attached).....\$33,096.39

Total Amount Due This Invoice.....\$309,596.39

*209,596.39
67,000

276,600.00
÷ 94 = 3000
6000

9700*

Please mail payment to:

B.W. SULLIVAN BUILDING CONTRACTOR, INC.
4451 HIGHWAY 49
HATTIESBURG, MS 39401

THANK YOU!

Certificate of Occupancy
CITY OF HATTIESBURG

Issuance of this Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Permit Type Commercial Building

Permit No. CBLD-04-17-008790

Owner LOWREY LAW OFFICE

Issue Date 5/3/2017

Owner Address 525 CORINNE ST
HATTIESBURG, MS

Project Address 525 CORINNE ST
Hattiesburg, MS 39401

Work Class Addition

Zoning B-1

Project Name ADDITION

Flood Zone Unshaded X

APPROVED BY:

DATE:

APPROVED BY:

DATE:

BUILDING INSPECTOR

6/28/18

CITY FORESTER

7-5-18

PLUMBING INSPECTOR

6/28/18

CITY ENGINEER

6/28/18

ELECTRICAL INSPECTOR

6/28/18

CRS COORDINATOR

6/28/18

MECHANICAL INSPECTOR

6/28/18

BUILDING OFFICIAL

6/29/18

AMERICAN DISABILITY ACT

FIRE MARSHALL

NOTES:

*****POST IN A CONSPICUOUS PLACE *****

Certificate of Occupancy
CITY OF HATTIESBURG

Issuance of this Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Permit Type Commercial Building

Permit No. CBLD-04-17-008790

Owner LOWREY LAW OFFICE

Issue Date 5/3/2017

Owner Address 525 CORINNE ST
HATTIESBURG, MS

Project Address 525 CORINNE ST
Hattiesburg, MS 39401

Work Class Addition

Zoning B-1

Project Name ADDITION

Flood Zone Unshaded X

APPROVED BY:

DATE:

Ken Bost

6/28/18

BUILDING INSPECTOR

CITY FORESTER

DATE:

7-5-18

PLUMBING INSPECTOR

CITY ENGINEER

7-5-18

Ken Bost

6/28/18

ELECTRICAL INSPECTOR

CRS COORDINATOR

6/28/18

MECHANICAL INSPECTOR

BUILDING OFFICIAL

6/28/18

Ken Bost

6/28/18

AMERICAN DISABILITY ACT

FIRE MARSHALL

6/29/18

NOTES:

*****POST IN A CONSPICUOUS PLACE*****

Certificate of Occupancy
CITY OF HATTIESBURG

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Permit Type Commercial Building

Permit No. CBLD-04-17-008790

Owner LOWREY LAW OFFICE

Issue Date 5/3/2017

Owner Address 525 CORINNE ST
HATTIESBURG, MS

Project Address 525 CORINNE ST
Hattiesburg, MS 39401

Work Class Addition

Zoning B-1

Project Name ADDITION

Flood Zone Unshaded X

APPROVED BY:

DATE:

APPROVED BY:

DATE:

BUILDING INSPECTOR

6/28/18

CITY FORESTER

7-5-18

PLUMBING INSPECTOR

6/28/18

CITY ENGINEER

7-5-18

ELECTRICAL INSPECTOR

6/28/18

CRS COORDINATOR

6/28/18

MECHANICAL INSPECTOR

6/28/18

BUILDING OFFICIAL

6/29/18

AMERICAN DISABILITY ACT

6/28/18

FIRE MARSHALL

6/29/18

NOTES:

*****POST IN A CONSPICUOUS PLACE*****

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-150

The City Council next took up for consideration the matter of granting a tax exemption from ad valorem taxes to Marlow LLC, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES, EXCEPT SCHOOL DISTRICT TAXES, FOR A PERIOD OF SEVEN YEARS TO MARLOW,LLC AS AUTHORIZED BY SECTION 17-21-5, MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Applicant has filed with the City Council its Application for exemption from ad valorem taxation, except school district taxes; and

WHEREAS, the Applicant has produced written verification and documentation to this City Council as to the authenticity and correctness of its Application in regard to the true value of the property to be the subject of the prayed for exemption and the completion date of said improvements to 525 Corinne Street; and

WHEREAS, the City Council finds as a fact that the property described in the aforesaid Application constitutes improvement to an existing structure located in the designated central business district, which was completed on the 1st day of January, 2018, and that said Applicant is entitled to the exemption sought for a period of six (7) years, beginning on January 1,2018.

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

Section 1. That the Application for ad valorem tax exemption on the improvements by the Applicant for a period of six (7) years, beginning January 1, 2018, on the property located at 525 Corinne Street and is more particularly described as COMM AT THE INTERSECTION OF THE NELY BOUNDARY LINEOF SECOND AVE WITH THE NWLY BOUNDARY LINE OF CORINNE ST WHICH POINT OF INTERSECTION IS ALSO THE SOUTHERN MOST COR OF BLK 147 OF JOHN KAMPER AND KAMPER AND WHINNERY SURVEY NELY ALO CORRINE ST 74' TO THE EASTERN MOST CORNER OF LT 3 MWLY 199.86' SWLY 61.89' SELY 90' BACK TO POB, filed by said Applicant for tax exemption be and the same is hereby approved.

Section 2. That the Applicant is hereby granted exemption on the improvements, under Code Section 17-21-5 from ad valorem taxes, except School District Ad Valorem Taxes in the City of Hattiesburg, Mississippi, within the jurisdiction of the Council and its power to levy, except for School District Ad Valorem Taxes, for a period of six (7) years beginning January 1, 2018, and ending December 31, 2024, with a total true value of the exemption in the amount of \$48,065.00.

Section 3. That the Clerk of Council be, and is hereby directed to spread a copy of this Resolution and the Application on the minutes of the City Council; and that the City Clerk shall forward one certified copy of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue and one certified copy to the State Auditor of Public Accounts; said City Clerk shall also forward one certified copy of the Application and a certified copy of the transcript of this Resolution to the Tax Assessor/Collector of Hattiesburg certifying that the property as described in the Application shall be placed on the appropriate tax roll as "Non-taxable", except for School District Ad Valorem Taxes, for the duration of the exemption period.

Section 4. 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 Vice President Dryden, seconded by Council Member George and was adopted by the following vote, to-wit:

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the Resolution adopted this the 2nd day of **October, 2018**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 2nd day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-809

File ID: 2018-809

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Adopt a Resolution authorizing Requisition No. 28 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

Final Action: 10/02/2018

Minute Book Number: MB 2018-241-242

Title:

Adopt a Resolution authorizing Requisition No. 28 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes: Please return PDF copy to engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-6

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 28, Executed - Res #2018-151 2016 Bond Resolution No. 28

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2018-151) authorizing Requisition No. 28 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-809

Title

Adopt a Resolution authorizing Requisition No. 28 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 28 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

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. **28** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING
REQUISITION NO. 28 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **28** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$346,153.58** 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. **28** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Forty-Six Thousand One Hundred Fifty-Three and 58/100 dollars (\$346,153.58)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **28** in the total aggregate amount of **Three Hundred Forty-Six Thousand One Hundred Fifty-Three and 58/100 dollars (\$346,153.58)** 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 **2nd day of October, 2018.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd day of October, 2018.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 27

DATE OF REQUISITION: 10/2/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	196,554.01	Pay Est 8	Sewer Improvements Ph V Period: 07/26/18 - 08/25/18 MB: 2017-403
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	129,077.50	Pay Est 8	Water Improvements Ph II Period: 07/26/18 - 08/25/18 MB: 2017-340
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	(139,913.09) (See notes on invoice)	Pay Est 5	Sewer Improvements Ph V Period: 04/28/18 - 05/25/18 MB: 2017-403
4	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	160,435.16	Pay Est 6	Sewer Improvements Ph V Period: 05/26/18 - 06/25/18 MB: 2017-403
			<u>346,153.58</u>		



September 24, 2018

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 8 for the above referenced project in the amount of \$196,554.01.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Wallace".

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

093695.7220.54
MB 2017-463

Contractor's Application For Payment No. 8

Application Period:	Beginning: 7/26/2018	Ending: 8/25/2018	Application Date:	31-Aug-18
To (Owner):	CITY OF HATTIESBURG			
From (Contractor):	C.B. DEVELOPERS, INC.			
Project:	COMPREHENSIVE SEWER PHASE 5			
Owner's Contract No.:	Contractor's Project No.:			
	Engineer's Project No.:			

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions

[illegible]

CONTRACTOR'S CERTIFICATION

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

Date: _____

8/31/2018

EJCDC No. C-620 (2002 Edition)

Approved by:

Is approved by:

Is approved by:

Payment of:

Is recommended by:

Payment of:

1.	ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2.	Net change by Change Orders	\$	-
3.	CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	990,980.34
5.	RETAINAGE:		
	a. 5.0 % x Work Completed	\$	49,549.02
	b. 5.0% x Stored Material	\$	-
	c. Total Retainage (line 5a + line 5b)	\$	49,549.02
6.	AMOUNT ELIGIBLE TO DATE (line 4 - line 5c)	\$	941,431.32
7.	LESS PREVIOUS PAYMENTS (line 6 from prior Application)	\$	744,877.31
8.	AMOUNT DUE THIS APPLICATION	\$	196,554.01
9.	BALANCE TO FINISH, PLUS RETAINAGE		
	(Column G on Progress Estimate + line 5 above)	\$	135,809.18

(Line 8 or other - attach explanation of other amount)

\$196,554.01

(Engineer)

(Date)

(Line 8 or other - attach explanation of other amount)

\$196,554.01

(Owner)

(Date)

(Owner)

(Date)

(Funding Agency, if applicable)

(Date)

Contractor's Application

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

COMPREHENSIVE SEWER PHASE 5		Application Period: 7/26/2018 TO 8/25/2018		Application Number: 8		31-Aug-18				
	A		B		C	D	E	F	G	H
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	56	\$ 604.24	\$ 14,935.29	\$ 604.24	2%	\$ 26,316.81
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	89	\$ 14,935.29		\$ 14,935.29	43%	\$ 19,977.51
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	-			0%	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	72	\$ 863.28		\$ 863.28	450%	\$ (671.44)
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	-			0%	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	-			0%	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	-			0%	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	1	\$ 3,297.09		\$ 3,297.09	50%	\$ 3,297.09
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	1	\$ 44,960.26		\$ 44,960.26	100%	\$ -
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 29,973.50		\$ 29,973.50	100%	\$ -
1	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08		\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40		\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25		\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75		\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30		\$ 3,687.30	100%	\$ -
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38		\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96		\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50		\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35		\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94		\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80		\$ 6,403.80	50%	\$ 6,403.80
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16		\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36		\$ 3,663.36	100%	\$ -
TOTALS				\$ 373,583.66		\$ 341,768.73		\$ 585,344.62		\$ 90,425.62

ELCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Contractor's Application

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

Contractor's Application

Page 5 of 9

Monthly Totals

		DESCRIPTION											Estimated Quantity Installed	Estimated Quantity Installed
		1	2	3	4	5	6	7	8	9	10	TOTAL		
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745	237					982	0
2	8" SDR 26 PVC SEWER PIPE (0-6')					423	543						966	
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184	372					707	
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50						146	
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48						48	
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55	1					55	
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)													
8	MANHOLE ITEMS													
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')						1							
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2							
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1								
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')													
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1							
13	SEWER SERVICE ITEMS													
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282					795	
14	8" X 8" X 6" PVC TEE					2	4	2					8	
15	6" PVC CLEANOUT					3	4	3					10	
16	LIFT STATION ITEMS													
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE					0.25	0.5		0.2				0.95	
17	MISCELLANEOUS CONSTRUCTION ITEMS													
17	ABANDONMENT OF SEPTIC TANKS													
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)													
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)													
20	CRUSHED AGGREGATE (SIZE 825)					12.08		77.75	784.35					874.18

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, 5T, 9.5MM								88.98			88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											
26	CLASS "B" CONCRETE, MINOR STRUCTURES											
27	GRASSING											
28	EROSION CONTROL					0.5						0.5
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5			0.25			1
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											1

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	2	2	1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')											2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')											3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE											8
19	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260	5	3					846
20	8" X 8" X 6" PVC TEE											15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADD	111.39	538.72	451.21	232							1333.32
24	CRUSHED AGGREGATE (SIZE 825)											3396.05
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854							725.83
26	HOT MIX ASPHALT, 5T, 9.5MM											26.08
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											288
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL											1
36	MOBILIZATION	0.5	0.5				0.5					1



September 19, 2018

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Water Improvements Ph II -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 8 for the above referenced project in the amount of \$129,077.50.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle D. Wallace".

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

To (Owner):		City of Hattiesburg, Mississippi		Project:		Comprehensive Water Improvements Phase II		Owner's Contract No.:		Not Applicable	
Application Period:		Beginning: 7/26/2018		Ending: 8/25/2018		Application Date:		Via (Engineer):		C.B. Developers, Inc.	
										Shows, Dearman & Waits Inc.	
										Contract:	
										Contractor's Project No.:	
										Engineer's Project No.:	

Contractor's Application For Payment No. 8

Change Order Summary

CONTRACTOR'S CERTIFICATION			
TOTALS		NET CHANGE BY CHANGE ORDERS	
\$ -	\$ -	\$ -	

Progress Estimate

Contractor's Application

Pay Item		Item Description		A		B		C		D		E		F		G	
						Bid Quantity		Unit Price		Bid Value		Estimated Quantity Installed		Materials Stored (not in C)		Total Completed and Stored to Date (D + E)	

Contractor's Application

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

Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II									
Application Period:	7/26/2018 TO 8/25/2018									
	Application Number: 8					Application Date: 31-Aug-18				
	A				C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	%	Balance to Finish (B - F)
43	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	151.0	\$ 58.48	\$ 8,830.48	239	\$ 13,990.17	\$ 102,766.78	\$ 1,933,717.12	158%	\$ 89,060.14
44	TEMPORARY EROSION CONTROL	1.0	\$ 6,432.75	\$ 6,432.75		\$	\$	\$ 13,990.17		\$ (5,159.69)
45	GRASSING	1.0	\$ 4,678.36	\$ 4,678.36		\$	\$	\$		\$ 6,432.75
46	MAINTENANCE OF TRAFFIC	1.0	\$ 5,847.95	\$ 5,847.95	1	\$ 4,385.96	\$	\$ 4,385.96	75%	\$ 4,678.36
47	MOBILIZATION	1.0	\$ 5,847.95	\$ 5,847.95	1	\$ 5,847.95	\$	\$ 5,847.95	100%	\$ 1,461.99
	Subtotal from Previous Page		\$ 2,022,777.26	\$		\$ 1,830,950.34	\$ 102,766.78	\$ 1,933,717.12		\$ 89,060.14
				\$		\$	\$ 102,766.78	\$ 1,957,941.21		\$ 96,473.55
	TOTALS			\$ 2,054,414.75		\$ 1,855,174.43	\$ 102,766.78	\$ 1,957,941.21		\$

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	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4	2		40	4	54	216	89			409
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	6	20		6	12	8	50	142			244
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60	1260		5646	320	60	145	142			1845
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4560	5380		2980	4479	1687	332	55			25119
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	20				20	467	260	220			1027
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)		80									480
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)				360	620						1157
8	18" STEEL CASING, 0.25" WT (OPEN CUT)		40									40
9	14" STEEL CASING, 0.25" WT (BORED)											
10	18" STEEL CASING, 0.25" WT (BORED)			80	245	265	100	240	200			690
11	20" STEEL CASING, 0.375"WT (BORED-RAILROAD)											440
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTING)				1	1						2
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & GASKET)				1				1			2
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)				2		1		2			5
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)					1			2			1
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)					1			2			2
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)			1		1			-4			1
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTING)			1		2			8			2
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)		1									10
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)											1
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)											1
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	3										12

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & O	1				1						1
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											1
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)		2						-1			1
26	4" GATE VALVE	3	4	2		1	2					12
27	6" GATE VALVE		1	1	5	7			1			15
28	8" GATE VALVE		6		1	2			2			11
29	12" GATE VALVE	4	6	4	12	17	5	3	1			52
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS T	5	5	4	7	9	5	1	1			37
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECT											
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING		3	2		23	75					103
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING		3	1			4					8
34	SERVICE TUBING (BORED) (ALL SIZES)					743	2011	50				2804
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)											
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES						1	4	2			7
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL											
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)											
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	32	14			42			504			746
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)								150			164.73
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)								52			125.24
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)											

	DESCRIPTION	43	44	45	46	47
		CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	TEMPORARY EROSION CONTROL	GRASSING	MAINTENANCE OF TRAFFIC	MOBILIZATION
1	Estimated Quantity Installed	24.26				
2	Estimated Quantity Installed	7.72			0.5	0.5
3	Estimated Quantity Installed	15.67				
4	Estimated Quantity Installed	123.91				
5	Estimated Quantity Installed	67.67			0.5	
6	Estimated Quantity Installed				0.25	
7	Estimated Quantity Installed					
8	Estimated Quantity Installed					
9	Estimated Quantity Installed					
10	Estimated Quantity Installed					
TOTAL	Estimated Quantity Installed	239.23			0.75	1

Stored Material Summary
 Contractor's Application

Pay Item No.		Unit Price		Materials Description		Quantity	Amount (\$)	Stored Previously	Stored this Month	Quantity	Amount (\$)	Quantity	Amount (\$)	Application Number: 8		Application Period: 7/26/2018 TO 8/25/2018		Application Date: 31-Aug-18	
A		B		C		D		E		F		G							

EICDC No. C-620 (2002 Edition)
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Stored Material Summary

Contractor's Application

		Application Period: 7/26/2018 TO 8/25/2018		Application Number: 8		Application Date: 31-Aug-18	
A	B	C		D		E	
Pay Item No.	Unit Price	Materials Description		Quantity	Amount (\$)	Quantity	Amount (\$)
				Stored Previously	Stored this Month	Incorporated in Work	Materials Remaining in Storage (\$ (D + E - F))
23		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTING		-	618819.3	1	117416.68
24		CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)		-	-	1	-
25		CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)		-	-	1	-
26	\$ 499.88	4" GATE VALVE		-	-	12	4,498.92
27	\$ 602.61	6" GATE VALVE		-	-	15	8,436.54
28	\$ 135.08	8" GATE VALVE		-	-	11	540.32
29	\$ 1,530.39	12" GATE VALVE		-	-	52	101,005.74
30	\$ 2,645.01	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & C		-	-	37	111,090.42
31		6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECTION OF EXIS		-	-	-	-
31		SERVICE ITEMS		-	-	-	-
32	\$ 140.88	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, CO		-	-	103	13,947.12
33	\$ 543.88	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, CO		-	-	8	9,245.96
34		SERVICE TUBING (BORED) (ALL SIZES)		-	-	2,804	-
35		RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)		-	-	-	-
36		REMOVAL ITEMS		-	-	7	-
37		ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL		-	-	-	-
38		REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)		-	-	-	-
39		MISCELLANEOUS CONSTRUCTION ITEMS		-	-	746	-
40		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR		-	-	165	-
41		ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		-	-	125	-
42		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		-	-	-	-
42		CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)		-	-	-	-
		TOTALS		-	618,819.30	-	366,181.70
				-	-	-	964,205.99
				-	-	-	102,766.78

FLCDC No. C-620 (2002 edition)

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Stored Material Summary

Contractor's Application

For (contract):

Comprehensive Water Improvements Phase II

Application Period:

7/26/2018 TO 8/25/2018

Application Number:

8

Application Date:

31-Aug-18

A	B	Materials Description		C	D	E	F	G
Pay Item No.	Unit Price	Quantity	Amount (\$)	Stored Previously	Stored this Month	Incorporated in Work	Materials Remaining in Storage (\$) (D + E - F)	
				Quantity	Quantity	Amount (\$)		
43			\$ -	618819.3		366181.7	964205.99	102766.78
44			\$ -					
45			\$ -					
46			\$ -					
47			\$ -					
		CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)						
		TEMPORARY EROSION CONTROL						
		GRASSING						
		MAINTENANCE OF TRAFFIC						
		MOBILIZATION						
		Subtotal From Previous Page						
		TOTALS		\$ 618,819.30	\$ 366,181.70	\$ 964,205.99	\$ 102,766.78	



Engineering Progress

June 7, 2018

CB Developers

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 5 for the above referenced project in the amount of
\$139,913.09.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

This pay application was paid twice. Once on Reg # 22, and again on Reg # 24. It is being included on Reg # 28 as a credit to correct the overpayment.

093695.72 x 0.54
MB 2017-403

RECEIVED
6/11/18

Application Period: Beginning: 4/28/2018 Ending: 5/25/2018 Application Date: 31-May-18		Via (Engineer): SHOWS, DEARMAN & WAITS, INC.	
To (Owner): CITY OF HATTIESBURG		From (Contractor): C.B. DEVELOPERS, INC.	
Project: COMPREHENSIVE SEWER PHASE 5		Contract:	
Owner's Contract No.:		Contractor's Project No.:	

Contractor's Application For Payment No. 5

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions

TOTALS	\$ -	\$ -
NET CHANGE BY	\$ -	
CHANGE ORDERS	\$ -	

CONTRACTOR'S CERTIFICATION		
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		
By:	Date: 6/5/2018	

ECDC No. C-620 (2002 Edition)

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

Payment of:	Is recommended by:	Payment of:	Is approved by:	Approved by:
(Line 8 or other - attach explanation of other amount)	(Engineer)	(Line 8 or other - attach explanation of other amount)	(Owner)	(Funding Agency, if applicable)
\$139,913.09	6-8-18	\$139,913.09	(Date)	(Date)

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	575,398.24
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	28,769.91
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	28,769.91
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	546,628.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	406,715.24
8. AMOUNT DUE THIS APPLICATION	\$	139,913.09
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + line 5 above)	\$	530,612.18

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5				5/25/2018		Application Number: 5		31-May-18		Application Date:								
		A		Bid Quantity		Unit Price		Bid Value		C		D		E		F		G		
Pay Item		Item Description								Estimated Quantity		Value		Materials Stored (not in C)		Total Completed and Stored to Date (D + E)		Balance to Finish (B)		
1		SITE 1-DOGWOOD DRIVE		4"	160 PSI SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$	7.84	\$	7,840.00	-	\$	-	10,219.68	\$	10,219.68	10,219.68	39%	\$	16,308.00
2				8"	SDR 26 PVC SEWER PIPE (0-6')	1098.0	\$	24.16	\$	26,527.68	423	\$	10,219.68	4,010.56	\$	4,010.56	4,010.56	25%	\$	11,952.00
3				8"	SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$	26.56	\$	15,962.56	151	\$	4,010.56		\$					
4				8"	SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$	38.55	\$	4,741.65	96	\$	3,700.80		\$	3,700.80		78%	\$	1,040.85
5				8"	SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$	43.34	\$	4,377.34	-	\$	-		\$	-		0%	\$	4,377.34
6				8"	SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$	48.14	\$	6,498.90	-	\$	-		\$	-		0%	\$	6,498.90
7				AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR		1.0	\$	4,189.24	\$	4,189.24	-	\$	-		\$	-		0%	\$	4,189.24
8				MANHOLE ITEMS		3.0	\$	2,689.82	\$	8,069.46	-	\$	-		\$	-		0%	\$	8,069.46
9				48" PRECAST CONCRETE SEWER MANHOLE (0-6')		8.0	\$	3,176.78	\$	25,414.24	3	\$	9,530.34		\$	9,530.34		38%	\$	15,883.90
10				48" PRECAST CONCRETE SEWER MANHOLE (8'-10')		1.0	\$	3,658.87	\$	3,658.87	1	\$	3,658.87		\$	3,658.87		100%	\$	-
11				48" PRECAST CONCRETE SEWER MANHOLE (10'-12')		1.0	\$	4,190.30	\$	4,190.30	-	\$	-		\$	-		0%	\$	4,190.30
12				48" PRECAST CONCRETE SEWER MANHOLE (12'-14')		1.0	\$	4,382.73	\$	4,382.73	-	\$	-		\$	-		0%	\$	4,382.73
13				SEWER SERVICE ITEMS		942.0	\$	10.60	\$	9,985.20	144	\$	1,526.40		\$	1,526.40		15%	\$	8,458.80
14				6" X 8" X 6" PVC TEE		8.0	\$	323.75	\$	2,590.00	2	\$	647.50		\$	647.50		25%	\$	1,942.50
15				6" PVC CLEANOUT		8.0	\$	359.74	\$	2,877.92	3	\$	1,079.22		\$	1,079.22		38%	\$	1,798.70
16				LIFT STATION ITEMS		1.0	\$	207,236.80	\$	207,236.80	0	\$	51,809.20		\$	51,809.20		25%	\$	155,427.60
17				MISCELLANEOUS CONSTRUCTION ITEMS		7.0	\$	359.68	\$	2,517.76	-	\$	-		\$	-		0%	\$	2,517.76
18				ABANDONMENT OF SEPTIC TANKS		3.0	\$	869.23	\$	2,607.69	-	\$	-		\$	-		0%	\$	2,607.69
19				DROP MANHOLE ASSEMBLY (INCLUDING SERVICE TUBING, FITTING		4.0	\$	599.95	\$	2,399.80	-	\$	-		\$	-		0%	\$	2,399.80
20				CRUSHED AGGREGATE (SIZE 825)		612.0	\$	44.96	\$	27,515.52	12	\$	543.12		\$	543.12		2%	\$	26,972.40
		TOTALS					\$		\$	379,589.66		\$	86,725.69		\$	86,725.69		\$	286,857.97	

EICDC No. C-620 (2002 Edition) #####

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Progress Estimate

Contractor's Application

For (Contract):	COMPREHENSIVE SEWER PHASE 5		Application Number: 5		Application Date: 31-May-18		Application Period: 4/28/2018 TO 5/25/2018		Application Date: 31-May-18	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	%	Balance to Finish (F)
A				B	C	D	E	F		G
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	56	\$ 604.24	\$ 0.00	\$ 604.24	2%	\$ 26,316.81
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	-	\$ -	\$ 0.00	\$ 0.00	0%	\$ 34,912.80
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 191.84
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	*	\$ -	\$ 0.00	\$ 0.00	0%	\$ 6,594.17
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	1	\$ 44,960.26	\$ 0.00	\$ 44,960.26	100%	\$ -
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 14,986.75	\$ 0.00	\$ 14,986.75	50%	\$ 14,986.75
1	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$ 0.00	\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$ 0.00	\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$ 0.00	\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$ 0.00	\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$ 0.00	\$ 3,687.30	100%	\$ -
6	8" SDR 26 PVC SEWER SERVICE BORE	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$ 0.00	\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$ 0.00	\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$ 0.00	\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$ 0.00	\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$ 0.00	\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$ 0.00	\$ 6,403.80	50%	\$ 6,403.80
MANHOLE ITEMS										
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$ 0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$ 0.00	\$ 3,663.36	100%	\$ -
TOTALS				\$ 675,770.24		\$ 286,219.17	\$ 0.00	\$ 286,219.17		\$ 379,551.07

FLCDC No. C-620 (2002 edition)

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

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5				Application Number: 5		Application Date: 31-May-18	
		A		B	C	D	E	F	G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	Balance to Finish (F)
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	1	\$ 4,675.87		\$ 0.00	\$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84		\$ 0.00	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37		\$ 0.00	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23		\$ 0.00	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44		\$ 0.00	\$ -
19	SEWER SERVICE ITEMS	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76		\$ 0.00	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25		\$ 0.00	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36		\$ 0.00	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04		\$ 0.00	\$ (8,520.81)
23	MISCELLANEOUS CONSTRUCTION ITEMS	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11		\$ 0.00	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07		\$ 0.00	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,332	\$ 37,951.48		\$ 0.00	\$ 54,193.62
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	-	\$ -		\$ 0.00	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50		\$ 0.00	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12		\$ 0.00	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	\$ -		\$ 0.00	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88		\$ 0.00	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	\$ -		\$ 0.00	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80		\$ 0.00	\$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -		\$ 0.00	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -		\$ 0.00	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 3,896.56		\$ 0.00	\$ 3,896.56
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90		\$ 0.00	\$ -
TOTALS				\$ 1,047,267.00		\$ 545,424.74		\$ 545,424.74	\$ 501,842.27

ELCDC No. C-620 (2002 Edition)

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

Contractor's Application

Page 5 of 9

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	4' 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0-6')					423						423
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151						151
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96						96
5	8" SDR 26 PVC SEWER PIPE (10'-12')	109158.32										0
6												0
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')					3						0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					1						3
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
13	SEWER SERVICE ITEMS											0
14	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144						144
15	8" X 8" X 6" PVC TEE					2						2
16	6" PVC CLEANOUT					3						3
17	LIFT STATION ITEMS											0
18	LIFT STATION INCL. CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25						0.25
19	MISCELLANEOUS CONSTRUCTION ITEMS											0
20	ABANDONMENT OF SEPTIC TANKS											0
21	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
22	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
23	CRUSHED AGGREGATE (SIZE #25)					12.08						12.08

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, ST. 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (FALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5						0.5
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
MANHOLE ITEMS												
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1								1

Monthly Totals

		DESCRIPTION									
	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	2	1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1								1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3						8
19	SEWER SERVICE ITEMS										0
20	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260						846
21	8" X 8" X 6" PVC TEE	1	16	10	5						15
22	SERVICE CONNECTION (INSERT A TEE)	1	13	11	7						32
23	MISCELLANEOUS CONSTRUCTION ITEMS										0
24	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL	111.39	538.72	451.21	292						1333.32
25	CHUSHED AGGREGATE (SIZE #25)		716	1762	854						3332
26	HOT MIX ASPHALT, 5T, 9.5MM										0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08						26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200						288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS										0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80						168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS										0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120						120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0								0
34	GRASSING										0
35	EROSION CONTROL										0.5
36	MOBILIZATION	0.5									1

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

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

REQUISITION NO.: 24

DATE OF REQUISITION: 8/7/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
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1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	2,975.00	20357	CIPP Project Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #11256
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	8,002.50	20359	Sewer Improvements Ph V Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW Project# 1273-S005
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	8,738.12	20348	Sewer Improvements Phase X - Quinn St. Area Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #1273-S011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	13,492.50	20361	Water Ph II - Palmers Crossing Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #1273-W007

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	4,950.00	20347	Sewer Improvements Ph VIII - Camp St. Area MB 2011-4/89-110 Period: 05/26/18-06/22/18 SDW #1273-S010
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	11,900.00	20349	Water Plant #1 Rehabilitation Period: 05/26/18-06/22/18 MB 2017-81 SDW #1273-W015
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	525.00	20360	Sewer Improvements Ph XII Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S012
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	420.00	20362	Water Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-W013
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	2,275.00	20371	Sewer Improvements Phase IX - Buschman & 2nd Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S014
10	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	189,291.09	Pay Est 6	Water Improvements Ph II Period: 05/26/18 - 06/25/18 MB: 2017-340
11	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	139,913.09	Pay Est 5	Sewer Improvements Ph V Period: 05/26/18 - 06/25/18 MB: 2017-403
			382,482.30		

paid in error
previously paid on Reg. # 22

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

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

REQUISITION NO.: 22

DATE OF REQUISITION: 6/19/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment	OR Number	Date Posted
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1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	94,833.03	Pay Est 5	Water Improvements Ph II Period: 04/28/18 - 5/25/18 MB: 2017-340	OR 207385	7/26/2018
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.62	12,349.79	Pay Est 5	Water Improvements Ph V Period: 03/26/18 - 05/25/18 MB: 2017-341 & 334	OR 207386	7/26/2018
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	139,913.09	Pay Est 5	Sewer Improvements Ph V Period: 04/28/18 - 5/25/18 MB: 2017-403	OR 207387	7/26/2018

4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	7,070.00	20281	CIPP Project Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #11256	OR 207411	7/26/2018
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	14,965.00	20278	Sewer Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW Project# 1273-S005	OR 207390	7/26/2018
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	1,837.50	20277	Sewer Improvements Ph XII Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S012	OR 207392	7/26/2018
7	Shows, Dearman, & Waits, Inc. 301 Second Ave	093695.7245.51	13,615.00	20276	Water Ph II - Palmers Crossing Period: 04/29/18-05/26/18	OR 207405	7/26/2018

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment	OR Number	Date Posted
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	1,677.50	20275	Water Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW # 1273-W013	OR 207406	7/26/2018
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	21,010.00	20267	Sewer Improvements Phase IX - Buschman & 2nd Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S014	OR 207407	7/26/2018
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	1,462.50	20255	Sewer Improvements Ph VIII - Camp St. Area Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S010	OR 207408	7/26/2018
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	4,425.00	20254	Water Plant #1 Rehabilitation Period: 04/29/18-05/26/18 MB 2017-81 SDW #1273-W015	OR 207409	7/26/2018
12	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	3,426.79	996	Sewer Improvements Ph V Period: 4/02/18 - 05/31/18 MB 2017-27 SDW Project# 1273-S005	OR 207410	7/26/2018
			316,585.20				



Engineering Progress

July 25, 2018

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 6 for the above referenced project in the amount of \$160,435.16.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

RECEIVED
7/30/18

Contractor's Application For Payment No. 6

Application Period:	Beginning: 5/26/2018	Ending: 6/25/2018	Application Date:	5-Jul-18
To (Owner):	CITY OF HATTIESBURG			
From (Contractor):	C.B. DEVELOPERS, INC.			
Contract:	SHOWS, DEARMAN & WAITS, INC.			
Project:	COMPREHENSIVE SEWER PHASE 5			
Owner's Contract No.:	Contractor's Project No.:			
	Engineer's Project No.:			

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

CONTRACTOR'S CERTIFICATION

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

By: _____
Date: 7/24/2018

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

By: _____ Date: 7/24/2018

EJCDC No. C-620 (2002 Edition)

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

Page 1 of 9

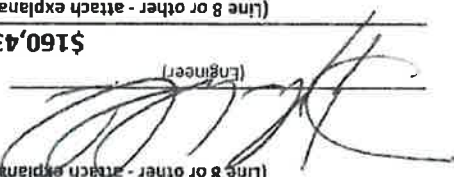
1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	744,277.36
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	37,213.87
b. 5.0% x Stored Material	\$	
c. Total Retainage (line 5a + line 5b)	\$	37,213.87
6. AMOUNT ELIGIBLE TO DATE (line 4 - line 5c)	\$	707,063.49
7. LESS PREVIOUS PAYMENTS (line 6 from prior Application)	\$	546,628.33
8. AMOUNT DUE THIS APPLICATION	\$	160,435.16
9. BALANCE TO FINISH, PLUS RETAINAGE		
		(Column G on Progress Estimate + Line 5 above)
	\$	370,177.01

Payment of:

Is recommended by:

Is approved by:

Is approved by:



(Engineer)

Payment of:

Is recommended by:

Is approved by:

Is approved by:

(Line 8 or other - attach explanation of other amount)

\$160,435.16

(Date) **7-27-18**

(Line 8 or other - attach explanation of other amount)

\$160,435.16

(Date)

(Funding Agency, if applicable)

(Owner)

(Owner)

(Date)

(Date)

Progress Estimate

Factor's Application

Application Period:		5/26/2018 TO 6/25/2018		Application Number: 43286		5-Jul-18	
	A		Bid Quantity	Unit Price	Bid Value		C
Pay Item	Item Description					Estimated Quantity Installed	D
1	SITE 1-DOGWOOD DRIVE	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	745	\$ 5,840.80
2		8" SDR 26 PVC SEWER PIPE (0-6')	1098.0	\$ 24.16	\$ 26,527.68	966	\$ 23,338.56
3		8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$ 26.56	\$ 15,962.56	335	\$ 8,897.60
4		8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$ 38.55	\$ 4,741.65	146	\$ 5,628.30
5		8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$ 43.34	\$ 4,377.34	48	\$ 2,080.32
6		8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$ 48.14	\$ 6,498.90	55	\$ 2,647.70
7		AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PIPING)	1.0	\$ 4,189.24	\$ 4,189.24	-	\$ -
8		MANHOLE ITEMS	3.0	\$ 2,689.82	\$ 8,069.46	1	\$ 2,689.82
9		48" PRECAST CONCRETE SEWER MANHOLE (0-6')	8.0	\$ 3,176.78	\$ 25,414.24	5	\$ 15,883.90
10		48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	1.0	\$ 3,658.87	\$ 3,658.87	1	\$ 3,658.87
11		48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -
12		48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 4,382.73	\$ 4,382.73	1	\$ 4,382.73
13		SEWER SERVICE ITEMS	942.0	\$ 10.60	\$ 9,985.20	513	\$ 5,437.80
14		8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	6	\$ 1,942.50
15		6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	7	\$ 2,518.18
16		LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0	\$ 207,236.80	\$ 207,236.80	1	\$ 155,427.60
17		ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	-	\$ -
18		DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	\$ -
19		WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	4.0	\$ 599.95	\$ 2,399.80	-	\$ -
20		CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	12	\$ 543.12
TOTALS					\$ 373,583.66		\$ 240,917.80
					\$		\$

EICDC No. C-620 (2002 Edition)

7/24/2018

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

Contractor's Application

ICCSDC No. C-620 (2002 edition)
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5				Application Number: 43286	
Application Period:		5/26/2018		TO		6/25/2018	
		Application Date:		5-Jul-18			
	A		B	C	D	E	F
			Bid Value	Estimated Quantity	Value	Materials Stored	Total Completed and Stored to Date (D + E)
Pay Item	Item Description	Bid Quantity	Unit Price	Quantity	(not in C)	%	Balance to Finish
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	1	\$ 4,675.87	100%	\$ 4,615.92
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	2	\$ 9,231.84	67%	\$ 4,991.79
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 9,983.58	3	\$ 14,975.37	150%	\$ 1,738.46
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	1	\$ 869.23	33%	\$ 1,989.44
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	8	\$ 11,989.44	100%	\$ 0
19	SEWER SERVICE ITEMS	270.0	\$ 10.56	846	\$ 8,933.76	313%	\$ 6,082.56
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	15	\$ 4,856.25	500%	\$ 13,885.00
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	17	\$ 9,946.36	283%	\$ 6,435.88
22	6" PVC CLEANOUT	9.0	\$ 370.47	32	\$ 11,855.04	356%	\$ 8,520.81
23	MISCELLANEOUS CONSTRUCTION ITEMS	8.0	\$ 669.01	11	\$ 7,359.11	138%	\$ 2,007.03
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	1,333.32	\$ 59,946.07	96%	\$ 7,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	3,332	\$ 37,951.48	41%	\$ 54,193.62
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85		\$ 88,960.50	0%	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	26	\$ 1,563.50	104%	\$ 64.75
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	288	\$ 3,453.12	160%	\$ 1,294.92
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 949.68		\$ 0	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	168	\$ 7,250.88	263%	\$ 4,488.64
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75		\$ 0	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74		\$ 0	250%	\$ 5,093.28
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10		\$ 0	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56		\$ 0	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	1	\$ 7,793.11	100%	\$ 0
36	MOBILIZATION	1.0	\$ 41,962.90	1.00	\$ 41,962.90	100%	\$ 0
TOTALS			\$ 1,047,267.00		\$ 714,303.86		\$ 332,963.14

ESDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER PHASE 5									
Application Period:	5/26/2018 TO 6/25/2018									
	Application Number: 43286									
	Application Date: 5-Jul-18									
Pay Item	A	Bid Quantity	Unit Price	Bid Value	Estimated Quantity	Value	Materials Stored	Total Completed and Stored to Date (D + E)	%	Balance to Finish (B - G)
							(not in C)		(F)	
37	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 29,973.50	\$ 29,973.50	\$ 29,973.50	100%	\$ 332,963.14
	Subtotal from Previous Page			\$ 1,047,267.00		\$ 714,303.86	\$ 714,303.86	\$ 714,303.86		\$ 332,963.14
	TOTALS			\$ 1,077,240.50		\$ 744,277.36	\$ 744,277.36	\$ 744,277.36		\$ 332,963.14

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745					0
2	8" SDR 26 PVC SEWER PIPE (0-6')					423	543					966
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184					335
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50					146
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')					3	1					0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')						2					1
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
13	SEWER SERVICE ITEMS											0
14	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369					513
15	8" X 8" X 6" PVC TEE					2	4					6
16	6" PVC CLEANOUT					3	4					7
17	LIFT STATION ITEMS											0
18	LIFT STATION INCL. CLEANING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WFT WELL, PUMPS, ELECTRICAL, DISCONNECT, VALV					0.25	0.5					0.75
19	MISCELLANEOUS CONSTRUCTION ITEMS											0
20	ABANDONMENT OF SEPTIC TANKS											0
21	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
22	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
23	CRUSHED AGGREGATE (SIZE #25)					12.08						12.08

Monthly Totals

[illegible]

Monthly Totals

		DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
24		48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	2	2	1								1
15		60" PRECAST CONCRETE SEWER MANHOLE (6'-8')											
16		60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1	1									3
17		DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18		DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5			3						8
19		SEWER SERVICE ITEMS											0
20		6" SDR 36 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
21		8" X 8" X 6" PVC TEE	1	16	10	5							15
22		6" PVC CLEANOUT	1	13	11	7							32
23		MISCELLANEOUS CONSTRUCTION ITEMS			8								0
24		WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE)	111.39	538.72	451.21	232							1333.32
25		SELECT FILL MATERIAL (CLASS 9, GROUP C), 1VM		716	1762	854							3332
26		HOT MIX ASPHALT, 5T, 9.5MM											0
27		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28		REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29		12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30		18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31		21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32		24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33		CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34		GRASSING											0
35		EROSION CONTROL											1
36		MOBILIZATION	0.5					0.5					1

Monthly Totals

[illegible]

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:

Title:

Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **2nd** day of **October, 2018**, the following Resolution:

RESOLUTION 2018-151

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. **28** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 28 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **28** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$346,153.58** 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. **28** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Forty-Six Thousand One Hundred Fifty-Three and 58/100 dollars (\$346,153.58)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **28** in the total aggregate amount of **Three Hundred Forty-Six Thousand One Hundred Fifty-Three and 58/100 dollars (\$346,153.58)** 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 foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Member Brown and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this
the 2nd day of **October, 2018**.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the
Mayor, this 2nd day of **October, 2018**.

ATTEST:


CITY CLERK

APPROVED:

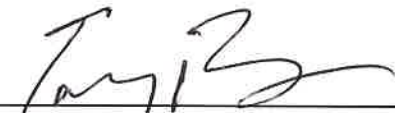

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 27

DATE OF REQUISITION: 10/2/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	196,554.01	Pay Est 8	Sewer Improvements Ph V Period: 07/26/18 - 08/25/18 MB: 2017-403
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	129,077.50	Pay Est 8	Water Improvements Ph II Period: 07/26/18 - 08/25/18 MB: 2017-340
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54 (See notes on invoice)	(139,913.09)	Pay Est 5	Sewer Improvements Ph V Period: 04/28/18 - 05/25/18 MB: 2017-403
4	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	160,435.16	Pay Est 6	Sewer Improvements Ph V Period: 05/26/18 - 06/25/18 MB: 2017-403

346,153.58



Engineering Progress

September 24, 2018

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 8 for the above referenced project in the amount of \$196,554.01.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "K.D. Wallace", is written over the typed name.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

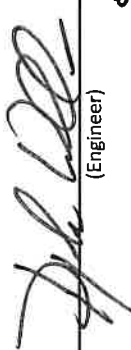
093695.7220.54
MB 2017-403

Contractor's Application For Payment No. 8

Application Period:		Application Date:	
Beginning: 7/26/2018 Ending: 8/25/2018		31-Aug-18	
To (Owner):	From (Contractor):	Via (Engineer):	
CITY OF HATTIESBURG	C.B. DEVELOPERS, INC.	SHOWS, DEARMAN & WAITS, INC.	
Project:	Contract:		
COMPREHENSIVE SEWER PHASE 5			
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	990,980.34
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	49,549.02
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	49,549.02
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	941,431.32
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	744,877.31
8. AMOUNT DUE THIS APPLICATION	\$	196,554.01
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	135,809.18

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

CONTRACTOR'S CERTIFICATION	
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: 	Date: 8/31/2018
Payment of: \$196,554.01 (Line 8 or other - attach explanation of other amount)	
Is recommended by: 	(Date) 9-20-18
Payment of: \$196,554.01 (Line 8 or other - attach explanation of other amount)	
Is approved by: _____	(Date) _____
Is approved by: _____	(Date) _____
Is approved by: _____	(Date) _____
(Funding Agency, if applicable)	

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number:		8			
Application Period:		7/26/2018 TO 8/25/2018		Application Date:				31-Aug-18		
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish - F)
SITE 1-DOGWOOD DRIVE										
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	982	\$ 7,698.88	\$0.00	\$ 7,698.88	98%	\$ 141.12
2	8" SDR 26 PVC SEWER PIPE (0-6')	1098.0	\$ 24.16	\$ 26,527.68	966	\$ 23,338.56	\$0.00	\$ 23,338.56	88%	\$ 3,189.12
3	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$ 26.56	\$ 15,962.56	707	\$ 18,777.92	\$0.00	\$ 18,777.92	118%	\$ (2,815.36)
4	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$ 38.55	\$ 4,741.65	146	\$ 5,628.30	\$0.00	\$ 5,628.30	119%	\$ (886.65)
5	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$ 43.34	\$ 4,377.34	48	\$ 2,080.32	\$0.00	\$ 2,080.32	48%	\$ 2,297.02
6	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$ 48.14	\$ 6,498.90	55	\$ 2,647.70	\$0.00	\$ 2,647.70	41%	\$ 3,851.20
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST MANHOLE ITEMS)	1.0	\$ 4,189.24	\$ 4,189.24	1	\$ 4,189.24	\$0.00	\$ 4,189.24	100%	\$ -
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')	3.0	\$ 2,689.82	\$ 8,069.46	1	\$ 2,689.82	\$0.00	\$ 2,689.82	33%	\$ 5,379.64
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0	\$ 3,176.78	\$ 25,414.24	5	\$ 15,883.90	\$0.00	\$ 15,883.90	63%	\$ 9,530.34
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0	\$ 3,658.87	\$ 3,658.87	1	\$ 3,658.87	\$0.00	\$ 3,658.87	100%	\$ -
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 4,382.73	\$ 4,382.73	1	\$ 4,382.73	\$0.00	\$ 4,382.73	100%	\$ -
SEWER SERVICE ITEMS										
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$ 10.60	\$ 9,985.20	795	\$ 8,427.00	\$0.00	\$ 8,427.00	84%	\$ 1,558.20
14	8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	8	\$ 2,590.00	\$0.00	\$ 2,590.00	100%	\$ -
15	6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	10	\$ 3,597.40	\$0.00	\$ 3,597.40	125%	\$ (719.48)
LIFT STATION ITEMS										
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIALS, MISCELLANEOUS CONSTRUCTION ITEMS	1.0	\$ 207,236.80	\$ 207,236.80	1	\$ 196,874.96	\$0.00	\$ 196,874.96	95%	\$ 10,361.84
17	ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	-	\$ -	\$0.00	\$ -	0%	\$ 2,517.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	\$ -	\$0.00	\$ -	0%	\$ 2,607.69
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, AND VALVES)	4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	874	\$ 39,303.13	\$0.00	\$ 39,303.13	143%	\$ (11,787.61)
TOTALS				\$ 375,583.66		\$ 341,768.73	\$0.00	\$ 341,768.73		\$ 31,814.93

Progress Estimate

Contractor's Application

For (contract):				Application Number: 8						
Application Period: 7/26/2018 TO 8/25/2018				Application Date: 31-Aug-18						
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish - F)
	Subtotal from Previous Page			\$ 373,583.66		\$ 341,768.73	\$0.00	\$ 341,768.73		\$ 31,814.93
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	56	\$ 604.24	\$0.00	\$ 604.24	2%	\$ 26,316.81
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	89	\$ 14,935.29	\$0.00	\$ 14,935.29	43%	\$ 19,977.51
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	\$ -	\$0.00	\$ -	0%	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	72	\$ 863.28	\$0.00	\$ 863.28	450%	\$ (671.44)
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ -	0%	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	\$ -	\$0.00	\$ -	0%	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -	0%	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	1	\$ 3,297.09	\$0.00	\$ 3,297.09	50%	\$ 3,297.09
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	1	\$ 44,960.26	\$0.00	\$ 44,960.26	100%	\$ -
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 29,973.50	\$0.00	\$ 29,973.50	100%	\$ -
1	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
8"	SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	100%	\$ -
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	50%	\$ 6,403.80
	MANHOLE ITEMS									
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	100%	\$ -
TOTALS				\$ 675,770.24		\$ 585,344.62	\$0.00	\$ 585,344.62		\$ 90,425.62

EJCDC No. C-620 (2002 Edition)

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

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number: 8					
Application Period:		7/26/2018 TO 8/25/2018			Application Date: 31-Aug-18					
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish - F)
	Subtotal from Previous Page			\$ 675,770.24		\$ 585,344.62	\$0.00	\$ 585,344.62		\$ 90,425.62
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	1	\$ 4,675.87	\$0.00	\$ 4,675.87	100%	\$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$0.00	\$ 9,231.84	67%	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$0.00	\$ 14,975.37	150%	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$0.00	\$ 869.23	33%	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$0.00	\$ 11,989.44	100%	\$ -
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$0.00	\$ 8,933.76	313%	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$0.00	\$ 4,856.25	500%	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$0.00	\$ 9,946.36	283%	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$0.00	\$ 11,855.04	356%	\$ (8,520.81)
	MISCELLANOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$0.00	\$ 7,359.11	138%	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$0.00	\$ 59,946.07	96%	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,396	\$ 38,681.01	\$0.00	\$ 38,681.01	42%	\$ 53,464.09
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	726	\$ 121,830.57	\$0.00	\$ 121,830.57	137%	\$ (32,870.07)
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$0.00	\$ 1,563.50	104%	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$0.00	\$ 3,453.12	160%	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	\$ -	\$0.00	\$ -	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$0.00	\$ 7,250.88	263%	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	\$ -	\$0.00	\$ -	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$0.00	\$ 8,488.80	250%	\$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -	\$0.00	\$ -	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 7,793.11	\$0.00	\$ 7,793.11	100%	\$ -
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$0.00	\$ 41,962.90	100%	\$ -
	TOTALS		\$	1,047,267.00		\$ 961,006.84	\$0.00	\$ 961,006.84		\$ 86,260.16

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5				Application Number: 8				
Application Period:		7/26/2018 TO 8/25/2018		Application Date: 31-Aug-18						
Pay Item	A	B	C	D	E	F	G			
	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish - F)
37	Subtotal from Previous Page			\$ 1,047,267.00	1	\$ 961,006.84	\$0.00	\$ 961,006.84	100%	\$ 86,260.16
0	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	-	\$ 29,973.50	\$0.00	\$ 29,973.50	#DIV/0!	\$ -
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Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745	237				982
2	8" SDR 26 PVC SEWER PIPE (0'-6')					423	543					966
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184	372				707
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50					146
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)							1				1
6	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')						1					1
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2					5
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282				795
14	8" X 8" X 6" PVC TEE					2	4	2				8
15	6" PVC CLEANOUT					3	4	3				10
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE					0.25	0.5		0.2			0.95
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)					12.08		77.75	784.35			874.18

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56		88.98				56
22	HOT MIX ASPHALT, 5T, 9.5MM											88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			72
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL						0.5					0.5
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25		0.25			1
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											1
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							0
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							448
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								865
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								115
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							145
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							102
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								327
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									268
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									647
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									315
11	24" STEEL CASING (BORED)		30									266
	MANHOLE ITEMS											30
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1	4							0
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											4
												1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16")			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8")		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12")	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADD		3	8								11
24	CRUSHED AGGREGATE (SIZE 825)	111.39	538.72	451.21	232			64.05				1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854				725.83			3396.05
26	HOT MIX ASPHALT, 5T, 9.5MM											725.83
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL						0.5					1
36	MOBILIZATION	0.5	0.5		0.5							1



Engineering Progress

September 19, 2018

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Ph II -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 8 for the above referenced project in the amount of \$129,077.50.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Wallace', written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

For (contract):		Comprehensive Water Improvements Phase II			Application Number: 8		31-Aug-18				
Application Period:		7/26/2018 TO 8/25/2018		Application Date:							
		A		B		C	D	E	F		G
Pay Item		Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish - F)
WATER PIPE ITEMS											
1		4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260.0	\$ 25.44	\$ 6,614.40	409	\$ 10,404.96	\$ -	\$ 10,404.96	157%	\$ (3,790.56)
2		6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280.0	\$ 23.74	\$ 6,647.20	244	\$ 5,792.56	\$ 371.88	\$ 6,164.44	93%	\$ 482.76
3		8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590.0	\$ 23.72	\$ 13,994.80	1,845	\$ 43,763.40	-	\$ 43,763.40	313%	\$ (29,768.60)
4		12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27000.0	\$ 31.08	\$ 839,160.00	25,119	\$ 780,698.52	\$ 41,513.67	\$ 822,212.19	98%	\$ 16,947.81
5		12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	1090.0	\$ 66.98	\$ 73,008.20	1,027	\$ 68,788.46	-	\$ 68,788.46	94%	\$ 4,219.74
6		16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	780.0	\$ 111.27	\$ 86,790.60	480	\$ 53,409.60	\$ 17,487.00	\$ 70,896.60	82%	\$ 15,894.00
7		16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	460.0	\$ 133.85	\$ 61,571.00	1,157	\$ 154,864.45	-	\$ 154,864.45	252%	\$ (93,293.45)
CASING ITEMS											
8		18" STEEL CASING, 0.25" WT (OPEN CUT)	20.0	\$ 112.00	\$ 2,240.00	40	\$ 4,480.00	\$ -	\$ 4,480.00	200%	\$ (2,240.00)
9		14" STEEL CASING, 0.25" WT (BORED)	40.0	\$ 94.99	\$ 3,799.60	-	\$ -	\$ 955.60	\$ 955.60	25%	\$ 2,844.00
10		18" STEEL CASING, 0.25" WT (BORED)	610.0	\$ 112.44	\$ 68,588.40	690	\$ 77,583.60	\$ -	\$ 77,583.60	113%	\$ (8,995.20)
11		20" STEEL CASING, 0.375" WT (BORED-RAILROAD)	740.0	\$ 295.72	\$ 218,832.80	440	\$ 130,116.80	\$ -	\$ 130,116.80	59%	\$ 88,716.00
CONNECTION ITEMS											
12		CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION)	2.0	\$ 1,509.99	\$ 3,019.98	2	\$ 3,019.98	\$ -	\$ 3,019.98	100%	\$ -
13		CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ CONNECTION)	3.0	\$ 6,603.33	\$ 19,809.99	2	\$ 13,206.66	\$ 2,893.20	\$ 16,099.86	81%	\$ 3,710.13
14		CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER CONNECTION)	5.0	\$ 1,741.31	\$ 8,706.55	5	\$ 8,706.55	\$ -	\$ 8,706.55	100%	\$ -
15		CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER CONNECTION)	1.0	\$ 2,191.77	\$ 2,191.77	1	\$ 2,191.77	\$ -	\$ 2,191.77	100%	\$ -
16		CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER CONNECTION)	2.0	\$ 1,723.93	\$ 3,447.86	2	\$ 3,447.86	\$ -	\$ 3,447.86	100%	\$ -
17		CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING	1.0	\$ 3,061.78	\$ 3,061.78	1	\$ 3,061.78	\$ -	\$ 3,061.78	100%	\$ -
18		CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING	2.0	\$ 2,263.80	\$ 4,527.60	2	\$ 4,527.60	\$ -	\$ 4,527.60	100%	\$ -
19		CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER CONNECTION)	10.0	\$ 1,878.23	\$ 18,782.30	10	\$ 18,782.30	\$ -	\$ 18,782.30	100%	\$ -
20		CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER CONNECTION)	1.0	\$ 2,813.19	\$ 2,813.19	1	\$ 2,813.19	\$ -	\$ 2,813.19	100%	\$ -
21		CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER CONNECTION)	1.0	\$ 3,093.80	\$ 3,093.80	1	\$ 3,093.80	\$ -	\$ 3,093.80	100%	\$ -
22		CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER CONNECTION)	12.0	\$ 2,025.74	\$ 24,308.88	12	\$ 24,308.88	\$ -	\$ 24,308.88	100%	\$ -
		TOTALS		\$	\$ 1,475,010.70		\$ 1,417,062.72	\$ 63,221.35	\$ 1,480,284.07		\$ (5,273.37)

Comprehensive Water Improvements Phase II				8						
For (contract):		Application Number:		31-Aug-18						
Application Period:		Application Date:								
7/26/2018 TO 8/25/2018										
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish - F)
	Subtotal from Previous Page			\$ 1,475,010.70		\$ 1,417,062.72	\$63,221.35	\$ 1,480,284.07		\$ (5,273.37)
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	1.0	\$ 3,660.35	\$ 3,660.35	1	\$ 3,660.35	\$ -	\$ 3,660.35	100%	\$ -
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	1.0	\$ 1,702.56	\$ 1,702.56	1	\$ 1,702.56	\$ -	\$ 1,702.56	100%	\$ -
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OT	1.0	\$ 2,657.87	\$ 2,657.87	1	\$ 2,657.87	\$ -	\$ 2,657.87	100%	\$ -
	VALVE ITEMS									
26	4" GATE VALVE	9.0	\$ 684.95	\$ 6,164.55	12	\$ 8,219.40	\$ -	\$ 8,219.40	133%	\$ (2,054.85)
27	6" GATE VALVE	14.0	\$ 840.19	\$ 11,762.66	15	\$ 12,602.85	\$ -	\$ 12,602.85	107%	\$ (840.19)
28	8" GATE VALVE	4.0	\$ 1,154.21	\$ 4,616.84	11	\$ 12,696.31	\$ -	\$ 12,696.31	275%	\$ (8,079.47)
29	12" GATE VALVE	66.0	\$ 2,036.87	\$ 134,433.42	52	\$ 105,917.24	\$ 21,425.46	\$ 127,342.70	95%	\$ 7,090.72
	FIRE PROTECTION ITEMS									
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	42.0	\$ 3,708.92	\$ 155,774.64	37	\$ 137,230.04	\$ 13,225.05	\$ 150,455.09	97%	\$ 5,319.55
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALV	1.0	\$ 4,146.85	\$ 4,146.85	-	\$ -	\$ -	\$ -		\$ 4,146.85
	SERVICE ITEMS									
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	99.0	\$ 445.19	\$ 44,073.81	103	\$ 45,854.57	\$ -	\$ 45,854.57	104%	\$ (1,780.76)
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	17.0	\$ 1,085.64	\$ 18,455.88	8	\$ 8,685.12	\$ 4,894.92	\$ 13,580.04	74%	\$ 4,875.84
34	SERVICE TUBING (BORED) (ALL SIZES)	1585.0	\$ 4.13	\$ 6,546.05	2,804	\$ 11,580.52	\$ -	\$ 11,580.52	177%	\$ (5,034.47)
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ET	15.0	\$ 550.23	\$ 8,253.45	-	\$ -	\$ -	\$ -		\$ 8,253.45
	REMOVAL ITEMS									
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES	24.0	\$ 409.36	\$ 9,824.64	7	\$ 2,865.52	\$ -	\$ 2,865.52	29%	\$ 6,959.12
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE	760.0	\$ 7.75	\$ 5,890.00	-	\$ -	\$ -	\$ -		\$ 5,890.00
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL	1.0	\$ 4,678.36	\$ 4,678.36	-	\$ -	\$ -	\$ -		\$ 4,678.36
	MISCELLANEOUS CONSTRUCTION ITEMS									
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL	35.0	\$ 21.05	\$ 736.75	746	\$ 15,703.30	\$ -	\$ 15,703.30	2131%	\$ (14,966.55)
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	460.0	\$ 181.29	\$ 83,393.40	165	\$ 29,863.90	\$ -	\$ 29,863.90	36%	\$ 53,529.50
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	338.0	\$ 116.96	\$ 39,532.48	125	\$ 14,648.07	\$ -	\$ 14,648.07	37%	\$ 24,884.41
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN K	25.0	\$ 58.48	\$ 1,462.00	-	\$ -	\$ -	\$ -		\$ 1,462.00
	TOTALS			\$ 2,022,777.26		\$ 1,830,950.34	\$102,766.78	\$ 1,933,717.12		\$ 89,060.14

Monthly Totals

	DESCRIPTION										1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed										Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER PIPE ITEMS																				
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)										4	2		40	4	54	216	89			409
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)										6	20		6	12	8	50	142			244
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)										60	1260			320	60		145			1845
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)										4560	5380	2980	5646	4479	1687	332	55			25119
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)										20		140	380	20	467					1027
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)											80	-80				260	220			480
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)												177	360		620					1157
	CASING ITEMS																				
8	18" STEEL CASING, 0.25" WT (OPEN CUT)											40									40
9	14" STEEL CASING, 0.25" WT (BORED)																				
10	18" STEEL CASING, 0.25" WT (BORED)												80	245		265	100				690
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)																240	200			440
	CONNECTION ITEMS																				
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTING)													1	1			1			2
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & CLOSURE)													1							2
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)													2		1		2			5
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)														1						1
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)																	2			2
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)														1						1
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTING)												1		2		3	-4			2
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)											1					1	8			10
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)																1				1
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)										3	1	1			1	8	-1			1
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)																				12

Monthly Totals

	DESCRIPTION										1	2	3	4	5	6	7	8	9	10	TOTAL
											Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTINGS)										1										1
24	CONNECTION: PROPOSED 8" TO EXISTING 8" (TEE & OTHER FITTINGS)											1									- 1
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)										2							-1			1
	VALVE ITEMS																				
26	4" GATE VALVE										3	4	2		1	2					12
27	6" GATE VALVE											1	1	5	7			1			15
28	8" GATE VALVE										6	6		1	2			2			11
29	12" GATE VALVE										4	6	4	12	17	5	3	1			52
	FIRE PROTECTION ITEMS																				
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAP)										5	5	4	7	9	5	1	1			37
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECT)																				
	SERVICE ITEMS																				
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING)																				
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING)										3			2	23	75					103
34	SERVICE TUBING (BORED) (ALL SIZES)													1	4		50				8
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)										3				743	2011					2804
	REMOVAL ITEMS																				
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES															1	4	2			7
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL																				
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)																				
	MISCELLANEOUS CONSTRUCTION ITEMS																				
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR																				746
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)										32	14	9.14	154	42			504			164.73
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)												24.46	5.59				150			125.24
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)													48.78				52			

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
43	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	24.26	7.72	15.67	123.91	67.67						239.23
44	TEMPORARY EROSION CONTROL											
45	GRASSING		0.5				0.25					0.75
46	MAINTENANCE OF TRAFFIC					0.5						1
47	MOBILIZATION		0.5									

Stored Material Summary

Contractor's Application

Comprehensive Water Improvements Phase II										Application Number: 8	
Application Period: 7/26/2018 TO 8/25/2018										Application Date: 31-Aug-18	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
			-	\$ -		\$ -		\$ -			
1	\$ 15.66	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260	\$ 4,071.60		\$ -	409	\$ 6,404.94	\$ -		
2	\$ 10.33	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280	\$ 2,892.40		\$ -	244	\$ 2,520.52	\$ 371.88		
3	\$ 13.00	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590	\$ 7,670.00		\$ -	1,845	\$ 23,985.00	\$ -		
4	\$ 22.07	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27,000	\$ 595,890.00		\$ -	25,119	\$ 554,376.33	\$ 41,513.67		
5	\$ 21.27	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	390	\$ 8,295.30		\$ -	1,027	\$ 21,844.29	\$ -		
6	\$ 58.29	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	-	\$ -	780	\$ 45,466.20	480	\$ 27,979.20	\$ 17,487.00		
7	\$ 58.29	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	-	\$ -	460	\$ 26,813.40	1,157	\$ 67,441.53	\$ -		
		CASING ITEMS	-	\$ -		\$ -		\$ -	\$ -		
8	\$ 27.44	18" STEEL CASING, 0.25" WT (OPEN CUT)	-	\$ -	20	\$ 548.80	40	\$ 1,097.60	\$ -		
9	\$ 23.89	14" STEEL CASING, 0.25" WT (BORED)	-	\$ -	40	\$ 955.60		\$ -	\$ -		
10	\$ 36.66	18" STEEL CASING, 0.25" WT (BORED)	-	\$ -	610	\$ 22,362.60	690	\$ 25,295.40	\$ -		
11		20" STEEL CASING, 0.375"WT (BORED-RAILROAD)	-	\$ -		\$ -	440	\$ -	\$ -		
		CONNECTION ITEMS	-	\$ -		\$ -		\$ -	\$ -		
12	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTINGS)	-	\$ -	2	\$ 517.44	2	\$ 517.44	\$ -		
13	\$ 2,893.20	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTING)	-	\$ -	3	\$ 8,679.60	2	\$ 5,786.40	\$ 2,893.20		
14	\$ 813.82	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 4,069.10	5	\$ 4,069.10	\$ -		
15	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	1	\$ 684.46	\$ -		
16	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	2	\$ 1,368.92	\$ -		
17	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	1	\$ 684.46	\$ -		
18	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)	-	\$ -		\$ -	2	\$ 1,368.92	\$ -		
19	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	10	\$ 2,587.20	10	\$ 2,587.20	\$ -		
20	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 258.72	1	\$ 258.72	\$ -		
21		CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -		
22	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	-	\$ -	12	\$ 3,104.64	12	\$ 3,104.64	\$ -		
TOTALS				\$ 618,819.30		\$ 117,416.68		\$ 751,375.07	\$ 63,221.35		
6/5/2018											

EJCDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

Comprehensive Water Improvements Phase II										Application Number: 8	
Application Period: 7/26/2018 TO 8/25/2018										Application Date: 31-Aug-18	
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
		Subtotal From Previous Page		618819.3		117416.68		751375.07	63221.35		
23		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -		
24		CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -		
25		CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -		
		VALVE ITEMS	-	\$ -		\$ -		\$ -	\$ -		
26	\$ 499.88	4" GATE VALVE	-	\$ -		\$ 4,498.92	12	\$ 5,998.56	\$ -		
27	\$ 602.61	6" GATE VALVE	-	\$ -		\$ 8,436.54	15	\$ 9,039.15	\$ -		
28	\$ 135.08	8" GATE VALVE	-	\$ -		\$ 540.32	11	\$ 1,485.88	\$ -		
29	\$ 1,530.39	12" GATE VALVE	-	\$ -		\$ 101,005.74	52	\$ 79,580.28	\$ 21,425.46		
		FIRE PROTECTION ITEMS	-	\$ -		\$ -		\$ -	\$ -		
30	\$ 2,645.01	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & COUPLER)	-	\$ -		\$ 111,090.42	42	\$ 97,865.37	\$ 13,225.05		
31		6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECTION OF EXISTING SERVICE ITEMS)	-	\$ -		\$ -		\$ -	\$ -		
32	\$ 140.88	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, COUPLER)	-	\$ -		\$ 13,947.12	99	\$ 14,510.64	\$ -		
33	\$ 543.88	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, COUPLER)	-	\$ -		\$ 9,245.96	17	\$ 4,351.04	\$ 4,894.92		
34		SERVICE TUBING (BORED) (ALL SIZES)	-	\$ -		\$ -	2,804	\$ -	\$ -		
35		RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)	-	\$ -		\$ -		\$ -	\$ -		
		REMOVAL ITEMS	-	\$ -		\$ -		\$ -	\$ -		
36		REMOVAL OF FIRE HYDRANT AND APPURTENANCES	-	\$ -		\$ -	7	\$ -	\$ -		
37		ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL	-	\$ -		\$ -		\$ -	\$ -		
38		REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -		
		MISCELLANEOUS CONSTRUCTION ITEMS	-	\$ -		\$ -		\$ -	\$ -		
39		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	-	\$ -		\$ -	746	\$ -	\$ -		
40		ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	165	\$ -	\$ -		
41		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	125	\$ -	\$ -		
42		CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)	-	\$ -		\$ -		\$ -	\$ -		
TOTALS				\$ 618,819.30		\$ 366,181.70		\$ 964,205.99	\$ 102,766.78		



Engineering Progress

June 7, 2018

C B Developers

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 5 for the above referenced project in the amount of \$139,913.09.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

This pay application was paid twice. Once on Reg # 22, and again on Reg # 24. It is being included on Reg # 28 as a credit to correct the overpayment.

093695.72 x 0.5¢
MB 2017-403

RECEIVED
6/11/18

Progress Estimate

Contractor's Application

For contract:		COMPREHENSIVE SEWER PHASE 5			Application Number: 5			31-May-18		
Application Period:		4/28/2018 TO 5/25/2018			Application Date:					
Pay Item	A Item Description	Bid Quantity	Unit Price	Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
1	SITE 1-DOGWOOD DRIVE									
2	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	-	\$ -	\$ 0.00	\$ -	0%	\$ 7,840.00
3	8" SDR 26 PVC SEWER PIPE (0'-6')	1098.0	\$ 24.16	\$ 26,527.68	423	\$ 10,219.68	\$ 0.00	\$ 10,219.68	39%	\$ 16,308.00
4	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$ 26.56	\$ 15,962.56	151	\$ 4,010.56	\$ 0.00	\$ 4,010.56	25%	\$ 11,952.00
5	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$ 38.55	\$ 4,741.65	96	\$ 3,700.80	\$ 0.00	\$ 3,700.80	78%	\$ 1,040.85
6	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$ 43.34	\$ 4,377.34	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,377.34
7	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$ 48.14	\$ 6,498.90	-	\$ -	\$ 0.00	\$ -	0%	\$ 6,498.90
	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR	1.0	\$ 4,189.24	\$ 4,189.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,189.24
	MANHOLE ITEMS									
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')	3.0	\$ 2,689.82	\$ 8,069.46	-	\$ -	\$ 0.00	\$ -	0%	\$ 8,069.46
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0	\$ 3,176.78	\$ 25,414.24	3	\$ 9,530.34	\$ 0.00	\$ 9,530.34	38%	\$ 15,883.90
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0	\$ 3,658.87	\$ 3,658.87	1	\$ 3,658.87	\$ 0.00	\$ 3,658.87	100%	\$ -
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 4,382.73	\$ 4,382.73	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,382.73
	SEWER SERVICE ITEMS									
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$ 10.60	\$ 9,985.20	144	\$ 1,526.40	\$ 0.00	\$ 1,526.40	15%	\$ 8,458.80
14	8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	2	\$ 647.50	\$ 0.00	\$ 647.50	25%	\$ 1,942.50
15	6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	3	\$ 1,079.22	\$ 0.00	\$ 1,079.22	38%	\$ 1,798.70
	LIFT STATION ITEMS									
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0	\$ 207,236.80	\$ 207,236.80	0	\$ -	\$ 0.00	\$ -	25%	\$ 155,427.60
	MISCELLANEOUS CONSTRUCTION ITEMS									
17	ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,517.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,607.69
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	12	\$ 543.12	\$ 0.00	\$ 543.12	2%	\$ 26,972.40
	TOTALS			\$ 373,583.66		\$ 86,725.69	\$ 0.00	\$ 86,725.69		\$ 286,857.97

EICDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For contract:		COMPREHENSIVE SEWER PHASE 5				Application Number: 5				
Application Period:		4/28/2018 TO 5/25/2018		Application Date: 31-May-18						
Pay Item	A Item Description	Bid Quantity	Unit Price	Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
21	Subtotal from Previous Page	2495.0	\$ 10.79	\$ 373,583.66		\$ 86,725.69	\$ 0.00	\$ 86,725.69		\$ 286,857.97
22	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM			\$ 26,921.05	56	604.24	\$ 0.00	\$ 604.24	2%	\$ 26,316.81
23	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	-	-	\$ 0.00	\$ -	0%	\$ 34,912.80
24	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	-	\$ 0.00	\$ -	0%	\$ 3,417.15
25	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	-	-	\$ 0.00	\$ -	0%	\$ 191.84
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	-	\$ 0.00	\$ -	0%	\$ 1,534.72
27	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	-	\$ 0.00	\$ -	0%	\$ 11,769.10
28	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	-	\$ 0.00	\$ -	0%	\$ 3,896.56
29	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	-	-	\$ 0.00	\$ -	0%	\$ 6,594.17
30	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	1	44,960.26	\$ 0.00	\$ 44,960.26	100%	\$ -
	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	14,986.75	\$ 0.00	\$ 14,986.75	50%	\$ 14,986.75
1	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
8" SDR 26 PVC SEWER PIPE (6'-8')		243.0	\$ 24.46	\$ 5,943.78	448	10,958.08	\$ 0.00	\$ 10,958.08	184%	\$ (5,014.30)
8" SDR 26 PVC SEWER PIPE (8'-10')		635.0	\$ 26.56	\$ 16,865.60	865	22,974.40	\$ 0.00	\$ 22,974.40	136%	\$ (6,108.80)
8" SDR 26 PVC SEWER PIPE (10'-12')		125.0	\$ 28.95	\$ 3,618.75	115	3,329.25	\$ 0.00	\$ 3,329.25	92%	\$ 289.50
8" SDR 26 PVC SEWER PIPE (12'-14')		137.0	\$ 31.35	\$ 4,294.95	145	4,545.75	\$ 0.00	\$ 4,545.75	106%	\$ (250.80)
8" SDR 26 PVC SEWER PIPE (14'-16')		102.0	\$ 36.15	\$ 3,687.30	102	3,687.30	\$ 0.00	\$ 3,687.30	100%	\$ -
8" SDR 26 PVC SEWER PIPE (16'-18')		187.0	\$ 40.94	\$ 7,655.78	327	13,387.38	\$ 0.00	\$ 13,387.38	175%	\$ (5,731.60)
8" SDR 11 HDPE SEWER SERVICE BORE		275.0	\$ 59.47	\$ 16,354.25	268	15,937.96	\$ 0.00	\$ 15,937.96	97%	\$ 416.29
15" SDR 26 PVC SEWER PIPE (6'-8')		733.0	\$ 38.50	\$ 28,220.50	647	24,909.50	\$ 0.00	\$ 24,909.50	88%	\$ 3,311.00
15" SDR 26 PVC SEWER PIPE (8'-10')		336.0	\$ 43.29	\$ 14,545.44	315	13,636.35	\$ 0.00	\$ 13,636.35	94%	\$ 909.09
15" SDR 26 PVC SEWER PIPE (10'-12')		225.0	\$ 48.09	\$ 10,820.25	266	12,791.94	\$ 0.00	\$ 12,791.94	118%	\$ (1,971.69)
24" STEEL CASING (BORED)		60.0	\$ 213.46	\$ 12,807.60	30	6,403.80	\$ 0.00	\$ 6,403.80	50%	\$ 6,403.80
MANHOLE ITEMS										
48" PRECAST CONCRETE SEWER MANHOLE (8'-10')		3.0	\$ 3,179.29	\$ 9,537.87	4	12,717.16	\$ 0.00	\$ 12,717.16	133%	\$ (3,179.29)
48" PRECAST CONCRETE SEWER MANHOLE (12'-14')		1.0	\$ 3,663.36	\$ 3,663.36	1	3,663.36	\$ 0.00	\$ 3,663.36	100%	\$ -
TOTALS				\$ 675,770.24		\$ 286,219.17	\$ 0.00	\$ 286,219.17		\$ 379,551.07

EICDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number: 5		31-May-18			
Application Period:		4/28/2018 TO 5/25/2018			Application Date:					
Pay Item	A Item Description	Bid Quantity	Unit Price	Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 675,770.24		\$ 296,219.17	\$0.00	\$ 296,219.17		\$ 379,551.07
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	1	\$ 4,675.87	\$0.00	\$ 4,675.87	100%	\$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$0.00	\$ 9,231.84	67%	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$0.00	\$ 14,975.37	150%	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$0.00	\$ 869.23	33%	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$0.00	\$ 11,989.44	100%	\$ -
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$0.00	\$ 8,933.76	313%	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$0.00	\$ 4,856.25	500%	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$0.00	\$ 9,946.36	283%	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$0.00	\$ 11,855.04	356%	\$ (8,520.81)
	MISCELLANEOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$0.00	\$ 7,359.11	138%	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE B25)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$0.00	\$ 59,946.07	96%	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,332	\$ 37,951.48	\$0.00	\$ 37,951.48	41%	\$ 54,193.62
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	-	\$ -	\$0.00	\$ 0	0%	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$0.00	\$ 1,563.50	104%	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$0.00	\$ 3,453.12	160%	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	\$ -	\$0.00	\$ 0	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$0.00	\$ 7,250.88	263%	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	\$ -	\$0.00	\$ 0	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$0.00	\$ 8,488.80	250%	\$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -	\$0.00	\$ 0	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ 0	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 3,896.56	\$0.00	\$ 3,896.56	50%	\$ 3,896.56
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$0.00	\$ 41,962.90	100%	\$ -
	TOTALS			\$ 1,047,267.00		\$ 545,424.74	\$0.00	\$ 545,424.74		\$ 501,842.27

ECDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For Contract:		COMPREHENSIVE SEWER PHASE 5			Application Number: 5		31-May-18			
Application Period:		4/28/2018 TO 5/25/2018		Application Date:						
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (B - F)
37	Subtotal from Previous Page MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 1,047,267.00	1	\$ 545,424.74	\$0.00	\$ 545,424.74	100%	\$ 501,842.27
0		0.0	\$ -	\$ 29,973.50	-	\$ 29,973.50	\$0.00	\$ 29,973.50	#DIV/0!	\$ -
0		0.0	\$ -	\$ -	-	\$ -	\$0.00	\$ -	#DIV/0!	\$ -
0		0.0	\$ -	\$ -	-	\$ -	\$0.00	\$ -	#DIV/0!	\$ -
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0		0.0	\$ -	\$ -	-	\$ -	\$0.00	\$ -	#DIV/0!	\$ -
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TOTALS				\$ 1,077,240.50		\$ 575,398.24	\$0.00	\$ 575,398.24		\$ 501,842.27

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0'-6')					423						0
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151						423
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96						151
5	8" SDR 26 PVC SEWER PIPE (10'-12')											96
6												0
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')											0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3						3
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144						144
14	8" X 8" X 6" PVC TEE					2						2
15	6" PVC CLEANOUT					3						3
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25						0.25
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)					12.08						12.08

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, ST. 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5						0.5
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1	4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-9')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
19	SEWER SERVICE ITEMS											0
20	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
21	8" X 8" X 6" PVC TEE			10	5							15
22	SERVICE CONNECTION (INSERT A TEE)	1	16									17
	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE)		3	8								11
24	CRUSHED AGGREGATE (SIZE 825)	111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854							3332
26	HOT MIX ASPHALT, ST, 9.5MM											0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL				0.5							0.5
36	MOBILIZATION	0.5	0.5									1

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 24

DATE OF REQUISITION: 8/7/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	2,975.00	20357	CIPP Project Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #11256
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	8,002.50	20359	Sewer Improvements Ph V Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW Project# 1273-S005
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	8,738.12	20348	Sewer Improvements Phase X - Quinn St. Area Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #1273-S011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	13,492.50	20361	Water Ph II - Palmers Crossing Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #1273-W007

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	4,950.00	20347	Sewer Improvements Ph VIII - Camp St. Area Period: 05/26/18-06/22/18 MB 2011-4/89-110 SDW #1273-S010
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	11,900.00	20349	Water Plant #1 Rehabilitation Period: 05/26/18-06/22/18 MB 2017-81 SDW #1273-W015
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	525.00	20360	Sewer Improvements Ph XII Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S012
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	420.00	20362	Water Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW # 1273-W013
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	2,275.00	20371	Sewer Improvements Phase IX - Buschman & 2nd Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S014
10	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	189,291.09	Pay Est 6	Water Improvements Ph II Period: 05/26/18 - 06/25/18 MB: 2017-340
11	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	139,913.09	Pay Est 5	Sewer Improvements Ph V Period: 05/26/18 - 06/25/18 MB: 2017-403

382,482.30

*paid in error
previously paid on Reg. # 22*

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 22

DATE OF REQUISITION: 6/19/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment	OR Number	Date Posted
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.51	94,833.03	Pay Est 5	Water Improvements Ph II Period: 04/28/18 - 5/25/18 MB: 2017-340	OR 207385	7/26/2018
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.62	12,349.79	Pay Est 5	Water Improvements Ph V Period: 03/26/18 - 05/25/18 MB: 2017-341 & 334	OR 207386	7/26/2018
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	139,913.09	Pay Est 5	Sewer Improvements Ph V Period: 04/28/18 - 5/25/18 MB: 2017-403	OR 207387	7/26/2018
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	7,070.00	20281	CIPP Project Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #11256	OR 207411	7/26/2018
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	14,965.00	20278	Sewer Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW Project# 1273-S005	OR 207390	7/26/2018
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	1,837.50	20277	Sewer Improvements Ph XII Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S012	OR 207392	7/26/2018
7	Shows, Dearman, & Waits, Inc. 301 Second Ave	093695.7245.51	13,615.00	20276	Water Ph II - Palmers Crossing Period: 04/29/18-05/26/18	OR 207405	7/26/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment	OR Number	Date Posted
	Hattiesburg, MS 39401				MB 2011-4/89-110 SDW #1273-W007		
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	1,677.50	20275	Water Improvements Ph V Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW # 1273-W013	OR 207406	7/26/2018
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.71	21,010.00	20267	Sewer Improvements Phase IX - Buschman & 2nd Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S014	OR 207407	7/26/2018
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	1,462.50	20255	Sewer Improvements Ph VIII - Camp St. Area Period: 04/29/18-05/26/18 MB 2011-4/89-110 SDW #1273-S010	OR 207408	7/26/2018
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	4,425.00	20254	Water Plant #1 Rehabilitation Period: 04/29/18-05/26/18 MB 2017-81 SDW #1273-W015	OR 207409	7/26/2018
12	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7220.54	3,426.79	996	Sewer Improvements Ph V Period: 4/02/18 - 05/31/18 MB 2017-27 SDW Project# 1273-S005	OR 207410	7/26/2018
			316,585.20				



Engineering Progress

July 25, 2018

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

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 6 for the above referenced project in the amount of \$160,435.16.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

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

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

RECEIVED
7/30/18

6

To (Owner): CITY OF HATTIESBURG	Application Period: Beginning: 5/26/2018 Ending: 6/25/2018		Application Date: 5-Jul-18
Project: COMPREHENSIVE SEWER PHASE 5	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.	
Owner's Contract No.:	Contract: Contractor's Project No.:	Engineer's Project No.:	

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

1. ORIGINAL CONTRACT PRICE	\$ 1,077,240.50
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 744,277.36
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ 37,213.87
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 37,213.87
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 707,063.49
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 546,628.33
8. AMOUNT DUE THIS APPLICATION	\$ 160,435.16
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 370,177.01

Payment of:

Is recommended by:

Payment of:

Is approved by:

Is approved by:

Approved by:

(Funding Agency, if applicable)

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

Page 1 of 9

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			5/26/2018		6/25/2018		Application Number: 43286		5-Jul-18		
Application Period:		5/26/2018	TO	6/25/2018	Application Date:								
		A			Bid Quantity	Unit Price	B	C	D	E	F	%	G
Pay Item		Item Description					Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)
SITE 1-DOGWOOD DRIVE													
1		4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)			1000.0	\$ 7.84	\$ 7,840.00	745	\$ 5,840.80	\$ 0.00	\$ 5,840.80	75%	\$ 1,999.20
2		8" SDR 26 PVC SEWER PIPE (0'-6')			1098.0	\$ 24.16	\$ 26,577.68	966	\$ 23,338.56	\$ 0.00	\$ 23,338.56	88%	\$ 3,189.12
3		8" SDR 26 PVC SEWER PIPE (6'-8')			601.0	\$ 26.56	\$ 15,962.56	335	\$ 8,897.60	\$ 0.00	\$ 8,897.60	56%	\$ 7,064.96
4		8" SDR 26 PVC SEWER PIPE (8'-10')			123.0	\$ 38.55	\$ 4,741.65	146	\$ 5,628.30	\$ 0.00	\$ 5,628.30	119%	\$ (886.65)
5		8" SDR 26 PVC SEWER PIPE (10'-12')			101.0	\$ 43.34	\$ 4,377.34	48	\$ 2,080.32	\$ 0.00	\$ 2,080.32	48%	\$ 2,297.02
6		8" SDR 26 PVC SEWER PIPE (12'-14')			135.0	\$ 48.14	\$ 6,498.90	55	\$ 2,647.70	\$ 0.00	\$ 2,647.70	41%	\$ 3,851.20
7		AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR			1.0	\$ 4,189.24	\$ 4,189.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,189.24
MANHOLE ITEMS													
8		48" PRECAST CONCRETE SEWER MANHOLE (0'-6')			3.0	\$ 2,689.82	\$ 8,069.46	1	\$ 2,689.82	\$ 0.00	\$ 2,689.82	33%	\$ 5,379.64
9		48" PRECAST CONCRETE SEWER MANHOLE (6'-8')			8.0	\$ 3,176.78	\$ 25,414.24	5	\$ 15,883.90	\$ 0.00	\$ 15,883.90	63%	\$ 9,530.34
10		48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1.0	\$ 3,658.87	\$ 3,658.87	1	\$ 3,658.87	\$ 0.00	\$ 3,658.87	100%	\$ -
11		48" PRECAST CONCRETE SEWER MANHOLE (10'-12')			1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,190.30
12		48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1.0	\$ 4,382.73	\$ 4,382.73	1	\$ 4,382.73	\$ 0.00	\$ 4,382.73	100%	\$ -
SEWER SERVICE ITEMS													
13		6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)			942.0	\$ 10.60	\$ 9,985.20	513	\$ 5,437.80	\$ 0.00	\$ 5,437.80	54%	\$ 4,547.40
14		8" X 8" X 6" PVC TEE			8.0	\$ 323.75	\$ 2,590.00	6	\$ 1,942.50	\$ 0.00	\$ 1,942.50	75%	\$ 647.50
15		6" PVC CLEANOUT			8.0	\$ 359.74	\$ 2,877.92	7	\$ 2,518.18	\$ 0.00	\$ 2,518.18	88%	\$ 359.74
LIFT STATION ITEMS													
16		LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT			1.0	\$ 207,236.80	\$ 207,236.80	1	\$ 155,427.60	\$ 0.00	\$ 155,427.60	75%	\$ 51,809.20
MISCELLANEOUS CONSTRUCTION ITEMS													
17		ABANDONMENT OF SEPTIC TANKS			7.0	\$ 359.68	\$ 2,517.76	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,517.76
18		DROP MANHOLE ASSEMBLY (ALL DEPTHS)			3.0	\$ 869.23	\$ 2,607.69	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,607.69
19		WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING			4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,399.80
20		CRUSHED AGGREGATE (SIZE 825)			612.0	\$ 44.96	\$ 27,515.52	12	\$ 543.12	\$ 0.00	\$ 543.12	2%	\$ 26,972.40
TOTALS							\$ 379,583.66		\$ 240,917.80	\$ 0.00	\$ 240,917.80		\$ 132,665.86

EJCDC No. C-620 (2002 Edition)

7/24/2018

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

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number: 43286					
Application Period:		5/26/2018	TO	6/25/2018	Application Date: 5-Jul-18					
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish F)
	Subtotal from Previous Page			\$ 373,583.66		\$ 240,917.80	\$0.00	\$ 240,917.80		\$ 132,665.86
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	56	\$ 604.24	\$0.00	\$ 604.24	2%	\$ 26,316.81
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	-	-	\$0.00	-	0%	\$ 34,912.80
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	-	\$0.00	-	0%	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	-	-	\$0.00	-	0%	\$ 191.84
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	-	\$0.00	-	0%	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	-	\$0.00	-	0%	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	-	\$0.00	-	0%	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	1	\$ 3,297.09	\$0.00	\$ 3,297.09	50%	\$ 3,297.09
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	1	\$ 44,960.26	\$0.00	\$ 44,960.26	100%	\$ -
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	1	\$ 22,480.13	\$0.00	\$ 22,480.13	75%	\$ 7,493.38
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
1	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	100%	\$ -
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	50%	\$ 6,403.80
	MANHOLE ITEMS									
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	100%	\$ -
	TOTALS			\$ 675,770.24		\$ 461,201.74	\$0.00	\$ 461,201.74		\$ 214,568.50

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):		COMPRENHENSIVE SEWER PHASE 5			Application Number: 43286					
Application Period: 5/26/2018 TO 6/25/2018		Application Date: 5-Jul-18								
	A	B	C	D	E	F	G			
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
Subtotal from Previous Page										
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	1	\$ 4,675.87	\$0.00	\$ 461,201.74	100%	\$ 214,568.50
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$0.00	\$ 4,675.87	67%	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$0.00	\$ 9,231.84	150%	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$0.00	\$ 14,975.37	33%	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$0.00	\$ 869.23	100%	\$
SEWER SERVICE ITEMS										
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$0.00	\$ 11,989.44	313%	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$0.00	\$ 8,933.76	500%	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$0.00	\$ 4,856.25	283%	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$0.00	\$ 9,946.36	356%	\$ (8,520.81)
MISCELLANEOUS CONSTRUCTION ITEMS										
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$0.00	\$ 11,855.04	138%	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$0.00	\$ 7,359.11	96%	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,332	\$ 37,951.48	\$0.00	\$ 59,946.07	41%	\$ 54,193.62
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50		\$	\$0.00	\$ 37,951.48	0%	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$0.00	\$	104%	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$0.00	\$ 1,563.50	160%	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68		\$	\$0.00	\$ 3,453.12	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$0.00	\$	263%	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00		\$	\$0.00	\$ 7,250.88	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$0.00	\$	250%	\$ (5,093.26)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10		\$	\$0.00	\$ 8,488.80	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56		\$	\$0.00	\$	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 7,793.11	\$0.00	\$ 7,793.11	100%	\$
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$0.00	\$ 41,962.90	100%	\$
TOTALS				\$ 1,047,267.00		\$ 714,303.86	\$0.00	\$ 714,303.86		\$ 332,963.14

EDDC No. C-620 (2002 Edition)

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

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1 DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745					745
2	8" SDR 26 PVC SEWER PIPE (0'-6')					423	543					966
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184					335
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50					146
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')						1					1
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2					5
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369					513
14	8" X 8" X 6" PVC TEE					2	4					6
15	6" PVC CLEANOUT					3	4					7
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL DISCONNECT, VAL					0.25	0.5					0.75
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)					12.08						12.08

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, 57, 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL						0.5					0.5
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25					0.75
1	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
2	8" SDR 26 PVC SEWER PIPE (6'-8')			26	420							448
3	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
4	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
5	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
6	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
7	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
8	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
9	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
10	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
11	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
12	24" STEEL CASING (BORED)		30									30
13	MANHOLE ITEMS											0
14	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1	4							4
15	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											1

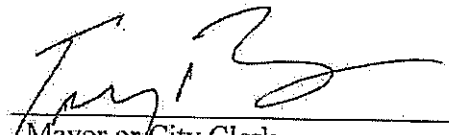
Monthly Totals

	DESCRIPTION										1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION										Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')										1										1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')										2										2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')										1										3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)										1										1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE SEWER SERVICE ITEMS										5			3							8
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)										17	236	333	260							846
20	8" X 8" X 6" PVC TEE												10	5							15
21	SERVICE CONNECTION (INSERT A TEE)										1	16									17
22	6" PVC CLEANOUT										1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS																				0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL												8								11
24	CRUSHED AGGREGATE (SIZE #25)										111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											716	1762	854							3332
26	HOT MIX ASPHALT, 5T, 9.5MM																				0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)													26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS																				0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS										40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS																				0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS													120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES											0									0
34	GRASSING																				0
35	EROSION CONTROL													0.5							1
36	MOBILIZATION										0.5	0.5				0.5					1

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser


Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2018-813

File ID: 2018-813

Type: Ordinance

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Amend Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg.

Final Action: 10/02/2018

Minute Book Number: MB 2018-242

Title:

Adopt an Ordinance amending Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3206, adopted September 6, 2016, to address measurement of sanitary sewer effluent flow for any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-7

Sponsors:

Enactment Date:

Attachments: Ordinance Amending No. 3167 10-2-2018, Ordinance #3241 - Ordinance Amending No. 3167 sanitary sewer effluent flow

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt an Ordinance (#3241) amending Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3206, adopted September 6, 2016, to address measurement of sanitary sewer effluent flow for any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-813

Title

Adopt an Ordinance amending Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3206, adopted September 6, 2016, to address measurement of sanitary sewer effluent flow for any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger.

Summary

Amend Chapter 21-2(D)(4) of the Code of Ordinances for the City of Hattiesburg.

ORDINANCE No. _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING CHAPTER 21-2(D)(4) OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, MISSISSIPPI, BEING ORDINANCE NUMBER 3167, AS AMENDED BY ORDINANCE NUMBER 3197, AND AS AMENDED BY ORDINANCE NUMBER 3206, TO ADDRESS MEASUREMENT OF SANITARY SEWER EFFLUENT FLOW FOR ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY WITH A METER SIZE 2 INCHES OR LARGER.

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

SECTION 1. That Section 21-2-(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, be and the same is hereby amended to read as follows, to-wit:

“Section 21-2(D)(4):

4. Any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger that can provide documented evidence that the amount of sanitary sewer flow delivered to the City is substantially less than the metered water flow upon which the billing amount is based can make a formal request to the Engineering Department to have its monthly charge for sewer service be based upon metered or measured sanitary sewer flow. The Engineering Department will then set up a time period, for no less that one month, to flow monitor the customer’s effluent sanitary sewer flow. The flow monitoring will be set up at the cost of the customer making the request. In the event that flow monitoring is not feasible other methods may be utilized as approved by the Engineering Department at the initial cost of the customer. If sufficient data is provided to determine, in fact, the customer flows 90% of its water or less to the sewer effluent the entity will be charged a percentage of its water flow for sewer based on the data gathered.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, shall be and does remain in full force and effect as adopted.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 2nd day of October, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 2nd day of October, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Ordinance:

ORDINANCE 3241

AN ORDINANCE AMENDING CHAPTER 21-2(D)(4) OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, MISSISSIPPI, BEING ORDINANCE NUMBER 3167, AS AMENDED BY ORDINANCE NUMBER 3197, AND AS AMENDED BY ORDINANCE NUMBER 3206, TO ADDRESS MEASUREMENT OF SANITARY SEWER EFFLUENT FLOW FOR ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY WITH A METER SIZE 2 INCHES OR LARGER.

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

SECTION 1. That Section 21-2-(D)(4) of the Code of Ordinances for the City of Hattiesburg, Mississippi, being Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, be and the same is hereby amended to read as follows, to-wit:

“Section 21-2(D)(4):

- 4. Any individual, corporation, partnership, sole proprietorship or other legal entity with a meter size 2 inches or larger that can provide documented evidence that the amount of sanitary sewer flow delivered to the City is substantially less than the metered water flow upon which the billing amount is based can make a formal request to the Engineering Department to have its monthly charge for sewer service be based upon metered or measured sanitary sewer flow. The Engineering Department will then set up a time period, for no less that one month, to flow monitor the customer’s effluent sanitary sewer flow. The flow monitoring will be set up at the cost of the customer making the request. In the event that flow monitoring is not feasible other methods may be utilized as approved by the Engineering Department at the initial cost of the customer. If sufficient data is provided to determine, in fact, the customer flows 90% of its water or less to the sewer effluent the entity will be charged a percentage of its water flow for sewer based on the data gathered.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 3167 adopted September 14, 2015, as amended by Ordinance Number 3197 adopted April 28, 2016, as amended by Ordinance Number 3206 adopted September 6, 2016, shall be and does remain in full force and effect as adopted.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member Delgado, seconded by Council Member Brown and was adopted by the following vote, to-wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Ordinance adopted this the 2nd day of October, 2018.



ATTEST:

ADOPTED:

Ronda S. Cole
CLERK OF COUNCIL

[Signature]
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this 2nd day of October, 2018.

ATTEST:

APPROVED:

[Signature]
CITY CLERK

[Signature]
MAYOR

The PineBelt NEWS

(formerly The Lamar Times, The Petal News, The Hattiesburg Post)

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned Legal Advertising
Clerk for The PINE BELT NEWS, a weekly newspaper published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspaper as follows:

Total # of Words: 294 Published 1 times

Date 1st Published: 10.11.18 Amt: 35.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.28

Proof of Publication Fee: 3.00

TOTAL: 38.28

(signed) _____

The PINE BELT NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of October, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi.

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: 10.04.18
- ☐ App: 10.08.18
- ☐ File Title: _____
- ☐ Invoice #: 92348
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject
matter contained in Ordinance No.
3241, duly adopted and approved by the
City Council of the City of Hattiesburg
on October 2, 2018. A complete copy of
the Ordinance is available for public in-
spection during normal and regular busi-
ness hours in the office of the City Clerk
of the City of Hattiesburg, 200 Forrest
Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3241
AN ORDINANCE AMENDING

CHAPTER 21-2(D)(4) OF THE CODE
OF ORDINANCES FOR THE CITY OF
HATTIESBURG, MISSISSIPPI, BEING
ORDINANCE NUMBER 3167, AS
AMENDED BY ORDINANCE NUMBER
3197, AND AS AMENDED BY ORDI-
NANCE NUMBER 3206, TO ADDRESS
MEASUREMENT OF SANITARY
SEWER EFFLUENT FLOW FOR ANY
INDIVIDUAL, CORPORATION, PART-
NERSHIP, SOLE PROPRIETOR-SHIP
OR OTHER LEGAL ENTITY WITH A
METER SIZE 2 INCHES OR LARGER.

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972)
as amended.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember Del-
gado, seconded by Councilmember
Brown and was adopted by the following
roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dry-
den, Brown

Absent: None

Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 2nd day of
October, 2018.

(SEAL) ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance,
having been submitted and approved by
the Mayor, this the 2nd day of October,
2018.

ATTEST: /s/ Kermas Eaton, City
Clerk

APPROVED: /s/ Toby Barker,
Mayor

Published on Oct 11th, 2018.



City of Hattiesburg, MS

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

Master

File Number: 2018-806

File ID: 2018-806

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Additional lighting on 4th Street and Stone Street

Final Action: 10/02/2018

Minute Book Number: MB 2018-242

Title:

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights on W. 4th Street and Stone Street for a net increase to the monthly power bill of \$111.78.

Notes: Please return PDF copy to engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-8

Sponsors:

Enactment Date:

Attachments: MS Power-4th St & Stone St, Executed - MS Power
Lighting Agreement - 4th St & Stone St

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights on W. 4th Street and Stone Street for a net increase to the monthly power bill of \$111.78.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-806

Title

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights on W. 4th Street and Stone Street for a net increase to the monthly power bill of \$111.78.

Summary

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights on W. 4th Street and Stone Street for a net increase to the monthly power bill of \$111.78.

]

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____
 AUTHORIZED SIGNATURE X DATE: X
 DEVELOPER NAME N/A ACCOUNT # 59841-82000
 DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____) DATE FAX RECEIVED _____
 C/O Joey Jarrell

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R-10</u>	<u>W 4th St. \$71.60</u>
150 WATT HPS		
250 WATT HPS		<u>Stone St \$40.18</u>
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-2</u>	
110 WATT LED	<u>I-10</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
<u>poles</u>	<u>I-2</u>	<u>monthly Increase \$ 111.78</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE _____

AUTHORIZED SIGNATURE [Signature] DATE 10-3-18

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT _____
Attach a plat for development

TO: MISSISSIPPI POWER COMPANY (C/O) Joey Jarrell DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE SL-27 AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer or Developer's successors or assigns fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R-10</u>	<u>W 4th St. \$71.60</u>
150 WATT HPS		
250 WATT HPS		<u>Stone St \$40.18</u>
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-2</u>	
110 WATT LED	<u>I-10</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
<u>poles</u>	<u>I-2</u>	<u>monthly Increase \$ 111.78</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



City of Hattiesburg, MS

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

Master

File Number: 2018-808

File ID: 2018-808

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Additional lighting at various locations as per attached list

Final Action: 10/02/2018

Minute Book Number: MB 2018-242

Title:

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list for a net increase to the monthly power bill of \$228.79.

Notes: Please return PDF copy to engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-9

Sponsors:

Enactment Date:

Attachments: MS Power-Various locations-SWAT #2, Executed -
MS Power Lighting Agreement - Various
locations-SWAT #2

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list for a net increase to the monthly power bill of \$228.79.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-808

Title

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list for a net increase to the monthly power bill of \$228.79.

Summary

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list for a net increase to the monthly power bill of \$228.79.

DATE: 7-21-18

SWAT #2

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____AUTHORIZED SIGNATURE X DATE: 7DEVELOPER NAME N/A ACCOUNT # 59841-82000DEVELOPER SIGNATURE N/A DATE: N/ADATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
*Attach a plat for development.*TO: MISSISSIPPI POWER COMPANY
C/O Joey Jannell DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R-29</u>	<u>Various locations</u>
150 WATT HPS		
250 WATT HPS		<u>SWAT - 9/21/18</u>
400 WATT HPS		<u>See attached</u>
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-35</u>	
110 WATT LED	<u>I-4</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		<u>Increase - \$228.79</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

IN: 90	IN: 110	IN: 190	RM: 100	RM: 150	RM: 400	\$\$	Location
1							\$12.59 Pedestrian Bridge on Beverly Ln
	1						\$16.76 Light on pole at Bridge on Grave Ave
12			9				\$65.37 N 21st Ave from W 4th St to Hardy St
9	2		9	1			\$48.74 Quinn St from Hwy 49 to Bridge on Kimball Ave
11	1		7		1		\$80.57 N 22nd and N 23rd from Hardy St to Quinn St
5			5				\$14.95 Camp St @ 7th Ave to Concart St
	7		7				\$50.12 W 4th St from N 21st to Hwy 49
15	2	1	14	1			\$75.41 N 31st Ave from W 7th St to Hwy 49 N
53	13	1	51	2	1		\$364.51 Total Increase

Sent 9/21 SWAT #2

9			8				\$36.51 Coit St from Hwy 42 and E 9th St
4			4				\$11.96 Atlanta St from 9th to 10th
3			1				\$28.17 Geneva St From Dewey to end
4			3				\$21.56 Kinard St North of hwy 42
6			4				\$37.14 Gravel Line
2			2				\$5.98 703 Memphis St
7	4		7				\$87.47 Ball Fields at New Orleans - Parking/street
35	4		29				\$228.79 Total Increase

DATE: 7-21-18

SWAT #2

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE [Signature]DATE: 10-3-18DEVELOPER NAME N/AACCOUNT # 59841-82000DEVELOPER SIGNATURE N/ADATE: N/ADATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
*Attach a plat for development.*TO: MISSISSIPPI POWER COMPANY
C/O Joey Jannell

DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R-29</u>	<u>Various locations</u>
150 WATT HPS		
250 WATT HPS		<u>SWAT - 9/21/18</u>
400 WATT HPS		<u>See attached</u>
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-35</u>	
110 WATT LED	<u>I-4</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		<u>Increase - \$228.79</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

IN: 90	IN: 110	IN: 190	RM: 100	RM: 150	RM: 400	\$\$	Location
1							\$12.59 Pedestrian Bridge on Beverly Ln
	1						\$16.76 Light on pole at Bridge on Grave Ave
12			9				\$65.37 N 21st Ave from W 4th St to Hardy St
9	2		9		1		\$48.74 Quinn St from Hwy 49 to Bridge on Kimball Ave
11	1		7			1	\$80.57 N 22nd and N 23rd from Hardy St to Quinn St
5			5				\$14.95 Camp St @ 7th Ave to Concart St
	7		7				\$50.12 W 4th St from N 21st to Hwy 49
15	2	1	14		1		\$75.41 N 31st Ave from W 7th St to Hwy 49 N
53	13	1	51	2	1		\$364.51 Total Increase

Sent 9/21 SWAT #2

9			8				\$36.51 Coit St from Hwy 42 and E 9th St
4			4				\$11.96 Atlanta St from 9th to 10th
3			1				\$28.17 Geneva St From Dewey to end
4			3				\$21.56 Kinard St North of hwy 42
6			4				\$37.14 Gravel Line
2			2				\$5.98 703 Memphis St
7	4		7				\$87.47 Ball Fields at New Orleans - Parking/street
35	4		29				\$228.79 Total Increase



City of Hattiesburg, MS

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

Master

File Number: 2018-816

File ID: 2018-816

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Additional lighting at various locations as per attached list - SWOT #3

Final Action: 10/02/2018

Minute Book Number: MB 2018-242-243

Title:

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list (SWOT #3) for a net increase to the monthly power bill of \$249.04.

Notes: Please return PDF copy to engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-10

Sponsors:

Enactment Date:

Attachments: MS Power-Variou locations-SWAT #3, Executed - MS Power Lighting Agreement -Various locations-SWAT #3

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list (SWOT #3) for a net increase to the monthly power bill of \$249.04.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-816

Title

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list (SWOT #3) for a net increase to the monthly power bill of \$249.04.

Summary

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at various locations as detailed in the attached list (SWOT#3) for a net increase to the monthly power bill of \$249.04.

DATE 6-11-10

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE x DATE: x

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____) DATE FAX RECEIVED _____
C/O Joey Jannell

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer or Developer's successors or assigns fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		<u>Various locations</u>
100 WATT HPS	<u>R-44</u>	<u>SWAT #3</u>
150 WATT HPS		
250 WATT HPS		
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-30</u>	
110 WATT LED	<u>I-3</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		<u>Increase \$249.04</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

IN: 90	IN: 110	IN: 190	RM: 100	RM: 150	RM: 400	\$	\$	Location
1								12.59 Pedestrian Bridge on Beverly Ln
	1							16.76 Light on pole at Bridge on Grave Ave
12			9					65.37 N 21st Ave from W 4th St to Hardy St
9	2		9	1				48.74 Quinn St from Hwy 49 to Bridge on Kimball Ave
11	1		7		1			80.57 N 22nd and N 23rd from Hardy St to Quinn St
5			5					14.95 Camp St @ 7th Ave to Concart St
	7		7					50.12 W 4th St from N 21st to Hwy 49
15	2	1	14	1				75.41 N 31st Ave from W 7th St to Hwy 49 N
53	13	1	51	2	1			364.51 Total Increase

Sent 9/21 SWAT #2

9			8					36.51 Coit St from Hwy 42 and E 9th St
4			4					11.96 Atlanta St from 9th to 10th
3			1					28.17 Geneva St From Dewey to end
4			3					21.56 Kinard St North of hwy 42
6			4					37.14 Gravel Line
2			2					5.98 703 Memphis St
7	4		7					87.47 Ball Fields at New Orleans - Parking/street
35	4		29					228.79 Total Increase

Sent 9/24 SWAT #3

	1							16.76 9th and Bouie
1								12.59 Allen St
1			1					2.99 308 Pines Hill
	2							25.18 Pineshills at Brycewood/Alexander
5			5					14.95 S Washington Ave
13			10					67.67 Travillion Rd around Park
30			28					108.90 Vernon/Bowling/Eda/Dossett
50	3		44					249.04 Total Increase

DATE 6-25-18

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE [Signature] DATE: 10-3-18

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____) DATE FAX RECEIVED _____
C/O Joey Janwell

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer or Developer's successors or assigns fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		<u>Various locations</u>
100 WATT HPS	<u>R-44</u>	<u>SWAT #3</u>
150 WATT HPS		
250 WATT HPS		
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	<u>I-30</u>	
110 WATT LED	<u>I-3</u>	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		<u>Increase \$249.04</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

IN: 90	IN: 110	IN: 190	RM: 100	RM: 150	RM: 400	\$ \$	Location
1						12.59	Pedestrian Bridge on Beverly Ln
	1					16.76	Light on pole at Bridge on Grave Ave
12			9			65.37	N 21st Ave from W 4th St to Hardy St
9	2		9	1		48.74	Quinn St from Hwy 49 to Bridge on Kimball Ave
11	1		7		1	80.57	N 22nd and N 23rd from Hardy St to Quinn St
5			5			14.95	Camp St @ 7th Ave to Concart St
	7		7			50.12	W 4th St from N 21st to Hwy 49
15	2	1	14	1		75.41	N 31st Ave from W 7th St to Hwy 49 N
53	13	1	51	2	1	364.51	Total Increase

Sent 9/21 SWAT #2

9		8	36.51 Coit St from Hwy 42 and E 9th St
4		4	11.96 Atlanta St from 9th to 10th
3		1	28.17 Geneva St From Dewey to end
4		3	21.56 Kinard St North of hwy 42
6		4	37.14 Gravel Line
2		2	5.98 703 Memphis St
7	4	7	87.47 Ball Fields at New Orleans - Parking/street
35	4	29	228.79 Total Increase

Sent 9/24 SWAT #3

	1		16.76	9th and Bouie
1			12.59	Allen St
1		1	2.99	308 Pines Hill
	2		25.18	Pineshills at Brycewood/Alexander
5		5	14.95	S Washington Ave
13		10	67.67	Travillion Rd around Park
30		28	108.90	Vernon/Bowling/Eda/Dossett
50	3	44		
			249.04	Total Increase



City of Hattiesburg, MS

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

Master

File Number: 2018-817

File ID: 2018-817

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Additional lighting at C E Roy Community Center

Final Action: 10/02/2018

Minute Book Number: MB 2018-243

Title:

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at C E Roy Community Center for a net increase to the monthly power bill of \$36.22.

Notes: Please return PDF copy to engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-11

Sponsors:

Enactment Date:

Attachments: MS Power-C E Roy Community Center, Executed -
MS Power Lighting Agreement - C E Roy Community
Center

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at C E Roy Community Center for a net increase to the monthly power bill of \$36.22.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-817

Title

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at C E Roy Community Center for a net increase to the monthly power bill of \$36.22.

Summary

Authorize Mayor to execute Lighting Agreement with MS Power for additional street lights at C E Roy Community Center for a net increase to the monthly power bill of \$36.22.

DATE: 1-21-10

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____AUTHORIZED SIGNATURE A DATE: XDEVELOPER NAME N/A ACCOUNT # 59841-82000DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development

TO: MISSISSIPPI POWER COMPANY (C/O Joey Jannell) DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (+) NUMBER TO REMOVE (-)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	R-1	<u>C E Roy Community Center</u> <u>Street Lighting and</u> <u>around Comm. Center.</u>
150 WATT HPS	R-6	
250 WATT HPS	R-4	
400 WATT HPS	R-2	
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	R-1	
110 WATT LED	I-13	
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
<u>120 LED</u>	<u>I-1</u>	<u>Increase \$36.22</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 10-3-18

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE [Signature]DATE: x 10-3-18DEVELOPER NAME N/AACCOUNT # 59841-82000DEVELOPER SIGNATURE N/ADATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plan for development.

TO: MISSISSIPPI POWER COMPANY

C/O Joey Jannell

DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT

NUMBER TO INSTALL (I)
NUMBER TO REMOVE (R)

LOCATION AND COMMENTS

COBRA HEAD FIXTURES

100 WATT HPS	<u>R-1</u>
150 WATT HPS	<u>R-6</u>
250 WATT HPS	<u>R-4</u>
400 WATT HPS	<u>R-2</u>
1000 WATT HPS	
350 WATT MH	

C E Roy Community Center
Street Lighting and
around Comm. Center.

LED FIXTURES

90 WATT LED	<u>R-1</u>
110 WATT LED	<u>I-13</u>
190 WATT LED	
280 WATT LED	

OTHER FIXTURES

<u>120 LED</u>	<u>I-1</u>
----------------	------------

Increase \$36.22

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



City of Hattiesburg, MS

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

Master

File Number: 2018-800

File ID: 2018-800

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 09/24/2018

Brief Title: Intent to Participate and Designation letter for District
8 Regional Hazard Mitigation Plan

Final Action: 10/02/2018

Minute Book Number: MB 2018-243

Title:

Authorize the Mayor to execute an Intent to Participate and Designation letter for District 8 Regional Hazard Mitigation Plan and designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-12

Sponsors:

Enactment Date:

Attachments: City designation letter District 8 Hattiesburg, City participation letter D8 Hattiesburg, Executed - Letter of participation and designation for District 8 Hazard Mitigation Plan

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: GML

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize the Mayor to execute an Intent to Participate and Designation letter for District 8 Regional Hazard Mitigation Plan and designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-800

Title

Authorize the Mayor to execute an Intent to Participate and Designation letter for District 8 Regional Hazard Mitigation Plan and designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.

Summary

Intent to Participate and Designation letter for District 8 Regional Hazard Mitigation Plan

Budget Information

Expenditure Type

Purchasing Item

Publication Information



DESIGNATED REPRESENTATIVE

We, the City of Hattiesburg, MS, do hereby designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the ____ day of October, 2018

Mayor Toby Barker

City of Hattiesburg, MS



**INTENT TO PARTICIPATE IN THE 2019 UPDATE OF THE DISTRICT 8
REGIONAL HAZARD MITIGATION PLAN.**

We, the City of Hattiesburg, MS, do hereby resolve to participate in the development of the District Eight (8) Regional Hazard Mitigation Plan. This participation is limited to allowing City employee(s) to attend meetings with District 8 representatives and others to gather requested information pertaining to the City of Hattiesburg for inclusion into the plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the _____ day of October, 2018

Mayor Toby Barker

City of Hattiesburg, MS



DESIGNATED REPRESENTATIVE

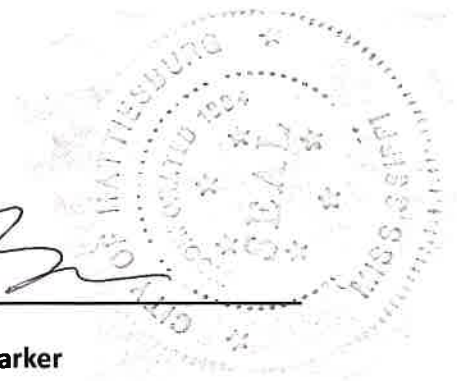
We, the City of Hattiesburg, MS, do hereby designate Andrew Ellard to represent the City in all matters pertaining to the development of the District Eight (8) Regional Hazard Mitigation Plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the 4th day of October, 2018



Mayor Toby Barker

City of Hattiesburg, MS





**INTENT TO PARTICIPATE IN THE 2019 UPDATE OF THE DISTRICT 8
REGIONAL HAZARD MITIGATION PLAN.**

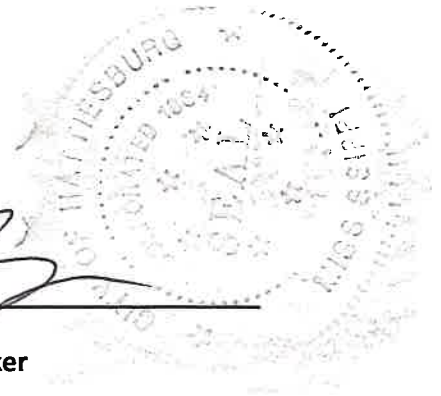
We, the City of Hattiesburg, MS, do hereby resolve to participate in the development of the District Eight (8) Regional Hazard Mitigation Plan. This participation is limited to allowing City employee(s) to attend meetings with District 8 representatives and others to gather requested information pertaining to the City of Hattiesburg for inclusion into the plan.

IN WITNESS WHEREOF, We have subscribed our signature this, the 4th day of October, 2018



Mayor Toby Barker

City of Hattiesburg, MS





City of Hattiesburg, MS

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

Master

File Number: 2018-821

File ID: 2018-821

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Approve closeout of the Comprehensive Water Improvements Phase IV - Miscellaneous Connections project.

Final Action: 10/02/2018

Minute Book Number: MB 2018-243-244

Title:

Approve Supplemental Agreement No. 2 with C. B. Developers adjusting quantities to actual final quantities for the Comprehensive Water Improvements Phase IV - Miscellaneous Connections Project; Authorize Mayor to execute Supplemental Agreement No. 2 in triplicate; Acknowledge receipt of As-Built plans for said project; Approve Final Acceptance of said project; Authorize advertisement of Notice of Final Settlement of contract for said project.

Notes: Please return 2 original executed Supplemental Agreements to Engineering

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-13

Sponsors:

Enactment Date:

Attachments: 1273W009_Closeout Documents, Supplemental Agreement No. 2, CB Developers Pay Application No. 4 & Final, Notice of Final Settlement-Water Ph IV, 1273-W009_As Built- Water Improvments Phase IV, Executed - Supplemental Agreement No. 2 with C.B. Developers for the Comprehensive Water Improvements Phase IV

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Supplemental Agreement No. 2 with C. B. Developers adjusting quantities to actual final quantities for the Comprehensive Water Improvements Phase IV - Miscellaneous Connections Project; Authorize Mayor to execute Supplemental Agreement No. 2 in triplicate; Acknowledge receipt of As-Built plans for said project; Approve Final Acceptance of said project; Authorize advertisement of Notice of Final Settlement of contract for said project.

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

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

Nays: 0

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

Text of Legislative File 2018-821

Title

Approve Supplemental Agreement No. 2 with C. B. Developers adjusting quantities to actual final quantities for the Comprehensive Water Improvements Phase IV - Miscellaneous Connections Project; Authorize Mayor to execute Supplemental Agreement No. 2 in triplicate; Acknowledge receipt of As-Built plans for said project; Approve Final Acceptance of said project; Authorize advertisement of Notice of Final Settlement of contract for said project.

Summary

Approve closeout of the Comprehensive Water Improvements Phase IV - Miscellaneous Connections project.

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

Bond No. SU 1143308

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

PROJECT:

(Name and address)

Comprehensive Water Improvements Phase IV- Miscellaneous Connections

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company

Harborside 3, 210 Hudson Street Suite 300

Jersey City, NJ 07311-1107

, SURETY,

on bond of

(Insert name and address of Contractor)

C.B. Developers, Inc.

1716 Evelyn Gandy Parkway, Suite 40

Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

as set forth in said Surety's bond.



IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 24, 2018

(Insert in writing the month followed by the numeric date and year.)

Arch Insurance Company

(Surety)

By:

(Signature of authorized representative)

Brody Eric Buckley

Attorney-in-Fact

(Printed name and title)

Resident MS Agent Fisher Brown Bottrell Insurance, Inc.

Attest:

(Seal):

Wes Price

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1143308

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

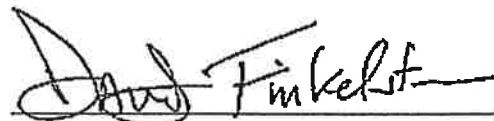
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of April, 2018.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

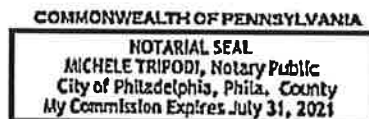



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 24, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of April, 2018.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Comprehensive Water Improvements

Phase IV-Miscellaneous

Connections

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Same as Below

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

CONTRACT DATED: 01/12/2017

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*

C.B. Developers, Inc.

1716 Evelyn Gandy Pkwy, Suite 40

Hattiesburg, MS 39401

BY:

(Signature of authorized representative)

Mack Lister, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

8/16/18

Notary Public:

Audrey Courtney

My Commission Expires:

10/30/2021

CAUTION: You should sign an original AIA Contract Document in which this text appears in RED. An original assures that changes will not be obscured.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

June 22, 2018

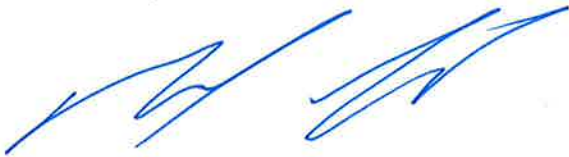
Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase IV – Misc Connections
City of Hattiesburg, MS

Gentlemen:

We would like to request substantial completion on the above project starting on the 22th day of June 2018. The project is able to be used for its intended use.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

June 22, 2018

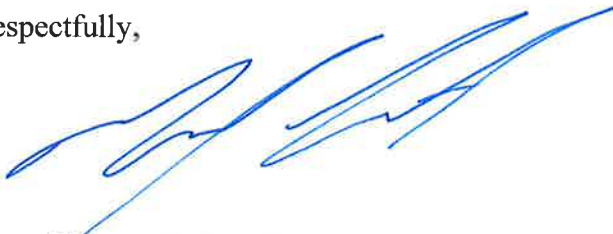
Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase IV – Misc Connections
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning June 22, 2018 and ending June 22, 2019. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV –
MISCELLANEOUS CONNECTIONS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2 - FINAL

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C.B. Developers, Inc. Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 12th Day of January, 2017 for the Comprehensive Water Improvements Phase IV – Miscellaneous Connections.

WHEREAS: This agreement includes the modification of contract quantities to reflect the work completed by C.B. Developers, Inc. All original quantities shall be revised to match the final quantities listed in the attached list of Overruns and Underruns.

**Original Contract Price = \$271,676.78
Revised per Supplemental Agreement # 1 = \$4,883.00
Revised per Supplemental Agreement #2 = (\$16,909.70)

Revised Contract Amount = \$259,650.08**

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, C.B. Developers, Inc. Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 13th day of August, 2018

C.B. Developers, Inc.

By: _____

Contractor

Witness: _____

Arch Insurance Company

By: _____

Surety

Witness: _____

Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

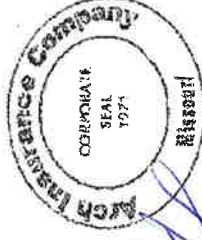
Wes Price/Witness

City of Hattiesburg

By: _____

Owner

Witness: _____



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amanda Jean Charfauros, Brody Eric Buckley, Jason S. Hollis, Jerry G. Veazey, Jr., Jim A. Armstrong, Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Jackson, MS (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations in the penal sum not exceeding
Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds. In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

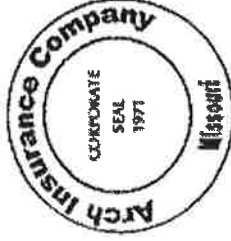
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of May, 2018.

Attested and Certified

Arch Insurance Company



Patrick K. Nails
Patrick K. Nails, Secretary

David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 29, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

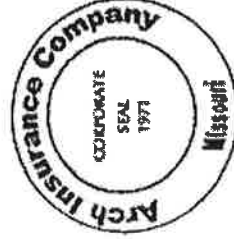
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this day of AUG 13 2018, 20 .

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



00ML0013 00 03 03

Page 2 of 2

Printed in U.S.A.

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 1 – Old Highway 42 By Pass								
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	580	555		25	\$34.01	\$ -	\$ 850.25
Original Quantity Reduced Per Supplemental Agreement No. 1 and Further Decreased Due to Field Determination									
2	Connection: Proposed 8" Water Line to Existing 8" Water Line	Each	2	2			\$2,412.69	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	1	1			\$1,070.88	\$ -	\$ -
No Change									
4	2" Service Tap	Each	4	1		3	\$725.03	\$ -	\$ 2,175.09
Per Supplemental Agreement No. 1									
5	Concrete Pavement Repair (All Depths)	SY	0	0			\$58.75	\$ -	\$ -
Item Removed From Site 1 Per Supplemental Agreement No. 1									
6	Asphalt Pavement Repair (All Depths)	SY	0	28.44	28.44		\$72.86	\$ 2,072.14	
Original Quantity Removed Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
7	Concrete Curb & Gutter Repair (All Types)	LF	0	0			\$82.26	\$ -	\$ -
Item Removed From Site 1 Per Supplemental Agreement No. 1									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8	Temporary Erosion Control	LS	1	1			\$3,525.26	\$ -	\$ -
No Change									
9	Grassing	LS	1	1			\$2,056.40	\$ -	\$ -
No Change									
10	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
11	Maintenance of Traffic	LS	1	1			\$3,525.26	\$ -	\$ -
No Change									
12	10" SDR-11 HDPE (Bored)(Concrete, Asphalt, and Concrete Curb & Gutter)		1	1			\$33,508.35	\$ -	\$ -
Item Added Per Supplemental Agreement No. 1									
	Site 2 – Old Highway 42 By Pass							\$ -	\$ -
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	500	485		15	\$54.62	\$ -	\$ 819.30
Decrease due to field determination.									
2	Connection: Proposed 12" Water Line to Existing 12" Gate Line	Each	2	2			\$1,205.98	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
3	12" Gate Valve	Each	2	1		1	\$1,971.80	\$ -	\$ 1,971.80
Decrease due to field determination									
4	Driveway Repair (Class 4, Group B), LVM	CY	35	35			\$55.23	\$ -	\$ -
No Change									
5	Trench Repair, Select Fill (Class 9 , Group C), LVM	CY	60	60			\$13.51	\$ -	\$ -
No Change									
6	Asphalt Pavement Repair (All Depths)	SY	30	0		30	\$99.88	\$ -	\$ 2,996.40
Decrease due to field determination									
7	Temporary Erosion Control	LS	1	1			\$587.54	\$ -	\$ -
No Change									
8	Grassing	LS	1	1			\$381.90	\$ -	\$ -
No Change									
9	Mobilization	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
10	Maintenance of Traffic	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 3 – Old Highway 42 By Pass							\$ -	\$ -
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	240	260	20		\$55.44	\$ 1,108.80	\$ -
Increase due to field determination									
2	20" Steel Casing (Open Cut)	LF	100	100			\$86.55	\$ -	\$ -
No Change									
3	Connection: Proposed 12" Water Line to Existing Water Line	Each	2	3	1		\$2,323.15	\$ 2,323.15	\$ -
Increase due to field determination									
4	12" Gate Valve	Each	2	0		2	\$1,971.80	\$ -	\$ 3,943.60
Decrease due to field determination									
5	12" Insert-A-Valve	Each	1	0		1	\$15,041.13	\$ -	\$ 15,041.13
Decrease due to field determination									
6	Rip Rap (Size 300)	SY	20	0		20	\$49.94	\$ -	\$ 998.80
Decrease due to field determination									
7	Asphalt Pavement Repair (All Depths)	SY	30	77.5	47.5		\$99.88	\$ 4,744.30	\$ -
Increase due to field determination									
8	Concrete Curb & Gutter Repair	LF	10	0		10	\$82.26	\$ -	\$ 822.60
Decrease due to field determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
9	Temporary Erosion Control	LS	1	1			\$587.54	\$ -	\$ -
No Change									
10	Grassing	LS	1	1			\$381.90	\$ -	\$ -
No Change									
11	Mobilization	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
12	Maintenance of Traffic	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
	Site 4 – Walnut Street							\$ -	\$ -
1	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	220		10	\$36.96	\$ -	\$ 369.60
Decrease due to field determination									
2	Connection: Proposed 6" Water Line to Existing 4" Water Line	Each	2	2			\$2,277.32	\$ -	\$ -
No Change									
3	6" Gate Valve	Each	2	1		1	\$815.51	\$ -	\$ 815.51
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	30.8	10.8		\$99.88	\$ 1,078.70	\$ -
Increase due to field determination									

OVERRUNS UNDERRUNS
 PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
 CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
8	Maintenance of Traffic	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
9	6"x3/4" Service Reconnect (Curb, Corp, Saddle, Bod)		2	5	3		\$472.00	\$ 1,416.00	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
10	3/4" Service Tube		130	135	5		\$11.98	\$ 59.90	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	Concrete Pavement Repair (All Depths)		0	6	6		\$58.75	\$ 352.50	\$ -
Item Added to Site 4 Per Supplemental Agreement No. 1									
12	Concrete Curb and Gutter (All Types)		0	3	3		\$82.26	\$ 246.78	\$ -
Item Added to Site 4 Per Supplemental Agreement No. 1									
	Site 5 – Katie Avenue							\$ -	\$ -
1	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	200		30	\$36.96	\$ -	\$ 1,108.80
Decrease due to field determination									
2	Connection: Proposed 6" Water Line to Existing 4" Water Line	Each	2	2			\$2,042.30	\$ -	\$ -
No Change									
3	6" Gate Valve	Each	2	1		1	\$815.51	\$ -	\$ 815.51
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	33	13		\$99.88	\$ 1,298.44	\$ -
Increase due to field determination									
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
8	Maintenance of Traffic	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
	Site 6 - Arledge Street							\$ -	\$ -
1	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	220		10	\$49.71	\$ -	\$ 497.10
Decrease due to field determination									
2	Connection: Proposed 8" Water Line to Existing 6" Water Line	Each	2	2			\$2,457.11	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	2	1		1	\$1,101.06	\$ -	\$ 1,101.06
Decrease due to field determination									
4	2" Service Tap	Each	1	0		1	\$725.03	\$ -	\$ 725.03
Decrease due to field determination									
5	Asphalt Pavement Repair (All Depths)	SY	20	28.2	8.2		\$99.88	\$ 819.02	\$ -
Increase due to field determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
6	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
8	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
9	Maintenance of Traffic	LS	1	1			\$2,056.40	\$ -	\$ -
No Change									
10	6"x3/4" Service Reconnect (Curb, Corp, Saddle, Bod)		2	6	4		\$472.00	\$ 1,888.00	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
11	3/4" Service Tube		120	190	70		\$11.98	\$ 838.60	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 7 – Edwards Street							\$ -	\$ -
1	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	260	240		20	\$49.55	\$ -	\$ 991.00
Decrease due to field determination									
2	Connection: Proposed 8" Water Line to Existing Water Line	Each	2	2			\$2,457.11	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	2	1		1	\$1,101.06	\$ -	\$ 1,101.06
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	39.9	19.9		\$99.88	\$ 1,987.61	\$ -
Increase due to field determination									
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8	Maintenance of Traffic	LS	1	1			\$4,112.81	\$ -	\$ -
No Change									
	TOTAL SITES 1-7						\$28,512.11		

\$ 20,233.940 \$ 37,143.64

PROJECT DECREASE \$ (16,909.70)

Original Contract Amount \$ 271,676.78
Underrun \$ (16,909.70)
Supplemental Agreement No. 1 \$ 4,883.00
Final Contract Amount \$ 259,650.08

Contractor's Application for Payment No. 4 & Final

		Application Period: Beginning: 12/21/2017 Ending: 2/19/2018	Application Date: 26-Apr-18
To (Owner): City of Hattiesburg		From (Contractor): C. B. Developers, Inc.	Via (Engineer): Shows, Dearman & Waits
Project: Comprehensive Water Improvements-Phase 4		Contract:	
Owner's Contract No.: Not Applicable		Contractor's Project No.: 668	Engineer's Project No.:

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
SA-1	\$ 38,391.35	\$ 33,508.35
SA-2		\$ 16,909.70
TOTALS	\$ 38,391.35	\$ 50,418.05
NET CHANGE BY CHANGE ORDERS	\$ (12,026.70)	

CONTRACTOR'S CERTIFICATION

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

By:  Date: 8/27/2018

1. ORIGINAL CONTRACT PRICE	\$	271,676.78
2. Net change by Change Orders	\$	(12,026.70)
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	259,650.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	259,650.08
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	-
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	259,650.08
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	259,650.08
8. AMOUNT DUE THIS APPLICATION	\$	-
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	-

Payment of:

\$0.00

(Line 8 or other - attach explanation of other amount)

Is recommended by:


(Engineer)

9-18-18

(Date)

Payment of:

\$0.00

(Line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements-Phase 4			8/5/2017	12/20/2017	Application Number: 3 & Final					
Application Period:		12/21/2017	TO	2/19/2018	Application Date: 26-Apr-18						
	A	Bld	Quantity	Unit Price	B	C	D	E	F	G	
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SITE 1-OLD HIGHWAY 42 BYPASS										
	WATER PIPE ITEMS										
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		580.0	\$ 34.01	\$ 19,725.80	555	\$ 18,875.55		\$ 18,875.55	96%	\$ 850.25
	CONNECTION ITEMS										
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" WATER LINE		2.0	\$ 2,412.69	\$ 4,825.38	2	\$ 4,825.38		\$ 4,825.38	100%	\$ -
3	8" GATE VALVE		1.0	\$ 1,070.88	\$ 1,070.88	1	\$ 1,070.88		\$ 1,070.88	100%	\$ -
4	2" SERVICE TAP		4.0	\$ 725.03	\$ 2,900.12	1	\$ 725.03		\$ 725.03	25%	\$ 2,175.09
	MISCELLANEOUS CONSTRUCTION ITEMS										
5	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)			\$ 58.75	\$ -	-	\$ -		\$ -	#DIV/0!	\$ -
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)			\$ 72.86	\$ -	28.44	\$ 2,072.14		\$ 2,072.14	#DIV/0!	\$ (2,072.14)
7	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)			\$ 82.26	\$ -	-	\$ -		\$ -	#DIV/0!	\$ -
8	TEMPORARY EROSION CONTROL		1.0	\$ 3,525.26	\$ 3,525.26	1	\$ 3,525.26		\$ 3,525.26	100%	\$ -
9	GRASSING		1.0	\$ 2,056.40	\$ 2,056.40	1	\$ 2,056.40		\$ 2,056.40	100%	\$ -
10	MOBILIZATION		1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
11	MAINTENANCE OF TRAFFIC		1.0	\$ 3,525.26	\$ 3,525.26	1	\$ 3,525.26		\$ 3,525.26	100%	\$ -
12	10" SDR-11 HDPE (BORED) (CONCRETE, ASPHALT, AND CONCRETE)		1.0	\$ 33,508.35	\$ 33,508.35	1	\$ 33,508.35		\$ 33,508.35	100%	\$ -
	SITE 2-OLD HIGHWAY 42 BYPASS										
	WATER PIPE ITEMS										
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		500.0	\$ 54.62	\$ 27,310.00	485	\$ 26,490.70		\$ 26,490.70	97%	\$ 819.30
	CONNECTION ITEMS										
2	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" WATER LINE		2.0	\$ 1,205.98	\$ 2,411.96	2	\$ 2,411.96		\$ 2,411.96	100%	\$ -
3	12" GATE VALVE		2.0	\$ 1,971.80	\$ 3,943.60	1	\$ 1,971.80		\$ 1,971.80	50%	\$ 1,971.80
	MISCELLANEOUS CONSTRUCTION ITEMS										
4	DRIVEWAY REPAIR (CLASS 4, GROUP B), LVM		35.0	\$ 55.23	\$ 1,933.05	35	\$ 1,933.05		\$ 1,933.05	100%	\$ -
5	TRENCH REPAIR, SELECT FILL (CLASS 9, GROUP C), LVM		60.0	\$ 13.51	\$ 810.60	60	\$ 810.60		\$ 810.60	100%	\$ -
	TOTALS				\$ 110,484.38		\$ 106,740.08		\$ 106,740.08		\$ 3,744.30

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract): Comprehensive Water Improvements-Phase 4				Application Number: 3 & Final						
Application Period: 12/23/2017 TO 2/19/2018				Application Date: 28-Apr-18						
	A	Bid Quantity	Unit Price	B	C	D	E	F	G	
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 110,484.38		\$ 106,740.08		\$ 106,740.08		\$ 3,744.30
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	30.0	\$ 99.88	\$ 2,996.40	-	\$ -		\$ -		\$ 2,996.40
7	TEMPORARY EROSION CONTROL	1.0	\$ 587.54	\$ 587.54	1	\$ 587.54		\$ 587.54	100%	\$ -
8	GRASSING	1.0	\$ 381.90	\$ 381.90	1	\$ 381.90		\$ 381.90	100%	\$ -
9	MOBILIZATION	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
10	MAINTENANCE OF TRAFFIC	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
	SITE 3-OLD HIGHWAY 42 BYPASS									
	WATER PIPE ITEMS									
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	240.0	\$ 55.44	\$ 13,305.60	260	\$ 14,414.40		\$ 14,414.40	108%	\$ (1,108.80)
2	20" STEEL CASING (OPEN CUT)	100.0	\$ 86.55	\$ 8,655.00	100	\$ 8,655.00		\$ 8,655.00	100%	\$ -
	CONNECTION ITEMS									
3	CONNECTION: PROPOSED 12" WATER LINE OT EXISTING 12" W	2.0	\$ 2,323.15	\$ 4,646.30	3	\$ 6,969.45		\$ 6,969.45	150%	\$ (2,323.15)
4	12" GATE VALVE	2.0	\$ 1,971.80	\$ 3,943.60	-	\$ -		\$ -		\$ 3,943.60
5	12" INSERT-A-VALVE	1.0	\$ 15,041.13	\$ 15,041.13	-	\$ -		\$ -		\$ 15,041.13
	MISCELLANEOUS CONSTRUCTION ITEMS									
6	RIP RAP (SIZE 300)	20.0	\$ 49.94	\$ 998.80	-	\$ -		\$ -		\$ 998.80
7	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	30.0	\$ 99.88	\$ 2,996.40	77.50	\$ 7,740.70		\$ 7,740.70	258%	\$ (4,744.30)
8	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)	10.0	\$ 82.26	\$ 822.60	-	\$ -		\$ -		\$ 822.60
9	TEMPORARY EROSION CONTROL	1.0	\$ 587.54	\$ 587.54	1	\$ 587.54		\$ 587.54	100%	\$ -
10	GRASSING	1.0	\$ 381.90	\$ 381.90	1	\$ 381.90		\$ 381.90	100%	\$ -
11	MOBILIZATION	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
12	MAINTENANCE OF TRAFFIC	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
	SITE 4-WALNUT STREET									
	WATER PIPE ITEMS									
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL	230.0	\$ 36.96	\$ 8,500.80	220	\$ 8,131.20		\$ 8,131.20	96%	\$ 369.60
	CONNECTION ITEMS									
	TOTALS			\$ 181,380.41		\$ 161,640.23		\$ 161,640.23		\$ 19,740.18

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Progress Estimate

Contractor's Application

For (contract): Comprehensive Water Improvements-Phase 4				Application Number: 3 & Final						
Application Period: 12/21/2017 TO 2/19/2018				Application Date: 26-Apr-18						
	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 181,380.41		\$ 161,640.23		\$ 161,640.23		\$ 19,740.18
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER	2.0	\$ 2,277.32	\$ 4,554.64	2	\$ 4,554.64		\$ 4,554.64	100%	\$ -
3	6" GATE VALVE	2.0	\$ 815.51	\$ 1,631.02	1	\$ 815.51		\$ 815.51	50%	\$ 815.51
	MISCELLANEOUS CONSTRUCTION ITEMS		\$ -	\$ -		\$ -		\$ -		\$ -
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$ 1,997.60	30.8	\$ 3,076.30		\$ 3,076.30	154%	\$ (1,078.70)
5	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
6	GRASSING	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
7	MOBILIZATION	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
8	MAINTENANCE OF TRAFFIC	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
9	6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX)	2.0	\$ 472.00	\$ 944.00	5	\$ 2,360.00		\$ 2,360.00	250%	\$ (1,416.00)
10	3/4" SERVICE TUBING	130.0	\$ 11.98	\$ 1,557.40	135	\$ 1,617.30		\$ 1,617.30	104%	\$ (59.90)
11	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		\$ 58.75	\$ -	6	\$ 352.50		\$ 352.50		\$ (352.50)
12	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)		\$ 82.26	\$ -	3	\$ 246.78		\$ 246.78		\$ (246.78)
	SITE 5-KATIE AVENUE		\$ -	\$ -		\$ -		\$ -		\$ -
	WATER PIPE ITEMS		\$ -	\$ -		\$ -		\$ -		\$ -
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL	230.0	\$ 36.96	\$ 8,500.80	200	\$ 7,392.00		\$ 7,392.00	87%	\$ 1,108.80
	CONNECTION ITEMS		\$ -	\$ -		\$ -		\$ -		\$ -
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER	2.0	\$ 2,042.30	\$ 4,084.60	2	\$ 4,084.60		\$ 4,084.60	100%	\$ -
3	6" GATE VALVE	2.0	\$ 815.51	\$ 1,631.02	1	\$ 815.51		\$ 815.51	50%	\$ 815.51
	MISCELLANEOUS CONSTRUCTION ITEMS		\$ -	\$ -		\$ -		\$ -		\$ -
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$ 1,997.60	33	\$ 3,296.04		\$ 3,296.04	165%	\$ (1,298.44)
5	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
6	GRASSING	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
7	MOBILIZATION	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
8	MAINTENANCE OF TRAFFIC	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
	SITE 6-ARLEDGE STREET		\$ -	\$ -		\$ -		\$ -		\$ -
	TOTALS			\$ 218,859.60		\$ 200,831.92		\$ 200,831.92		\$ 18,027.68

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Progress Estimate

Contractor's Application

For (contract): Comprehensive Water Improvements-Phase 4				Application Number: 3 & Final						
Application Period: 12/21/2017 TO 2/19/2018				Application Date: 26-Apr-18						
	A	Bid Quantity	Unit Price	B	C	D	E	F	G	H
Pay Item	Item-Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 218,859.60		\$ 200,831.92		\$ 200,831.92		\$ 18,027.68
	WATER PIPE ITEMS			\$ -		\$ -		\$ -		\$ -
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL	230.0	\$ 49.71	\$ 11,433.30	220	\$ 10,936.20		\$ 10,936.20	96%	\$ 497.10
	CONNECTION ITEMS			\$ -		\$ -		\$ -		\$ -
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 6" WATER	2.0	\$ 2,457.11	\$ 4,914.22	2	\$ 4,914.22		\$ 4,914.22	100%	\$ -
3	8" GATE VALVE	2.0	\$ 1,101.06	\$ 2,202.12	1	\$ 1,101.06		\$ 1,101.06	50%	\$ 1,101.06
4	2" SERVICE TAP	1.0	\$ 725.03	\$ 725.03	-	\$ -		\$ -		\$ 725.03
	MISCELLANEOUS CONSTRUCTION ITEMS			\$ -		\$ -		\$ -		\$ -
5	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$ 1,997.60	28.2	\$ 2,816.62		\$ 2,816.62	141%	\$ (819.02)
6	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
7	GRASSING	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
8	MOBILIZATION	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
9	MAINTENANCE OF TRAFFIC	1.0	\$ 2,056.40	\$ 2,056.40	1	\$ 2,056.40		\$ 2,056.40	100%	\$ -
10	6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX)	2.0	\$ 472.00	\$ 944.00	6	\$ 2,832.00		\$ 2,832.00	300%	\$ (1,888.00)
11	3/4" SERVICE TUBING	120.0	\$ 11.98	\$ 1,437.60	190	\$ 2,276.20		\$ 2,276.20	158%	\$ (838.60)
	SITE 7-EDWARDS STREET			\$ -		\$ -		\$ -		\$ -
	WATER PIPE ITEMS			\$ -		\$ -		\$ -		\$ -
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL	260.0	\$ 49.55	\$ 12,883.00	240	\$ 11,892.00		\$ 11,892.00	92%	\$ 991.00
	CONNECTION ITEMS			\$ -		\$ -		\$ -		\$ -
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING WATER	2.0	\$ 2,457.11	\$ 4,914.22	2	\$ 4,914.22		\$ 4,914.22	100%	\$ -
3	8" GATE VALVE	2.0	\$ 1,101.06	\$ 2,202.12	1	\$ 1,101.06		\$ 1,101.06	50%	\$ 1,101.06
	MISCELLANEOUS CONSTRUCTION ITEMS			\$ -		\$ -		\$ -		\$ -
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$ 1,997.60	39.9	\$ 3,985.21		\$ 3,985.21	200%	\$ (1,987.61)
5	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
6	GRASSING	1.0	\$ 1.18	\$ 1.18	1	\$ 1.18		\$ 1.18	100%	\$ -
7	MOBILIZATION	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -
	TOTALS			\$ 272,446.97		\$ 255,537.27		\$ 255,537.27		\$ 16,909.70

EJCOC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

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EJCDC No. C-620 (2002 Edition)

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Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1-OLD HIGHWAY 42 BYPASS											
	WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	555										555
	CONNECTION ITEMS											
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" WATER LINE	2										2
3	8" GATE VALVE	1										1
4	2" SERVICE TAP	1										1
	MISCELLANEOUS CONSTRUCTION ITEMS											
5	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		28.44									28.44
7	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)											
8	TEMPORARY EROSION CONTROL	1										1
9	GRASSING	1										1
10	MOBILIZATION	1										1
11	MAINTENANCE OF TRAFFIC	1										1
12	10" SDR-11 HDPE (BORED) (CONCRETE, ASPHALT, AND CONCRETE CURB & GUTTER)	1										1
	SITE 2-OLD HIGHWAY 42 BYPASS											
	WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	485										485
	CONNECTION ITEMS											
2	CONNECTION: PROPOSED 12" WATER LINE TO EXISTING 12" GATE LINE	2										2
3	12" GATE VALVE	1										1
	MISCELLANEOUS CONSTRUCTION ITEMS											
4	DRIVEWAY REPAIR (CLASS 4, GROUP B), LVM	35										35
5	TRENCH REPAIR, SELECT FILL (CLASS 9, GROUP C), LVM	60										60

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)											
7	TEMPORARY EROSION CONTROL	1										1
8	GRASSING	1										1
9	MOBILIZATION	1										1
10	MAINTENANCE OF TRAFFIC	1										1
	SITE 3-OLD HIGHWAY 42 BYPASS											
	WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260										260
2	20" STEEL CASING (OPEN CUT)	100										100
	CONNECTION ITEMS											
3	CONNECTION: PROPOSED 12" WATER LINE OF EXISTING 12" WATER LINE	3										3
4	12" GATE VALVE											
5	12" INSERT-A-VALVE											
	MISCELLANEOUS CONSTRUCTION ITEMS											
6	RIP RAP (SIZE 300)											
7	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		77.5									77.5
8	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)											
9	TEMPORARY EROSION CONTROL	1										1
10	GRASSING	1										1
11	MOBILIZATION	1										1
12	MAINTENANCE OF TRAFFIC	1										1
	SITE 4-WALNUT STREET											
	WATER PIPE ITEMS											
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL ADAPTER FITTINGS)	220										220
	CONNECTION ITEMS											

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER LINE	2										2
3	6" GATE VALVE	1										1
	MISCELLANEOUS CONSTRUCTION ITEMS											
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		30.8									30.8
5	TEMPORARY EROSION CONTROL		1									1
6	GRASSING	1										1
7	MOBILIZATION	1										1
8	MAINTENANCE OF TRAFFIC	1										1
9	6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX)	5										5
10	3/4" SERVICE TUBING	135										135
11	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		6									6
12	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)		3									3
	SITE 5-KATIE AVENUE											
	WATER PIPE ITEMS											
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL. ADAPTER FITTINGS)	200										200
	CONNECTION ITEMS											
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER LINE	2										2
3	6" GATE VALVE	1										1
	MISCELLANEOUS CONSTRUCTION ITEMS											
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		33									33
5	TEMPORARY EROSION CONTROL	1										1
6	GRASSING	1										1
7	MOBILIZATION	1										1
8	MAINTENANCE OF TRAFFIC	1										1
	SITE 6-ARLEDGE STREET											

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER PIPE ITEMS											
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL ADAPTER FITTINGS)	220										220
	CONNECTION ITEMS											
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 6" WATER LINE	2										2
3	8" GATE VALVE	1										1
4	2" SERVICE TAP											
	MISCELLANEOUS CONSTRUCTION ITEMS											
5	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		28.2									28.2
6	TEMPORARY EROSION CONTROL	1										1
7	GRASSING	1										1
8	MOBILIZATION	1										1
9	MAINTENANCE OF TRAFFIC	1										1
10	6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX)	6										6
11	3/4" SERVICE TUBING	190										190
	SITE 7-EDWARDS STREET											
	WATER PIPE ITEMS											
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL ADAPTER FITTINGS)	240										240
	CONNECTION ITEMS											
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING WATER LINE	2										2
3	8" GATE VALVE	1										1
	MISCELLANEOUS CONSTRUCTION ITEMS											
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		39.9									39.9
5	TEMPORARY EROSION CONTROL	1										1
6	GRASSING	1										1
7	MOBILIZATION	1										1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
8	MAINTENANCE OF TRAFFIC	1										1

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and C. B. Developers, Inc. dated December 12, 2017, for the Comprehensive Water Improvements Phase IV – Miscellaneous Connections project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 2nd day of October, 2018,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) Thursday, October 11, 2018
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6386 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

PEARL RIVER VALLEY
ELECTRIC POWER ASSN.
6803 U.S. HIGHWAY 98
HATTIEBURG, MS 39402
(601) 264-2458

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

ARNOLD LINE WATER ASSN., INC.
4901 W 4TH ST.
HATTIESBURG, MS 39402
(601) 264-7111

CONSTRUCTION PLANS

FOR

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI



Know what's below.
Call before you dig.

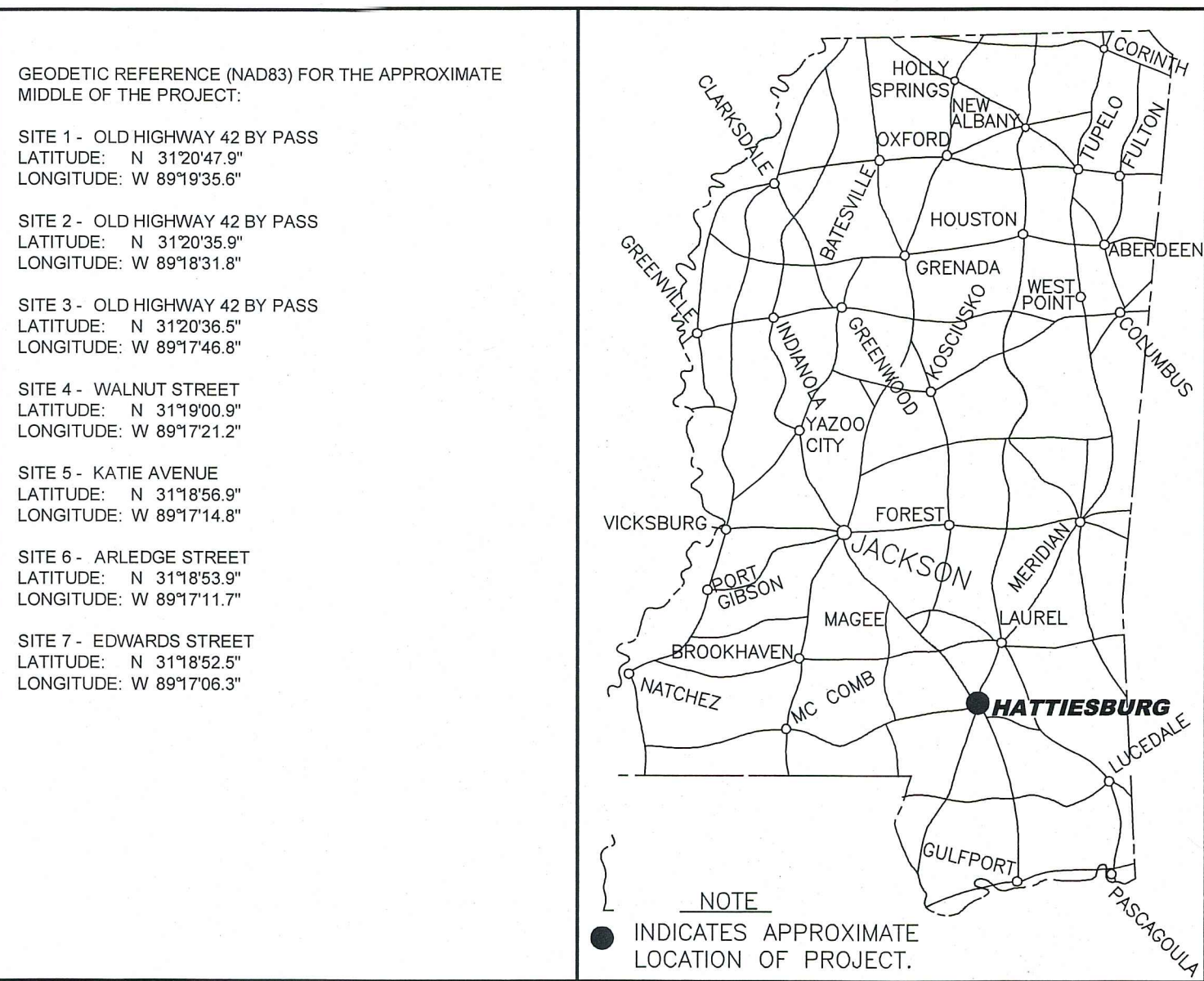
MS 811 LOCATE REQUESTS:

TICKET No. 1 - 16021915171009
TICKET No. 2 - 16021914560963
TICKET No. 3 - 16021609040291
TICKET No. 4 - 16021608440248
TICKET No. 5 - 16021607520130
TICKET No. 6 - 16021607130046
TICKET No. 7 - 16021915571147

SPECIAL UTILITY NOTES:

- 1. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- 2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

NOVEMBER 2016



DETAILED SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	GENERAL NOTES
4	SITE 1 - OLD HIGHWAY 42 SITE PLAN
5	SITE 1 - OLD HIGHWAY 42 SITE PLAN
6	SITE 2 - OLD HIGHWAY 42 SITE PLAN
7	SITE 3 - OLD HIGHWAY 42 SITE PLAN
8	SITE 4 - WALNUT STREET SITE PLAN
9	SITE 5 - KATIE AVENUE SITE PLAN
10	SITE 6 - ARLEDGE STREET SITE PLAN
11	SITE 7 - EDWARDS STREET SITE PLAN
12	WATER INSTALLATION DETAILS
13	WATER INSTALLATION DETAILS
14	VEGETATION SCHEDULE
15	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
16	DETAILS OF SEDIMENT BARRIER APPLICATIONS
17	DETAILS OF SILT FENCE INSTALLATION
18	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
19	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
20	TRAFFIC CONTROL PLAN WITH FLAGGER

AS BUILT

MAYOR

Johnny DuFree, Ph.D.

COUNCIL PERSONS

Cartor Carroll, President
Mary Dryden, Vice President
Kim Bradley
Deborah Denard Delgado
Henry Naylor

DIRECTOR OF ENGINEERING

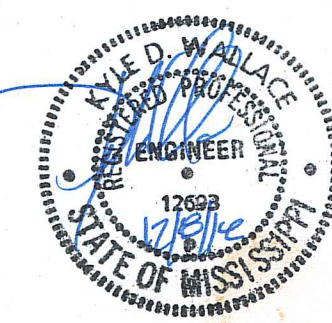
Lamar Rutland, P.E.

PREPARED BY:

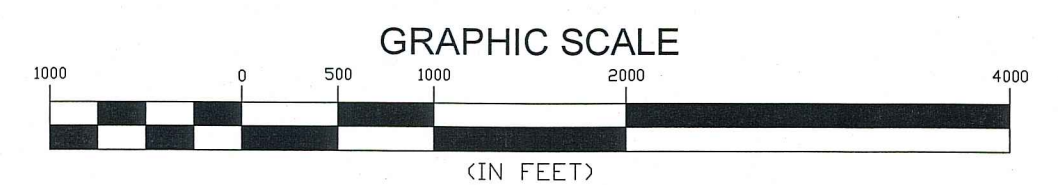


Engineering Progress

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



Sheet No. 1
Drawing No.: 1273-W009



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 10-04-2016		Scale: AS NOTED	
Drawing No.: 1273-W009		Sheet No. 2	

GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2. UNLESS OTHERWISE NOTED, THE SPECIFICATIONS FOR THIS PROJECT SHALL BE THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
3. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
4. 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.
5. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS WHICH ARE DAMAGED SHALL BE REPAIRED SOLEY AT THE CONTRACTORS' EXPENSE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
7. THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION DRAWINGS OF THE PROJECT ON THE JOB SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS AND OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
8. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
12. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION, PROTECTION, AND VERIFICATION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO THE BEGINNING OF CONSTRUCTION.
13. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED WITH THE CONTRACTOR. UTILITY OWNER AND ENGINEER.
14. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION.
15. ANY DISTURBANCE TO EXISTING STREETS AND DRIVEWAYS SHALL BE REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
16. ALL GRAVEL DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
17. PAVED ROADS SHALL BE BORED WITH CASING WHERE NOTED ON THE PLANS. OTHERWISE PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED.
18. ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
19. ALL PAVED SURFACES IMPACTED BY THE OPEN TRENCHING FOR THE PURPOSED WATER LINES SHALL BE SAW CUT FULL DEPTH PRIOR TO REMOVAL. PRIOR TO REPLACEMENT OF PAVED SURFACES, ALL BROKEN PAVEMENT IN THE WORK AREA SHALL BE REMOVED AND DISPOSED OF AT A SITE SUITABLE TO RECEIVE SUCH DEBRIS, AND ALL BROKEN EDGES SHALL BE SAW CUT TO CREATE A SMOOTH AND CLEAN EDGE TO TIE TO. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT AND DISPOSAL)
20. ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, EXCEPT AS NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
21. ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLAN SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #XXX" (WHERE "XXX" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY). ACCEPTABLE FIRE HYDRANTS SHALL BE M&H, MUELLER AND AMERICAN DARLING. ALL FIRE HYDRANTS INSTALL ON MDOT RIGHT OF WAY SHALL BE INSTALLED WITH 7FT TALL FIBERGLASS, REFLECTIVE, MULTI COLORED (RED & WHITE) VERTICAL MARKING POLE MOUNTED ON A SPRING BASE.
22. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
23. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
24. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
25. CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION UNLESS DIRECTED OTHERWISE. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
26. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
27. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
28. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
29. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WELL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
30. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
31. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
32. ALL WATER MAINS SHALL BE DUCTILE IRON, CLASS 350 AS NOTED IN THE PLANS, UNLESS OTHERWISE NOTED.
33. ALL FITTINGS AND VALVES SHALL BE CAST IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS SHALL BE ABSORBED ITEMS.
34. ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALL BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
35. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
36. BENDS SHALL INCLUDE MECHANICAL JOINT PIPE WITH MEGA LUG FITTINGS.
37. PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
38. WORK 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. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING 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 BID PRICE FOR CONTRACT ITEMS.
39. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
40. ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
41. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
42. ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
43. ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
44. ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
45. ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER.
46. THE CONTRACTOR SHALL UTILIZE EROSION CONTROL DEVICES REFERENCED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATER OF THE U.S. DURING CONSTRUCTION.
47. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
48. UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE, SERVICE SHALL INCLUDE (BUT MANY NOT BE LIMITED TO) SADDLE, CORPORATION STOP, SERVICE LINE OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS, SERVICE RECONNECTION SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS, NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINOUS PIPE FROM THE WATER MAIN TO THE METER, SPLICES SHALL NOT BE ALLOWED, SERVICE LINE BORES SHALL BE PAID SEPARATELY. METERS SHALL BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METER SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER.

ABBREVIATION LEGEND:

- & - AND
- APPURT - APPURTENANCES
- ASPLT - ASPHALT
- AVE - AVENUE
- BLDG - BUILDING
- CON. - CONNECTION
- CONC - CONCRETE
- CMP - CORRUGATED METAL PIPE
- CPP - CORRUGATED PLASTIC PIPE
- DIA - DIAMETER
- DRV - DRIVE
- DI - DUCTILE IRON
- EXIST - EXISTING
- FL - FLOW LINE
- GRVL - GRAVEL
- HDPE - HIGH DENSITY POLYETHYLENE PIPE
- HYD - HYDRANT
- LVM - LOOSE VOLUME MEASURE
- MECH. - MECHANICAL
- No. - NUMBER
- PIV - POST INDICATOR VALVE
- PVC - POLYVINYL CHLORIDE PIPE
- ℙ - PROPERTY LINE
- RCAP - REINFORCED CONCRETE ARCHED PIPE
- RCP - REINFORCED CONCRETE PIPE
- REQ'D - REQUIRED
- RDW - RIGHT OF WAY
- SAN - SANITARY
- SDR - STANDARD DIAMETER RATIO
- SPECS - SPECIFICATIONS
- SS - STAINLESS STEEL
- ST - STREET
- SWR - SEWER
- TYP - TYPICAL
- W/ - WITH
- W/O - WITHOUT

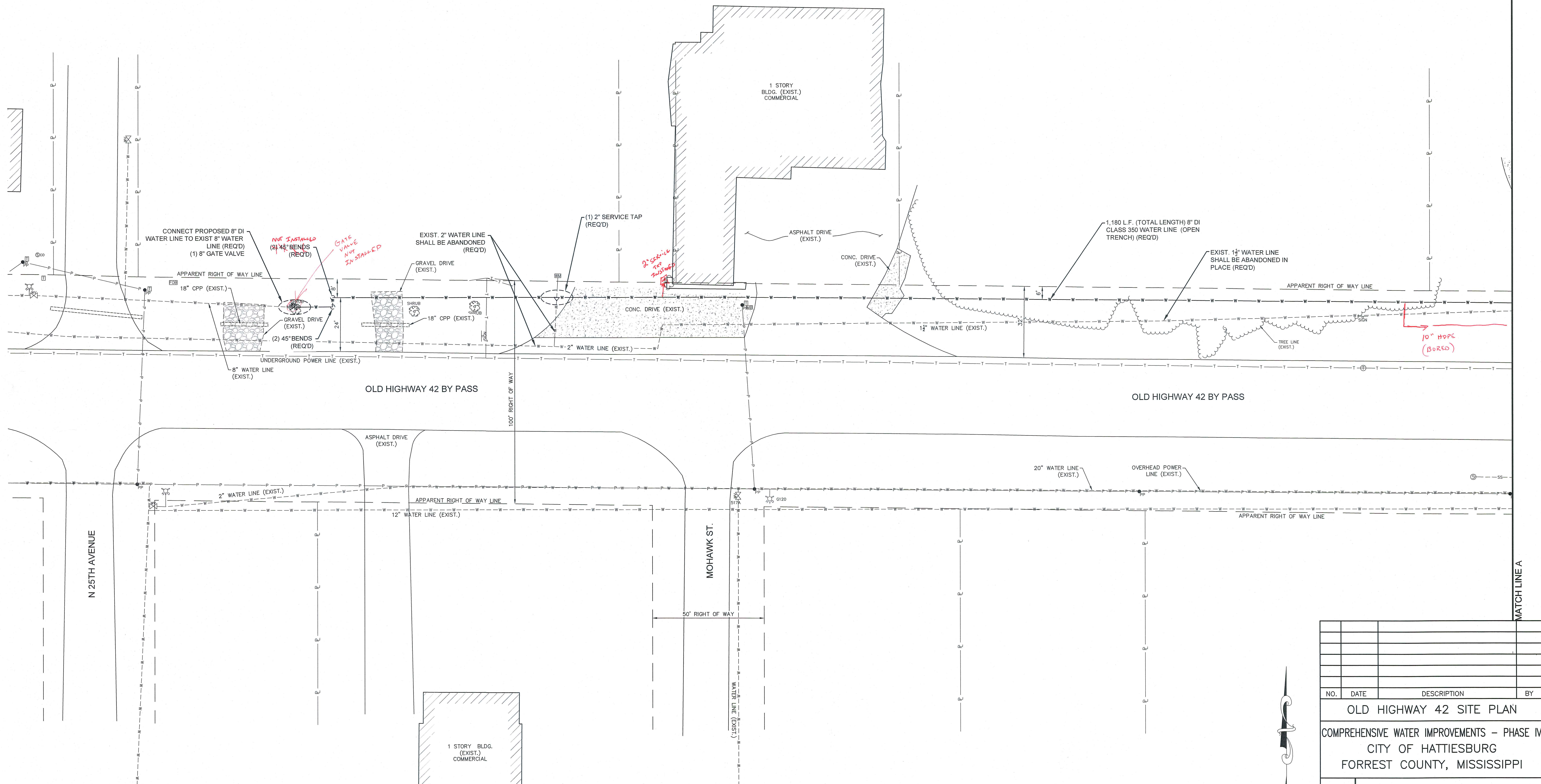
SYMBOL LEGEND:

- CENTER LINE
- ELECTRICAL PANEL/BOX
- FENCE
- FENCE POST
- FIBER OPTIC PEDESTAL
- FIBER OPTIC INDICATOR POST
- FIRE HYDRANT
- GAS INDICATOR POST
- GAS LINE
- GAS METER
- GAS VALVE
- GATE POST
- GUARD POST
- LIGHT ON POLE
- MAILBOX
- PROPERTY LINE
- SAN SWR CLEAN-OUT
- SAN SWR LINE
- SAN SWR MANHOLE
- SATELLITE DISH
- SIGN
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- UTILITY LINES (OVERHEAD)
- UTILITY LINES (OVERHEAD)
- UTILITY POLE
- UTILITY POLE
- UTILITY POLE GUY WIRE
- UTILITY SERVICE POLE
- WATER LINE (EXIST)
- WATER METER
- WATER VALVE

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 10-04-2016		Scale: NOT TO SCALE	
Drawing No.: 1273-W009		Sheet No. 3	

CONSTRUCTION NOTES, SITE 1:

1. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.

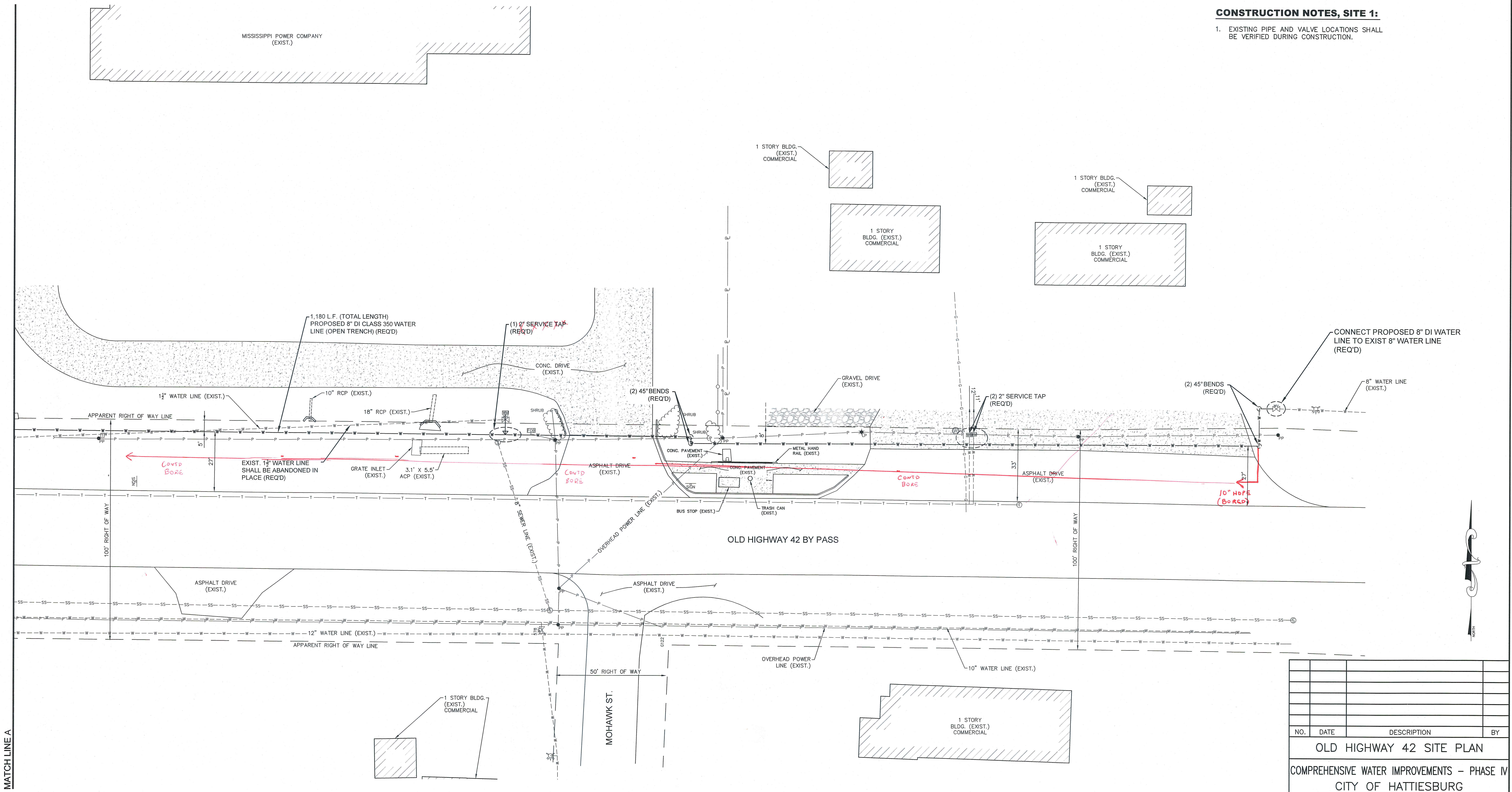


NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Drawing No.: 1273-W009		Sheet No. 4	

SITE 1

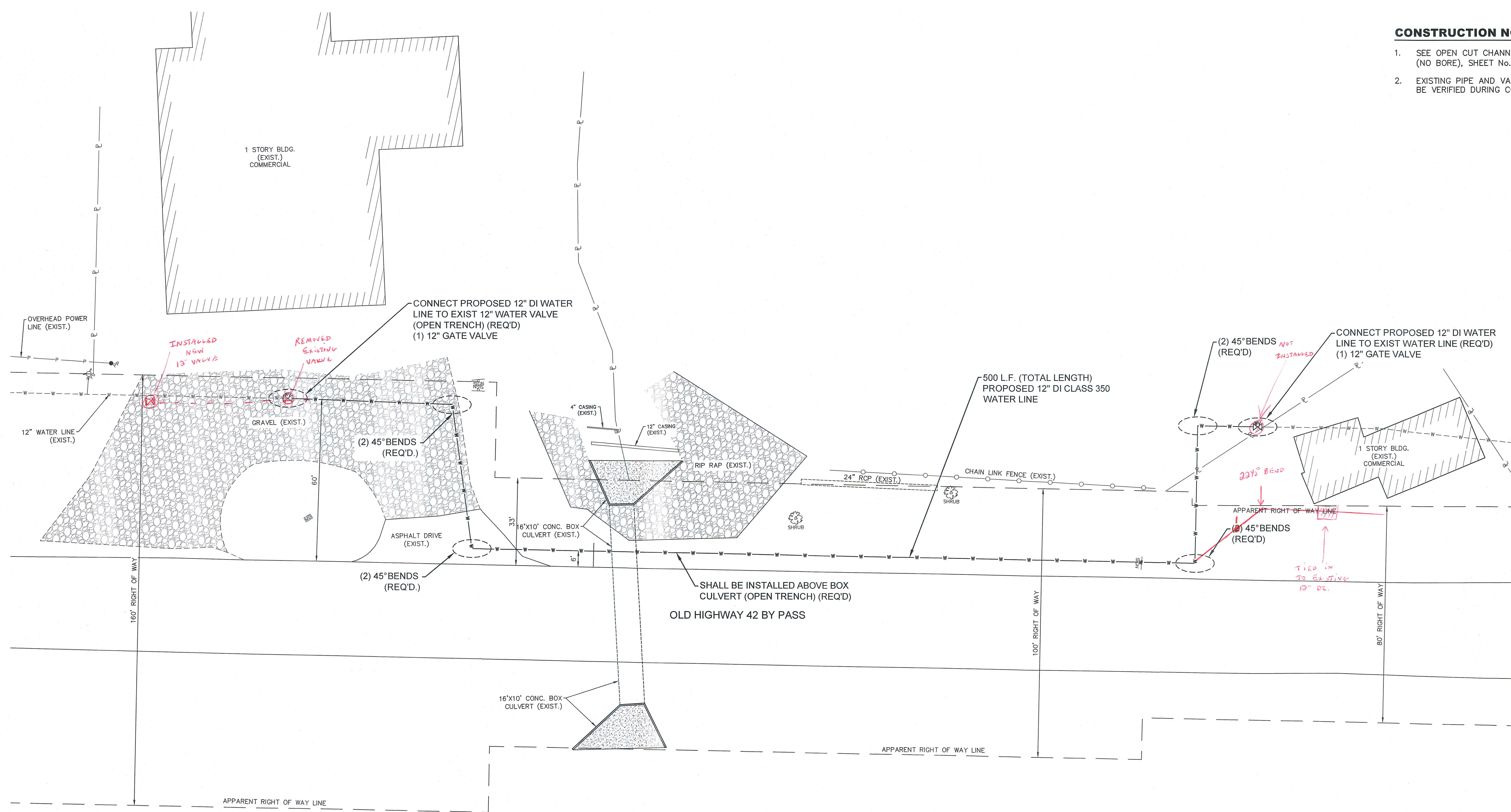
CONSTRUCTION NOTES, SITE 1:

1. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No.: 5	

SITE 1



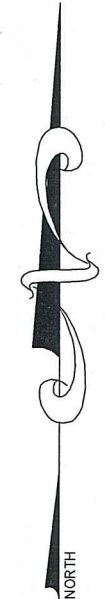
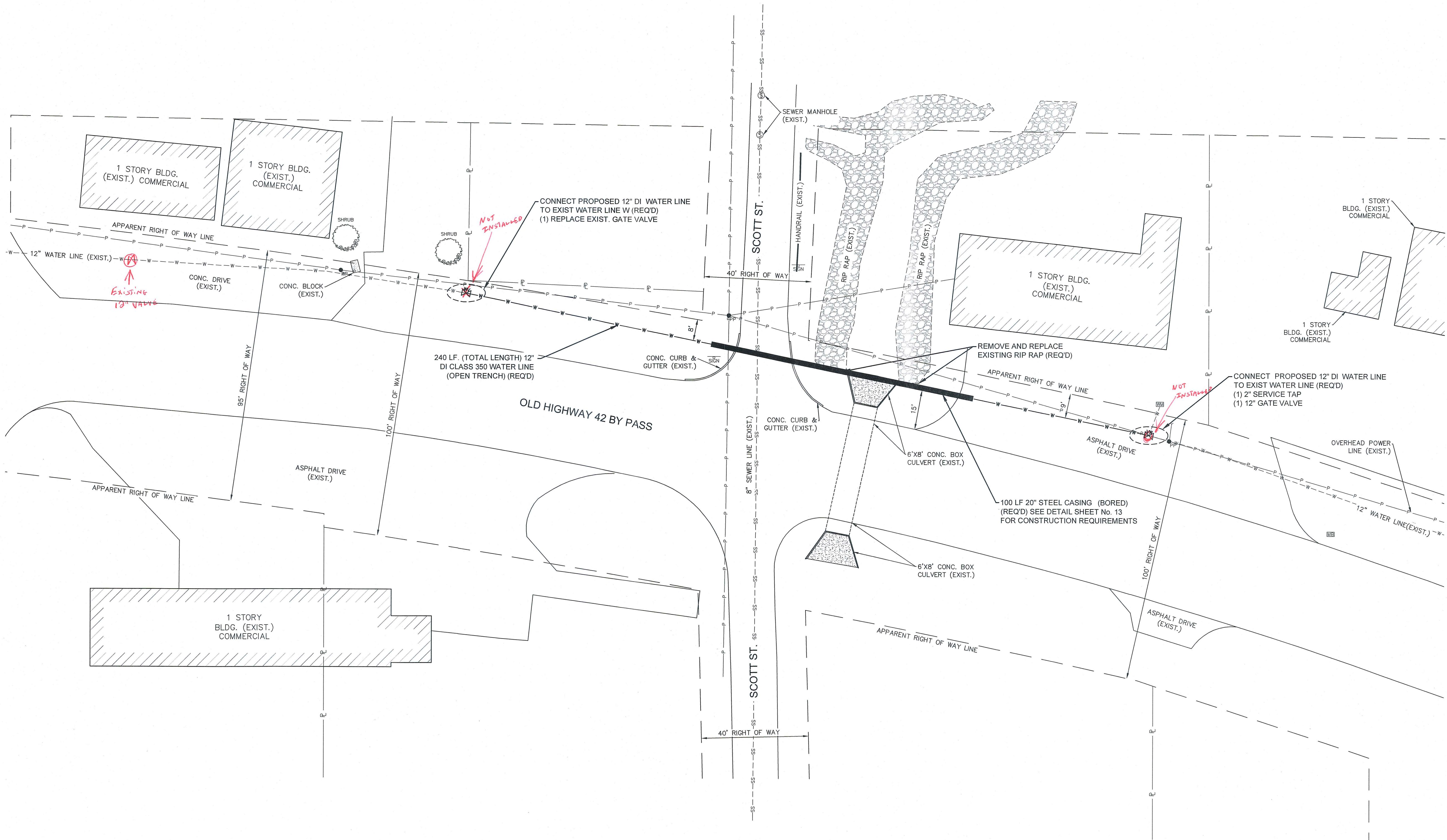
- CONSTRUCTION NOTES, SITE 2:**
1. SEE OPEN CUT CHANNEL CROSSING DETAIL (NO BORE), SHEET No. 13.
 2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
OLD HIGHWAY 42 SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 6	

SITE 2

CONSTRUCTION NOTES, SITE 3:

1. SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL, SHEET No. 13.
2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY

OLD HIGHWAY 42 SITE PLAN
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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

Drawn by: ILR

Checked by: KDW

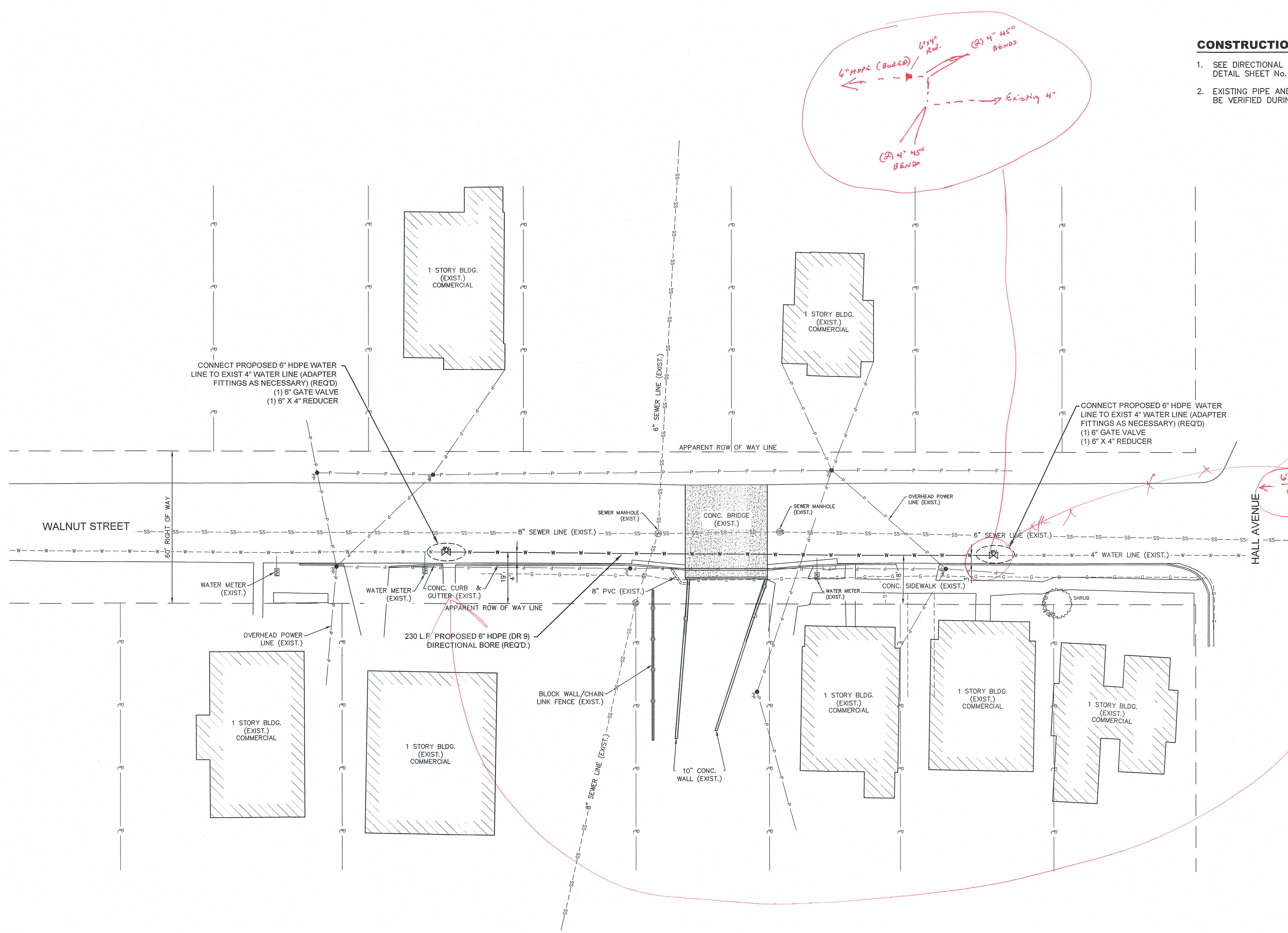
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Scale: 1" = 20'

Drawing No.: 1273-W009

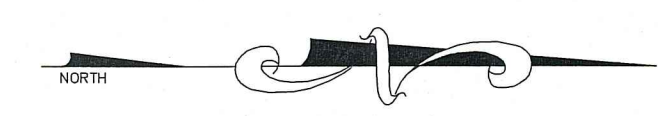
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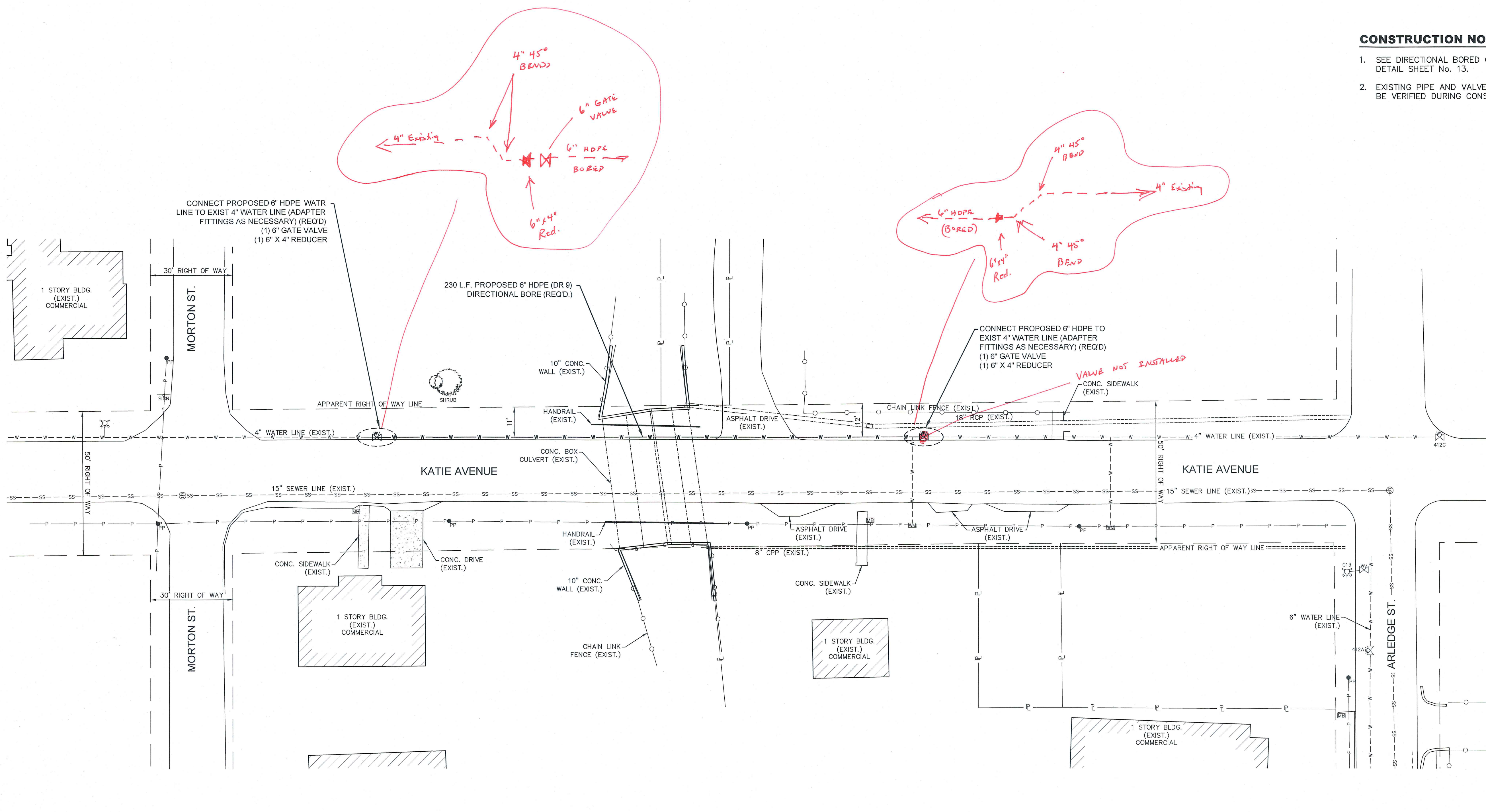
1. SEE DIRECTIONAL BORED CHANNEL CROSSING
DETAIL SHEET No. 13.
2. EXISTING PIPE AND VALVE LOCATIONS SHALL
BE VERIFIED DURING CONSTRUCTION.



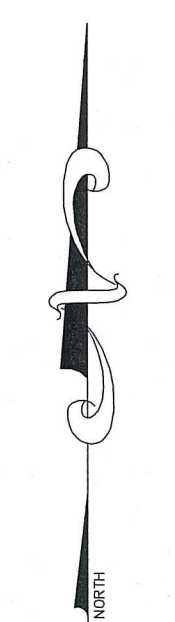
NO.	DATE	DESCRIPTION	BY
WALNUT STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No.: 8	

SITE 4

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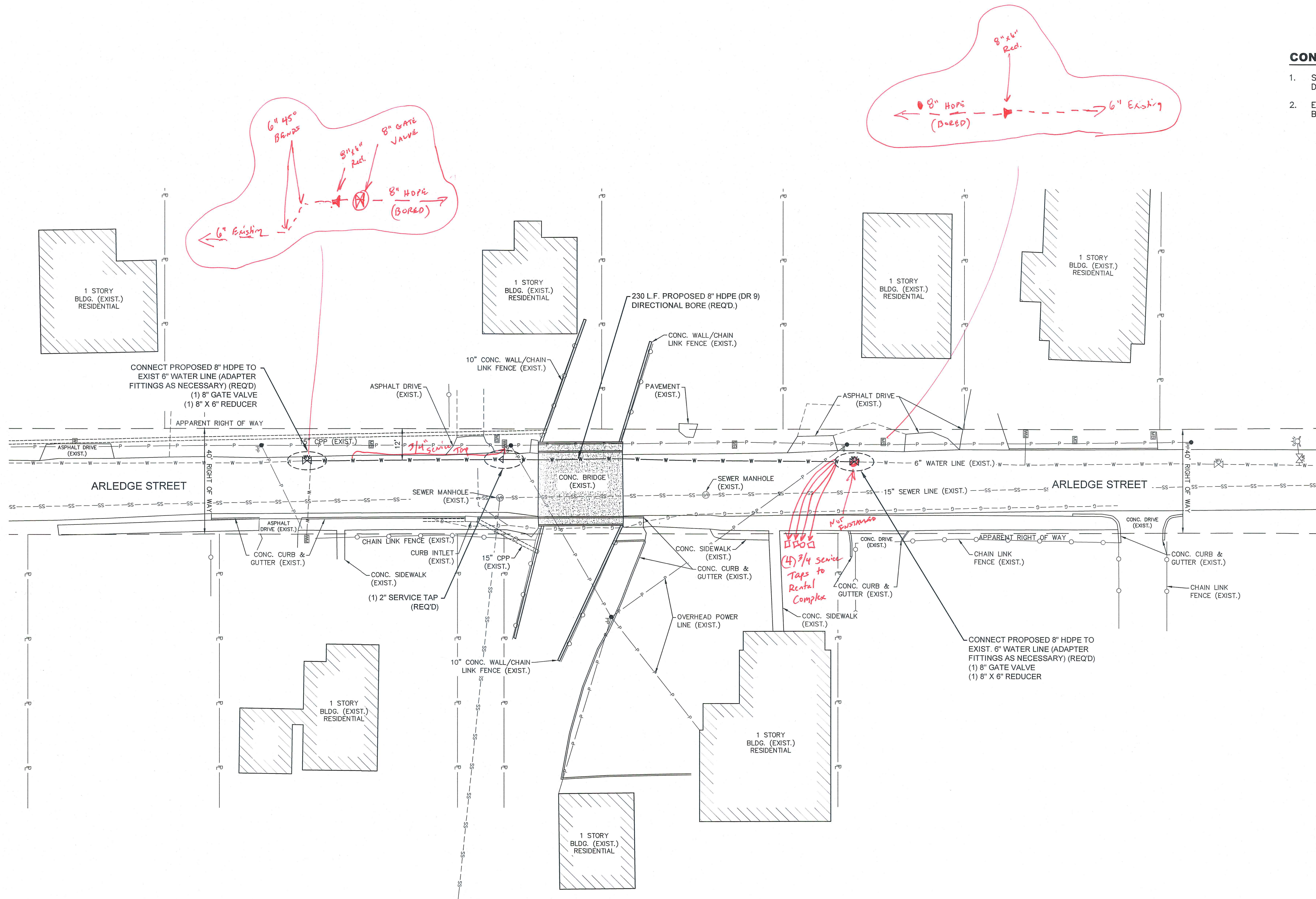


- CONSTRUCTION NOTES, SITE 5:**
1. SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL SHEET No. 13.
 2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.



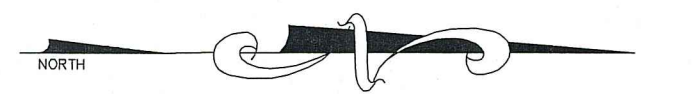
NO.	DATE	DESCRIPTION	BY
KATIE AVENUE SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 9	

SITE 5



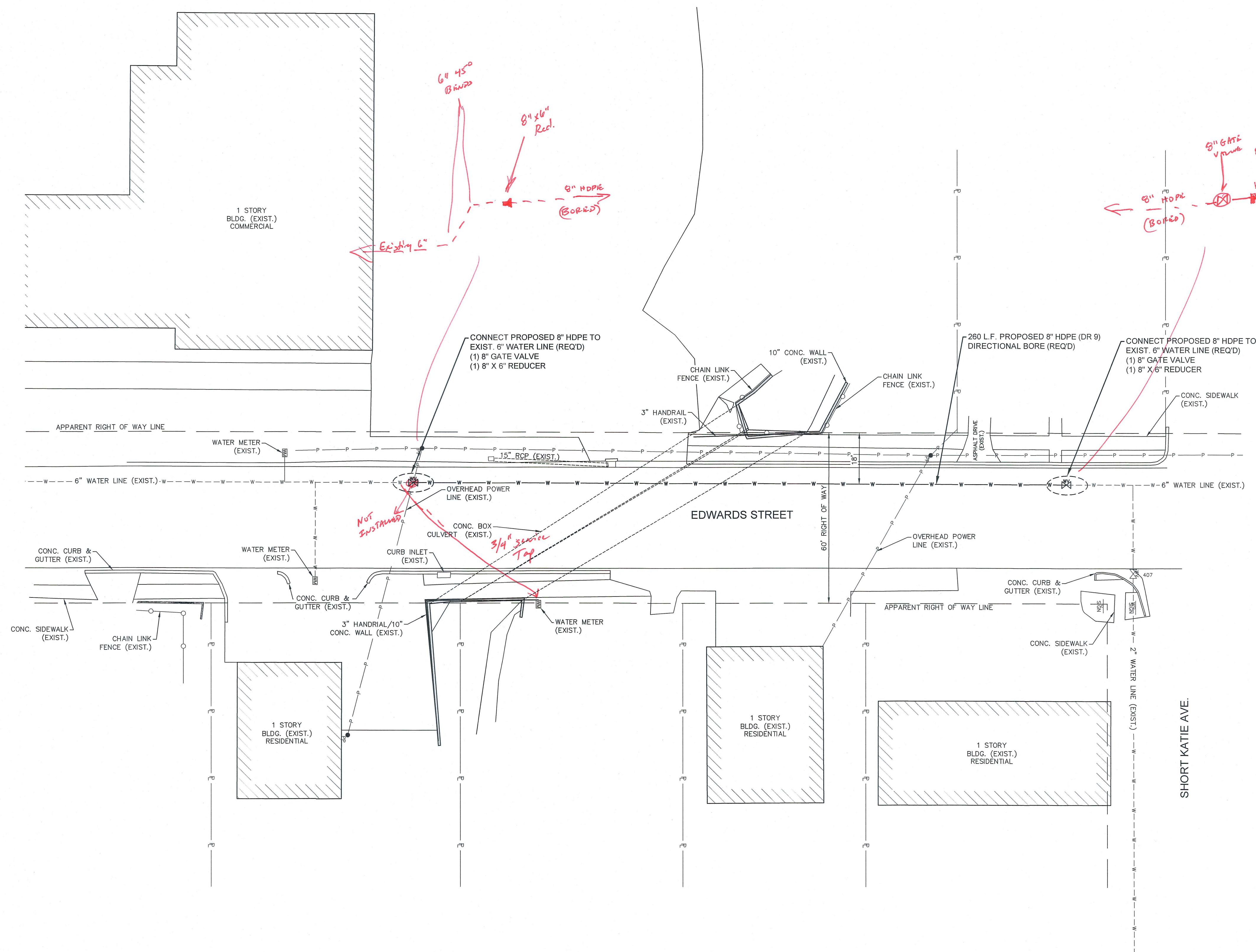
CONSTRUCTION NOTES, SITE 6:

1. SEE DIRECTIONAL BORED CHANNEL CROSSING
DETAIL SHEET No. 13.
2. EXISTING PIPE AND VALVE LOCATIONS SHALL
BE VERIFIED DURING CONSTRUCTION.



NO.	DATE	DESCRIPTION	BY
ARLEDGE STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 10	

PROJECT: Hattiesburg, City of 1273-W009 - Comprehensive Water Improvements - Phase IV, Water Connections 1273-W009 CAD File: 1273-W009_Design.dwg, 11/16/2016 3:19:27 PM



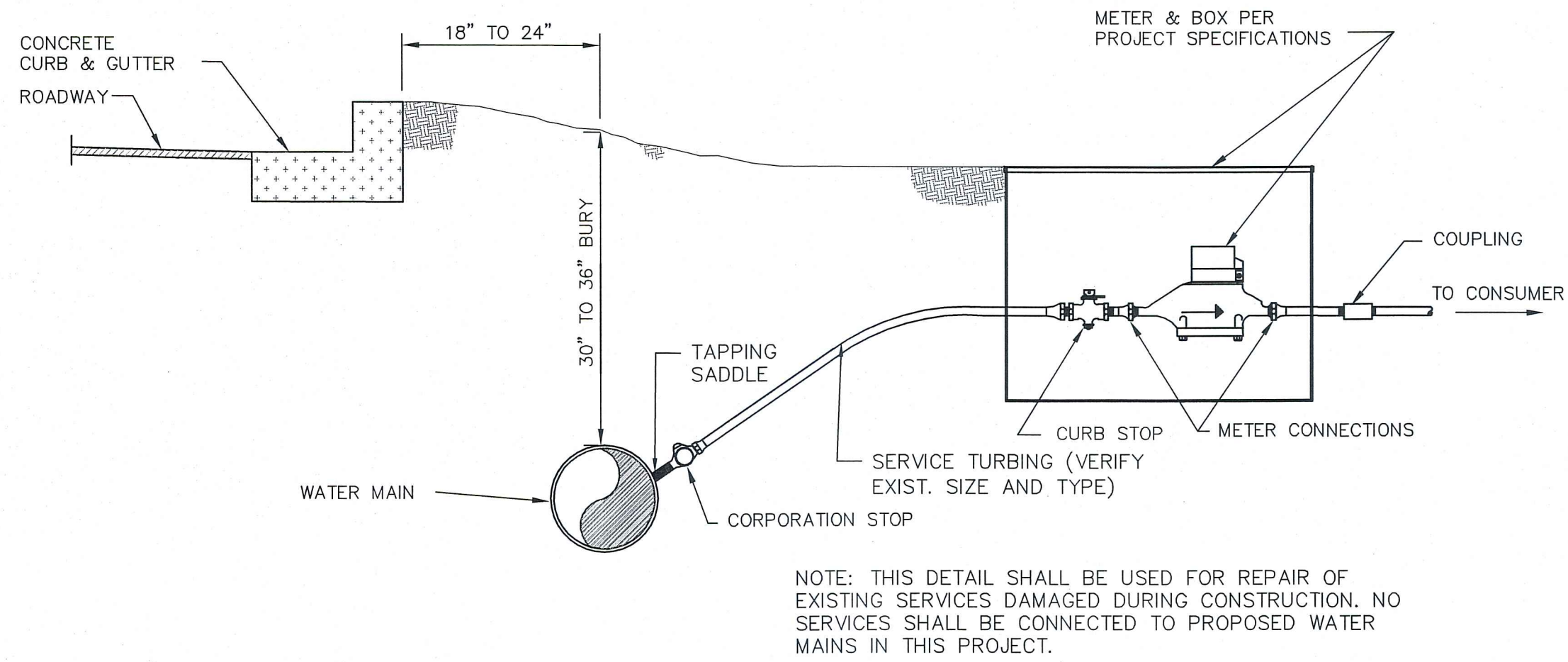
- CONSTRUCTION NOTES, SITE 7:**
1. SEE DIRECTIONAL BORED CHANNEL CROSSING DETAIL SHEET No. 13.
 2. EXISTING PIPE AND VALVE LOCATIONS SHALL BE VERIFIED DURING CONSTRUCTION.
 3. CONNECT SERVICE LINE TO NEW PROPOSED LINE.



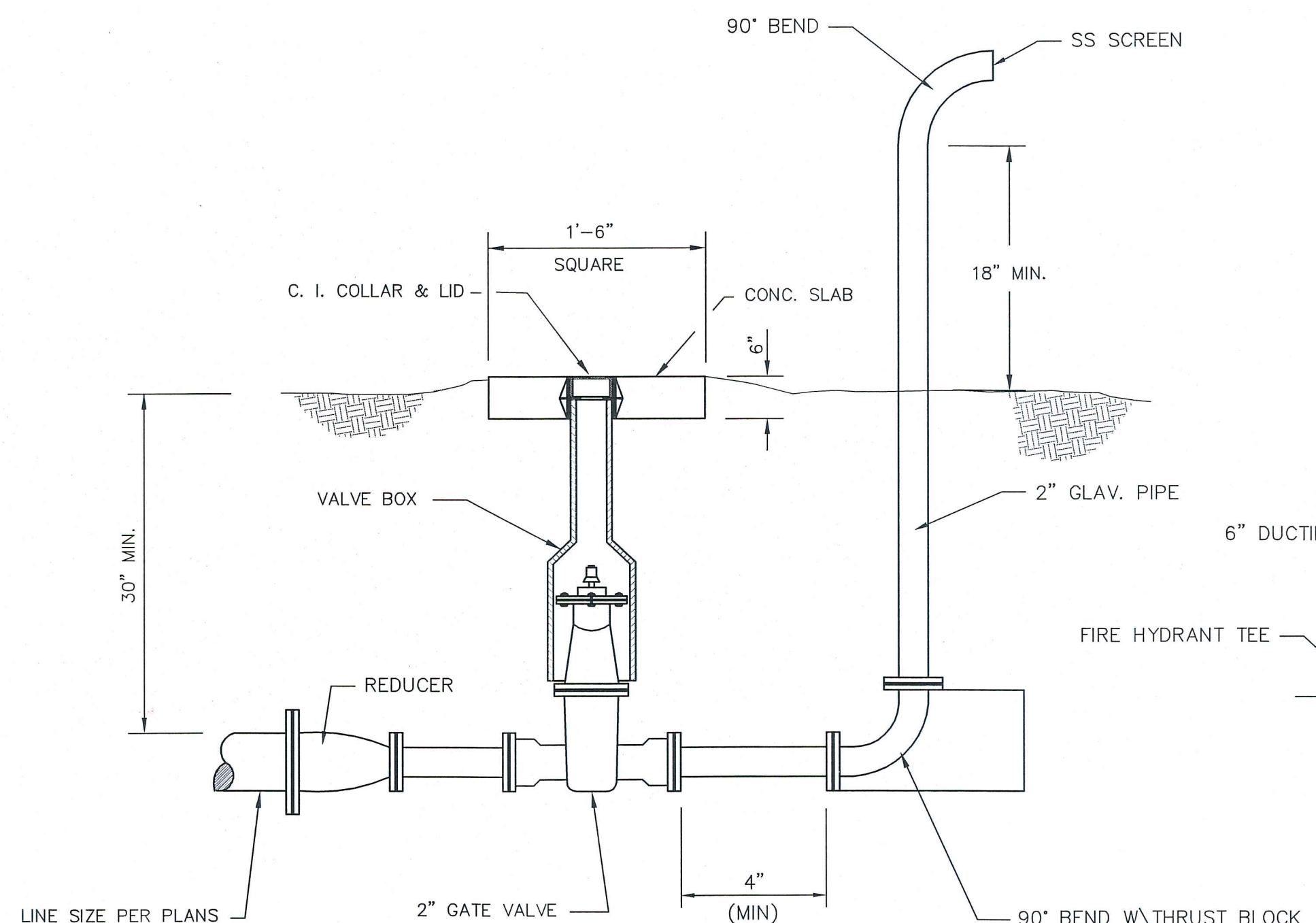
NO.	DATE	DESCRIPTION	BY
EDWARDS STREET SITE PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-08-2016		Scale: 1" = 20'	
Drawing No.: 1273-W009		Sheet No. 11	

SITE 7

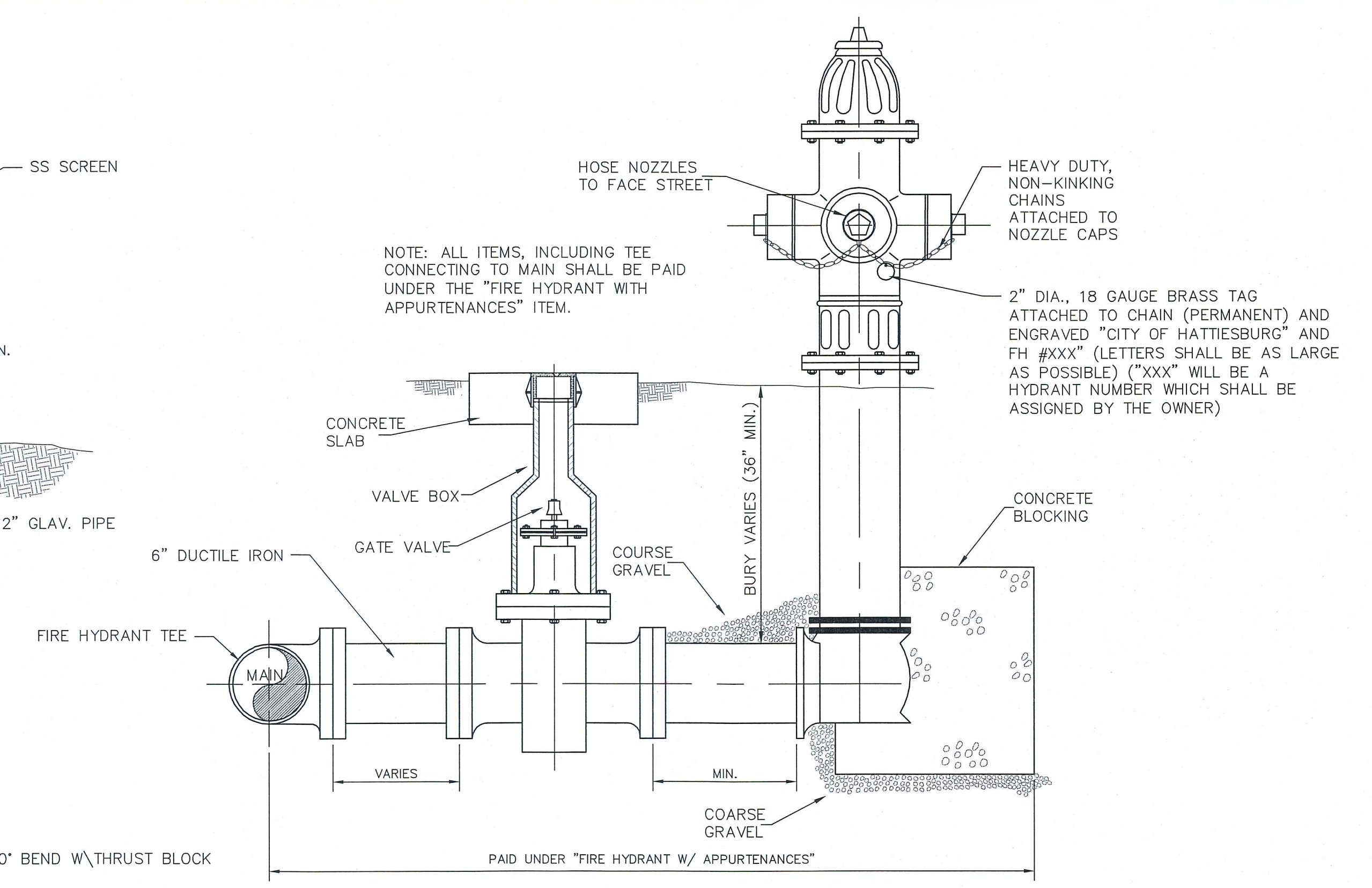
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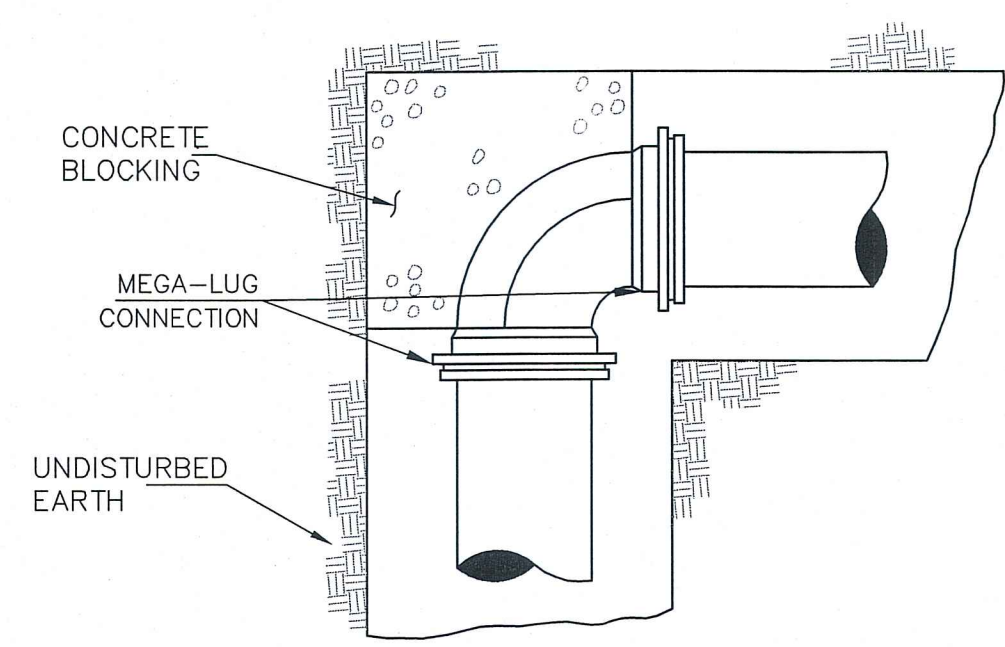
TYPICAL METER SETTING WITHOUT YOKE



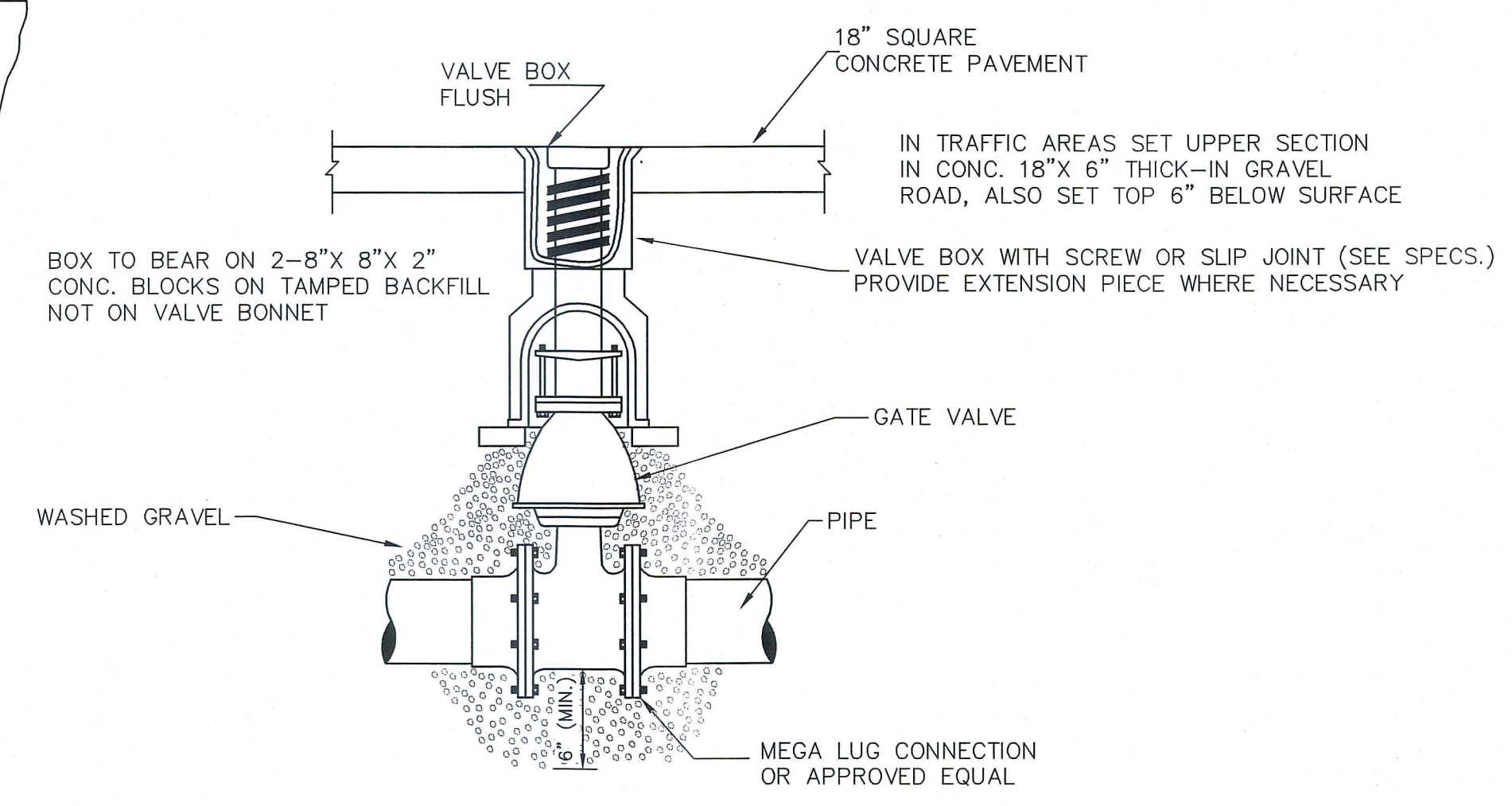
BLOW-OFF VALVE DETAIL



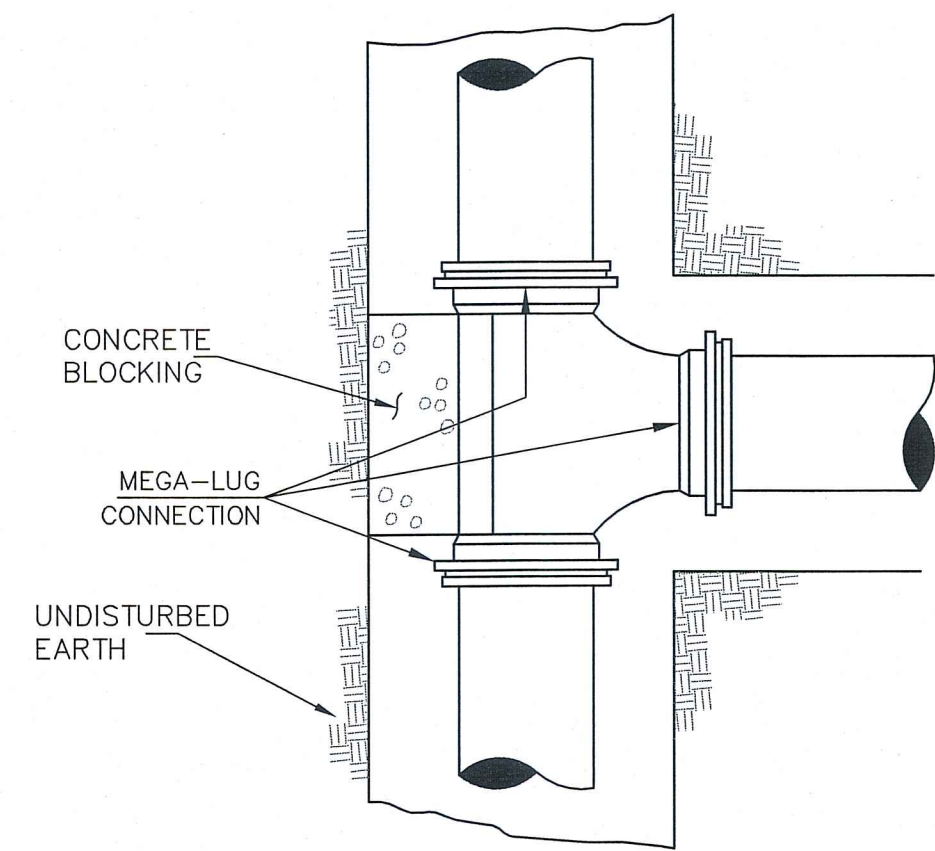
STANDARD 3-WAY FIRE HYDRANT



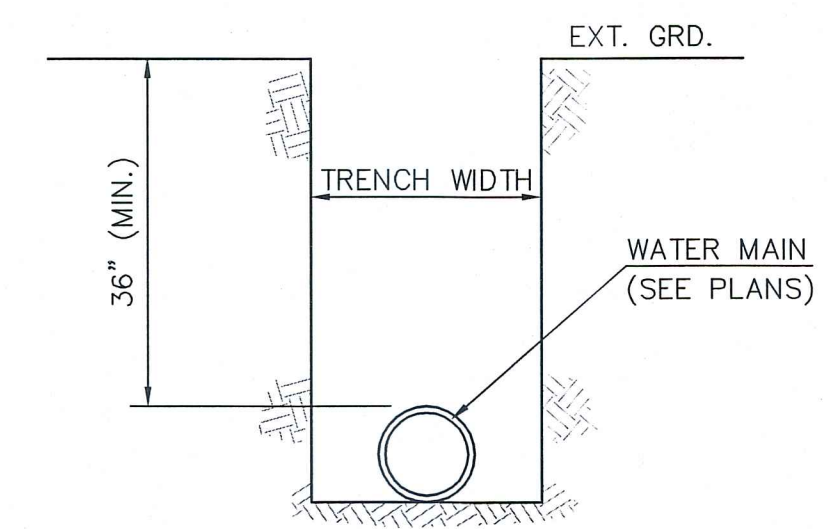
PLAN



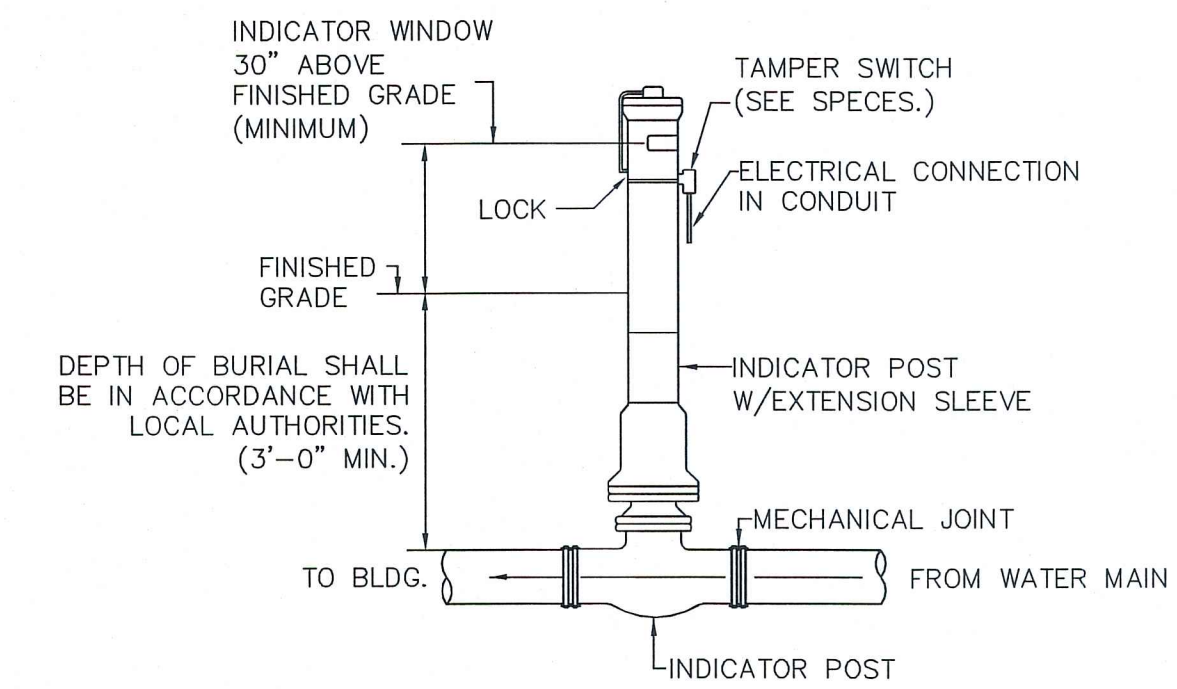
DETAIL OF VALVE & BOX



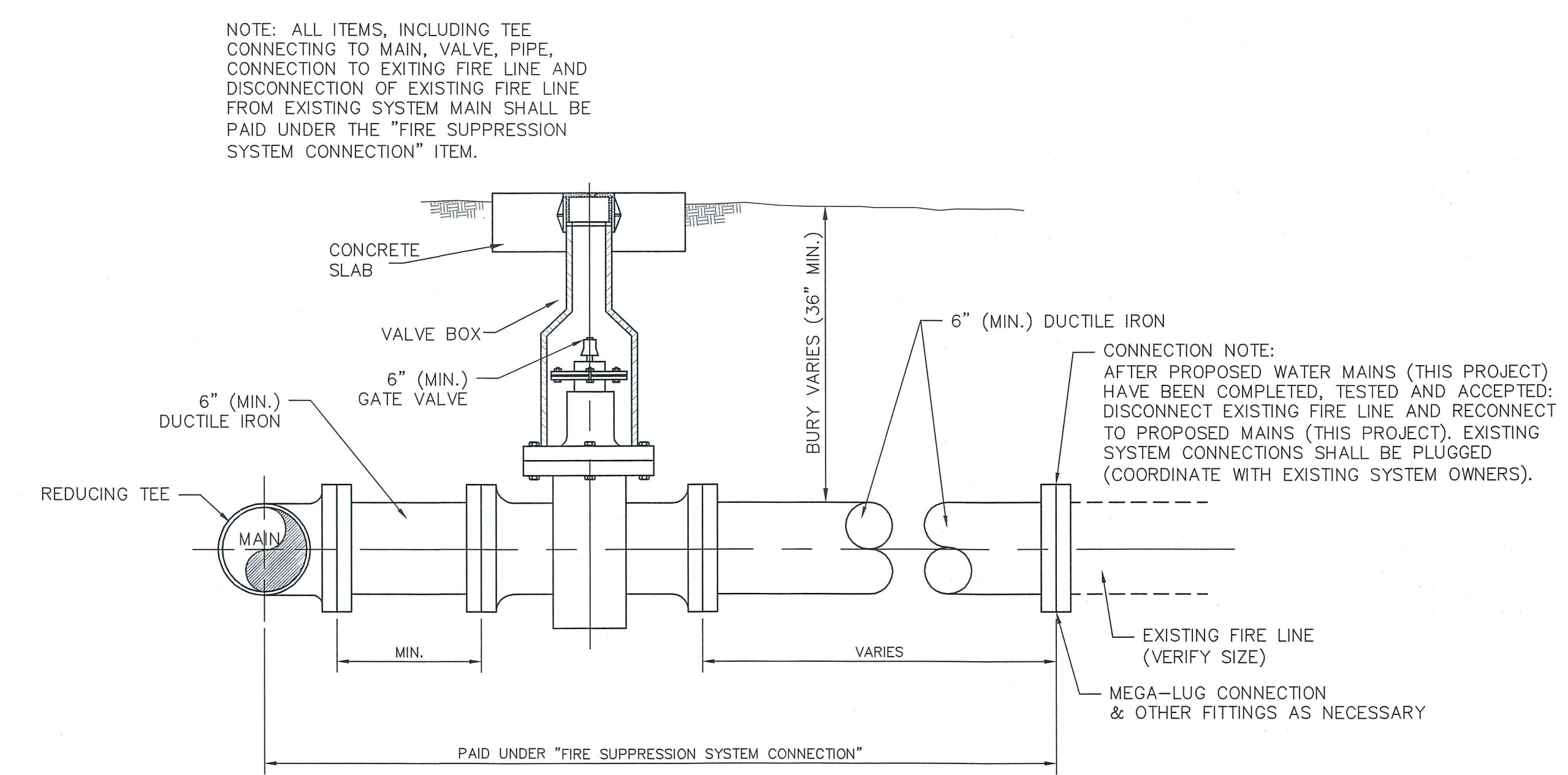
PLAN



DETAIL OF TRENCH



POST INDICATOR VALVE DETAIL

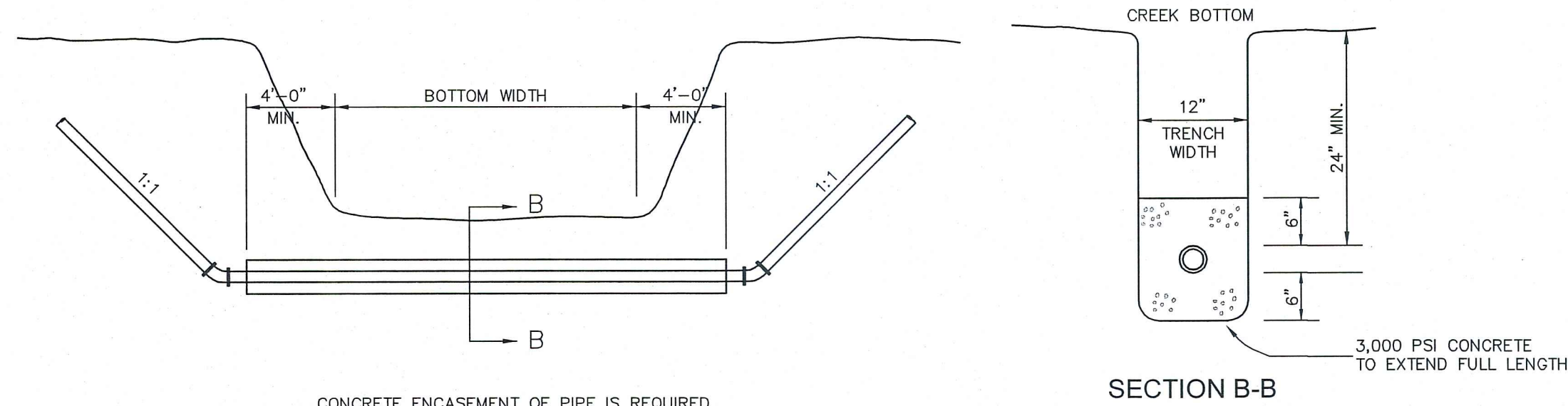


FIRE SUPPRESSION SYSTEM CONNECTION

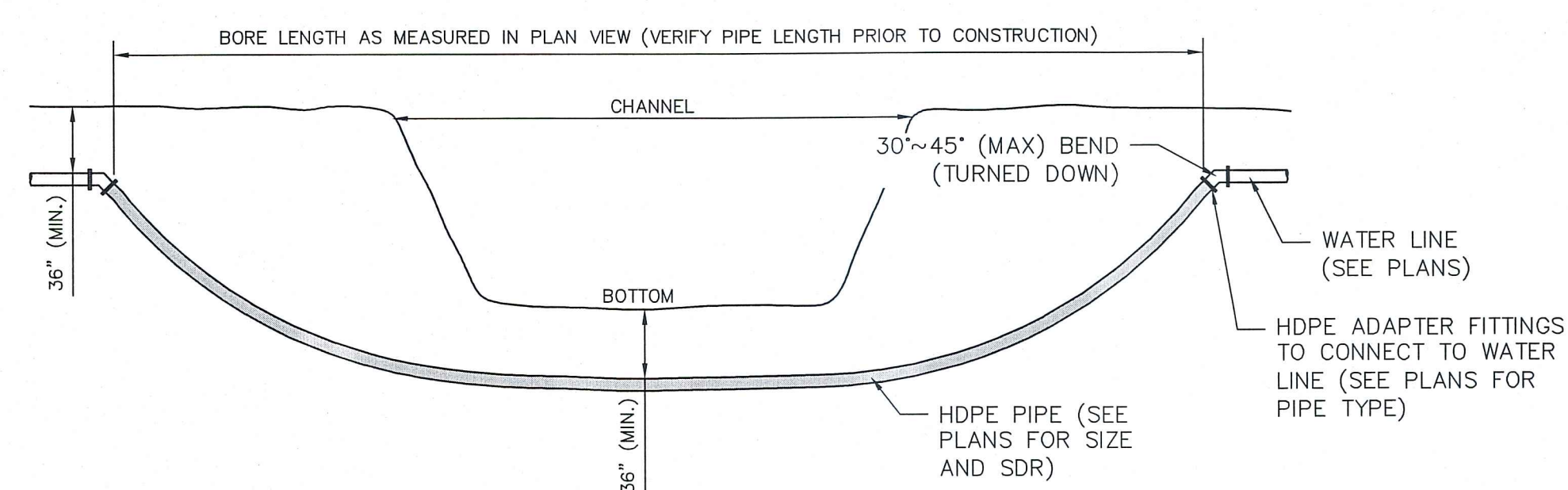
PIV NOTES:

1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.

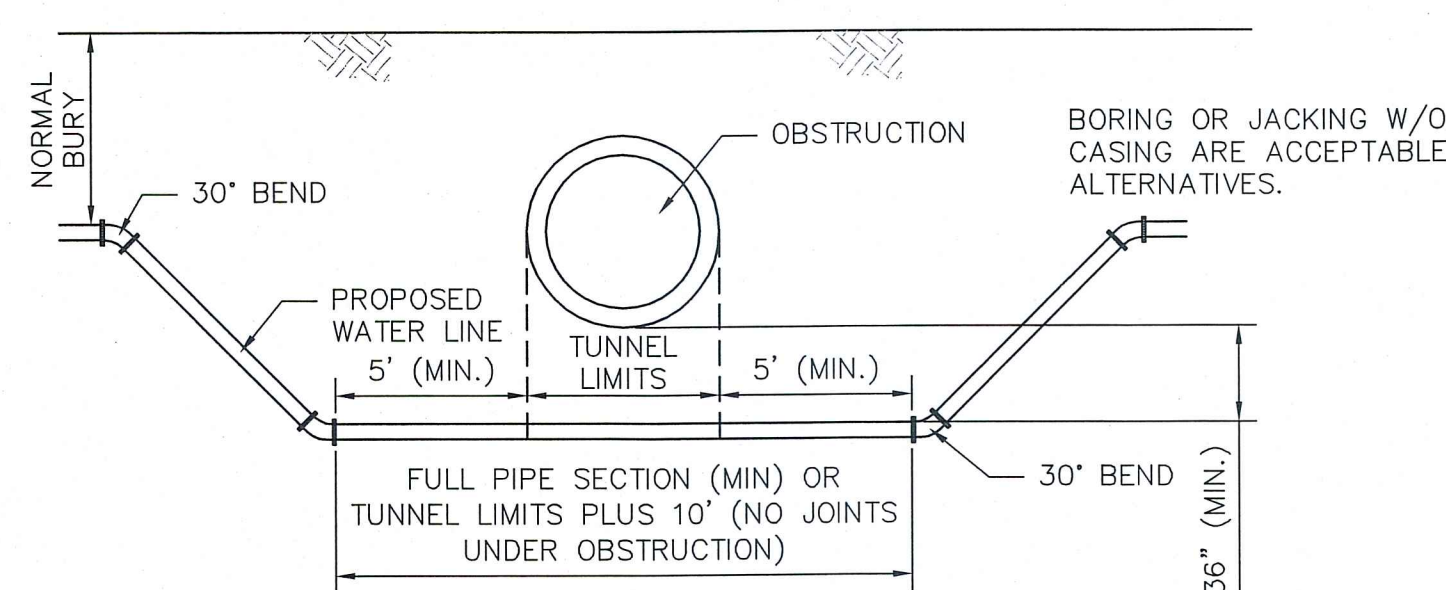
NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-02-2016		Scale: NOT TO SCALE	
Drawing No.: 1273-W009		Sheet No. 12	



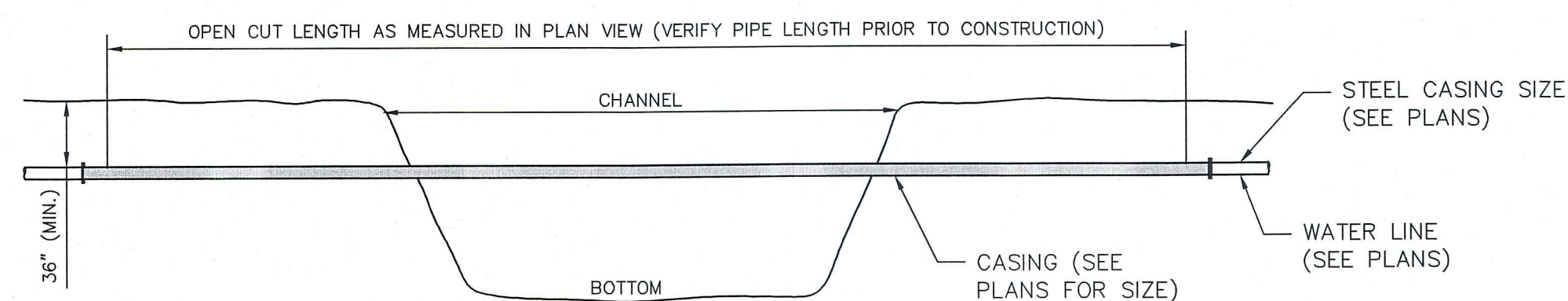
OPEN CUT CHANNEL CROSSING DETAIL



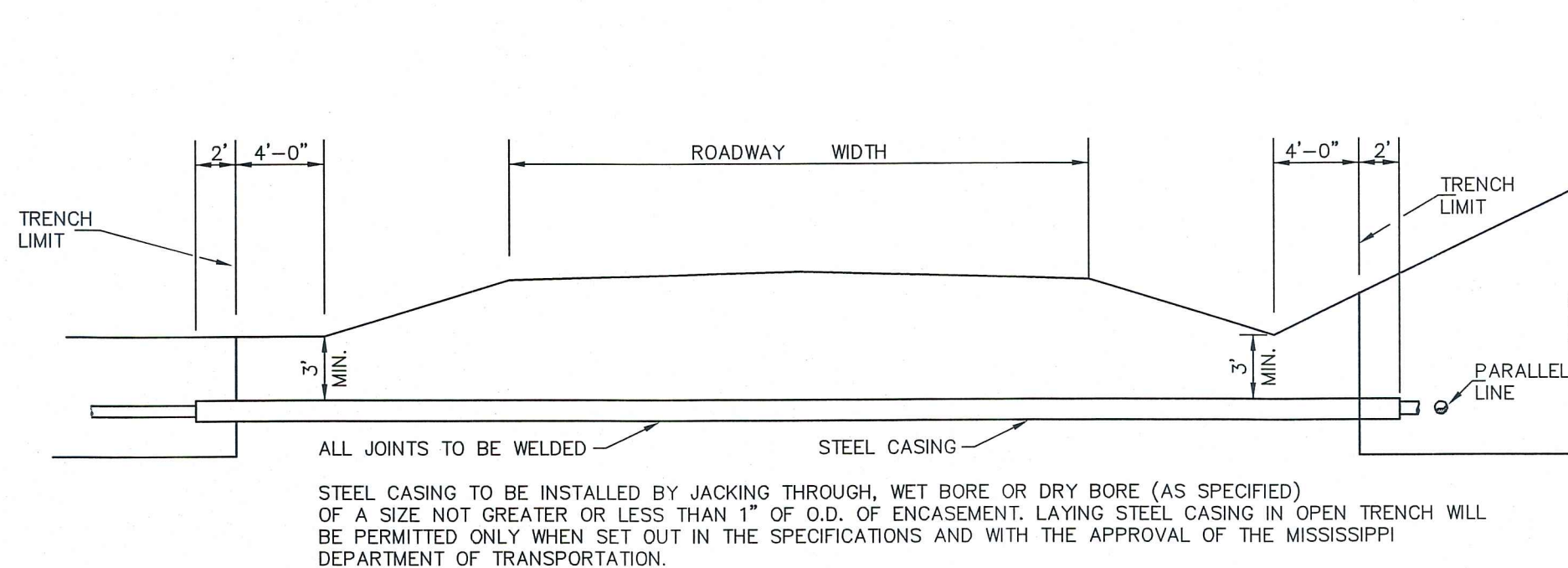
DIRECTIONAL BORED CHANNEL CROSSING DETAIL



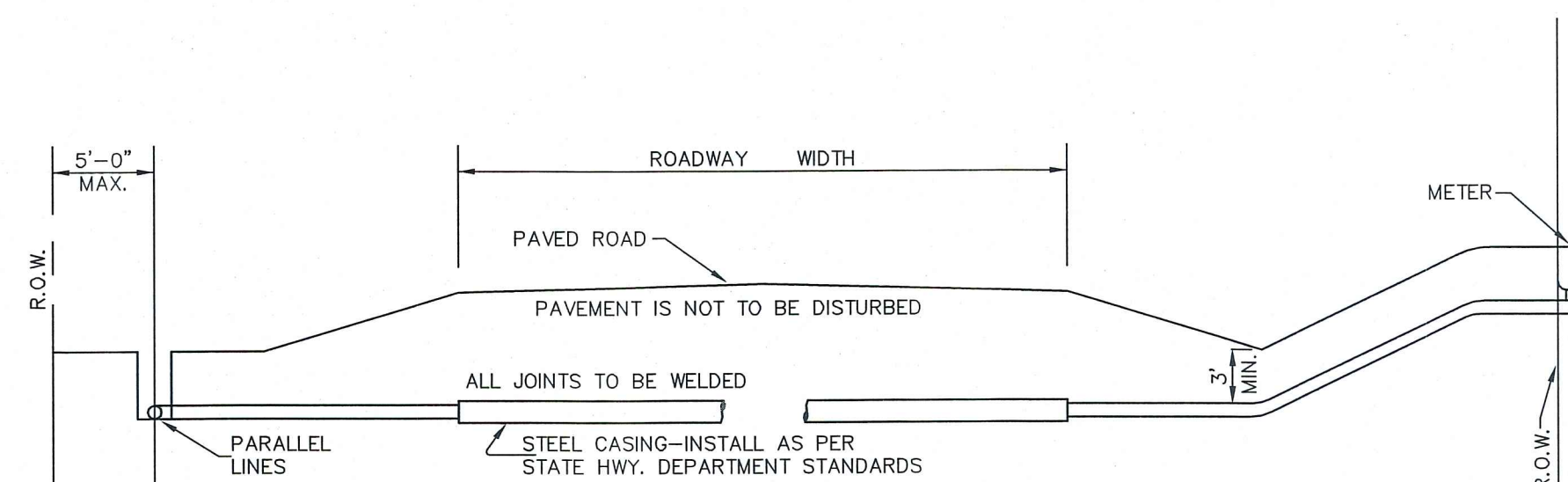
OBSTRUCTION CROSSING DETAIL



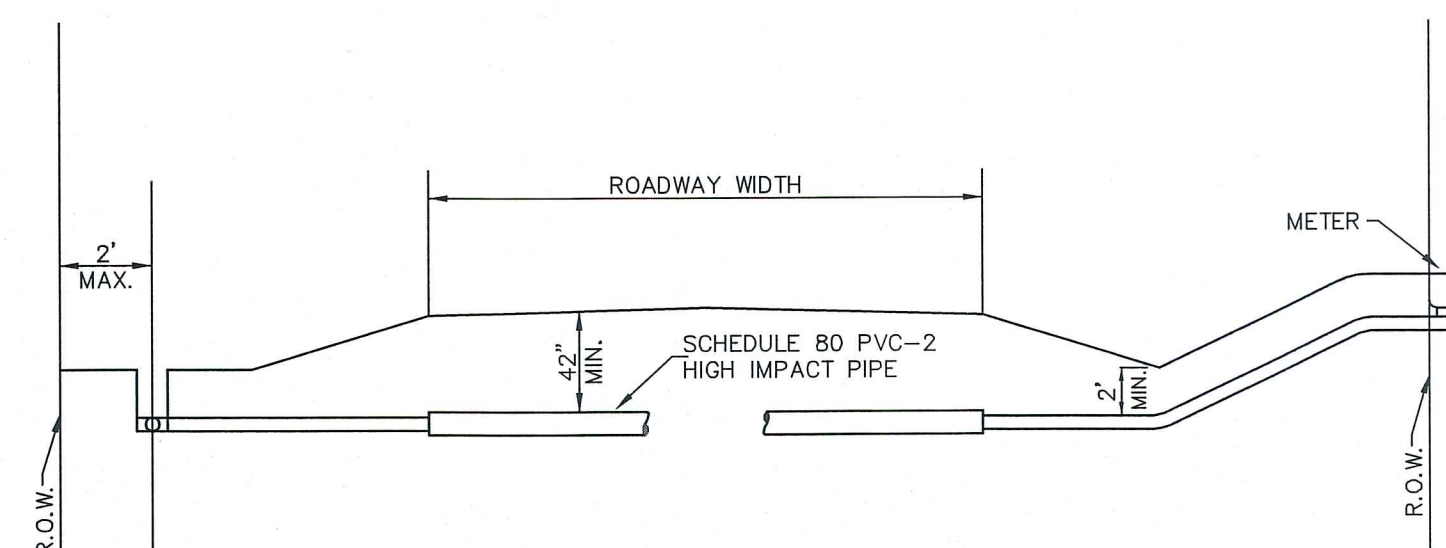
OPEN CUT CHANNEL CROSSING DETAIL (NO BORE)



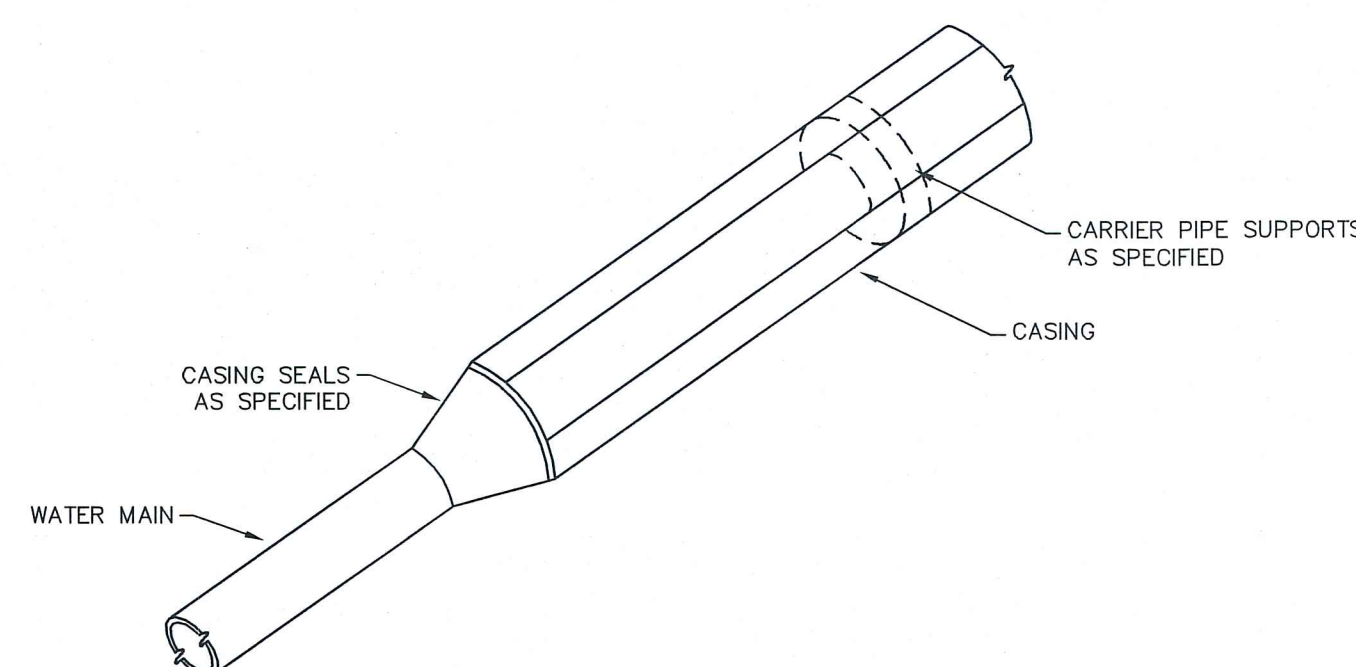
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



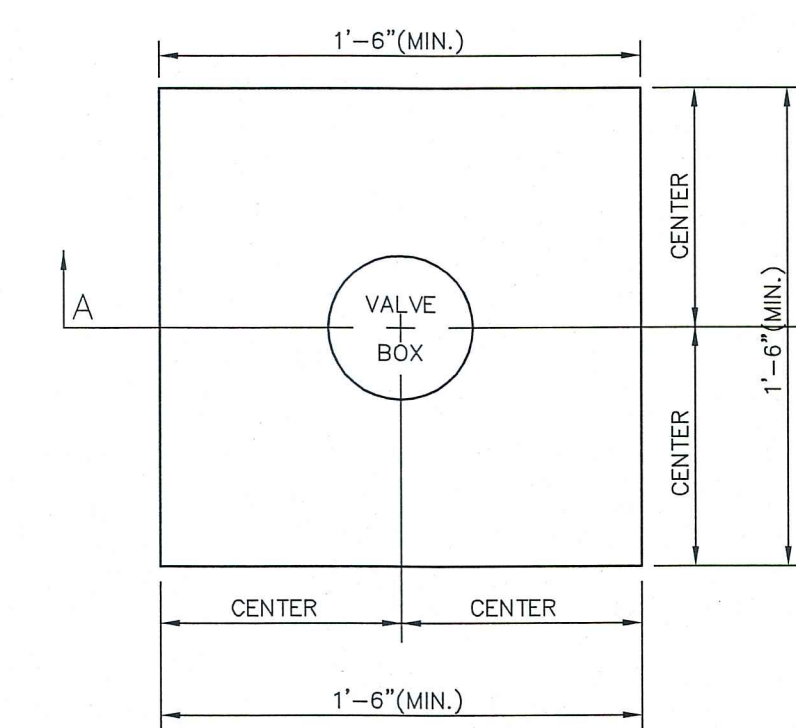
ROAD BORE & WATER LINE PARALLELING ROAD IN R.O.W.



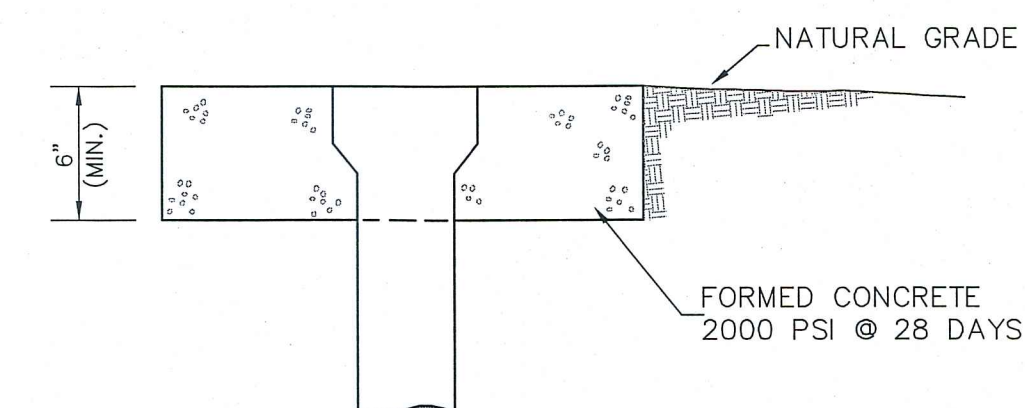
COUNTY GRAVEL ROAD & WATER LINE PARALLELING ROAD IN R.O.W.



CASING END DETAIL

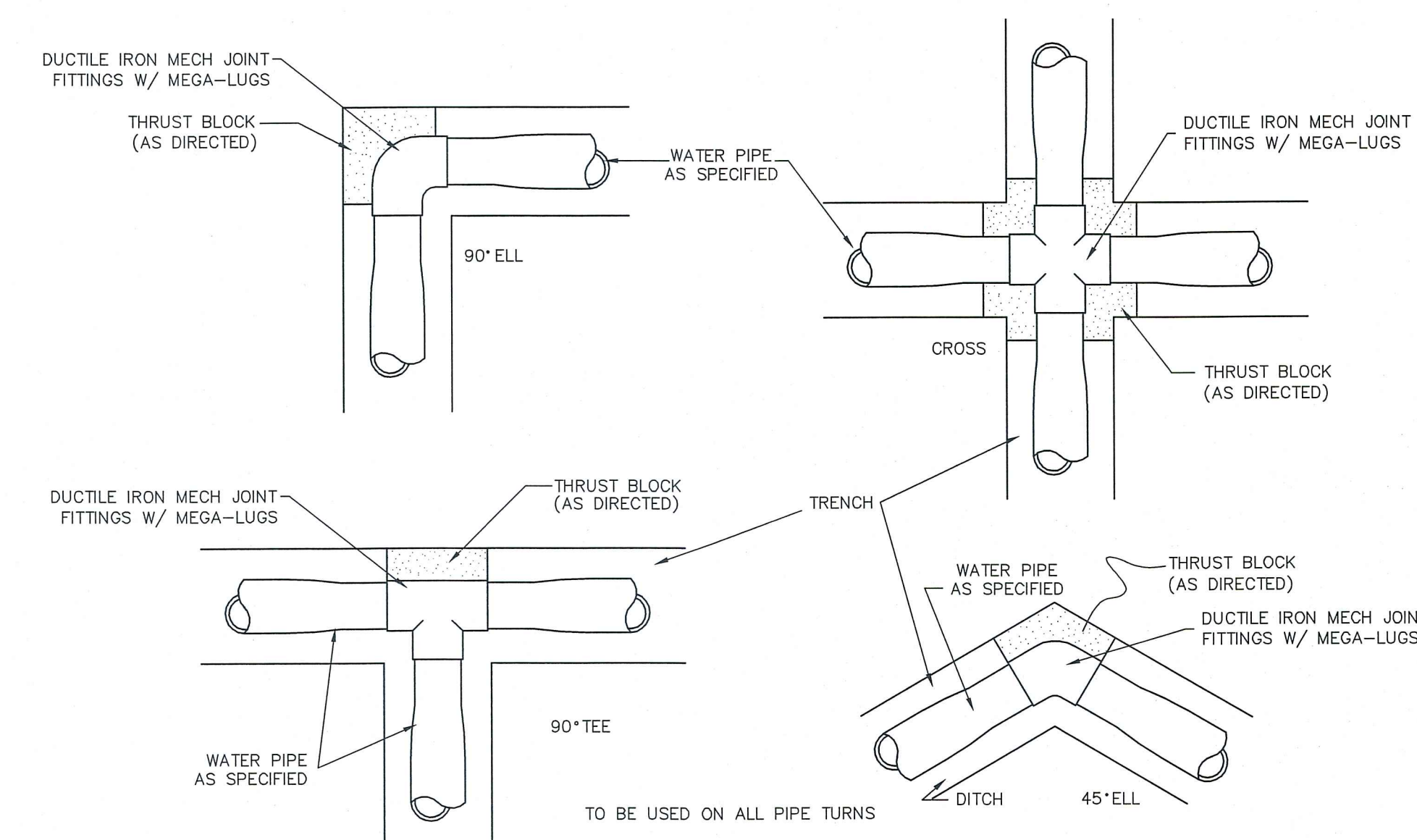


PLAN



SECTION A-A

VALVE LOCATION



THRUST BLOCK DETAILS

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: ILR		Checked by: KDW	
Date: 11-02-2016		Scale: NOT TO SCALE	
Drawing No.: 1273-W009		Sheet No. 13	

J:\PROJECTS\Hattiesburg_City on 12-13-2016 - CONNSW PF Water Improvements Phase IV Misc Water Connections\123W009-KD Final\123W009_VEG.dwg, 14, 11/29/2016 12:51:02 PM

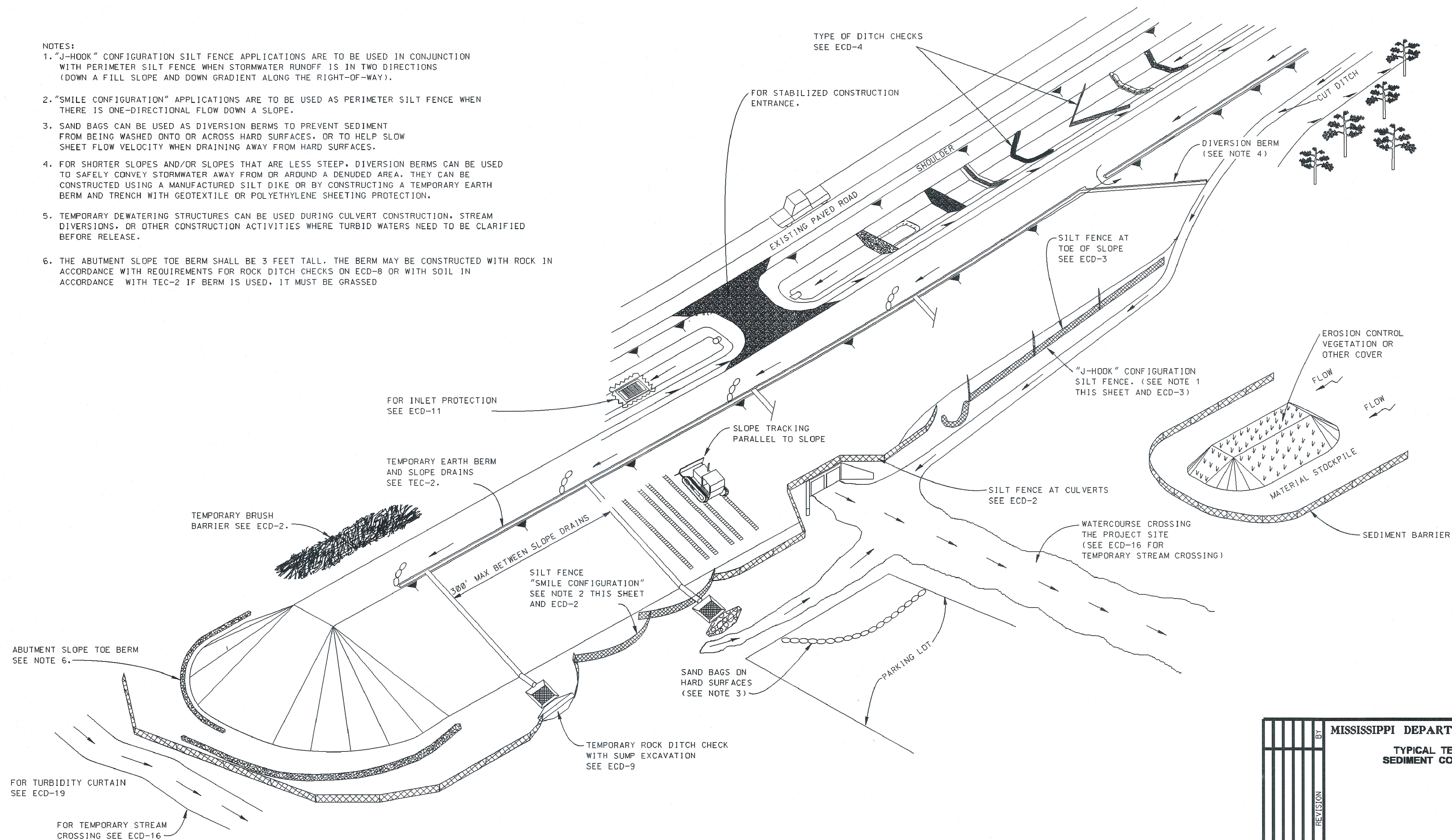
VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS – DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
⑦	211–B001 TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	212–B001 STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, 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–B001 COMBINATION FERTILIZER (13–13–13)	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
①	213–C001 SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
②	214–A002 SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
③⑤	214–A003 SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
③⑤	214–A004 SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥	215–A001 VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	216–A001 SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	219–A001 WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
④	220–A001 INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	212–A001 LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	213–B001 COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A013 SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A017 SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	214–A015 SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	215–A001 VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

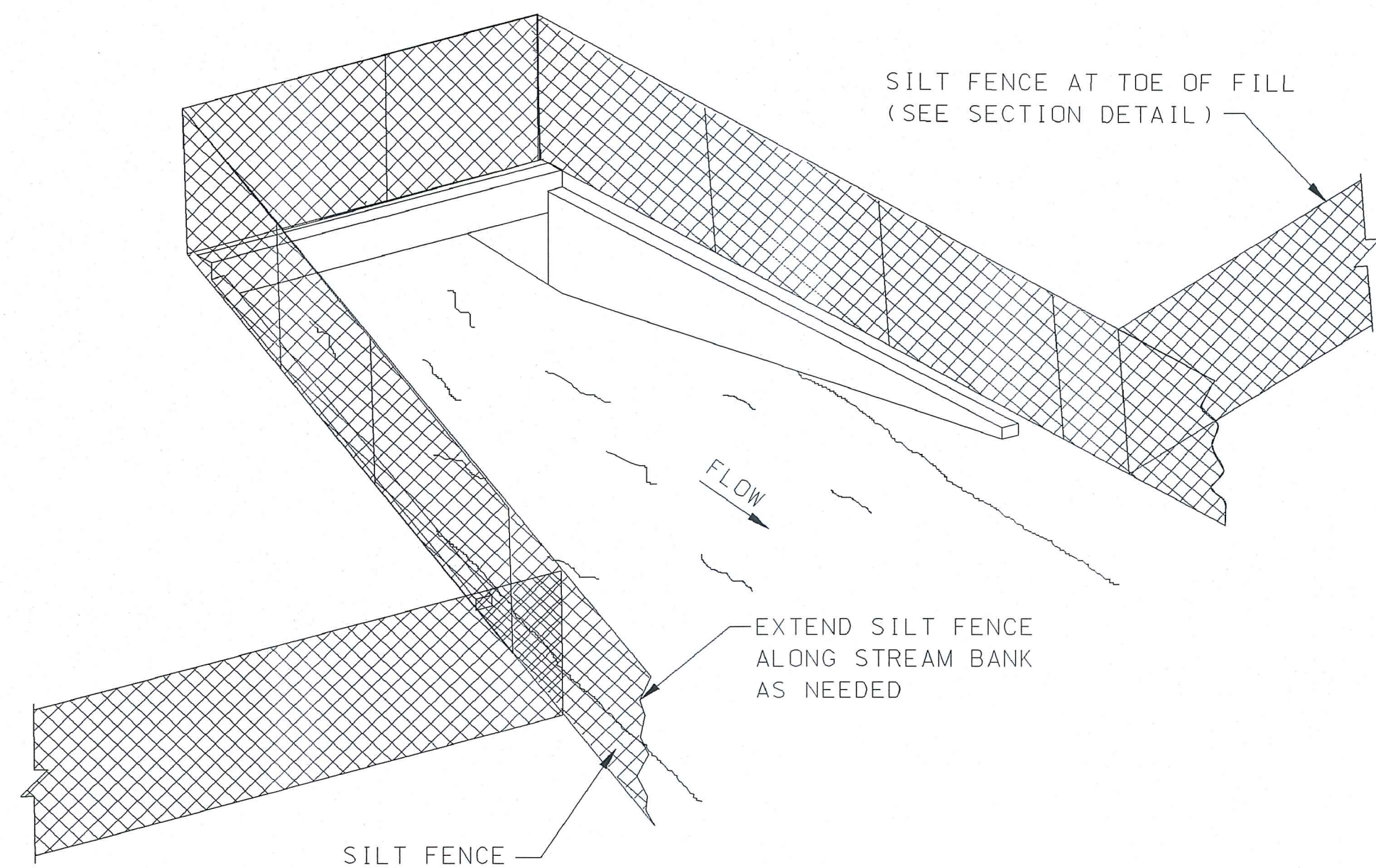
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIA GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

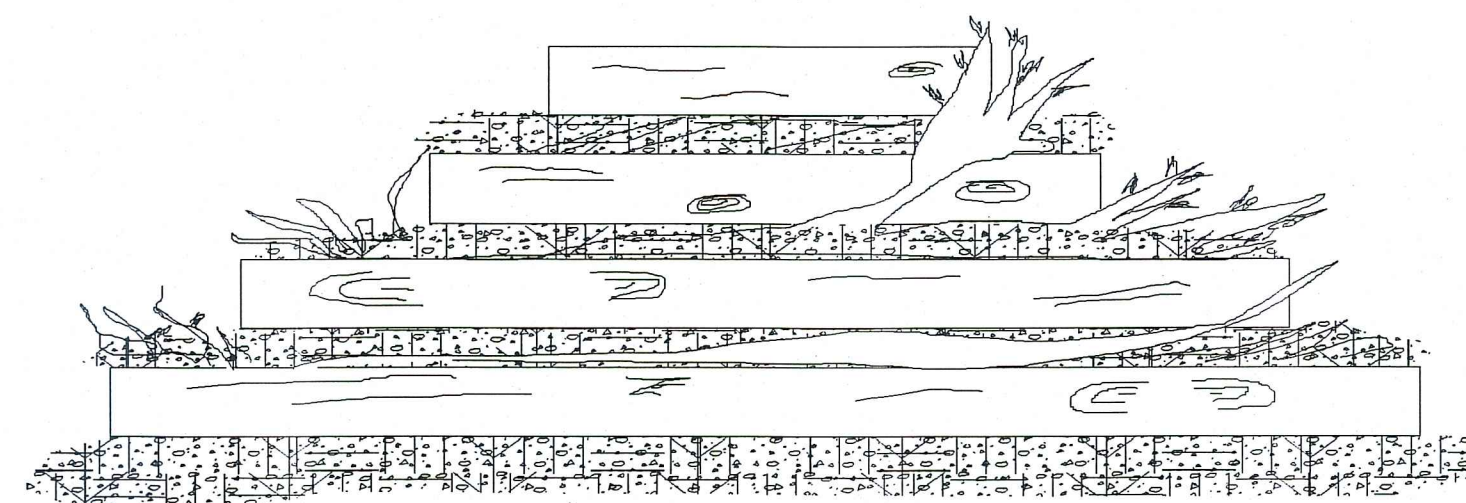
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE IV			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: ILR		Checked by: KDW	
Date: 11–02–2016		Scale: NOT TO SCALE	
Drawing No.: 1273–W009		Sheet No. 14	

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

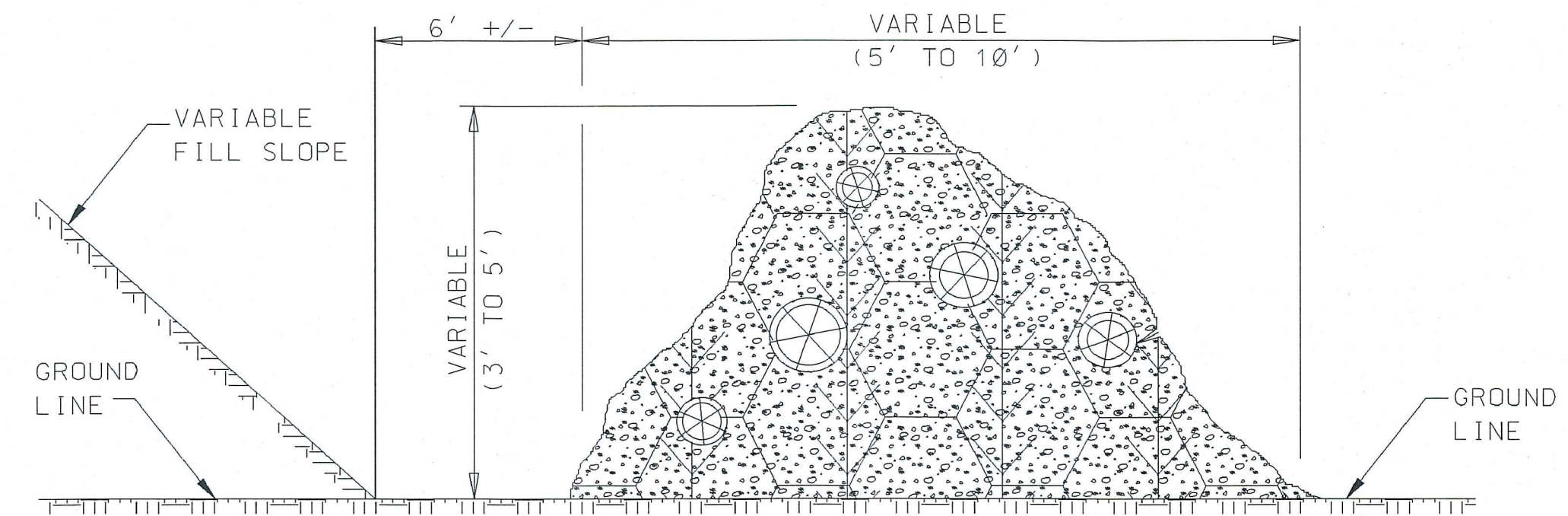
[illegible]



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

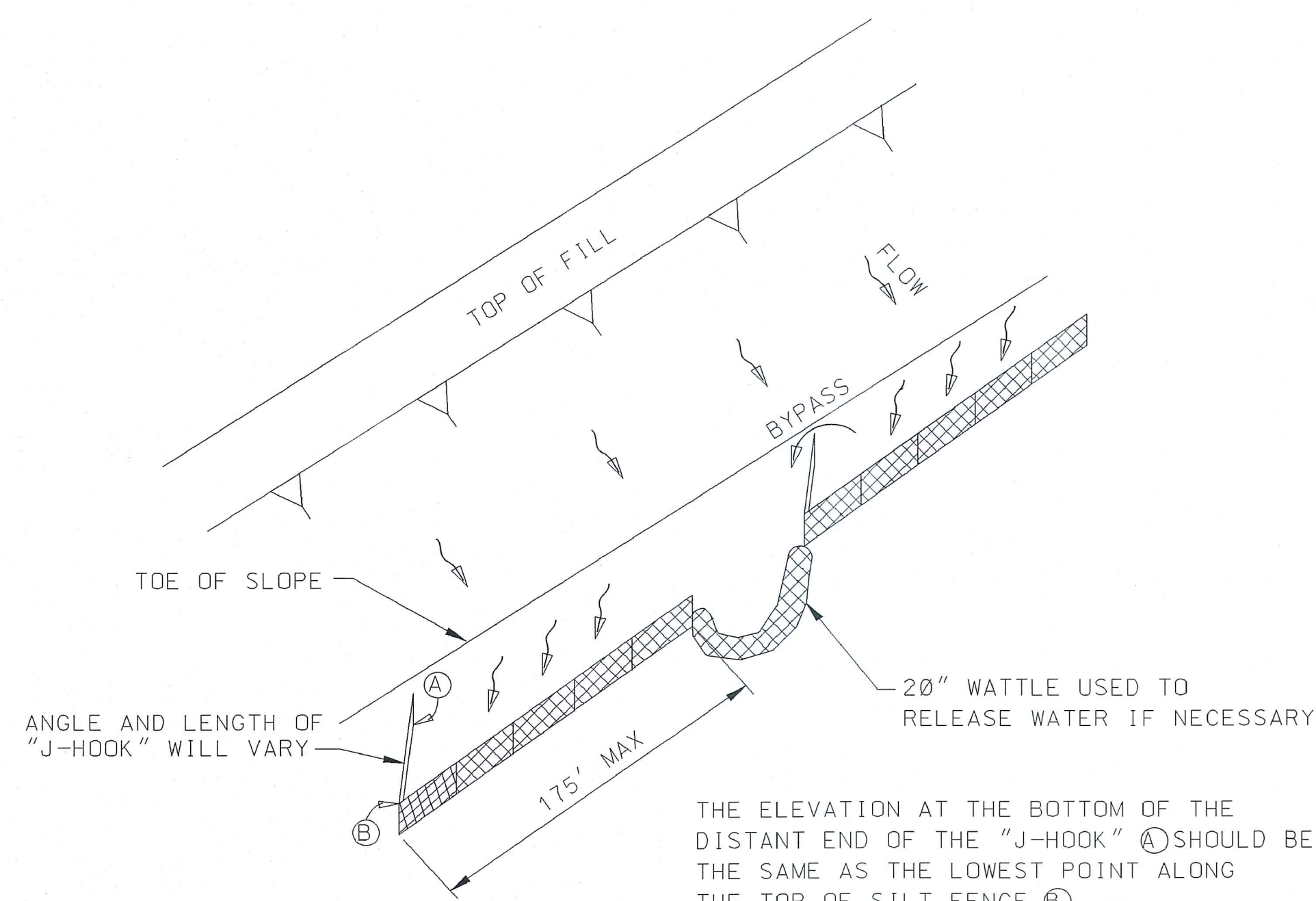
TEMPORARY BRUSH BARRIER

NOTES:

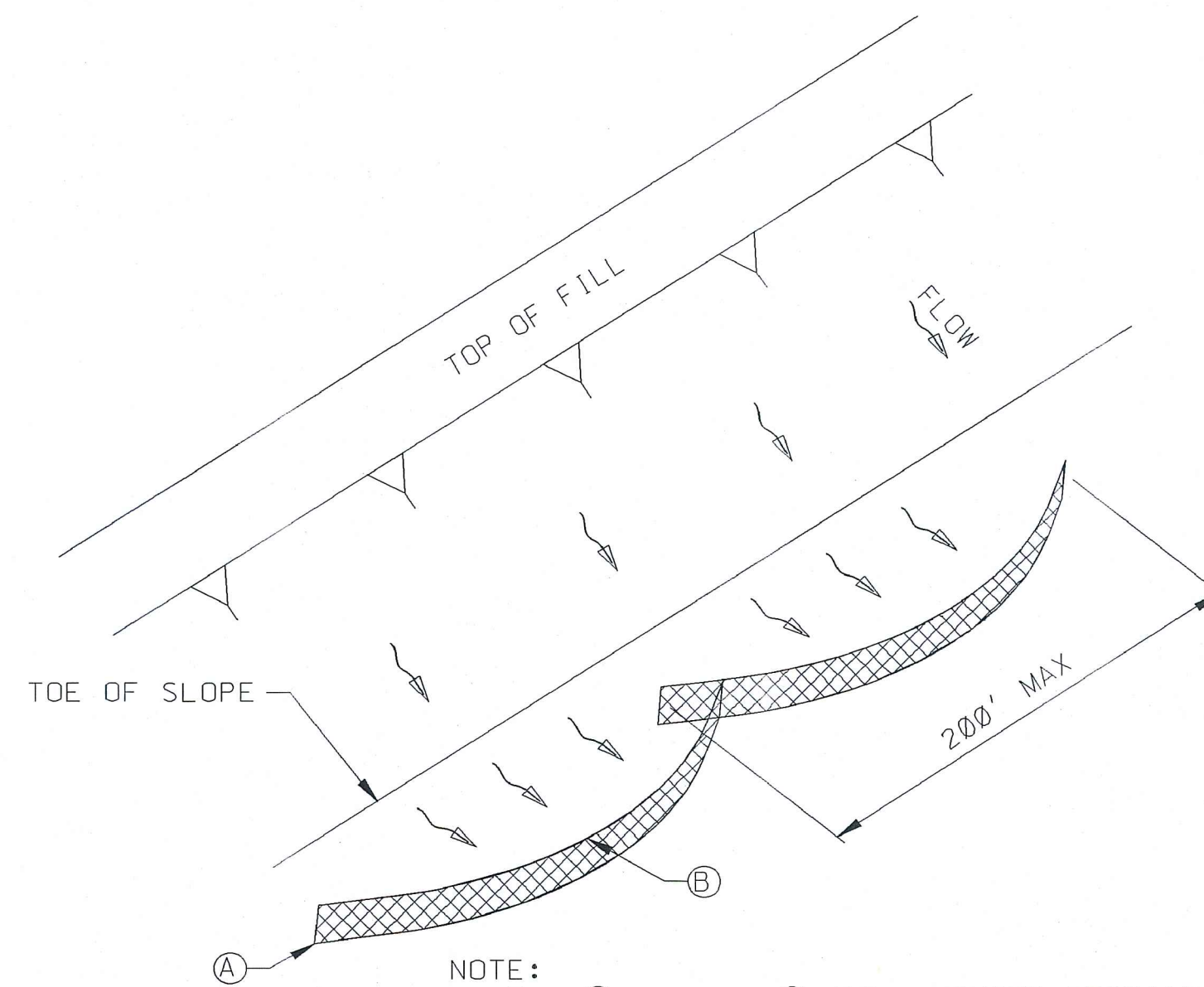
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED 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:

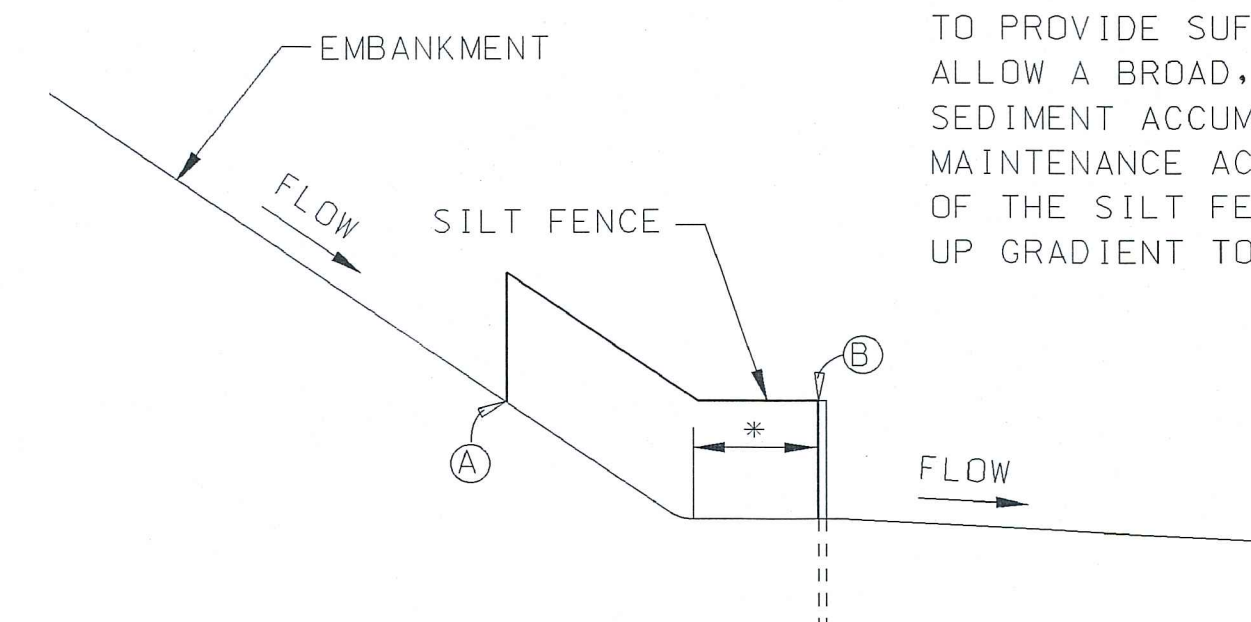
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



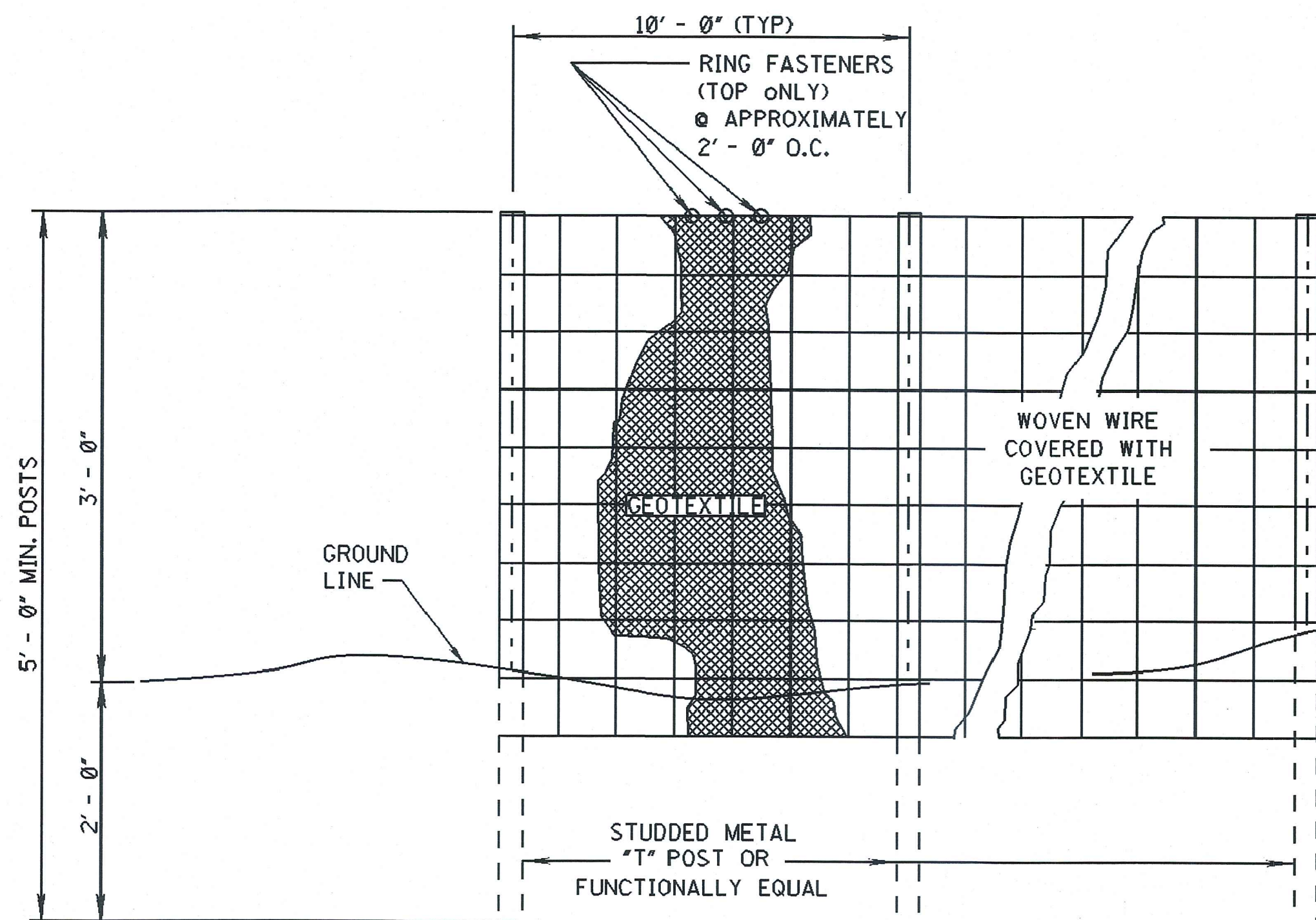
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



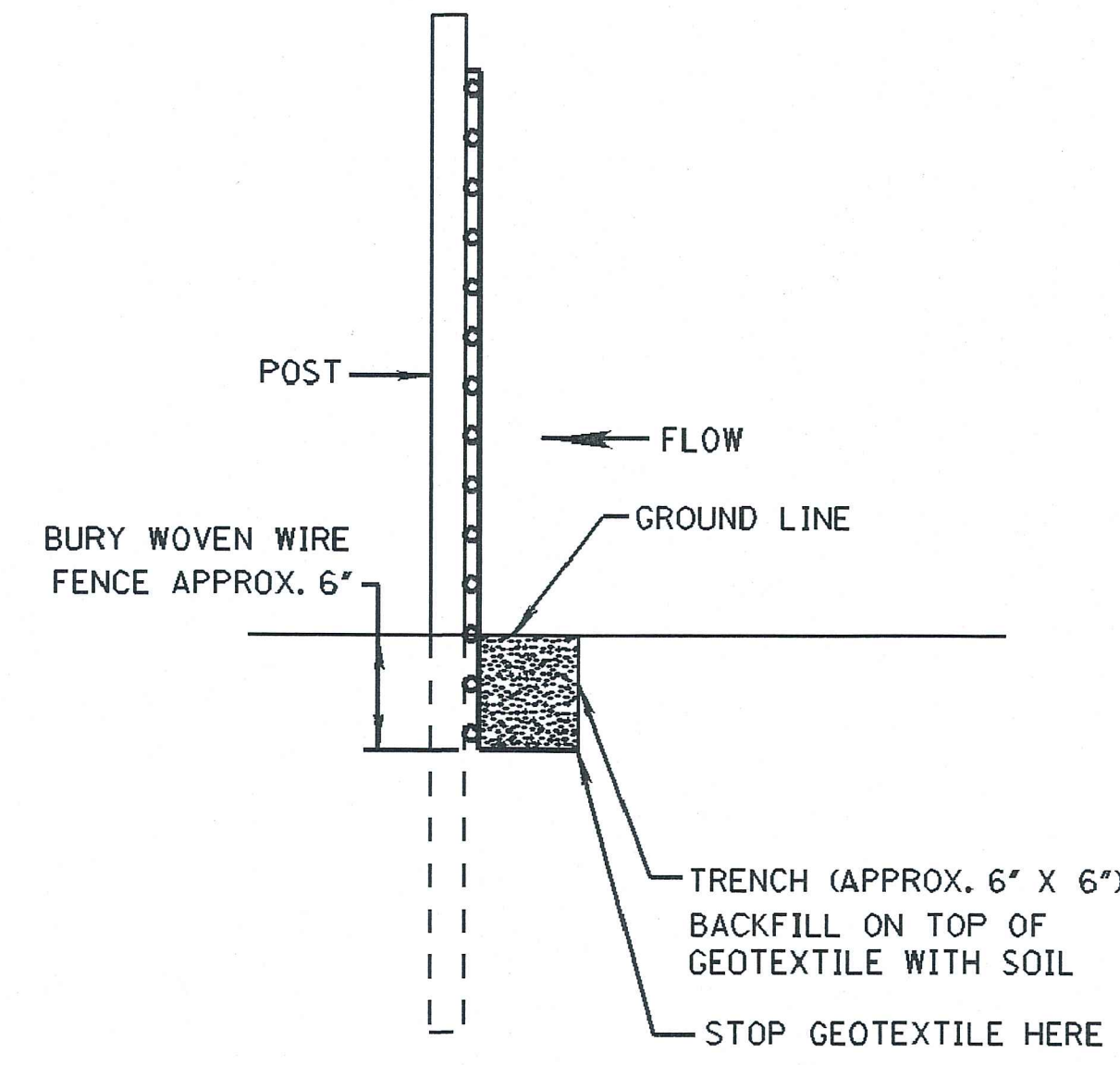
SILT FENCE SECTION AT TOE OF FILL

- * 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.

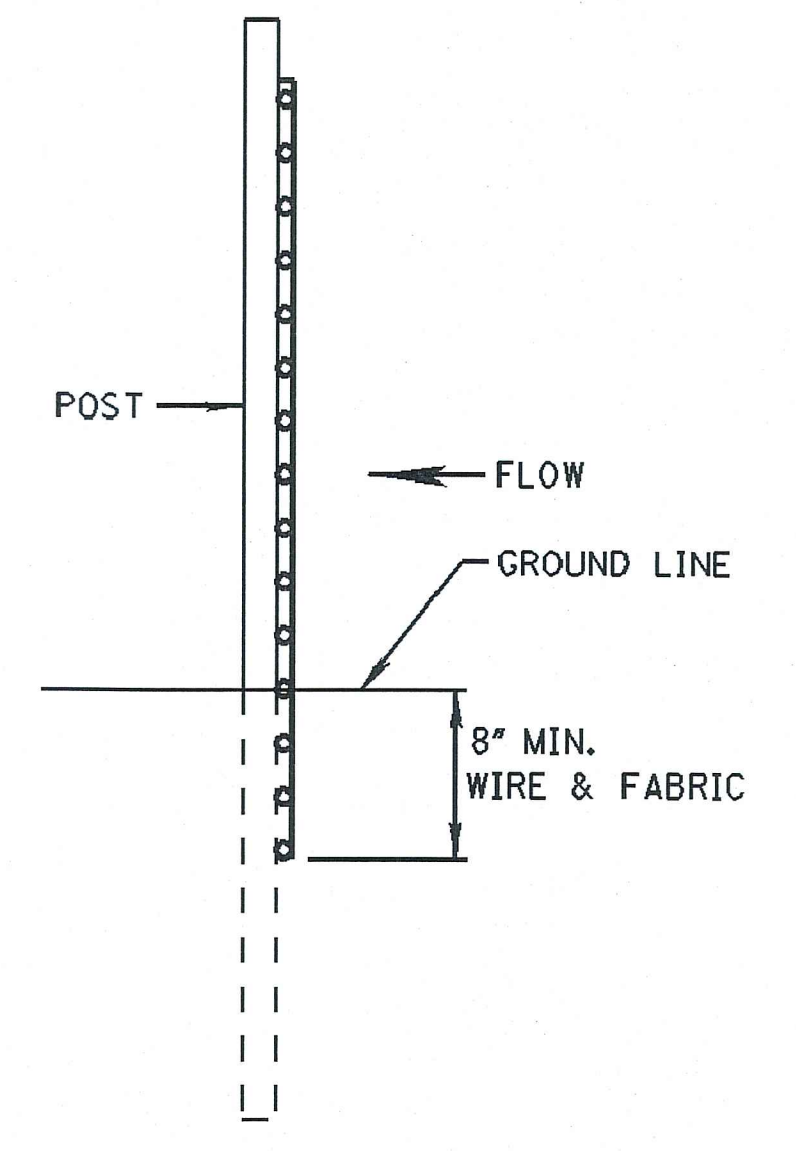
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
WORKING NUMBER	ECD-2
FILENAME:	EROSION CONTROL\ECD-2.DGN
DESIGN TEAM:	CHECKED: DATE:



ELEVATION VIEW



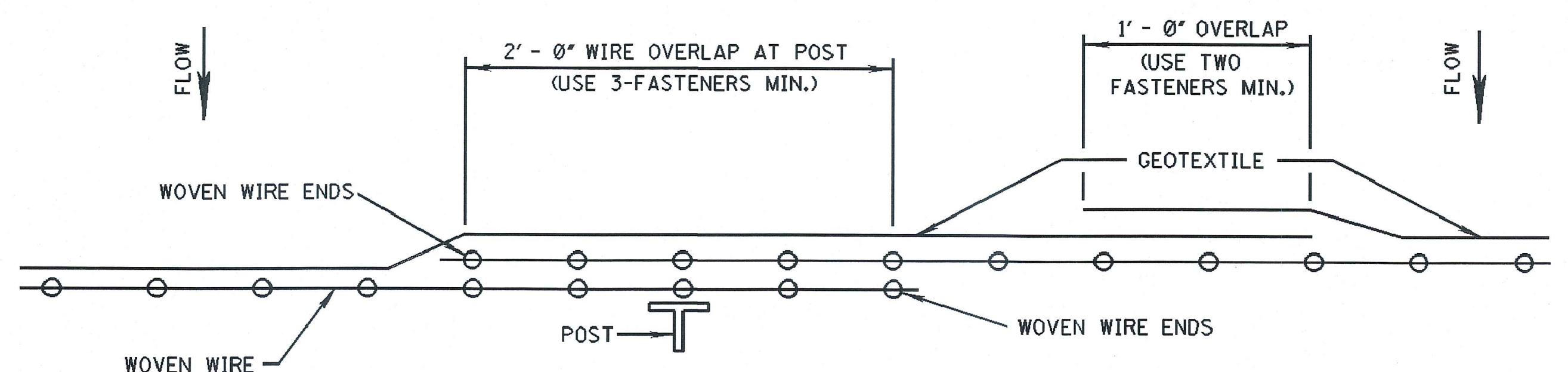
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

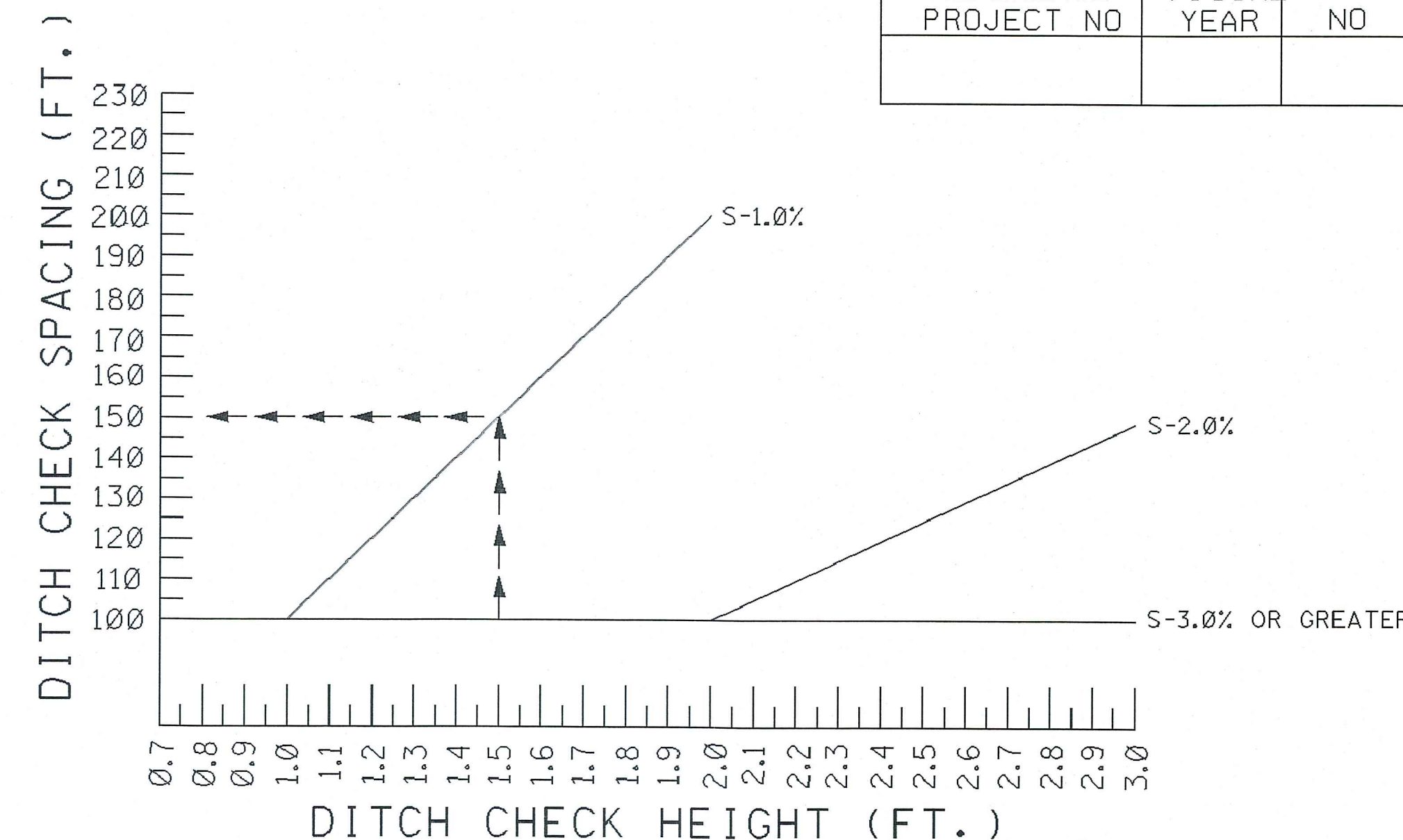
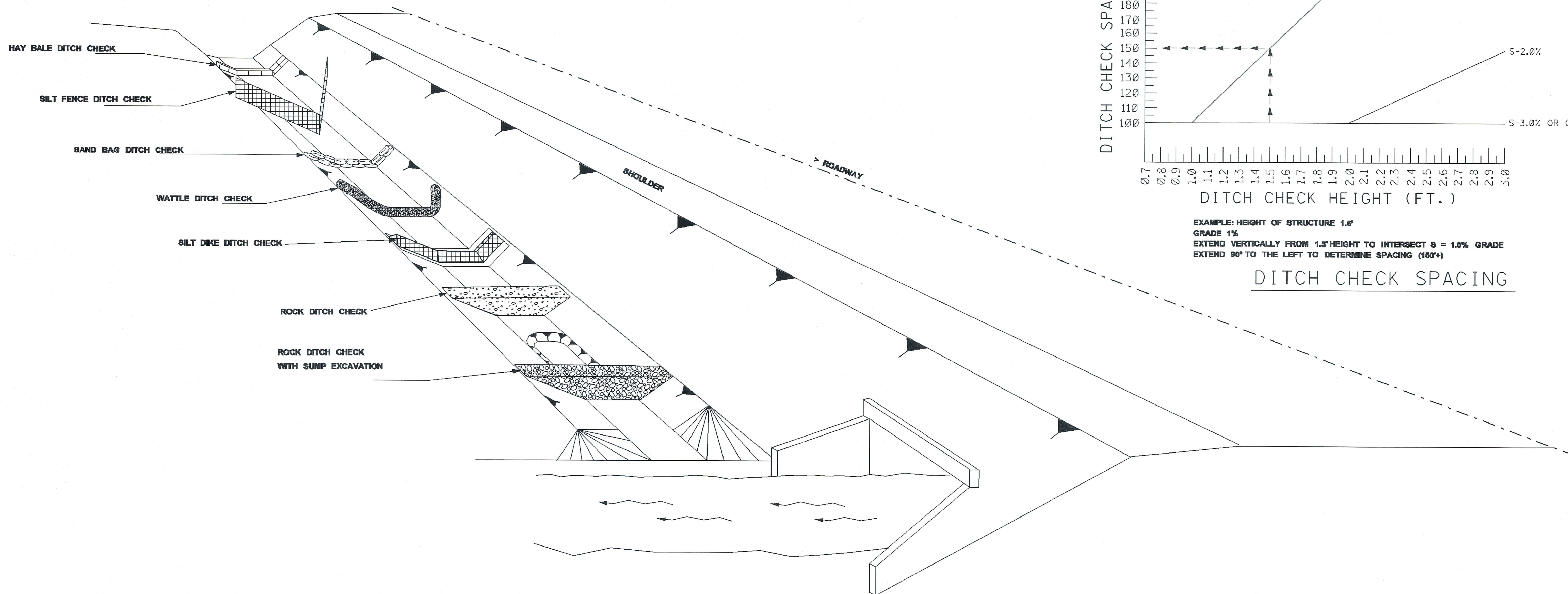
- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND 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.



PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SILT FENCE INSTALLATION	
WORKING NUMBER	ECD-3
FILENAME: EROSION CONTROL\ECD-3.DGN	SHEET NUMBER 17
DATE	DESIGN TEAM
REVISION	CHECKED
BY	DATE

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO



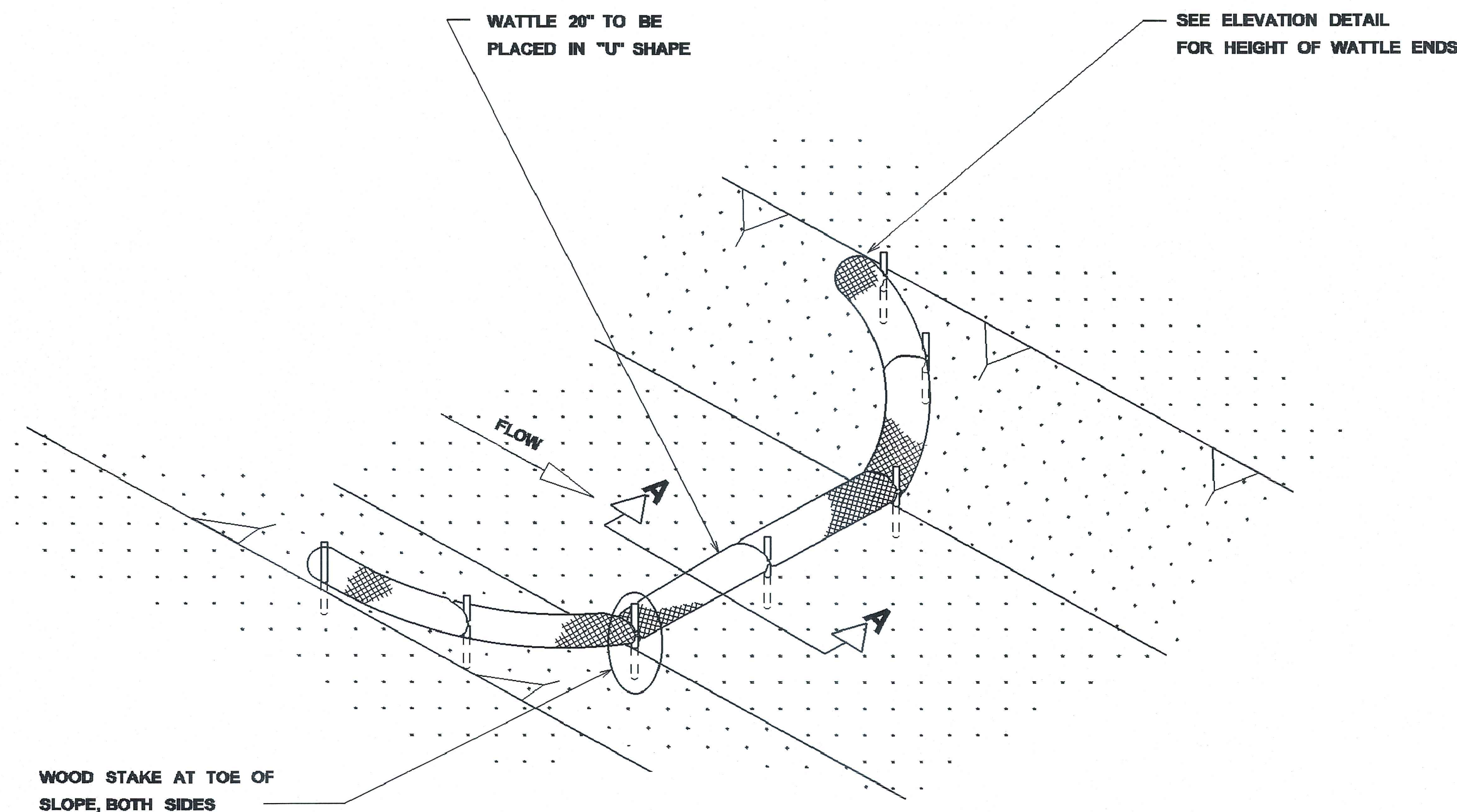
EXAMPLE: HEIGHT OF STRUCTURE 1.5'
GRADE 1%
EXTEND VERTICALLY FROM 1.5' HEIGHT TO INTERSECT S = 1.0% GRADE
EXTEND 90° TO THE LEFT TO DETERMINE SPACING (150')

DITCH CHECK SPACING

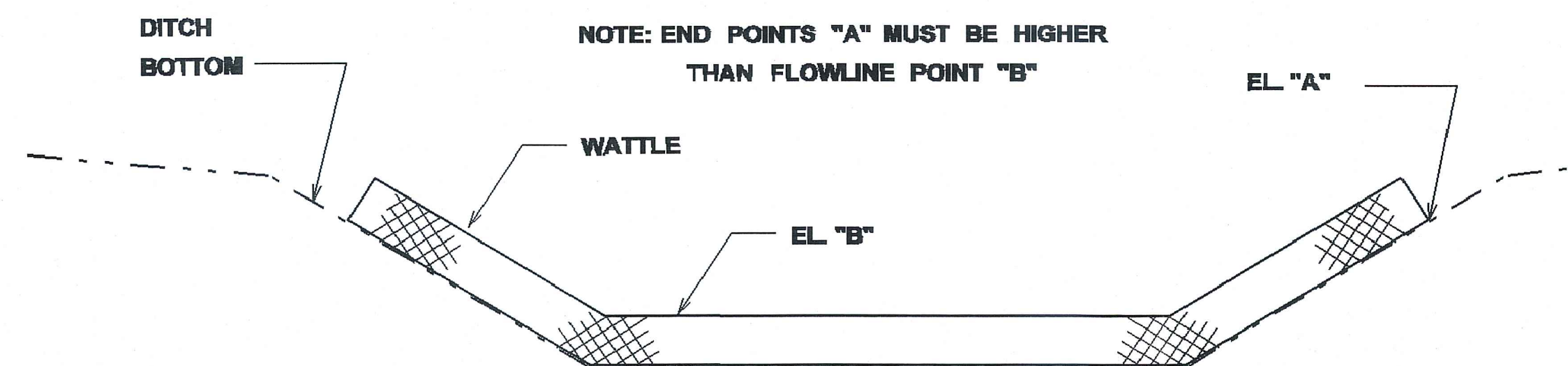
NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

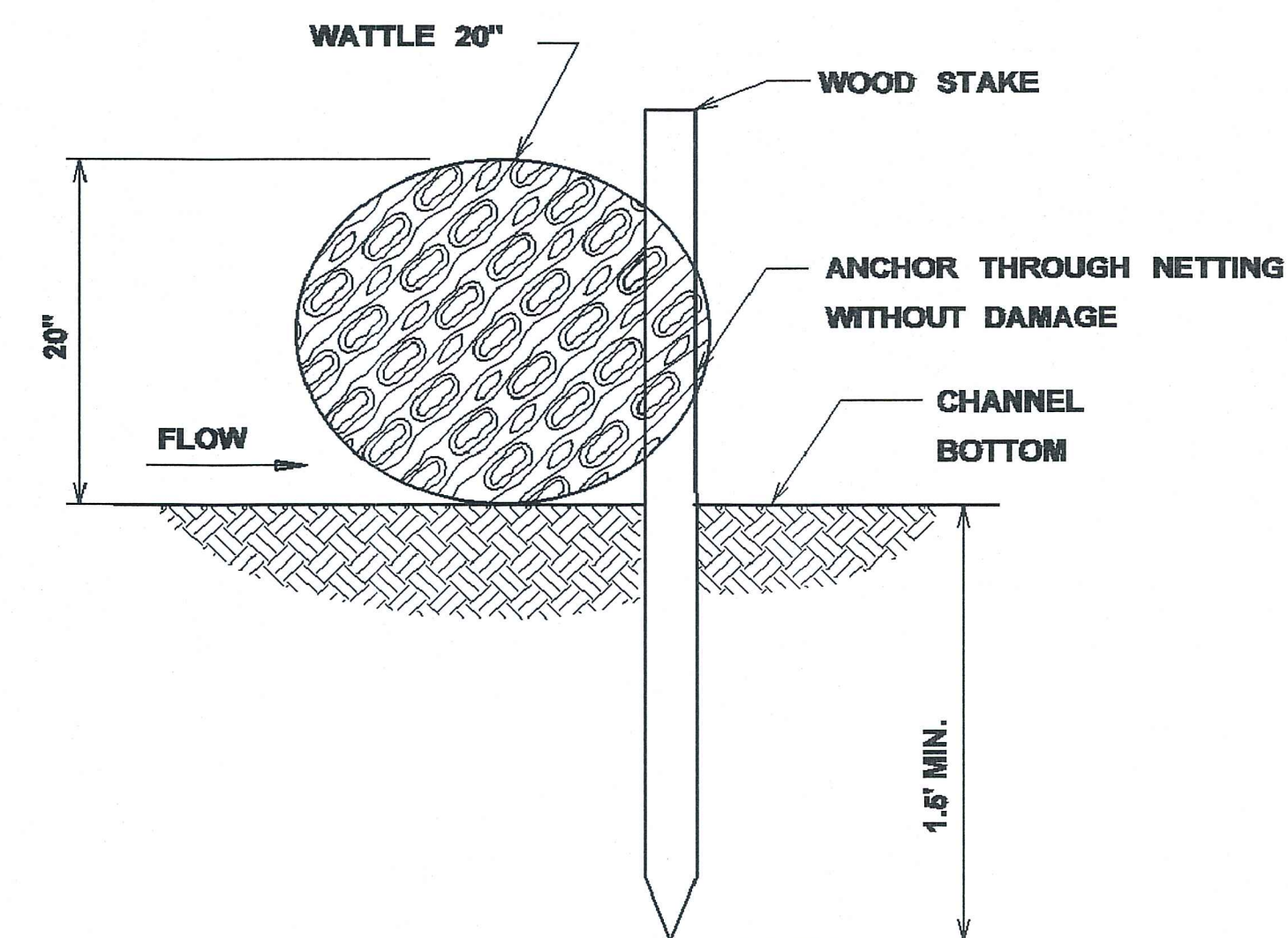
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
DATE	REVISION
FILENAME: EROSION CONTROL/ECD-4.DGN	WORKING NUMBER ECD-4
DESIGN TEAM	CHECKED
DATE	DATE
SHEET NUMBER 18	



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

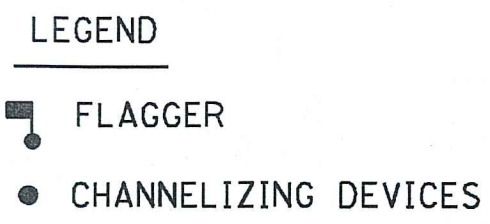
NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
WATTLE DITCH CHECK	
DATE	FILENAME: EROSION CONTROL ECD-6.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER	SHEET NUMBER
ECD-6	19



1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. 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.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

[illegible]

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV –
MISCELLANEOUS CONNECTIONS
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2 - FINAL

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C.B. Developers, Inc. Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 12th Day of January, 2017 for the Comprehensive Water Improvements Phase IV – Miscellaneous Connections.

WHEREAS: This agreement includes the modification of contract quantities to reflect the work completed by C.B. Developers, Inc. All original quantities shall be revised to match the final quantities listed in the attached list of Overruns and Underruns.

Original Contract Price = \$271,676.78
Revised per Supplemental Agreement # 1 = \$4,883.00
Revised per Supplemental Agreement #2 = (\$16,909.70)

Revised Contract Amount = \$259,650.08

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, C.B. Developers, Inc. Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 13th day of August, 2018

C.B. Developers, Inc.

By: _____

Contractor

Witness: _____

Arch Insurance Company

By: _____

Surety

Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

Witness: _____

Wes Price/Witness



City of Hattiesburg

By: _____

Owner

Witness: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amanda Jean Charfauros, Brody Eric Buckley, Jason S. Hollis, Jerry G. Veazey, Jr., Jim A. Armstrong, Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Jackson, MS (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

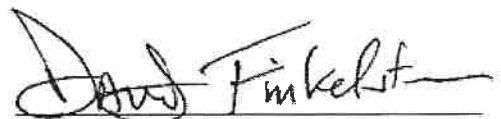
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of May, 2018.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

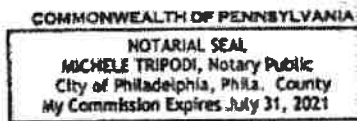



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 29, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of AUG 13 2018, 20____.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



00ML0013 00 03 03

Page 2 of 2

Printed in U.S.A.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 1 - Old Highway 42 By Pass								
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	580	555		25	\$34.01	\$ -	\$ 850.25
Original Quantity Reduced Per Supplemental Agreement No. 1 and Further Decreased Due to Field Determination									
2	Connection: Proposed 8" Water Line to Existing 8" Water Line	Each	2	2			\$2,412.69	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	1	1			\$1,070.88	\$ -	\$ -
No Change									
4	2" Service Tap	Each	4	1		3	\$725.03	\$ -	\$ 2,175.09
Per Supplemental Agreement No. 1									
5	Concrete Pavement Repair (All Depths)	SY	0	0			\$58.75	\$ -	\$ -
Item Removed From Site 1 Per Supplemental Agreement No. 1									
6	Asphalt Pavement Repair (All Depths)	SY	0	28.44	28.44		\$72.86	\$ 2,072.14	
Original Quantity Removed Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
7	Concrete Curb & Gutter Repair (All Types)	LF	0	0			\$82.26	\$ -	\$ -
Item Removed From Site 1 Per Supplemental Agreement No. 1									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8	Temporary Erosion Control	LS	1	1			\$3,525.26	\$ -	\$ -
No Change									
9	Grassing	LS	1	1			\$2,056.40	\$ -	\$ -
No Change									
10	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
11	Maintenance of Traffic	LS	1	1			\$3,525.26	\$ -	\$ -
No Change									
12	10" SDR-11 HDPE (Bored)(Concrete, Asphalt, and Concrete Curb & Gutter)		1	1			\$33,508.35	\$ -	\$ -
Item Added Per Supplemental Agreement No. 1									
	Site 2 - Old Highway 42 By Pass							\$ -	\$ -
	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	500	485		15	\$54.62	\$ -	\$ 819.30
Decrease due to field determination									
2	Connection: Proposed 12" Water Line to Existing 12" Gate Line	Each	2	2			\$1,205.98	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
3	12" Gate Valve	Each	2	1		1	\$1,971.80	-	\$ 1,971.80
Decrease due to field determination									
4	Driveway Repair (Class 4, Group B), LVM	CY	35	35			\$55.23	-	\$ -
No Change									
5	Trench Repair, Select Fill (Class 9 , Group C), LVM	CY	60	60			\$13.51	-	\$ -
No Change									
6	Asphalt Pavement Repair (All Depths)	SY	30	0		30	\$99.88	-	\$ 2,996.40
Decrease due to field determination									
7	Temporary Erosion Control	LS	1	1			\$587.54	-	\$ -
No Change									
8	Grassing	LS	1	1			\$381.90	-	\$ -
No Change									
9	Mobilization	LS	1	1			\$1,762.63	-	\$ -
No Change									
10	Maintenance of Traffic	LS	1	1			\$1,762.63	-	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 3 - Old Highway 42 By Pass							\$ -	\$ -
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	240	260	20		\$55.44	\$ 1,108.80	\$ -
Increase due to field determination									
2	20" Steel Casing (Open Cut)	LF	100	100			\$86.55	\$ -	\$ -
No Change									
3	Connection: Proposed 12" Water Line to Existing Water Line	Each	2	3	1		\$2,323.15	\$ 2,323.15	\$ -
Increase due to field determination									
4	12" Gate Valve	Each	2	0		2	\$1,971.80	\$ -	\$ 3,943.60
Decrease due to field determination									
5	12" Insert-A-Valve	Each	1	0		1	\$15,041.13	\$ -	\$ 15,041.13
Decrease due to field determination									
6	Rip Rap (Size 300)	SY	20	0		20	\$49.94	\$ -	\$ 998.80
Decrease due to field determination									
7	Asphalt Pavement Repair (All Depths)	SY	30	77.5	47.5		\$99.88	\$ 4,744.30	\$ -
Increase due to field determination									
8	Concrete Curb & Gutter Repair	LF	10	0		10	\$82.26	\$ -	\$ 822.60
Decrease due to field determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
9	Temporary Erosion Control	LS	1	1			\$587.54	\$ -	\$ -
No Change									
10	Grassing	LS	1	1			\$381.90	\$ -	\$ -
No Change									
11	Mobilization	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
12	Maintenance of Traffic	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
	Site 4 - Walnut Street							\$ -	\$ -
	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	220		10	\$36.96	\$ -	\$ 369.60
Decrease due to field determination									
2	Connection: Proposed 6" Water Line to Existing 4" Water Line	Each	2	2			\$2,277.32	\$ -	\$ -
No Change									
3	6" Gate Valve	Each	2	1		1	\$815.51	\$ -	\$ 815.51
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	30.8	10.8		\$99.88	\$ 1,078.70	\$ -
Increase due to field determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
8	Maintenance of Traffic	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
9	6"x3/4" Service Reconnect (Curb, Corp, Saddle, Bod)		2	5	3		\$472.00	\$ 1,416.00	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
10	3/4" Service Tube		130	135	5		\$11.98	\$ 59.90	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
11	Concrete Pavement Repair (All Depths)		0	6	6		\$58.75	\$ 352.50	\$ -
Item Added to Site 4 Per Supplemental Agreement No. 1									
12	Concrete Curb and Cutter (All Types)		0	3	3		\$82.26	\$ 246.78	\$ -
Item Added to Site 4 Per Supplemental Agreement No. 1									
	Site 5 - Katie Avenue							\$ -	\$ -
	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)								
1		LF	230	200		30	\$36.96	\$ -	\$ 1,108.80
Decrease due to field determination									
2	Connection: Proposed 6" Water Line to Existing 4" Water Line	Each	2	2			\$2,042.30	\$ -	\$ -
No Change									
3	6" Gate Valve	Each	2	1		1	\$815.51	\$ -	\$ 815.51
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	33	13		\$99.88	\$ 1,298.44	\$ -
Increase due to field determination									
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
8	Maintenance of Traffic	LS	1	1			\$1,762.63	\$ -	\$ -
No Change									
	Site 6 - Arledge Street							\$ -	\$ -
	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	230	220		10	\$49.71	\$ -	\$ 497.10
Decrease due to field determination									
2	Connection: Proposed 8" Water Line to Existing 6" Water Line	Each	2	2			\$2,457.11	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	2	1		1	\$1,101.06	\$ -	\$ 1,101.06
Decrease due to field determination									
4	2" Service Tap	Each	1	0		1	\$725.03	\$ -	\$ 725.03
Decrease due to field determination									
5	Asphalt Pavement Repair (All Depths)	SY	20	28.2	8.2		\$99.88	\$ 819.02	\$ -
Increase due to field determination									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
6	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
8	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									
9	Maintenance of Traffic	LS	1	1			\$2,056.40	\$ -	\$ -
No Change									
10	6"x3/4" Service Reconnect (Curb, Corp, Saddle, Bod)		2	6	4		\$472.00	\$ 1,888.00	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									
11	3/4" Service Tube		120	190	70		\$11.98	\$ 838.60	\$ -
Item Added Per Supplemental Agreement No. 1 and Then Increased Due to Field Determination									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Site 7 - Edwards Street							\$ -	\$ -
1	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	LF	260	240		20	\$49.55	\$ -	\$ 991.00
Decrease due to field determination									
2	Connection: Proposed 8" Water Line to Existing Water Line	Each	2	2			\$2,457.11	\$ -	\$ -
No Change									
3	8" Gate Valve	Each	2	1		1	\$1,101.06	\$ -	\$ 1,101.06
Decrease due to field determination									
4	Asphalt Pavement Repair (All Depths)	SY	20	39.9	19.9		\$99.88	\$ 1,987.61	\$ -
Increase due to field determination									
5	Temporary Erosion Control	LS	1	1			\$1.18	\$ -	\$ -
No Change									
6	Grassing	LS	1	1			\$1.18	\$ -	\$ -
No Change									
7	Mobilization	LS	1	1			\$2,937.72	\$ -	\$ -
No Change									

OVERRUNS UNDERRUNS
PROJECT: COMSWIP Water Improvements Phase VI - Miscellaneous Water Connections
CONTRACTOR: C.B. Developers, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
8	Maintenance of Traffic	LS	1	1			\$4,112.81	\$ -	\$ -
No Change									
TOTAL SITES 1-7							\$28,512.11		

\$ 20,233.940 \$ 37,143.64

PROJECT DECREASE \$ (16,909.70)

Original Contract Amount \$ 271,676.78
Underrun \$ (16,909.70)
Supplemental Agreement No. 1 \$ 4,883.00
Final Contract Amount \$ 259,650.08

Contractor's Application for Payment No. 4 & Final

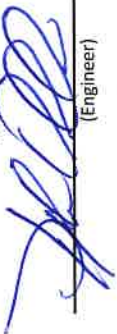
Application Period:		Beginning:	12/21/2017	Ending:	2/19/2018	Application Date:	26-Apr-18
To (Owner):							
City of Hattiesburg							
From (Contractor):							Via (Engineer):
C. B. Developers, Inc.							Shows, Dearman & Waits
Contract:							
Project:							
Comprehensive Water Improvements-Phase 4							
Owner's Contract No.:							Engineer's Project No.:
Not Applicable							668

1. ORIGINAL CONTRACT PRICE	\$	271,676.78
2. Net change by Change Orders	\$	(12,026.70)
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	259,650.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	259,650.08
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	-
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	259,650.08
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	259,650.08
8. AMOUNT DUE THIS APPLICATION	\$	-
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	-
(Column G on Progress Estimate + Line 5 above)		

Approved Change Orders		
Number	Additions	Deductions
SA-1	\$ 38,391.35	\$ 33,508.35
SA-2		\$ 16,909.70
TOTALS	\$ 38,391.35	\$ 50,418.05
NET CHANGE BY CHANGE ORDERS	\$	(12,026.70)

CONTRACTOR'S CERTIFICATION

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

Payment of:	\$0.00	(Line 8 or other - attach explanation of other amount)
Is recommended by:		 9-18-18
Payment of:	\$0.00	(Date)
Is approved by:	(Engineer)	(Date)
Is approved by:	(Owner)	(Date)
Approved by:	(Funding Agency, if applicable)	(Date)

EJCDC No. C-620 (2002 Edition)

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

Comprehensive Water Improvements-Phase 4				8/5/2017	12/20/2017		3 & Final		Application Number:		
Application Period:				12/21/2017	TO	2/19/2018	Application Date:		25-Apr-18		
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	G		
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)	
SITE 1-OLD HIGHWAY 42 BYPASS											
WATER PIPE ITEMS											
1	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	580.0	\$ 34.01	\$ 19,725.80	555	\$ 18,875.55		\$ 18,875.55	96%	\$ 850.25	
CONNECTION ITEMS											
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 8" WATER LINE	2.0	\$ 2,412.69	\$ 4,825.38	2	\$ 4,825.38		\$ 4,825.38	100%	\$ -	
3	8" GATE VALVE	1.0	\$ 1,070.88	\$ 1,070.88	1	\$ 1,070.88		\$ 1,070.88	100%	\$ -	
4	2" SERVICE TAP	4.0	\$ 725.03	\$ 2,900.12	1	\$ 725.03		\$ 725.03	25%	\$ 2,175.09	
MISCELLANEOUS CONSTRUCTION ITEMS											
5	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		\$ 58.75	\$ -	-	\$ -		\$ -	#DIV/0!	\$ -	
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		\$ 72.86	\$ -	28.44	\$ 2,072.14		\$ 2,072.14	#DIV/0!	\$ (2,072.14)	
7	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)		\$ 82.26	\$ -	-	\$ -		\$ -	#DIV/0!	\$ -	
8	TEMPORARY EROSION CONTROL	1.0	\$ 3,525.26	\$ 3,525.26	1	\$ 3,525.26		\$ 3,525.26	100%	\$ -	
9	GRASSING	1.0	\$ 2,056.40	\$ 2,056.40	1	\$ 2,056.40		\$ 2,056.40	100%	\$ -	
10	MOBILIZATION	1.0	\$ 2,937.72	\$ 2,937.72	1	\$ 2,937.72		\$ 2,937.72	100%	\$ -	
11	MAINTENANCE OF TRAFFIC	1.0	\$ 3,525.26	\$ 3,525.26	1	\$ 3,525.26		\$ 3,525.26	100%	\$ -	
12	10" SDR-11 HDPE (BORED) (CONCRETE, ASPHALT, AND CONCRETE)	1.0	\$ 33,508.35	\$ 33,508.35	1	\$ 33,508.35		\$ 33,508.35	100%	\$ -	
SITE 2-OLD HIGHWAY 42 BYPASS											
WATER PIPE ITEMS											
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	500.0	\$ 54.62	\$ 27,310.00	485	\$ 26,490.70		\$ 26,490.70	97%	\$ 819.30	
CONNECTION ITEMS											
2	CONNECTION: PROPOSED 12" WATER LINE GT EXISTING 12" WATER LINE	2.0	\$ 1,205.98	\$ 2,411.96	2	\$ 2,411.96		\$ 2,411.96	100%	\$ -	
3	12" GATE VALVE	2.0	\$ 1,971.80	\$ 3,943.60	1	\$ 1,971.80		\$ 1,971.80	50%	\$ 1,971.80	
MISCELLANEOUS CONSTRUCTION ITEMS											
4	DRIVEWAY REPAIR (CLASS 4, GROUP B), LVM	35.0	\$ 55.23	\$ 1,933.05	35	\$ 1,933.05		\$ 1,933.05	100%	\$ -	
5	TRENCH REPAIR, SELECT FILL (CLASS 9, GROUP C), LVM	60.0	\$ 13.51	\$ 810.60	60	\$ 810.60		\$ 810.60	100%	\$ -	
TOTALS				\$ 110,484.38		\$ 106,740.08		\$ 106,740.08		\$ 3,744.30	

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):		Comprehensive Water Improvements-Phase 4				Application Number:		3 & Final		
Application Period:		12/21/2017		TO 2/19/2018		Application Date:		26-Apr-18		
Pay Item	A	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
	Item Description									
	Subtotal from Previous Page			\$ 110,484.38		\$ 106,740.08		\$ 106,740.08		\$ 3,744.30
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	30.0	\$ 99.88	\$ 2,996.40	-	\$ -		\$ -		\$ 2,996.40
7	TEMPORARY EROSION CONTROL	1.0	\$ 587.54	\$ 587.54	1	\$ 587.54		\$ 587.54	100%	\$ -
8	GRASSING	1.0	\$ 381.90	\$ 381.90	1	\$ 381.90		\$ 381.90	100%	\$ -
9	MOBILIZATION	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
10	MAINTENANCE OF TRAFFIC	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
	SITE 3-OLD HIGHWAY 42 BYPASS									
	WATER PIPE ITEMS									
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	240.0	\$ 55.44	\$ 13,305.60	260	\$ 14,414.40		\$ 14,414.40	108%	\$ (1,108.80)
2	20" STEEL CASING (OPEN CUT)	100.0	\$ 86.55	\$ 8,655.00	100	\$ 8,655.00		\$ 8,655.00	100%	\$ -
	CONNECTION ITEMS									
3	CONNECTION: PROPOSED 12" WATER LINE OT EXISTING 12" W	2.0	\$ 2,323.15	\$ 4,646.30	3	\$ 6,969.45		\$ 6,969.45	150%	\$ (2,323.15)
4	12" GATE VALVE	2.0	\$ 1,971.80	\$ 3,943.60	-	\$ -		\$ -		\$ 3,943.60
5	12" INSERT-A-VALVE	1.0	\$ 15,041.13	\$ 15,041.13	-	\$ -		\$ -		\$ 15,041.13
	MISCELLANEOUS CONSTRUCTION ITEMS									
6	RIP RAP (SIZE 300)	20.0	\$ 49.94	\$ 998.80	-	\$ -		\$ -		\$ 998.80
7	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	30.0	\$ 99.88	\$ 2,996.40	77.50	\$ 7,740.70		\$ 7,740.70	258%	\$ (4,744.30)
8	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)	10.0	\$ 82.26	\$ 822.60	-	\$ -		\$ -		\$ 822.60
9	TEMPORARY EROSION CONTROL	1.0	\$ 587.54	\$ 587.54	1	\$ 587.54		\$ 587.54	100%	\$ -
10	GRASSING	1.0	\$ 381.90	\$ 381.90	1	\$ 381.90		\$ 381.90	100%	\$ -
11	MOBILIZATION	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
12	MAINTENANCE OF TRAFFIC	1.0	\$ 1,762.63	\$ 1,762.63	1	\$ 1,762.63		\$ 1,762.63	100%	\$ -
	SITE 4-WALNUT STREET									
	WATER PIPE ITEMS									
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL	230.0	\$ 36.96	\$ 8,500.80	220	\$ 8,131.20		\$ 8,131.20	96%	\$ 369.60
	CONNECTION ITEMS									
	TOTALS			\$ 181,380.41		\$ 161,640.23		\$ 161,640.23		\$ 19,740.18

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

Comprehensive Water Improvements-Phase 4											
For (contract):		12/21/2017		TO		2/19/2018		Application Number:			
Application Period:		A		B		C		D		E	
Item Description		Unit Price		Bid Value		Estimated Quantity		Value		Material's Stored	
						Installed				(not in C)	
Bid Quantity										Total Completed and Stored to Date (D + E)	

EICDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

Comprehensive Water Improvements-Phase 4				3 & Final								
For (contract):		Application Period: 12/21/2017 TO 2/19/2018		Application Number: 26-Apr-18								
Application Period:				Application Date:								
		A	Bid Quantity	Unit Price	B	Bid Value	C	D	E	F	%	G
Pay Item	Item Description						Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)
	Subtotal from Previous Page				\$	218,859.60		\$	200,831.92	\$		\$
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL WATER PIPE ITEMS		230.0	\$ 49.71	\$	11,433.30	220	\$ 10,936.20		\$		\$
2	CONNECTION ITEMS				\$					\$		\$
	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING 6" WATER	2.0	\$ 2,457.11	\$	4,914.22		2	\$ 4,914.22		\$	100%	\$
3	8" GATE VALVE	2.0	\$ 1,101.06	\$	2,202.12		1	\$ 1,101.06		\$	50%	\$ 1,101.06
4	2" SERVICE TAP	1.0	\$ 725.03	\$	725.03		-	\$ -		\$		\$ 725.03
	MISCELLANEOUS CONSTRUCTION ITEMS				\$					\$		\$
5	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$	1,997.60		28.2	\$ 2,816.62		\$	141%	\$ (819.02)
6	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$	1.18		1	\$ 1.18		\$	100%	\$
7	GRASSING	1.0	\$ 1.18	\$	1.18		1	\$ 1.18		\$	100%	\$
8	MOBILIZATION	1.0	\$ 2,937.72	\$	2,937.72		1	\$ 2,937.72		\$	100%	\$
9	MAINTENANCE OF TRAFFIC	1.0	\$ 2,056.40	\$	2,056.40		1	\$ 2,056.40		\$	100%	\$
10	6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX)	2.0	\$ 472.00	\$	944.00		6	\$ 2,832.00		\$	300%	\$ (1,888.00)
11	3/4" SERVICE TUBING	120.0	\$ 11.98	\$	1,437.60		190	\$ 2,276.20		\$	158%	\$ (838.60)
	SITE 7-EDWARDS STREET				\$					\$		\$
	WATER PIPE ITEMS				\$					\$		\$
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL WATER PIPE ITEMS		260.0	\$ 49.55	\$	12,883.00	240	\$ 11,892.00		\$	92%	\$ 991.00
	CONNECTION ITEMS				\$					\$		\$
2	CONNECTION: PROPOSED 8" WATER LINE TO EXISTING WATER	2.0	\$ 2,457.11	\$	4,914.22		2	\$ 4,914.22		\$	100%	\$
3	8" GATE VALVE	2.0	\$ 1,101.06	\$	2,202.12		1	\$ 1,101.06		\$	50%	\$ 1,101.06
	MISCELLANEOUS CONSTRUCTION ITEMS				\$					\$		\$
4	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	20.0	\$ 99.88	\$	1,997.60		39.9	\$ 3,985.21		\$	200%	\$ (1,987.61)
5	TEMPORARY EROSION CONTROL	1.0	\$ 1.18	\$	1.18		1	\$ 1.18		\$	100%	\$
6	GRASSING	1.0	\$ 1.18	\$	1.18		1	\$ 1.18		\$	100%	\$
7	MOBILIZATION	1.0	\$ 2,937.72	\$	2,937.72		1	\$ 2,937.72		\$	100%	\$
	TOTALS				\$	272,446.97		\$		\$		\$ 16,909.70

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

Application Number: 3 & Final										
Application Period: Comprehensive Water Improvements-Phase 4										
Application Date: 26-Apr-18										
Application Period: 12/21/2017 TO 2/19/2018										
A										
B										
C										
D										
E										
F										
G										
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
B	Subtotal from Previous Page MAINTENANCE OF TRAFFIC	1.0	\$ 4,112.81	\$ 272,446.97	1	\$ 255,537.27		\$ 255,537.27	100%	\$ 16,909.70
			\$ -	\$ 4,112.81	-	\$ -		\$ 4,112.81		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
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			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
			\$ -	\$ -	-	\$ -		\$ -		\$ -
		TOTALS				\$ 276,559.78		\$ 259,650.08		\$ 259,650.08

EJCDC No. C-620 (2002 Edition)
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Monthly Totals

	DESCRIPTION										TOTAL
	1	2	3	4	5	6	7	8	9	10	Estimated Quantity Installed
6	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)										1
7	TEMPORARY EROSION CONTROL	1									1
8	GRASSING	1									1
9	MOBILIZATION	1									1
10	MAINTENANCE OF TRAFFIC	1									1
	SITE 3-OLD HIGHWAY 42 BYPASS										
	WATER PIPE ITEMS										
1	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260									260
2	20" STEEL CASING (OPEN CUT)	100									100
	CONNECTION ITEMS										
3	CONNECTION: PROPOSED 12" WATER LINE OT EXISTING 12" WATER LINE	3									3
4	12" GATE VALVE										
5	12" INSERT-A-VALVE										
	MISCELLANEOUS CONSTRUCTION ITEMS										
6	RIP RAP (SIZE 300)										
7	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		77.5								77.5
8	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)										
9	TEMPORARY EROSION CONTROL	1									1
10	GRASSING	1									1
11	MOBILIZATION	1									1
12	MAINTENANCE OF TRAFFIC	1									1
	SITE 4-WALNUT STREET										
	WATER PIPE ITEMS										
	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL. ADAPTER FITTINGS)	220									220
1	CONNECTION ITEMS										

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER LINE	2										2
3	5" GATE VALVE	1										1
4	MISCELLANEOUS CONSTRUCTION ITEMS											
5	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)		30.8									30.8
6	TEMPORARY EROSION CONTROL		1									1
7	GRASSING	1										1
8	MOBILIZATION	1										1
9	MAINTENANCE OF TRAFFIC	1										1
10	6" X 3/4" SERVICE RECONNECT (CURB, CORP. SADDLE, BOX)	5										5
11	3/4" SERVICE TUBING	135										135
12	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		6									6
	CONCRETE CURB & GUTTER REPAIR (ALL TYPES)		3									3
	SITE 5-KATIE AVENUE											
	WATER PIPE ITEMS											
1	6" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL. ADAPTER FITTINGS)	200										200
2	CONNECTION: PROPOSED 6" WATER LINE TO EXISTING 4" WATER LINE	2										2
3	5" GATE VALVE	1										1
4	MISCELLANEOUS CONSTRUCTION ITEMS											
5	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	1	33									33
6	TEMPORARY EROSION CONTROL	1										1
7	GRASSING	1										1
8	MOBILIZATION	1										1
	MAINTENANCE OF TRAFFIC	1										1
	SITE 6-ARLEGE STREET											

Monthly Totals

	DESCRIPTION										TOTAL
	1	2	3	4	5	6	7	8	9	10	Estimated Quantity Installed
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL ADAPTER FITTINGS) CONNECTION ITEMS 8" GATE VALVE 2" SERVICE TAP MISCELLANEOUS CONSTRUCTION ITEMS ASPHALT PAVEMENT REPAIR (ALL DEPTHS) TEMPORARY EROSION CONTROL GRASSING MOBILIZATION MAINTENANCE OF TRAFFIC 6" X 3/4" SERVICE RECONNECT (CURB, CORP, SADDLE, BOX) 3/4" SERVICE TUBING SITE 7-EDWARDS STREET WATER PIPE ITEMS	220									220
2		2									2
3		1									1
4											
5											
6			28.2								28.2
7		1									1
8		1									1
9		1									1
10		6									6
11		190									190
1	8" 200 PSI, DR-9, HDPE WATER PIPE (DIRECTIONAL BORE)(INCL ADAPTER FITTINGS) CONNECTION ITEMS 8" GATE VALVE MISCELLANEOUS CONSTRUCTION ITEMS ASPHALT PAVEMENT REPAIR (ALL DEPTHS) TEMPORARY EROSION CONTROL GRASSING MOBILIZATION	240									240
2		2									2
3		1									1
4											
5			39.9								39.9
6		1									1
7		1									1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
8	MAINTENANCE OF TRAFFIC	1										1

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. SU 1143308

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

Comprehensive Water Improvements Phase IV- Miscellaneous Connections

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 24, 2018
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal): Wes Price

Arch Insurance Company

(Surety)

By: Brody Eric Buckley

(Signature of authorized representative)

Brody Eric Buckley Attorney-in-Fact

(Printed name and title)

Resident MS Agent Fisher Brown Bottrell Insurance, Inc.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1143308

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

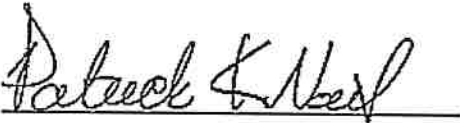
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

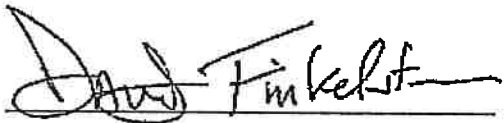
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of April, 2018.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

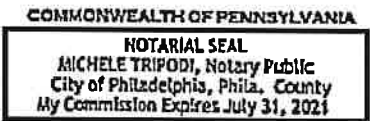


David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

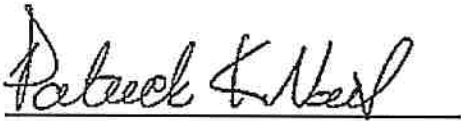


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 24, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of April, 2018.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES R.ELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





AIA®

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Comprehensive Water Improvements

Phase IV-Miscellaneous

Connections

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Same as Below

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

CONTRACT DATED: 01/12/2017

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: (Name and address)

C.B. Developers, Inc.

1716 Evelyn Gandy Pkwy, Suite 40
Hattiesburg, MS 39401

BY:

(Signature of authorized representative)

Mack Lister, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

8/16/18

Notary Public: Audrey Courtney

My Commission Expires: 10/30/2021

CAUTION: You should sign an original AIA Contract Document, in which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

G70609ACD42

AIA[®] Document G706[™] – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. AIA Document G706[™] is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA’s Owner-Contractor agreements and general conditions, such as AIA Document A201[™] and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A[™], Contractor’s Affidavit of Release of Liens, and G707[™], Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G706, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects’ legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect’s Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors’ associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor’s signature. G706 should be signed by the Contractor or the Contractor’s authorized representative.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

June 22, 2018

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase IV – Misc Connections
City of Hattiesburg, MS

Gentlemen:

We would like to request substantial completion on the above project starting on the 22th day of June 2018. The project is able to be used for its intended use.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.

C. B. Developers, Inc.

1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

June 22, 2018

Kyle Wallace
Shows, Dearman & Waits, Inc
301 Second Avenue
Hattiesburg, MS 39401

Re: Comprehensive Water Improvements Phase IV – Misc Connections
City of Hattiesburg, MS

Gentlemen:

Pursuant to ARTICLE 25- WARRANTY AND GUARANTEE, etc., in General Conditions, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning June 22, 2018 and ending June 22, 2019. This warranty includes all materials and work performed on the above referenced project.

Respectfully,



Mack Lister – Project Manager
C.B. Developers, Inc.



City of Hattiesburg, MS

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

Master

File Number: 2018-832

File ID: 2018-832

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/25/2018

Brief Title: Declaring (24) HRE-LCD and Orion LTE Cellular Meter Reading devices and system as a sole source purchase from Badger Meter, Inc.

Final Action: 10/02/2018

Minute Book Number:

Title:

Approve and Declare the purchase of Twenty-Four (24) HRE- LCD Register and Orion LTE Cellular Meter Reading System by Badger Meter, Inc, as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-14

Sponsors:

Enactment Date:

Attachments: Memo-Howe, Sole Source Letter, CELLULAR - MOBILE ME - HYBRID BID - WITH TRIMBLE 7

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve and Declare the purchase of Twenty-Four (24) HRE- LCD Register and Orion LTE Cellular Meter Reading System by Badger Meter, Inc, as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-832

Title

Approve and Declare the purchase of Twenty-Four (24) HRE- LCD Register and Orion LTE Cellular Meter Reading System by Badger Meter, Inc, as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information in the attached letter.

Summary

Declaring (24) HRE-LCD and Orion LTE Cellular Meter Reading devices and system as a sole source purchase from Badger Meter, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

9/25/18

This letter is to confirm that we need to purchase HR-E LCD register and Orion LTE Cellular Meter Reading System as proposed by Central Pipe. This is a water meter reading software. Badger Meter is the sole source manufacturer of the system and Central Pipe is the Badger Distributor responsible for the City of Hattiesburg.

Thanks.

Alan Howe

City of Hattiesburg

Director, Water and Sewer



BadgerMeter, Inc.

1905 TO 2005 ~ A CENTURY OF



FLOW MEASUREMENT SOLUTIONS

4545 West Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, WI 53224-9536

(414) 355-0400

9/14/18

City of Hattiesburg
Water Department

To Whom It May Concern:

This letter is to confirm that Central Pipe Supply is the Badger Distributor responsible for the City of Hattiesburg, MS. Additionally, Badger Meter is the sole source manufacturer of the HR-E LCD register and Orion LTE Cellular Meter Reading System as proposed by Central Pipe Supply.

Sincerely,
BADGER METER, INC

Pamela G. Stokke-Ceci
Assistant Secretary



101 Ware Road / Pearl, MS 39208

O: (601) 939-3322 / F: (601) 932-8944

CPSJ@CENTRALPIPE.COM

Getting Started with BEACON® MOBILE/CELLULAR

CUSTOMER: CITY OF HATTIESBURG SERVICES: 16000 DATE: 3/12/2018

WITH THE PURCHASE OF THE FOLLOWING:

(24) HRE-LCD ENCODERS & ORION LTE MANAGED ENDPOINTS: **\$4,800.00**

THE UTILITY WILL RECEIVE:

BEACON® Engagement Fee **\$ 5,580.00**

\$11,160.00 * 50% OFF = \$5,580.00

Mobile Read Module User Login x2 **NO CHARGE**

- NO CHARGE 1st YEAR

- \$360 per User after the 1st Year

Mobile Read Module Annual License **\$ 1,900.00**

\$3,800.00 * 50% OFF = \$1,900.00

\$1,900.00 each year thereafter

Software Hosting Fee **NO CHARGE**

- NO CHARGE 1st YEAR

BEACON® - Training **\$ 3,600.00**

Panasonic Toughpad FZ-G1 tablet **\$ 4,950.00**

ME Mobile Transceiver Kit **\$ 3,500.00**

Trimble 7 w/ ME & CE Module **\$ 10,500.00**

Total for BEACON Software and Reading Hardware: **\$ 30,030.00**

Complete Starter Package Total: **\$ 34,830.00**

MOBILE READ METERS

Retro-Fit:

5/8" M25 HRE-LCD Encoder & ORION **\$ 155.00**
ME Endpoint w/ Twist-Tight
Wired Connection

Complete:

5/8" x 3/4" M25 Meter, BRZ Btm, **\$ 225.25**
Torx Screw, w/ HRE-LCD Encoder &
ORION ME Endpoint, w/ Twist-Tight
Wired Connector

CELLULAR LTE METERS

Retro-Fit:

5/8" M25 HRE-LCD Encoder & ORION **\$ 200.00**
LTE Endpoint w/ Twist-Tight
Wired Connection

Complete:

5/8" x 3/4" M25 Meter, BRZ Btm, **\$ 270.25**
Torx Screw, w/ HRE-LCD Encoder &
ORION LTE Endpoint, w/ Twist-Tight
Wired Connector

Getting Started with BEACON® MOBILE/CELLULAR

BEACON ENGAGEMENT FEE:

\$ 5,580.00

A one-time BEACON Engagement Fee is required for all BEACON AMA Mobile Solution deployment. This fee includes the setup and activation of utility customer's ("Customer") BEACON AMA portfolio and initial licensing of the BEACON AMA software.

Fees charged to a Customer by its utility billing vendor for an interface file are the responsibility of the Customer. Number of services is based on total number of utility services overall.

TRAINING:

BEACON AMA Intro

\$600.00

In this course the utility will learn how to set up of their endpoints in the BEACON AMA cloud-based software as well as provide a walkthrough of the basic software functionality and user interface. Topics include navigating the BEACON AMA user interface, viewing data using filters, provisioning endpoints and user setup.

BEACON Data Exchange

\$450.00

In this course the utility will learn how to use the BEACON Data Exchange module to import its meter and account data from its billing system into the BEACON AMA software then export read data from BEACON AMA back to the billing system.

BEACON Mobile Data Sync

\$250.00

This course teaches the utility how to prepare their mobile and handheld collection devices for BEACON AMA data synchronization, setup meter reader users and create field assignments.

BEACON AMA Field Application Suite - ORION Mobile Read

\$2,300.00

This onsite course covers the full functionality of the drive-by meter reading process. Topics include using BEACON Field Director to manage BEACON AMA mobile work assignments, exploring the features and functionality of the ORION Mobile Read software for collecting mobile meter reads and synchronizing read data with BEACON AMA, and using the ORION Endpoint Utility software for programming and quick read of ORION endpoints.

Getting Started with BEACON® MOBILE/CELLULAR

HOSTING FEES:

Utility customers deploying a BEACON AMA Mobile Solution or Traditional Fixed Network Solution will be assessed hosting fees each month per end-user account ("Account"). Monthly Hosting Fees ("Hosting Fees") include Customer's access to the BEACON AMA software and hosting of Customer's metering data. Hosting Fees are purchased in Service Units, each Service Unit representing one (1) month of hosting. Service Units may be purchased in any increment. Net pricing per volume bracket will apply. The initial Service Unit price will be held for the first 36 months then subject to change thereafter.

Hosting Fee Service Units are NET to End Utility Customer and will be invoiced by Badger Meter. Net Price is dependent on Service Unit Purchase Increment.

** Service Unit Breakdown: **LOYALTY**

Mobile Hosting Fee Service Units					
Purchase Increment					
1 - 1,500	1,501 - 5,000	5,001 - 10,000	10,001 - 25,000	25,001 - 50,000	50,001+
\$0.06	\$0.05	\$0.05	\$0.04	\$0.03	\$0.03

Service Units are available for all recurring fees and will be invoiced as consumed on a monthly basis at the lowest interval bracket (highest unit price) unless a Customer-defined Purchase Increment has been identified.

Service Unit Purchase Increment Estimator	
Number of Accounts	15976
Number of Months	12
Estimated Service Units Needed	191,712

EXAMPLE: 191,712 X \$0.03 = \$5,751.36

Year 2 Costs (including LTE Cellular Endpoints):

Mobile Read Module User Login (x2)		\$ 720.00
Mobile Read Module Annual License		\$ 1,900.00
Mobile Software Hosting Fee		\$5,751.36
Cellular Software Hosting Fee		\$256.32

YEAR 2 TOTAL: \$ 8,627.68

Getting Started with BEACON® MOBILE/CELLULAR

DRIVE-BY/VEHICLE METER READING SOFTWARE

BEACON AMA Field Application Suite - Mobile Read Module

Annual BEACON AMA Field Application Suite-Mobile Read Module and User Login Licenses are required for Customer access to the BEACON AMA mobile meter reading software suite for drive-by meter reading.

- **Mobile Read Module and User Login Service Units are Net to End Utility Customer and will be invoiced by Badger Meter.** Renewal Fee pricing will remain firm for Years 2 and 3, then subject to change thereafter.
- Mobile Read Module License includes BEACON AMA Field Director, ORION® Mobile Read software and ORION Endpoint Utility software.
- Individual User Logins are required for Field Director and ORION Mobile Read software. User Login Licenses are not included in the Mobile Read Module License and must be purchased separately, per user.
- Year 1 License pricing to be based on number of mobile Accounts to be brought into Customer's BEACON AMA portfolio as specified in Customer's initial PO. Renewal Service Unit pricing will be based on actual number of mobile Accounts in Customer's portfolio 90 days prior to current license expiration.
- A Badger Meter or utility supplied tablet or laptop which meets minimum system specifications, as defined on *BEACON AMR Mobile Meter Reading Solution Product Data Sheet* BEA-DS-01912, and ORION ME mobile transceiver and/or CE mobile receiver kit are required. Refer to the Data Collection tab for hardware pricing. Utility supplied Internet connection is required for data synchronization and software updates.

BEACON AMA Field Application Suite - Mobile Read Module Annual License

Mobile Read Module Annual License 68886-

Mobile Read Module Service Units

Mobile Read Module - Year 1 Net Price

Mobile Read Module Renewal Service Units

Mobile Read Module - Annual Renewal Net Price

Monthly

1st year

Monthly

Annual

Total Number of Mobile Accounts		
1 - 1,500	1,501 - 5,000	5,001 - 10,000
\$150.00	\$191.67	\$233.33
\$1,800.00	\$2,300.00	\$2,800.00
\$75.00	\$95.83	\$116.67
\$900.00	\$1,150.00	\$1,400.00

Mobile Read Module User Login

User Login, per user - Service Units (monthly)

\$30.00

User Login, per user - Annual Net Price

\$360.00

** 2 Users required

Getting Started with BEACON® MOBILE/CELLULAR

BEACON® AMA MANAGED CELLULAR SYSTEM

- A managed solution endpoint will consume one or more Service Units each month, based on data interval and call-in frequency, as shown below.
- Service Units are NET to End Utility Customer and will be invoiced by Badger Meter. Net Price to End Utility Customer is dependent on Service Unit Purchase Increment.
- Service Units will be consumed for any managed solution endpoint which has been activated or is older than six months from its original ship date.
- Managed Solution Subscription Fee Service Units may be purchased in any increment. Reorder increments will be established at time of initial purchase and may be modified at a later date. The initial Managed Solution Subscription Fee Service Unit pricing will be held for the first 36 months then is subject to change thereafter.

Managed Solution Subscription Fee Service Units			
Purchase Increment			
Up to 25,000	25,001 - 50,000	50,001 - 75,000	75,001+
0.89	0.86	0.83	0.81

Service Units are available for all recurring fees and will be invoiced as consumed on a monthly basis at the lowest interval bracket (highest unit price) unless a Customer-defined Purchase Increment has been identified.

Service Unit Purchase Increment Estimator	
Number of Accounts	24
Number of Months	12
Estimated Service Units Needed	288

EXAMPLE: 288 X \$0.89 = \$256.32

5/8" M25 HRE/HRE-LCD ENCODER & ORION LTE CELLULAR ENDPOINT
W/ TWIST-TIGHT WIRED CONNECTION

\$ 200.00

5/8" M25 METER, BRZ BTM, TORX SCREW W/ HRE-LCD ENCODER
& ORION LTE CELLULAR ENDPOINT, W/ TWIST-TIGHT WIRED
CONNECTION

\$ 270.25



City of Hattiesburg, MS

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

Master

File Number: 2018-790

File ID: 2018-790

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Anthony Parker

File Created: 09/14/2018

Brief Title: Sole Source-WatchGuard

Final Action: 10/02/2018

Minute Book Number: MB 2018-244

Title:

Approve the purchase of ten (10) 4RE In-Car video system and ten (10) VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in an amount not to exceed \$77,550.00 as a sole source purchase as provided for in Section 31-7-3 (viii) of the Mississippi Code of 1972, based on information in the attached letter and memorandum.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-15

Sponsors:

Enactment Date:

Attachments: WatchGuard Memo-Parker, WatchGuard Estimate, WatchGuard Sole Source Letter, Executed - sole source purchase Watch Guard Video in car video system for HPD

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Shannon W. Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve the purchase of ten (10) 4RE In-Car video system and ten (10) VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in an amount not to exceed \$77,550.00 as a sole source purchase as provided for in Section 31-7-3 (viii) of the Mississippi Code of 1972, based on information in the attached letter and memorandum.

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

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

Nays: 0

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

Text of Legislative File 2018-790

Title

Approve the purchase of ten (10) 4RE In-Car video system and ten (10) VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in an amount not to exceed \$77,550.00 as a sole source purchase as provided for in Section 31-7-3 (viii) of the Mississippi Code of 1972, based on information in the attached letter and memorandum.

Summary

Sole Source Purchase-4RE In-Car Video WatchGuard System

Budget Information

Expenditure Type

Purchasing Item

Publication Information



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

July 2, 2018

Department of Finance
City of Hattiesburg Mayor and City Council

RE: Watch Guard Body Camera's and In Car Video Systems

Our Police Department is requesting the purchase of the Watch Guard Body Camera's and In Car 4RE Systems from Watch Guard. This system is needed to replace our existing In Car Video Systems which is approaching end of life, and add on to the existing fleet inventory. Compatibility of the video recording system with our current Watch Guard products is a primary consideration for this purchase. Watch Guard provides the technology for the two systems to be compatible.

Other companies make similar systems; however, the Watch Guard system allows our users the ability to save the recordings to our existing evidence library. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Watch Guard, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Watch Guard is the sole manufacturer and exclusive distributor of this product.

Sincerely,

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

Anthony Parker
Chief of Police

AP/srh

HATTIESBURG POLICE DEPARTMENT	FAX (601) 545-4952
300 KLONDYKE STREET • HATTIESBURG, MS 39401	
CRIME STOPPERS	(601) 582-STOP (582-7867)
	CELLULAR * C.S.



4RE/VISTA Price Quote

CUSTOMER: Hattiesburg Police Department

ISSUED: 6/13/2018 9:18 AM

EXPIRATION: 7/27/2018 5:00 AM

Attn: Accounts Payable,
PO Box 1898,,
Hattiesburg,MS,United States,
39403

TOTAL PROJECT ESTIMATED AT:
\$77,550.00

ATTENTION: Captain Shannon Harris

SALES CONTACT: Jeff Hull

PHONE: 601-544-7900

DIRECT: (469) 342-8976

E-MAIL:

E-MAIL: JHull@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi- Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	10.00	\$5,550.00	\$0.00	\$55,500.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	10.00	\$450.00	\$0.00	\$4,500.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	10.00	\$75.00	\$0.00	\$750.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	10.00	\$150.00	\$0.00	\$1,500.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	10.00	\$200.00	\$0.00	\$2,000.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	10.00	\$200.00	\$0.00	\$2,000.00

4RE Hardware Warranties

415 Century Parkway • Allen, TX • 75013
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4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	10.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	10.00	\$100.00	\$0.00	\$1,000.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	10.00	\$200.00	\$0.00	\$2,000.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	10.00	\$325.00	\$0.00	\$3,250.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	10.00	\$450.00	\$0.00	\$4,500.00
Shipping and Handling					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$550.00	\$0.00	\$550.00
					\$77,550.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$77,550.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



5th of June, 2018

Reference: WatchGuard, Inc. Sole Source Letter

To whom it may concern:

WatchGuard, Inc. is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, the VISTA wearable camera system and the Evidence Library evidence management software. With the exception of the following agreements, these products are represented and sold only by WatchGuard, Inc. Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

WatchGuard, Inc. is also the sole provider of hardware warranty and software maintenance support services for the above mentioned products.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.

415 E. Exchange · Allen, TX · 75002
Toll Free (800) 605-6734 · Main (972) 423-9777 · Fax (972) 423-9778
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- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard, Inc., which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including,
- The only wearable camera to integrate with the WatchGuard Evidence Library and Evidence Library Express video and evidence management applications.
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Respectfully submitted,

Chief Mike Burrridge (Ret)
Senior Vice President of Sales
WatchGuard, Inc.

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THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

July 2, 2018

Department of Finance
City of Hattiesburg Mayor and City Council

RE: Watch Guard Body Camera's and In Car Video Systems

Our Police Department is requesting the purchase of the Watch Guard Body Camera's and In Car 4RE Systems from Watch Guard. This system is needed to replace our existing In Car Video Systems which is approaching end of life, and add on to the existing fleet inventory. Compatibility of the video recording system with our current Watch Guard products is a primary consideration for this purchase. Watch Guard provides the technology for the two systems to be compatible.

Other companies make similar systems; however, the Watch Guard system allows our users the ability to save the recordings to our existing evidence library. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Watch Guard, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Watch Guard is the sole manufacturer and exclusive distributor of this product.

Sincerely,

Anthony Parker
Chief of Police

AP/srh

HATTIESBURG POLICE DEPARTMENT

300 KLONDYKE STREET • HATTIESBURG, MS 39401

CRIME STOPPERS

(601) 582-STOP (582-7867)

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Additional Quote Discount \$0.00

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DATE: 10-4-18



5th of June, 2018

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Respectfully submitted,

Chief Mike Burrridge (Ret)
Senior Vice President of Sales
WatchGuard, Inc.



City of Hattiesburg, MS

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

Master

File Number: 2018-825

File ID: 2018-825

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 09/25/2018

Brief Title: Approve or Deny changes to wages and salaries in accordance with Ord. 3154-IT Division

Final Action: 10/02/2018

Minute Book Number: MB 2018-244-245

Title:

Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-16

Sponsors:

Enactment Date:

Attachments: Pay Scale Alignment Information Systems October 2018

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve changes to wages and salaries proposed in accordance with Ordinance 3154.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-825

Title

Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154

Summary

Changes to wages and salaries in accordance with Ord. 3154 for Information Systems Division.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg
Pay Alignment Adjustment for Information Systems

Administration-Information Systems Division				Effective Date If Approved
Position	Existing Salary	Proposed Alignment		
Angie Sanford	\$ 63,550.00	\$	65,000.00	10/6/2018
Sherry Brown	\$ 54,704.00	\$	60,000.00	10/6/2018
Robert Friend	\$ 45,532.00	\$	57,500.00	10/6/2018
		\$	-	
Department Savings from Net Proposed Changes		\$	25,000.00	



City of Hattiesburg, MS

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

Master

File Number: 2018-797

File ID: 2018-797

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/21/2018

Brief Title: Designating Pine Belt Pride Event as a city-approved event for the purposes described in Ordinance 3148.

Final Action: 10/02/2018

Minute Book Number: MB 2018-245

Title:

Designate The Spectrum Center's 4th Annual Pine Belt Pride event, to be held Saturday, October 13, 2018, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-17

Sponsors:

Enactment Date:

Attachments: Ord.3148, Walker-Email

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Designate				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Designate The Spectrum Center's 4th Annual Pine Belt Pride event, to be held Saturday, October 13, 2018, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-797

Title

Designate The Spectrum Center's 4th Annual Pine Belt Pride event, to be held Saturday, October 13, 2018, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.

Summary

Designating Pine Belt Pride Event as a city-approved event for the purposes described in Ordinance 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NUMBER 3148
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2103
ADOPTED 2-8-83, AMENDING THE REGULATIONS FOR POSSESSION OR
CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN
CERTAIN PLACES AND CREATING EXCEPTIONS FOR SPECIAL EVENTS; AND
ADDING CHAPTER 3-9

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

SECTION 1: That the purpose of this ordinance is to amend Chapter 3-7 of the Code of Ordinances, regulating the consumption of alcoholic beverages, beer or light wine in certain places; creating exceptions for special events; adding Chapter 3-9.

SECTION 2: That section 1 of Ordinance Number 2103 be and the same is hereby amended to read as follows:

“It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall **not** be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; during said City-sponsored or approved events in the downtown area, no beer or light wine may be possessed in or consumed from glass containers.”

SECTION 3: The sale and/or consumption of beer and light wine shall be allowed on public property and on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; sale of beer and light wine shall be allowed by any downtown business that possesses a current permit for the sale of beer and light wine and that has obtained any additional permits required by the Mississippi Department of Revenue for such sales. During said City-sponsored or approved events in the downtown area, no beer or light wine may be consumed, or sold for possession in or consumption from, glass containers. To receive City approval, event sponsor(s) shall submit a request in writing, addressed to the Mayor and City Council, outlining the date, time, place and purpose of the event, at least four weeks in advance of the event or in time to be placed on the City Council agenda for action by the City. The downtown area is defined in the attached city

map; location in the downtown area in no way implies or conveys automatic approval for an exception to the regulations for possession or consumption of alcoholic beverages, beer or light wine. Requests for events located outside the defined downtown area will be considered on a case-by-case basis.

SECTION 4. That except as hereby expressly changed and amended, Ordinance Number 2103, adopted February 8, 1983, shall be and does remain in full force and effect as adopted.

SECTION 5. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

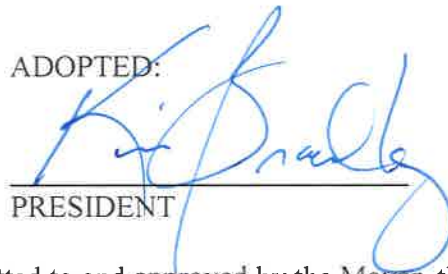
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of December A.D., 2014.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of December, A.D., 2014.

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR

Eaton, Kermas

From: Mayor
Sent: Thursday, September 20, 2018 3:45 PM
To: Eaton, Kermas
Subject: FW: Pine Belt Pride

Do they need to come into the next council meeting?

From: Keenon Walker [mailto:kwprconsulting@gmail.com]
Sent: Wednesday, September 19, 2018 6:33 PM
To: Mayor
Cc: Jones, Ann
Subject: Pine Belt Pride

Hello Mayor Barker,

Thank you for taking the time to talk to me yesterday.

We have requested the park through the Downtown Association; they will also provide insurance. We plan to sell beer and submitted all the forms; we just need to make sure the alcohol sales ordinance is lifted for our event in Town Square Park, October 13. I sent the following message to R. Cole August 30:

"The Spectrum Center is hosting the 4th annual pride event in Town Square Park, Saturday, October 13, 11am to 4pm, in partnership with the Downtown Hattiesburg and Hattiesburg Jaycees. We will have live music and performances, food and merchandise vendors, and the center will sell beer. We are asking to have the beer ordinance lifted so we can sell beer, much like Live at 5. We followed this process for our events in 2015 and 2016.

Pine Belt Pride, formerly known as Hattiesburg Southern Fried Pride, is one of two major publicity campaigns and fundraisers for The Spectrum Center, a 501(c)(3) LGBT+ community center founded in 2014. Our hope is to unite the Pine Belt community with a day of live music and fun performances in Town Square Park and build awareness for our monthly support groups and free HIV testing with the AIDS Services Coalition. If you have any questions please contact The Spectrum Center Vice President Keenon Walker at [601.307.1910](tel:601.307.1910) or email him at kwprconsulting@gmail.com or info@thespectrumcenterofhattiesburg.com."

Please let me know if you have any questions.

Thank you,

Keenon Walker
"Generate some buzz with KW Public Relations & Consulting."
601.307.1910
KWPRConsulting@gmail.com



City of Hattiesburg, MS

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

Master

File Number: 2018-793

File ID: 2018-793

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/20/2018

Brief Title: Appointment of Gerard Patterson to the Recreation Board.

Final Action: 10/02/2018

Minute Book Number: MB 2018-245

Title:

Ratify and confirm the Mayor's appointment of Gerard Patterson (W3) to the Recreation Board for a five (5) year term beginning October 2, 2018 and ending October 1, 2023.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-18

Sponsors:

Enactment Date:

Attachments: Patterson-Resume, Patterson-Data Sheet

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Gerard Patterson (W3) to the Recreation Board for a five (5) year term beginning October 2, 2018 and ending October 1, 2023.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-793

Title

Ratify and confirm the Mayor's appointment of Gerard Patterson (W3) to the Recreation Board for a five (5) year term beginning October 2, 2018 and ending October 1, 2023.

Summary

Appointment of Gerard Patterson to the Recreation Board.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

GERARD PATTERSON

25 LaSalle Street, Hattiesburg, MS 39402 · 281-389-6823
thepattersonnetwork@gmail.com

To serve in a position that utilizes my effectiveness and skillset as a leader while maximizing the impact on my community towards growth.

EXPERIENCE

JANUARY 2015 – PRESENT

REGIONAL LEADER, PRIMERICA FINANCIAL SERVICES

Licensed financial service distributor; specializes in advertising/marketing of financial products to mainstream America; Team Leader in Mississippi's Top Financial Office provider; Top Sales Producer in the U.S. 2015; Fireball Award Recipient 2018

MARCH 2010 – FEBRUARY 2015

RETAIL SALES CONSULTANT, VERIZON WIRELESS

Certified in wireless sales, customer service and team leadership; Top Prepaid Sales Leader 2011; Quality Growth Leader 2012; Verizon Winner Circle 2012

EDUCATION

MAY 2005

B.S. INFORMATION TECHNOLOGY, UNIVERSITY OF SOUTHERN MISSISSIPPI

Emphasis in Local Area Networking; CISCO Semester 1 - 4; Digital Opportunity Trust/ Project Manager with CISCO Systems Internship; Innovation for Construction and Engineering Enhancement Internship

SKILLS

- | | |
|--|--|
| <ul style="list-style-type: none">● Leadership exemplified through personal actions and performance● Goal setting and deadline achiever | <ul style="list-style-type: none">● Effective communicator of team goals and direction● Innovative thinker in project management and event planning● |
|--|--|

ACTIVITIES

- Served as Youth Director of New Covenant Baptist Church, Hattiesburg, MS from August 2015 – February 2017
- Founding and current member of Concerned Men Group of Hattiesburg, MS – an organization created to establish a more active presence of men in the community and for the youth in the City of Hattiesburg and Hattiesburg Public Schools

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Recreation Board

TERM OF OFFICE: 5 years PERIOD: _____ REPLACES: _____

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Gerard Patterson

—
PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 25 Lasalle Street

HOME PHONE NUMBER: _____ WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Toby Barker 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: 2018-799

File ID: 2018-799

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Toby Barker

File Created: 09/21/2018

Brief Title: HHCC Appointment - Pattie Mowrey

Final Action: 10/02/2018

Minute Book Number: MB 2018-245

Title: Ratify and confirm the Mayor's appointment of Patti Mowery (W4) to the Hattiesburg Historic Conservation Commission for a term beginning - October 2, 2018 and ending - June 30, 2022.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-19

Sponsors:

Enactment Date:

Attachments: data sheet Mowery 2018, Resume letter

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: GML

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Patti Mowery (W4) to the Hattiesburg Historic Conservation Commission for a term beginning - October 2, 2018 and ending - June 30, 2022.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-799

Title

Ratify and confirm the Mayor's appointment of Patti Mowery (W4) to the Hattiesburg Historic Conservation Commission for a term beginning - October 2, 2018 and ending - June 30, 2022.

Summary

HHCC Appointment - Patti Mowery

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD October 2, 2018 – June 30, 2022

REPLACES Michelle Heidelberg. Abbreviated term due to a correction in the HHCC terms overall.

NAME OF PROPOSED APPOINTEE Patti Mowery

ADDRESS 1213 Adeline St.

HOME PHONE NUMBER 601-297-5637 WARD Ward 4

PLACE OF EMPLOYMENT Retired from City of Hattiesburg (HPD)

EMPLOYMENT ADDRESS N/A

EMPLOYMENT PHONE NO: N/A POSITION N/A

PERSON CONTACTED BY Administration – City of Hattiesburg DATE August, 2018

AGREED TO SERVE Yes

Archer, Russell

From: Patti <PattiMow@hotmail.com>
Sent: Tuesday, August 28, 2018 8:22 PM
To: Archer, Russell
Cc: Patti
Subject: Resume for Hattiesburg Historic Commission

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good morning Russell,
Thank you for calling me about submitting a resume for the Hattiesburg Historic Commission. As per our conversation earlier today, I am out of town on vacation until mid September, however I am sending a short bio for those that need it. I am sorry I don't have access to a computer to type a formal resume, I hope the following information will be sufficient.

Kindest regards,
Patti Mowery

Patti Mowery
2324 Adeline Street
Hattiesburg, MS. 39401

DOB: July 08, 1951
Married: January 24, 1970. (Larry Mowery Sr.)
1 son (47 yoa)

1969: HHS Graduate
1969-70: Student Phillips Business College
1973: Mississippi School of Floral Design Graduate
1993: HPD/USM Police Academy Graduate
Spring 2018: Attended the "Preservation Bootcamp" sponsored by the Mississippi Department of Archives, received Certificate of Participation

*1976-2002, Cub Scout, Boy Scout, Explorer Scout Leader and Commissioner with the Pine Burr Council of BSA

*Mid 80's, recipient of the Pine Burr Award, Boy Scouts of America

*1973-1993, Charter Member of the Pearl River Kennel Club and secretary

*1999- Present, Charter Member and Secretary of the Parkhaven Neighborhood Association

*2002-Present, Charter Member and Secretary of the Hattiesburg Council of Neighborhoods

*Mid 2005, I spear-headed a small group of neighbors (4 or 5) to get Parkhaven approved as a historic neighborhood. I worked tirelessly gathering information on the residences/businesses in our boundaries and help complete each worksheet.

I then typed 400+ survey sheets, put them in book form and submitted them for approval.

In 2009, The Parkhaven Neighborhood Association was recognized as a historic neighborhood and was added to the Conservation District on first application.

*Mid 2005-present, I have attended the approximately 98% of the Hattiesburg Historic Commission meeting as an advocate of the Parkhaven Neighborhood Association.

Thank you kindly for your consideration as a delegate to the Hattiesburg Historic Commission.



City of Hattiesburg, MS

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

Master

File Number: 2018-835

File ID: 2018-835

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/01/2018

Brief Title: Adopt Resolution Authorizing Employment of
Professionals in the Sale/Issuance of GO Bonds

Final Action: 10/02/2018

Minute Book Number: MB 2018-245-246

Title:

Adopt Resolution authorizing the employment of professionals in connection with the sale and issuance by the City of General Obligation Bonds and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "City Bond"); all in an aggregate principal amount not to exceed forty-five million dollars (\$45,000,000); and for related purposes.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-20

Sponsors:

Enactment Date:

Attachments: Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 (200087) (MDB GO UW) - Engagement Resolution (10_2_18)_44179535_2 (003), Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 (200087) (MDB GO UW) - Engagement Letter (BS) -_44361819_1 (003), Hattiesburg GO Bonds 2019 - City MA (IRMA) Disclosure & Eng Ltr (10.2.18), Hattiesburg GO Bond 2019 RJ IRMA Exemption Letter_Hattiesburg 9.28.18, Executed - Res #2018-152 authorizing the employment of professionals in connection with sale and issuance by the city of General Obligation Bonds

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Agenda Review	10/01/2018					
1	City Council	10/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolution (#2018-152) authorizing the employment of professionals in connection with the sale and issuance by the City of General Obligation Bonds and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "City Bond"); all in an aggregate principal amount not to exceed forty-five million dollars (\$45,000,000); and for related purposes.

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

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

Nays: 0

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

Text of Legislative File 2018-835

Title

Adopt Resolution authorizing the employment of professionals in connection with the sale and issuance by the City of General Obligation Bonds and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "City Bond"); all in an aggregate principal amount not to exceed forty-five million dollars (\$45,000,000); and for related purposes.

Summary

Resolution to employee professionals in association with sale/issuance of GO Bonds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "**City**") took up for consideration the matter of employing professionals, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "CITY BOND"), ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and the Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) (the "**Bonds**") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) (the "**City Bond**") pursuant to the Act; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the Bonds, the Governing Body now desires to engage Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the "**Bond Counsel**"); Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the "**City Counsel**"), and

Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor (the “**Municipal Advisor**”) to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Bonds subject to the approval of the Governing Body of the City; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the City Bond, the Governing Body now desires to engage Bond Counsel, City Counsel, Municipal Advisor and Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the “**Underwriter**”, and together with Bond Counsel, City Counsel and the Municipal Advisor, the “**Professionals**”), to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the City Bond subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the Professionals in connection with the sale and issuance of the Bonds and/or the City Bond.

SECTION 2. The terms of employment for Bond Counsel are set forth in the engagement letter (the “**Engagement Letter**”) attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby approved and authorized.

SECTION 3. In connection with the employment of Municipal Advisor, the City is hereby requested to execute the Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”) attached hereto as **EXHIBIT B**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said M/A IRMA Letter.

SECTION 4. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected to serve as Underwriter in connection with the sale and issuance of the City Bond. In connection with the employment of the Underwriter, the City hereby ratifies and approves the execution of the attached IRMA Disclosure (“**Disclosure**”), attached hereto as **EXHIBIT C**.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted this the 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.

CITY CLERK

MAYOR

EXHIBIT A

BOND COUNSEL ENGAGEMENT LETTER

EXHIBIT B
M/A IRMA LETTER

EXHIBIT C
DISCLOSURE (UNDERWRITER)

44179535.v2



October 2, 2018

VIA EMAIL

Mayor and City Council
Attn: Mayor
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Not to exceed \$45,000,000 City of Hattiesburg, Mississippi (the "City"), (a) general obligation bonds (the "Bonds"), and/or (b) general obligation bond to be sold to the Mississippi Development Bank (the "Bank") (the "City Bond") (together the "GO Financing")

Dear Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Hattiesburg, Mississippi (the "City" or "Borrower") in connection with the above-referenced GO Financing. We understand that the Mayor and City Council of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), to issue the Bonds and/or City Bond for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act, including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "Project"). We further understand that you, as the Borrower, will be responsible for paying our fees as bond counsel from the proceeds of the GO Financing.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds and/or the City Bond, the source of payment and security for the Bonds and/or the City Bond, and the excludability of interest on the Bonds and/or the City Bond from gross income for federal and State of Mississippi (the "State") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and/or the City Bond and coordinate the authorization and execution of such documents;

3. Assist the City and the Bank, if applicable, in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds and/or the City Bond, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the bond issue;

5. Assist in compiling and pursuing the validation proceedings under State law;

6. Assist the City in preparing the preliminary official statement and the official statement (together, the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there may be a fee of \$15,000 in addition to the fee quoted herein, if applicable;

7. Assist the City and the Bank, if applicable in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds and/or the City Bond; and

8. Draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds and/or the City Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds and/or the City Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and/or the City Bond and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds and/or the City Bond,

or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds and/or the City Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds and/or the City Bond;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds and/or the City Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds and/or the City Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds and/or the City Bond as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds and/or the City Bond, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties, including the Bank, if applicable, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the Borrower and the Bank, if applicable. We will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and/or the City Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds and/or the City Bond, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds and/or the City Bond.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds and/or the City Bond. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds and/or the City Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds and/or the City Bond. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the GO Financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds and/or City Bond will not exceed one percent (1%) of the par amount of any series of the Bonds and/or City Bond; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6, if applicable; and plus expenses for the Bonds and/or the City Bond for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (excluding any State Bond Attorney fee and expenses if paid by Bond Counsel).

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds and/or the City Bond actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

Mayor and City Council
City of Hattiesburg, Mississippi
October 2, 2018
Page 5

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

[Remainder of Engagement Letter left blank intentionally.]

Mayor and City Council
City of Hattiesburg, Mississippi
October 2, 2018
Page 6

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP

/s/ Elizabeth Lambert Clark

Elizabeth Lambert Clark

Enclosures

STATEMENT TO BE SIGNED BY CITY OF HATTIESBURG, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council of the City dated October 2, 2018. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF HATTIESBURG, MS

By: _____
Authorized Officer

Date: October 2, 2018



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

October 2, 2018

Mayor Barker and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: City of Hattiesburg, Mississippi
Not to Exceed \$45,000,000 City of Hattiesburg, Mississippi General Obligation Bonds, Series 2019; OR
Not to Exceed \$45,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing you to provide certain disclosures to you as representative of the City of Hattiesburg, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer or Obligor for the defeasance of the above reference Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to the defeasance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer or Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer or Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

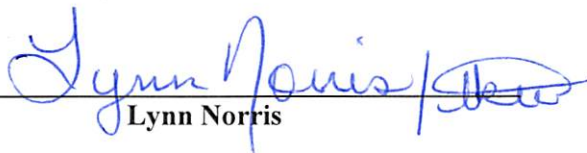
Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY:


Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____

Signature

_____ Date

Toby Barker, Mayor, City of Hattiesburg, Mississippi

Authorized Representative's Name

October 2, 2018

Mayor Toby Barker
Ann Jones, Chief Administrative Officer
City of Hattiesburg, MS

The Securities and Exchange Commission (the “SEC”) has recently released rules and interpretative Q&A guidance regarding how an underwriting firm, like ours, ensures that an issuer, such as you, understands that the primary firm providing financial advice to the issuer is that issuer’s independent registered municipal (financial) advisor, and not the underwriter/placement agent. These new SEC regulations (the “MA Rule”) became effective Tuesday, July 1, 2014.

Raymond James & Associates, Inc. and our affiliates (collectively, “Raymond James”) seek to provide financing ideas and recommendations to the City of Hattiesburg (the “City”) from time to time while maintaining our eligibility as the City’s underwriter under both SEC and Municipal Securities Rulemaking Board rules. This requires Raymond James *not* to be treated as the City’s municipal advisor under the MA Rule.

Among several exemptions provided for in the MA Rule, Raymond James would not be considered the City’s municipal advisor if the City is already represented by an independent registered municipal advisor (an “IRMA”) with respect to the same aspects upon which Raymond James provides financing ideas and recommendations to the City (the “IRMA Exemption”).

To rely upon the IRMA Exemption, the MA Rule requires Raymond James to obtain the following representation directly from the City:

Required Representation by the City: the City hereby represents that it is represented by, and will rely upon (i.e., seek and consider) the advice of Government Consultants (“Municipal Advisor”), an independent registered municipal advisor, in connection with any advice or recommendations that Raymond James may provide the City relating to the issuance of municipal securities and/or municipal financial products.

Additionally, the MA Rule requires Raymond James to provide the City with the following disclosure:

Required Disclosure by Raymond James: By obtaining the above representation, Raymond James is not a municipal advisor to the City and is not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Securities Exchange Act of 1934 with respect to any such issuance of municipal securities and/or municipal financial products.

Finally, the MA Rule requires Raymond James to provide a copy of this executed document to your Municipal Advisor. Please notify us if the above-named Municipal Advisor no longer represents you as stated above.

This document does not obligate you or Raymond James to enter any agreement(s) with respect to the issuance of municipal securities and/or municipal financial products.

RAYMOND JAMES®

Sincerely yours,

Raymond James & Associates, Inc. Corporation

By: 
Lindsey Rea, Managing Director

Acknowledged and Agreed to by:
City of Hattiesburg, Mississippi

By: _____

Title: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-152

The Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "**City**") took up for consideration the matter of employing professionals, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "CITY BOND"), ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and the Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) (the "**Bonds**") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Forty-Five Million Dollars (\$45,000,000) (the "**City Bond**") pursuant to the Act; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the Bonds, the Governing Body now desires to engage Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the "**Bond Counsel**"); Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the "**City Counsel**"), and Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor (the "**Municipal Advisor**") to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Bonds subject to the approval of the Governing Body of the City; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the City Bond, the Governing Body now desires to engage Bond Counsel, City Counsel, Municipal Advisor and Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "**Underwriter**", and together with Bond Counsel, City Counsel and the Municipal Advisor, the "**Professionals**"), to prepare and distribute such

resolutions and documents necessary in order to facilitate the sale and issuance of the City Bond subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the Professionals in connection with the sale and issuance of the Bonds and/or the City Bond.

SECTION 2. The terms of employment for Bond Counsel are set forth in the engagement letter (the “**Engagement Letter**”) attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby approved and authorized.

SECTION 3. In connection with the employment of Municipal Advisor, the City is hereby requested to execute the Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”) attached hereto as **EXHIBIT B**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said M/A IRMA Letter.

SECTION 4. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected to serve as Underwriter in connection with the sale and issuance of the City Bond. In connection with the employment of the Underwriter, the City hereby ratifies and approves the execution of the attached IRMA Disclosure (“**Disclosure**”), attached hereto as **EXHIBIT C**.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

YEAS:

George

Delgado

Carroll

Dryden

Brown

NAYS:

None

ABSENT:

None

The President thereby declared the motion carried and the resolution adopted this the 2nd day of **October, 2018**.

(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:

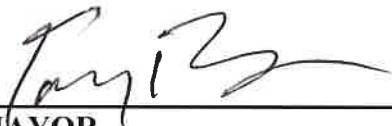


PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the **2nd** day of **October, 2018**.



CITY CLERK



MAYOR

EXHIBIT A

BOND COUNSEL ENGAGEMENT LETTER

October 2, 2018

VIA EMAIL

Mayor and City Council
Attn: Mayor
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Not to exceed \$45,000,000 City of Hattiesburg, Mississippi (the "City"), (a) general obligation bonds (the "Bonds"), and/or (b) general obligation bond to be sold to the Mississippi Development Bank (the "Bank") (the "City Bond") (together the "GO Financing")

Dear Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Hattiesburg, Mississippi (the "City" or "Borrower") in connection with the above-referenced GO Financing. We understand that the Mayor and City Council of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), to issue the Bonds and/or City Bond for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act, including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "Project"). We further understand that you, as the Borrower, will be responsible for paying our fees as bond counsel from the proceeds of the GO Financing.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds and/or the City Bond, the source of payment and security for the Bonds and/or the City Bond, and the excludability of interest on the Bonds and/or the City Bond from gross income for federal and State of Mississippi (the "State") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and/or the City Bond and coordinate the authorization and execution of such documents;

3. Assist the City and the Bank, if applicable, in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds and/or the City Bond, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the bond issue;

5. Assist in compiling and pursuing the validation proceedings under State law;

6. Assist the City in preparing the preliminary official statement and the official statement (together, the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there may be a fee of \$15,000 in addition to the fee quoted herein, if applicable;

7. Assist the City and the Bank, if applicable in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds and/or the City Bond; and

8. Draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds and/or the City Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds and/or the City Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and/or the City Bond and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds and/or the City Bond,

or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds and/or the City Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds and/or the City Bond;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds and/or the City Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds and/or the City Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds and/or the City Bond as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds and/or the City Bond, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties, including the Bank, if applicable, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the Borrower and the Bank, if applicable. We will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and/or the City Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds and/or the City Bond, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds and/or the City Bond.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds and/or the City Bond. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds and/or the City Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds and/or the City Bond. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the GO Financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds and/or City Bond will not exceed one percent (1%) of the par amount of any series of the Bonds and/or City Bond; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6, if applicable; and plus expenses for the Bonds and/or the City Bond for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (excluding any State Bond Attorney fee and expenses if paid by Bond Counsel).

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds and/or the City Bond actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

Mayor and City Council
City of Hattiesburg, Mississippi
October 2, 2018
Page 5

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

[Remainder of Engagement Letter left blank intentionally.]

Mayor and City Council
City of Hattiesburg, Mississippi
October 2, 2018
Page 6

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP

/s/ Elizabeth Lambert Clark

Elizabeth Lambert Clark

Enclosures

STATEMENT TO BE SIGNED BY CITY OF HATTIESBURG, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council of the City dated October 2, 2018. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF HATTIESBURG, MS

By: _____


Authorized Officer

Date: October 2, 2018

Resolution – City Bond not to exceed \$45,000,000 – 10/02/18

EXHIBIT B
M/A IRMA LETTER



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

October 2, 2018

Mayor Barker and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: City of Hattiesburg, Mississippi
Not to Exceed \$45,000,000 City of Hattiesburg, Mississippi General Obligation Bonds, Series 2019; OR
Not to Exceed \$45,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019
(Hattiesburg, Mississippi General Obligation Bond Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing you to provide certain disclosures to you as representative of the City of Hattiesburg, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer or Obligor for the defeasance of the above reference Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to the defeasance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer or Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer or Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY:  10-10-18
Signature Date

Toby Barker, Mayor, City of Hattiesburg, Mississippi
Authorized Representative's Name

Resolution – City Bond not to exceed \$45,000,000 – 10/02/18

EXHIBIT C

DISCLOSURE (UNDERWRITER)

44179535.v2

October 2, 2018

Mayor Toby Barker
Ann Jones, Chief Administrative Officer
City of Hattiesburg, MS

The Securities and Exchange Commission (the "SEC") has recently released rules and interpretative Q&A guidance regarding how an underwriting firm, like ours, ensures that an issuer, such as you, understands that the primary firm providing financial advice to the issuer is that issuer's independent registered municipal (financial) advisor, and not the underwriter/placement agent. These new SEC regulations (the "MA Rule") became effective Tuesday, July 1, 2014.

Raymond James & Associates, Inc. and our affiliates (collectively, "Raymond James") seek to provide financing ideas and recommendations to the City of Hattiesburg (the "City") from time to time while maintaining our eligibility as the City's underwriter under both SEC and Municipal Securities Rulemaking Board rules. This requires Raymond James *not* to be treated as the City's municipal advisor under the MA Rule.

Among several exemptions provided for in the MA Rule, Raymond James would not be considered the City's municipal advisor if the City is already represented by an independent registered municipal advisor (an "IRMA") with respect to the same aspects upon which Raymond James provides financing ideas and recommendations to the City (the "IRMA Exemption").

To rely upon the IRMA Exemption, the MA Rule requires Raymond James to obtain the following representation directly from the City:

Required Representation by the City: the City hereby represents that it is represented by, and will rely upon (i.e., seek and consider) the advice of Government Consultants ("Municipal Advisor"), an independent registered municipal advisor, in connection with any advice or recommendations that Raymond James may provide the City relating to the issuance of municipal securities and/or municipal financial products.

Additionally, the MA Rule requires Raymond James to provide the City with the following disclosure:

Required Disclosure by Raymond James: By obtaining the above representation, Raymond James is not a municipal advisor to the City and is not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Securities Exchange Act of 1934 with respect to any such issuance of municipal securities and/or municipal financial products.

Finally, the MA Rule requires Raymond James to provide a copy of this executed document to your Municipal Advisor. Please notify us if the above-named Municipal Advisor no longer represents you as stated above.

This document does not obligate you or Raymond James to enter any agreement(s) with respect to the issuance of municipal securities and/or municipal financial products.

RAYMOND JAMES®

Sincerely yours,

Raymond James & Associates, Inc. Corporation

By: Lindsey Rea
Lindsey Rea, Managing Director

Acknowledged and Agreed to by:
City of Hattiesburg, Mississippi

By: [Signature]
Title: Mayor



City of Hattiesburg, MS

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

Master

File Number: 2018-836

File ID: 2018-836

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/01/2018

Brief Title: Adopt Resolution Declaring the Intent to Sale GO Bonds in and Aggregate Principal Amount not to Exceed (\$45,000,000)

Final Action: 10/02/2018

Minute Book Number: MB 2018-246-247

Title:

Adopt Resolution Declaring the Intention of the Mayor and the City Council of the City of Hattiesburg, Mississippi, to issue General Obligation Bonds of the City and/or a General Obligation Bond of the City for Sale to the Mississippi Development Bank, all in an aggregate principle amount not to exceed Forty-Five Million Dollars (\$45,000,000) to raise money for the purpose of (I) Constructing, Improving or Paving Streets, Sidewalks, Driveways, Parkways, Walkways or Public Parking Facilities, and Purchasing Land Therefor; (II) Erecting, Repairing, Improving, Adorning, Equipping and Furnishing Municipal Buildings, and Purchasing Buildings and Land Therefor; (III) Protecting a Municipality, its Streets and Sidewalks from Overflow, Caving Banks and other like Dangers; (IV) Constructing Bridges and Culverts; and (V) For Other Authorized Purposes Under Mississippi Code Ann. Sections 21-33-301 *ET SEQ.*, and Sections 31-25-1 *ET SEQ.*, as Amended and Supplemented from Time to Time, Including Funding Capitalized Interest, if Applicable and Paying the Costs of Borrowing, Including any Costs for Bond Insurance Premium, if applicable; Directing the Publication of a Notice of Such Intention; and for Related Purposes.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: V.-21

Sponsors:

Enactment Date:

Attachments: Hattiesburg MDB Hattiesburg General Obligation Bonds 2019 (200087) (MDB GO UW) - Intent Resolution (10_2_18)_44172125_1, Executed - Res #2018-153 Hattiesburg MDB Hattiesburg General Obligation Bonds 2019, Proof of publication Resolution 2018-153

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Agenda Review	10/01/2018					
1	City Council	10/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolution (#2018-153) Declaring the Intention of the Mayor and the City Council of the City of Hattiesburg, Mississippi, to issue General Obligation Bonds of the City and/or a General Obligation Bond of the City for Sale to the Mississippi Development Bank, all in an aggregate principle amount not to exceed Forty-Five Million Dollars (\$45,000,000) to raise money for the purpose of (I) Constructing, Improving or Paving Streets, Sidewalks, Driveways, Parkways, Walkways or Public Parking Facilities, and Purchasing Land Therefor; (II) Erecting, Repairing, Improving, Adorning, Equipping and Furnishing Municipal Buildings, and Purchasing Buildings and Land Therefor; (III) Protecting a Municipality, its Streets and Sidewalks from Overflow, Caving Banks and other like Dangers; (IV) Constructing Bridges and Culverts; and (V) For Other Authorized Purposes Under Mississippi Code Ann. Sections 21-33-301 ET SEQ., and Sections 31-25-1 ET SEQ., as Amended and Supplemented from Time to Time, Including Funding Capitalized Interest, if Applicable and Paying the Costs of Borrowing, Including any Costs for Bond Insurance Premium, if applicable; Directing the Publication of a Notice of Such Intention; and for Related Purposes. There being no discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 5 - George, Delgado, Carroll, Dryden and Brown Nays: 0 Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-836

Title

Adopt Resolution Declaring the Intention of the Mayor and the City Council of the City of Hattiesburg, Mississippi, to issue General Obligation Bonds of the City and/or a General Obligation Bond of the City for Sale to the Mississippi Development Bank, all in an aggregate principle amount not to exceed Forty-Five Million Dollars (\$45,000,000) to raise money for the purpose of (I) Constructing, Improving or Paving Streets, Sidewalks, Driveways, Parkways, Walkways or Public Parking Facilities, and Purchasing Land Therefor; (II) Erecting, Repairing, Improving, Adorning, Equipping and Furnishing Municipal Buildings, and Purchasing Buildings and Land Therefor; (III) Protecting a Municipality, its Streets and Sidewalks from Overflow, Caving Banks and other like Dangers; (IV) Constructing Bridges and Culverts; and (V) For Other Authorized Purposes Under Mississippi Code Ann. Sections 21-33-301 *ET SEQ.*, and Sections 31-25-1 *ET SEQ.*, as Amended and Supplemented from Time to Time, Including Funding Capitalized Interest, if Applicable and Paying the Costs of Borrowing, Including any Costs for Bond Insurance Premium, if applicable; Directing the Publication of a Notice of Such Intention; and for Related Purposes.

Summary

Resolution of Intent to Issue GO Bonds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE OF RESOLUTION OF INTENT

The Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "**City**") took up for consideration the matter of providing financing for certain capital improvements of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**City Bond Act**") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

2. The Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project.

3. The Project is in accordance with and in furtherance of the provisions of the Act.

4. The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, (the "**Bonds**") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation bond of the City, in one or more series, to be sold to the Bank (the "**City Bond**") pursuant to the Act, all in a total aggregate principal amount of not to exceed Forty-Five Million Dollars (\$45,000,000).

5. As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$481,363,557, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$13,955,000.

6. The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. There has been no increase in said bonded and floating general obligation indebtedness of the City since October 2, 2018.

8. It is necessary for the health and well-being of the citizens of the City and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the City Bond Act and/or the Bank Act.

9. The Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

10. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the

issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond, in one or more series, in the total principal amount not to exceed Forty-Five Million Dollars (\$45,000,000).

SECTION 2. The Bonds and/or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

SECTION 3. The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 6:00 o'clock p.m. on November 6, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "**City Clerk**") in his office located in City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on November 6, 2018, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds and/or the City Bond may be issued and sold in one or more series without an election on the question of the issuance thereof at any time within a period of two (2) years after November 6, 2018.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder of page left blank intentionally]

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Intent Resolution adopted this the 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.

CITY CLERK

MAYOR

Publish as a legal notice for four (4) consecutive weeks on October 11, 18, 25 and November 1, 2018.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 2nd day of **October, 2018**, the following Resolution:

RESOLUTION 2018-153

NOTICE OF RESOLUTION OF INTENT

The Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "**City**") took up for consideration the matter of providing financing for certain capital improvements of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**City Bond Act**") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

2. The Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project.

3. The Project is in accordance with and in furtherance of the provisions of the Act.

4. The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, (the "**Bonds**") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation

bond of the City, in one or more series, to be sold to the Bank (the "**City Bond**") pursuant to the Act, all in a total aggregate principal amount of not to exceed Forty-Five Million Dollars (\$45,000,000).

5. As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$481,363,557, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$13,955,000.

6. The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. There has been no increase in said bonded and floating general obligation indebtedness of the City since October 2, 2018.

8. It is necessary for the health and well-being of the citizens of the City and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the City Bond Act and/or the Bank Act.

9. The Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

10. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond, in one or more series, in the total principal amount not to exceed Forty-Five Million Dollars (\$45,000,000).

SECTION 2. The Bonds and/or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

SECTION 3. The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the provisions of the

bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 6:00 o'clock p.m. on November 6, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "**City Clerk**") in his office located in City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on November 6, 2018, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds and/or the City Bond may be issued and sold in one or more series without an election on the question of the issuance thereof at any time within a period of two (2) years after November 6, 2018.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder of page left blank intentionally]

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

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted this the 2nd day of October, 2018.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.


CITY CLERK


MAYOR

Publish as a legal notice for four (4) consecutive weeks on October 11, 18, 25 and November 1, 2018.

The PineBelt NEWS

(formerly The Lamar Times, The Petal News, The Hattiesburg Post)

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned Legal Advertising
Clerk for The PINE BELT NEWS, a weekly newspaper published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspaper as follows:

Total # of Words: 1,975 Published 4 times

Date 1st Published: 10.11.18 Amt: 237.00

Date 2nd Published: 10.18.18 Amt: 197.50

Date 3rd Published: 10.25.18 Amt: 197.50

Date 4th Published: 11.01.18 Amt: 197.50

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 829.50

Proof of Publication Fee: 3.00

TOTAL: 832.50

(signed) [Signature]
The PINE-BELT NEWS

Sworn to and subscribed before me in my Presence, this
day of November, 2018, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: 10.05.18
☐ App: _____
☐ File Title: _____
☐ Invoice #: 92376
☒ Inv. Crt/Mld: [Signature]
☐ Pymt Rec.d: [Signature]
☐ POP sent: _____

NOTICE OF RESOLUTION OF INTENT

The Mayor and the City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City") took up for consideration the matter of providing financing for certain capital improvements of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS (\$45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ. AND SECTIONS 31-25-1 ET SEQ. AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION, AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 et seq.,

Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "Project").

The Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "State"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project.

The Project is in accordance with and in furtherance of the provisions of the Act. The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, (the "Bonds") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation bond of the City, in one or more series, to be sold to the Bank (the "City Bond") pursuant to the Act, all in a total aggregate principal amount of not to exceed Forty-Five Million Dollars (\$45,000,000).

As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is \$481,363,557, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$13,955,000.

The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

There has been no increase in said bonded and floating general obligation indebtedness of the City since October 2, 2018.

It is necessary for the health and well-being of the citizens of the City and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the City Bond Act and/or the Bank Act.

The Governing Body is authorized and

empowered by the City Bond Act and/or the Bank Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond, in one or more series, in the total principal amount not to exceed Forty-Five Million Dollars (\$45,000,000).

The Bonds and/or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City

Bond.

The Governing Body proposes to direct the issuance of all or any portion of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 6:00 o'clock p.m. on November 6, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "City Clerk") in his office located in City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on November 6, 2018, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds and/or the City Bond may be issued and sold in one or more series without an election on the question of the issuance thereof at any time within a period of two (2) years after November 6, 2018.

This resolution shall be published once a week for at least three (3) consecutive weeks in The Hattiesburg Post, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same

as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilperson Dryden, seconded by Councilperson George and was adopted by the following roll call vote, to wit:

YEAS:

Councilperson Jeffrey George
Councilperson Deborah Delgado
Councilperson Carter Carroll
Councilperson Mary Dryden
Councilperson Nicholas Brown

NAYS:

ABSENT:

The President thereby declared the motion carried and the Intent Resolution adopted this the 2nd day of October, 2018.

(SEAL)

ATTEST:

/s/ Ronda S. Cole

CLERK OF COUNCIL

ADOPTED:

/s/ Carter Carroll

PRESIDENT

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.

/s/ Kemas Eaton

CITY CLERK

/s/ Toby Barker

MAYOR

Published on Oct 11th, Oct 18th, Oct 25th and Nov 1st, 2018.

Butter Snow, LLC



City of Hattiesburg, MS

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

Master

File Number: 2018-798

File ID: 2018-798

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 09/21/2018

Brief Title: Set Appeal Hearing - Hattiesburg Historic
Conservation Commission (HHCC) - 510 W. Pine St.

Final Action:

Minute Book Number: MB 2018-247

Title:

Acknowledge receipt of request filed by Rev. Ken Ramon-Landry to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St. The HHCC Denied on September 12, 2018. Set a public hearing before City Council on November 5, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: Appeal form - Ramon-Landry 9-12-18, Public Notice -
501 W Pine St Set Appeal Hearing

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: GML

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-798

Title

Acknowledge receipt of request filed by Rev. Ken Ramon-Landry to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St. The HHCC Denied on September 12, 2018. Set a public hearing before City Council on November 5, 2018 at 4:00 p.m. and authorize publication of Public Notice setting an

Appeal Public Hearing.

Summary

Set Appeal Hearing - Hattiesburg Historic Conservation Commission (HHCC) - 510 W. Pine St.

...Publication Information

Public Notice to set hearing to publish in Pinebelt News on October 18, 2018 (19 days prior to November 5, 2018 hearing).



Send to:

Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date:	9/12/2018
Planning Commission or Board of Adjustment Date:	9/12/2018
(Appeals must be made within ten consecutive days of the recommendation)	
Name of Property Owner/Petitioner:	SACRED HEART PARISH
Name of Person Requesting Appeal Hearing:	Lynn Landrum
Mailing Address of Person Requesting Appeal Hearing:	313 WALNUT ST., H'BURG MS
Address of Petitioned Property:	501 W. PINE ST.
Petitioner's Request of the Planning Commission or Board of Adjustments:	REQUESTING TO OVERTURN REQUEST TO REMOVE SPIRE
Planning Commission or Board of Adjustment's Recommendation:	Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

REV. KEN RAMON-LANDRY
Appellant (print)

Ken Ramon Landry
Appellant (signature)



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Rev. Ken Ramon-Landry to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St. The Hattiesburg Historic Conservation Commission Denied on September 12, 2018.

After hearing, the Hattiesburg Historic Conservation Commission's Denial of the petition, and Rev. Ken Ramon-Landry, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Monday, November 5, 2018, in the City Hall Building, Second Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of October, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Thursday, October 18, 2018
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2018-810

File ID: 2018-810

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Chris Price

File Created: 09/24/2018

Brief Title: Code Enforcement - Expedited Process
Determinations - August 2018

Final Action:

Minute Book Number: MB 2018-247

Title: Acknowledge receipt of a list of properties, determined by Code Enforcement Officers, in the month of August 2018, to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, and eligible for pursuit via an expedited process pursuant to Section 21-19-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Expedited List 10.2.18

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-810

Title

Acknowledge receipt of a list of properties, determined by Code Enforcement Officers, in the month of August 2018, to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, and eligible for pursuit via an expedited process pursuant to Section 21-19-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Summary

Code Enforcement - Expedited Process Determinations - August 2018



City of Hattiesburg, MS

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

Master

File Number: 2018-810



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Mayor and City Council

FR: Chris Price, Code Enforcement Division Manager

Date: September 24, 2018

Re: Property for Expedited Maintenance

Acknowledge receipt of a list of properties, determined by Code Enforcement Officers, in the month of August 2018, to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, and eligible for pursuit via an expedited process pursuant to Section 21-19-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
613 Hall Ave	12856	OGL	Cut weeds and grass	8/20/2018	C. Price
305 Mable St.	20540	OGL	Cut weeds and grass	8/20/2018	C. Price
528 W 4 th St.	19709	OGL	Cut weeds and grass	8/20/2018	C. Price
407 North Street	14469	OGL	Cut weeds and grass	8/20/2018	C. Price
1016 Dewey St.	15188	OGL	Cut weeds and grass	8/20/2018	C. Price
212 Timothy Lane	21776	OGL	Cut weeds and grass	8/20/2018	C. Price
1108 W 4 th St.	26606	OGL	Cut weeds and grass	8/20/2018	C. Price
102 S 11 th Ave	16763	OGL, Secure Vacant Structure	Cut weeds and grass; Board up windows and doors	8/20/2018	C. Price
115 S 10 th Ave	16772	OGL	Cut weeds and grass	8/20/2018	C. Price

2-028G-05-096 W 7 th St.	26172	OGL	Cut weeds and grass	8/20/2018	C. Price
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City of Hattiesburg, MS

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

Master

File Number: 2018-827

File ID: 2018-827

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Darnelle Larremore

File Created: 09/25/2018

Brief Title: Acknowledge Privilege License Report August 2018.

Final Action:

Minute Book Number: MB 2018-247

Title:

Acknowledge Receipt of Privilege Tax License Report for the Month of August 2018.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Privilege license Report-August-2018, Memo-Privilege License Report for August 2018

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Darnelle Larremore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-827

Title

Acknowledge Receipt of Privilege Tax License Report for the Month of August 2018.

Summary

Privilege License Report for the Month of August 2018.

PRIVILEGE LICENSE MONTHLY REPORT

08/01/2018 TO 08/31/2018

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-02-18-012506	\$45.00		THE PARLOR SALON 117 E FRONT ST HATTIESBURG MS 39401
LIC-03-18-012695	\$35.00		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-03-18-012696	\$7.50		FUEL TIME 16 3100 HARDY ST HATTIESBURG MS 39401
LIC-04-18-012758	\$55.00		MOBILE SOLUTIONS LLC 3000 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-05-18-012983	\$45.00		CHICKEN SALAD CHICK P.O. BOX 160 MARION MS 39342
LIC-05-18-013081	\$45.00		DERKSON OF HATTIESBURG 7336 HWY 49 N HATTIESBURG MS 39401
LIC-06-18-013318	\$61.00		HATTIESBURG CLINIC. P.A.-COPD CARE, CCC, FAMILY MEDICINE 1101 A S 28TH AV HATTIESBURG 39401
LIC-07-18-013434	\$45.00		DEON BEAVER-ERIK VILLARREAL SHOE M.G.K. 8254 COUNTY RD 64 UNIT 2501 DALPHE AL 36526
LIC-07-18-013435	\$45.00		J & S APPLIANCE SVC. & SALES 1508 OLD RICHTON RD PETAL MS 39465
LIC-07-18-013511	\$45.00		PROFESSIONAL TAX GROUP, LLC 49 GREEN TIMBER LOOP PURVIS MS 39475
LIC-07-18-013512	\$45.00		QUALITY CARE HOME HEALTH 49 GREEN TIMBER LOOP PURVIS MS 39475
LIC-08-18-013594	\$20.00		JASON'S HOUSEKEEPER 200 CAHAL ST APT 103 BLDG 1 HATTIESBURG MS 39401
LIC-08-18-013599	\$45.00		SOUTH 701 DOUG BAKER BLVD STE 109 BIRMINGHAM AL 35242
LIC-08-18-013661	\$20.00		HEARN'S ENTERPRISES 188 LAKELAND DR HATTIESBURG MS 39402
LIC-08-18-013681	\$20.00		CUSTOM BUILDING SOLUTIONS 668 OLD SALT RD SUMRALL MS 39482
LIC-08-18-013685	\$20.00		UNLIMITED AUTOMOTIVE ON WHEELS 81 ZACHARY DR HATTIESBURG MS 39402

LIC-08-18-013724	\$365.00		OLLIE'S BARGAIN OUTLET, INC. 4600 HARDY ST STE 33 HATTIESBURG MS 39402
17	\$963.50		
<u>Renewed Licenses</u>			
<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-07-18-013554	\$93.00		FAMILY DOLLAR STORES #3708 3814 W 4TH STREET 40 HATTIESBURG MS 39401
LIC-08-18-013557	\$30.00		JIMMY JOHN'S #2857 4960 HARDY STREET HATTIESBURG MS 39403
LIC-08-18-013558	\$20.00		THOMPSON, CHARLES 367 CHURCH STREET PETAL MS 394650000
LIC-08-18-013559	\$20.00		PARADIGM 5295 OLD HWY 11 STE 9 HATTIESBURG MS 39402
LIC-08-18-013560	\$20.00		CHILLY WILLY'S ICE HOUSE 2800 LINCOLN ROAD HATTIESBURG MS 39403
LIC-08-18-013561	\$40.00		TURNER SUPPLY COMPANY 7028 HIGHWAY 49 N STE A HATTIESBURG MS 39401-
LIC-08-18-013562	\$20.00		CHILLY WILLY'S ICE HOUSE 5297 OLD HWY 11 HATTIESBURG MS 39403
LIC-08-18-013563	\$30.00		BOWMAN HEATING & AIR CONDITIONING PO BOX 1046 PETAL MS 39465
LIC-08-18-013564	\$20.00		VOSS & ASSOCIATES, PLLC PO BOX 15189 HATTIESBURG MS 394045189
LIC-08-18-013565	\$20.00	\$0.00	SHERRON BROOM & ASSOCIATES, P.A.CPA 1011 HARDY STREET HATTIESBURG MS 39401-
LIC-08-18-013566	\$30.00		MS FIRE/FRED'S FIRE 500 CAMPBELL LOOP HATTIESBURG MS 39402
LIC-08-18-013568	\$30.00		COPELAND, COOK, TAYLOR & BUSH, PA 110 SHEFFIELD LOOP HATTIESBURG MS 39402-
LIC-08-18-013569	\$30.00		SHIPLEY DONUTS 2011 HARDY STREET HATTIESBURG MS 394010000
LIC-08-18-013570	\$57.00	\$8.55	AIRGAS USA, LLC PO BOX 9219 MARIETTA GA 30065-
LIC-08-18-013571	\$93.00	\$11.16	AIRGAS USA, LLC PO BOX 9219 MARIETTA GA 30065
LIC-08-18-013572	\$20.00	\$2.20	C & M TRANSMISSION, LLC 415 E PINE STREET HATTIESBURG MS 39401
LIC-08-18-013573	\$20.00		MI DRYWALL TOOL STORE 6121 TERRY RD BYRAM MS 39272

LIC-08-18-013574	\$54.00		HOSPICE CARE OF MISSISSIPPI LLC PO BOX 1956 HATTIESBURG MS 394030000
LIC-08-18-013575	\$105.00		HOME HEALTH CARE SYSTEMS, INC. 133 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-08-18-013576	\$20.00	\$2.20	PIT CREW DETAIL 6096 HWY49 HATTIESBURG MS 39403
LIC-08-18-013577	\$30.00		CLINTON CPA FIRM PLLC 217 W PINE STREET HATTIESBURG MS 39401
LIC-08-18-013578	\$20.00		SHOP BY FAITH 6112 HWY 49 HIGHWAY 10 HATTIESBURG MS 39401-
LIC-08-18-013579	\$105.00		BEAN MOVING AND STORAGE 4908 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-08-18-013580	\$20.00		METRO MEDICAL 5268 OLD HIGHWAY 11 STE 2 HATTIESBURG MS 39401
LIC-08-18-013581	\$20.00		FG SUBWAY, INC 6051 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-08-18-013582	\$20.00		T & C COMPANY INC 616 CAMPBELL LOOP HATTIESBURG MS 394013044
LIC-08-18-013583	\$63.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-18-013584	\$10.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-18-013585	\$20.00		GADOW/TYLER, PLLC 511 EAST PEARL ST JACKSON MS 39201
LIC-08-18-013586	\$20.00		ASIAN EXPRESS 5004 LINCOLN RD STE 10 HATTIESBURG MS 39402
LIC-08-18-013587	\$33.00		HATTIESBURG CLINIC P A - HYPERTENSION CENTER 7 MEDICAL BOULEVARD HATTIESBURG MS 39401-
LIC-08-18-013588	\$69.00		DERMATOLOGY CLINIC OF H'BURG P.A. 104 ASBURY CIRCLE HATTIESBURG MS 394020000
LIC-08-18-013590	\$20.00		WILSON 8:21 PAINTING & MORE 119 COMANCHE DRIVE HATTIESBURG MS 39402
LIC-08-18-013591	\$20.00	\$2.20	CHRIS STYLES 212 N 25TH AVENUE HATTIESBURG MS 39401-
LIC-08-18-013592	\$20.00	\$2.20	GRIFFITH ELECTRIC LLC 13149 MOCK STREET GULFPORT MS 39503-
LIC-08-18-013593	\$20.00		ELWOOD STAFFING SERVICES INC P.O. BOX 1024 N BLVD COLUMBUS IN 472021024

LIC-08-18-013595	\$20.00	\$2.40	MISSING PAGES CONNECTING LINKS PO BOX 749 STREET HATTIESBURG MS 39401
LIC-08-18-013596	\$93.00		RA SHOP #7 LLC 2706 HARDY ST HATTIESBURG MS 39401
LIC-08-18-013597	\$45.00		SAKALARIOS, BLACKWELL, SIMS & SCHOCK, PLLC 1817 HARDY STREET HATTIESBURG MS 39403-1858
LIC-08-18-013598	\$150.00		JOS. A. BANK CLOTHIERS 6156 US HIGHWAY 98 W HATTIESBURG MS 39402-
LIC-08-18-013600	\$20.00		ASC OF HATTIESBURG, LLC 103 MILSAPS DRIVE HATTIESBURG MS 394020000
LIC-08-18-013601	\$30.00		KEENE, BAINE, SANDERSON, HAIGLER & EAVERTSON, PA 12 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-08-18-013602	\$30.00		MARTIN H. BAKER, JR. DDS 6504 HIGHWAY 98 STE G HATTIESBURG MS 39402
LIC-08-18-013603	\$30.00		GILDER, Q. JERRY D.D.S. 1311 S 28TH AVENUE HATTIESBURG MS 39402
LIC-08-18-013604	\$20.00		ALL HEALTH, LLC 24 CROSS CREEK PARKWAY STE 180 HATTIESBURG MS 394020000
LIC-08-18-013605	\$81.00		MCDONALD'S #10694 4900 HARDY STREET HATTIESBURG MS 39402
LIC-08-18-013606	\$20.00		J B DENTAL LAB 2019 HARDY STREET HATTIESBURG MS 39401
LIC-08-18-013607	\$20.00		LOANMAX 507 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-18-013608	\$20.00		BURGER KING #9037 PO BOX 6577 NEW ORLEANS LA 70174
LIC-08-18-013609	\$135.00		FINLO CONSTRUCTION CO. 1116 FINLO DRIVE HATTIESBURG MS 39401
LIC-08-18-013610	\$57.00		MISSISSIPPI MUSIC INC. 222 S MAIN STREET HATTIESBURG MS 39401
LIC-08-18-013611	\$20.00		COUGHLINS FLORIST PO BOX 1086 HATTIESBURG MS 39403-
LIC-08-18-013612	\$20.00		SEW SELECT 4400 HARDY ROAD STE B-9 HATTIESBURG MS 39402-
LIC-08-18-013613	\$150.00		HATTIESBURG CLINIC CLOVERLEAF MED PLAZA 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-08-18-013614	\$30.00		PLANET FITNESS 6128 US HWY 49 HATTIESBURG MS 39401

LIC-08-18-013615	\$93.00	OWL DRUG STORE 2 MEDICAL BOULEVARD HATTIESBURG MS
LIC-08-18-013616	\$30.00	CDI CONTRACTORS, LLC 3000 CANTRELL RD LITTLE ROCK AR 72202
LIC-08-18-013617	\$20.00	RE/MAX REAL ESTATE PARTNERS 119 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-08-18-013618	\$54.00	PIZZA HUT #2212 1000 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-18-013619	\$30.00	WALKER-HILL ENVIRONMENTAL, INC 4 S POPLAR STREET FOXWORTH MS 39483-
LIC-08-18-013620	\$40.00	CARTER'S 24 CROSS CREEK PARKWAY HATTIESBURG MS 39403
LIC-08-18-013621	\$30.00	AUTO ARMATURE SERVICE INC. 200 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-18-013623	\$15.00	AMERICAN WINGS & CAFE 6466 HWY 98 HATTIESBURG MS 39402
LIC-08-18-013624	\$30.00	AMERICAN WINGS & CAFE 6466 HWY 98 HATTIESBURG MS 39402
LIC-08-18-013626	\$20.00	K & B BODY SHOP 409 PROVIDENCE STREET HATTIESBURG MS 39401-
LIC-08-18-013627	\$1,455.00	HERTZ PO BOX 8000 MONSEY NY 10952
LIC-08-18-013628	\$285.00	MOBILE ONE NET 5319 OLD HWY 42 HATTIESBURG MS 39401
LIC-08-18-013629	\$25.00	MOBILE ONE NET 6 BLACKWELL BOULEVARD HATTIESBURG MS 39402-
LIC-08-18-013630	\$20.00	THE LAW OFFICES OF WES STOVER 403 SOUTH STATE ST JACKSON MS 39201-
LIC-08-18-013631	\$20.00	THE OAKS ICC 607 CORINNE STREET STE A1 HATTIESBURG MS 39401-
LIC-08-18-013632	\$20.00	MAYFIELD HEATING & AIR PO BOX 1318 N PETAL MS 39465
LIC-08-18-013633	\$30.00	SLEEP INN & SUITES 6603 HWY 49 N HATTIESBURG MS 39401-
LIC-08-18-013634	\$20.00	32 A YOGURT BAR 6136 HIGHWAY 98 STE 101 HATTIESBURG MS 39402-
LIC-08-18-013636	\$45.00	REDBOX AUTOMATED RETAIL LLC ONE TOWER LANE OAKBROOK TERRACE IL 60181-

LIC-08-18-013637	\$45.00		REDBOX AUTOMATED RETAIL, LLC 3706 HARDY STREET HATTIESBURG MS 39402-
LIC-08-18-013638	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4050 HWY 11 HATTIESBURG MS 39401
LIC-08-18-013639	\$20.00		SAFETY FIRST BURGLAR & FIRE, LLC 1710 EVA STREET HATTIESBURG MS 39401-
LIC-08-18-013640	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4904 HARDY ROAD HATTIESBURG MS 39401
LIC-08-18-013641	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 900 OAKBROOK TERRACE IL 60181-
LIC-08-18-013642	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 900 OAKBROOK TERRACE IL 60181-
LIC-08-18-013643	\$75.00	\$8.25	NETWORK SERVICES, INC. PO BOX 1725 HATTIESBURG MS 394030000
LIC-08-18-013644	\$70.00		DUFF AMUSEMENT CAR WASH 5194 HIGHWAY 49 S HATTIESBURG MS 394010000
LIC-08-18-013645	\$20.00		LEE'S MAINTENANCE 1918 EDWARDS STREET HATTIESBURG MS 39401
LIC-08-18-013646	\$150.00		DOLLAR TREE #2203 500 VOLVO PARKWAY CHESAPEAKE VA 233200000
LIC-08-18-013647	\$20.00		THE UPS STORE #2758 6068 HIGHWAY 98 W 1 HATTIESBURG MS 394020000
LIC-08-18-013650	\$20.00		HATTIESBURG BALLROOM & BEYOND 208 W PINE STREET STE 110 HATTIESBURG MS 39401-
LIC-08-18-013651	\$20.00		HUB CITY GRAPHIX 404 Mandalay Dr HATTIESBURG MS 39402
LIC-08-18-013652	\$30.00		SCHOOLSTATUS, LLC 6222 US HWY 98 2ND FLOOR HATTIESBURG MS 39402
LIC-08-18-013653	\$20.00		ALL SAFE STORAGE, LLC 5423 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-08-18-013654	\$20.00		MCCARTHY CPA 1307 ADELIN ST HATTIESBURG MS 39401
LIC-08-18-013655	\$25.00		SOUTHERN FRIED COMICS LLC 136 E FRONT STREET HATTIESBURG MS 39401-
LIC-08-18-013656	\$20.00		HUB REFRIGERATION & FIXTURE CO. 4105 US HWY 11 HATTIESBURG MS 39402-
LIC-08-18-013657	\$20.00		HUB REFRIGERATION & FIXTURE CO PO BOX 17395 HATTIESBURG MS 39404

LIC-08-18-013658	\$20.00	\$2.40	CURTIS CUSTOM COUNTERS 102 GORDON ST HATTIESBURG MS 39401
LIC-08-18-013659	\$0.00	\$0.00	CELLULAR SOLUTIONS 1000 TURTLE CREEK DR PK-01 HATTIESBURG MS 39402
LIC-08-18-013663	\$20.00		COMPLIANCE ENVIROSYSTEMS, LLC 102 ALCORN AVENUE HATTIESBURG MS 39401
LIC-08-18-013664	\$20.00		TAYLOR RENTAL 4219 LINCOLN EXTENTION ROAD HATTIESBURG MS 394020000
LIC-08-18-013665	\$0.00		HOMESTEAD STEAKS LLC 1425 MATTHEW CIR JOPLIN MO 64870
LIC-08-18-013666	\$54.00		GREEN EYE INSTITUTE, P. A. PO BOX 15729 HATTIESBURG MS 394045729
LIC-08-18-013667	\$0.00		COMMERCIAL BUSINESS INTERIORS, INC. (FURNITURE, ETC.) 6927 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-18-013668	\$40.00		COMMERCIAL BUSINESS INTERIORS, INC. (FURNITURE, ETC.) 6927 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-18-013669	\$40.00		SOUTHERN GAS & SUPPLY INC. 125 N THRUWAY STREET BROUSSARD LA 70518
LIC-08-18-013670	\$20.00	\$2.40	WATSON, PERCY W. ATTORNEY PO BOX 1767 HATTIESBURG MS 394030000
LIC-08-18-013672	\$20.00		CONNECT CHIROPRACTIC 103 WALNUT STREET HATTIESBURG MS 39401-
LIC-08-18-013673	\$30.00		TATUM DEVELOPMENT CORP 3000 W 7TH STREET HATTIESBURG MS 39403
LIC-08-18-013674	\$20.00		CRICKET AUTHORIZED RETAILER 934 BROADWAY DR HATTIESBURG MS 39401
LIC-08-18-013675	\$30.00		BAPTIST MEDICAL & DENTAL MISSION INTERNATIONAL 11 PLAZA DRIVE HATTIESBURG MS 394020000
LIC-08-18-013676	\$440.00		ULTA BEAUTY 1000 REMINGTON BLVD STE 120 ATN TAX DEPT BOLINGBROOK IL 60440
LIC-08-18-013677	\$20.00	\$3.40	JAMES CHANNELL SALON AND SPA, LLC 310 2ND AVENUE HATTIESBURG MS 39401-
LIC-08-18-013678	\$20.00	\$3.20	EVENTZ BY DESIGN 61 MILLPOND DRIVE HATTIESBURG MS 39401-
LIC-08-18-013679	\$20.00		FLW TRUCKING LLC 61 MILLPOND DRIVE HATTIESBURG MS 39401-

LIC-08-18-013680	\$45.00		TAYLOR TOWING 5582 HWY 42 HATTIESBURG MS 39401-
LIC-08-18-013682	\$50.00		CHARLOTTE RUSSE #356 5910 PACIFIC CENTER BLVD STE 120 SAN DIEGO CA 921210000
LIC-08-18-013683	\$30.00		SOUTHERN COLONEL HOMES, INC. #2 7390 HIGHWAY 49 N HATTIESBURG MS
LIC-08-18-013684	\$25.00		BONITA ROAD ASSEMBLY OF GOD 8880 INDUSTRIAL DR BASTROP LA 71220
LIC-08-18-013687	\$30.00		LINCOLN ROAD DENTAL CLINIC 4301 LINCOLN ROAD STE 10 HATTIESBURG MS 39402-
LIC-08-18-013689	\$45.00	\$5.40	SERVPRO OF HATTIESBURG 106 REDUS STREET HATTIESBURG MS 39401
LIC-08-18-013690	\$20.00	\$2.20	AIR MAINTENANCE INC. PO BOX 18587 HATTIESBURG MS 39404-
LIC-08-18-013691	\$45.00		HEADRICK SIGN & GRAPHICS, INC. 1 FREEDOM SQUARE LAUREL MS 394403
LIC-08-18-013692	\$20.00		LAN LAUNDRY 407 MARTIN LUTHER KING BOULEVARD HATTIESBURG MS 39401-
LIC-08-18-013693	\$20.00		FAITH CONSULTANT, LLC 1028 N MAIN STREET HATTIESBURG MS 39401
LIC-08-18-013694	\$60.00		MCDONALD'S #5111 6571 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-18-013695	\$380.00		SOUTHERN PIPE SUPPLY CO 116 LUNDY LANE HATTIESBURG MS 39401-
LIC-08-18-013699	\$20.00		HWY 42 TIRE SHOP 5431 OLD HWY 42 BYPASS HATTIESBURG MS 39401
LIC-08-18-013700	\$20.00	\$2.20	AMBASSADOR CONSTRUCTION 310 RUBY STREET HATTIESBURG MS 394010000
LIC-08-18-013701	\$20.00		114 N 40TH AV STE E HATTIESBURG MS 39401
LIC-08-18-013703	\$30.00		PRECISION PLUMBING & HEATING, INC 25 CITY BARN LOOP HATTIESBURG MS 39401
LIC-08-18-013705	\$20.00		HATTIESBURG CLINIC - TRAINING ROOM "C" 114 N 40TH AV STE C HATTIESBURG MS 39401
LIC-08-18-013708	\$60.00		HAVARD PEST CONTROL INC. P.O. BOX 15007 HATTIESBURG MS 39404
LIC-08-18-013709	\$135.00	\$14.85	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG MS 39401

LIC-08-18-013710	\$25.00	\$2.75	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG MS 39401
LIC-08-18-013711	\$60.00		WAFFLE HOUSE #1980 P O BOX 6450 NORCROSS GA 30091-
LIC-08-18-013712	\$30.00		CSPIRE 6184 US HWY 98 W HATTIESBURG MS 39403
LIC-08-18-013713	\$150.00		CELLULAR SOUTH DBA C-SPIRE 1018 HIGHLAND COLONY PARKWAY STE 330 RIDGELAND MS 391570000
LIC-08-18-013714	\$30.00		HATTIESBURG CLINIC - SATELLITE MGT OFFICE 415 S 28TH AV HATTIESBURG MS 39401
LIC-08-18-013715	\$20.00	\$2.20	LEGGETT'S 806 S TIPTON HATTIESBURG MS 39401
LIC-08-18-013716	\$93.00		CELLULAR SOUTH DBA C-SPIRE 5910 HIGHWAY 49 S STE 50 HATTIESBURG MS 39402
LIC-08-18-013717	\$48.00		HENDERSON-GRANBERRY P.A. 9 PROFESSIONAL PKWY HATTIESBURG MS 394020000
LIC-08-18-013718	\$200.00	\$24.00	SURPLUS WAREHOUSE 5131 HIGHWAY 42 HATTIESBURG MS 39401
LIC-08-18-013719	\$30.00		SOUTHERN UROLOGY SURGERY CENTER, LLC 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-08-18-013720	\$30.00		HATTIESBURG SURGERY CENTER 139 FAIRFIELD DRIVE HATTIESBURG MS 39403
LIC-08-18-013721	\$20.00		GOLDEN TOUCH CAR WASH 214 WOODSTONE DR HATTIESBURG MS 39402
LIC-08-18-013722	\$30.00		HEALTHWORKS, LLC 415 S. 28TH AV ATTN: SUSAN PARKER HATTIESBURG MS 39401
LIC-08-18-013723	\$20.00		MICHAEL'S PLUMBING 12302 THEO BILBO RD CARRIERE MS 39426
LIC-08-18-013725	\$30.00		BETTIE'S ABC ADVANCED CHILD CARE 214 N 35TH AVENUE HATTIESBURG MS 39401-
LIC-08-18-013726	\$20.00	\$2.20	HARRY E. GOZA, JR. 814 S 28TH AVENUE HATTIESBURG MS 39402
LIC-08-18-013727	\$20.00	\$2.80	BEAUTIFUL BEGINNINGS 1005 HARDY STREET HATTIESBURG MS 394010000
LIC-08-18-013728	\$33.00	\$4.29	SIMPLY VINTAGE LLC 6140 US HWY 98 30 HATTIESBURG MS 39403
LIC-08-18-013729	\$20.00		FRAMES AND PANES 3416 HARDY STREET HATTIESBURG MS 39401-

LIC-08-18-013730	\$36.00		SONIC DRIVE-IN 5324 OLD HIGHWAY 11 HATTIESBURG MS 394020000
LIC-08-18-013732	\$20.00	\$24.40	BLACK AND COMPANY LLC/BLACK FINANCIAL SERVICES LLC 6102 HWY 98 STE 45 HATTIESBURG MS 39402-
LIC-08-18-013734	\$20.00		EAST SIDE AUTO REPAIR 612 EASTSIDE AVENUE HATTIESBURG MS 39401
LIC-08-18-013735	\$20.00		FAIRCHILD MOTORS #2 2011 W PINE STREET HATTIESBURG MS 39401
LIC-08-18-013736	\$20.00	\$4.20	DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401
LIC-08-18-013737	\$20.00		PAGE FAMILY & SPORT CHIROPRACTIC 4700 HARDY STREET STE M HATTIESBURG MS 39402-
LIC-08-18-013738	\$15.00	\$7.50	DANNY'S GROCERY & DELI 100 HALL AV HATTIESBURG MS 39401
LIC-08-18-013739	\$20.00	\$4.20	A & B FOOD MART 901 E HARDY STREET HATTIESBURG MS 39401
LIC-08-18-013740	\$15.00	\$7.50	A & B FOOD MART 901 E HARDY STREET HATTIESBURG MS 39401
LIC-08-18-013741	\$20.00	\$2.20	PEACE OF MIND 803 ARLEDGE STREET HATTIESBURG MS 39401-
LIC-08-18-013742	\$39.00	\$7.02	TURTLE CREEK DENTAL CARE 1200 NETWORK CENTER DR EFFINGHAM IL 624011
LIC-08-18-013743	\$30.00	\$46.20	WENDY'S OLD FASHIONED HAMBURGERS#111 1701 HARDY STREET HATTIESBURG MS 39401
LIC-08-18-013747	\$20.00		BANCORP SOUTH CONTROL DEPT. 100 HARDY ST HATTIESBURG MS 39401
LIC-08-18-013748	\$30.00		BANCORP SOUTH WESTWOOD BRANC 100 HARDY ST HATTIESBURG MS 39401
LIC-08-18-013749	\$20.00		FIELDHOUSE THRIFT STORE 1608 BROADWAY DR 10 & 20 HATTIESBURG MS 39402
LIC-08-18-013750	\$150.00		BANCORP SOUTH 100 HARDY ST STE 501 HATTIESBURG MS 39401
LIC-08-18-013751	\$80.00		KOHLER COMPANY 182 JM TATUM INDUSTRAIL DRIVE HATTIESBURG MS 39401
LIC-08-18-013756	\$20.00	\$2.20	SALON 46 104 E SCOوبا HATTIESBURG MS 39401
LIC-08-18-013760	\$20.00	\$2.20	STEWARTS CAMERA CENTER 103 THORNHILL DRIVE HATTIESBURG MS 39402

LIC-08-18-013761	\$20.00		J ALLEN PEGUES 20 COUNTRY CLUB LN HATTIESBURG MS 394020000
LIC-08-18-013762	\$36.00		SOUTHERN SURGERY CENTER, LLC 3688 VETERAN MEMORIAL DRIVE STE 100 HATTIESBURG MS 39401-
LIC-08-18-013763	\$20.00		WORKNET 2000, INC 5295 OLD HWY 11 HIGHWAY STE 3 HATTIESBURG MS 39402-
LIC-08-18-013765	\$54.00		PEDIATRUST HATTIESBURG, LLC 6270 SEVENOAKS BATON ROUGE LA 70806
LIC-08-18-013767	\$20.00	\$3.20	A CUT ABOVE 716 JAMES STREET STE 10 HATTIESBURG MS 39401-
LIC-08-18-013771	\$93.00		ROSS DRESS FOR LESS #859 5130 HACIENDA DR B3N6 DUBLIN CA 945680000
LIC-08-18-013773	\$20.00		AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-18-013774	\$20.00		HATTIESBURG FAMILY DENTAL CARE 6142 HIGHWAY 98 10 HATTIESBURG MS 39402
LIC-08-18-013775	\$80.00	\$9.60	MAR JAC POULTRY MS, LLC PO BOX 991 HATTIESBURG MS 394010000
LIC-08-18-013779	\$20.00	\$3.00	TWO MEN & A TRUCK 4613 TENNESSEE AV GULFPORT MS 39501
LIC-08-18-013780	\$20.00		AUTOMOTIVE FINANCE CORPORATION 107 FAIRFIELD DRIVE 40 HATTIESBURG MS 39403
LIC-08-18-013784	\$30.00		LENNY'S SUB SHOP 3704 HARDY STREET HATTIESBURG MS 39401
LIC-08-18-013787	\$30.00		NUWAY AUTO SALES 2006 W PINE ST HATTIESBURG MS 39401
LIC-08-18-013788	\$30.00		ONE 80 FITNESS INC. 10598 D'IBERVILLE BLVD STE J D'IBERVILLE MS 39540
LIC-08-18-013789	\$30.00		ASTHMA & ALLERGY CLINIC-HATT., PLLC 109 MILLSAPS DRIVE HATTIESBURG MS 394020000
LIC-08-18-013790	\$150.00		PUCKETT MACHINERY 6751 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-08-18-013791	\$20.00	\$2.80	ROCK SOLID GEAR 4600 HARDY ST STE 12 HATTIESBURG MS 39402
LIC-08-18-013792	\$15.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 394010000
LIC-08-18-013793	\$20.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 394010000

LIC-08-18-013794	\$20.00	ANGIE'S HEAD 2 TOE SALON & SPA 108 MCLEOD STREET HATTIESBURG MS 39401-
LIC-08-18-013795	\$300.00	ASHLEY FURNITURE HOME STORE 6143 HIGHWAY 98 110 HATTIESBURG MS 394020000
LIC-08-18-013796	\$30.00	TOPHER'S ROCK & ROLL GRILL 1803 BROADWAY DRIVE HATTIESBURG MS 39401-
190	\$9,801.00	\$239.67

Total Collection for August

New Licenses	\$963.50
Renewed Licenses	\$9,801.00
Penalties	\$239.67
Grand Total	\$11,004.17



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2018

To: Mayor and City Council

From: Darnelle Larremore, Division Manager
City Clerk/Tax Division

Subject: Privilege Tax License Reports

Attached are copies of the monthly Privilege License Reports for August 1 – 31, 2018. A summary has been provided below for easier viewing.

June	New Licenses	17	\$ 963.50
	Renewed Licenses	190	\$ 9,801.00
	Penalties		<u>\$ 239.67</u>
	Grand Total	207	\$11,004.17

Respectfully submitted

Darnelle Larremore

Division Manager
City Clerk/Tax Division

:dl



City of Hattiesburg, MS

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

Master

File Number: 2018-811

File ID: 2018-811

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/24/2018

Brief Title: Acknowledging audit of the Pine Belt Regional Solid Waste Management Authority, for the 2018 and 2017 fiscal years ending.

Final Action:

Minute Book Number: MB 2018-247

Title:

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2018 and 2017, from TMH CPA & Consulting Firm.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: 2017-2018 PBRSWMA-Audit

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-811

Title

Acknowledge receipt of the audit for Pine Belt Regional Solid Waste Management Authority for the fiscal years ending June 30, 2018 and 2017, from TMH CPA & Consulting Firm.

Summary

Acknowledging audit of the Pine Belt Regional Solid Waste Management Authority, for the 2018 and 2017 fiscal years ending.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



CPA & Consulting Firm

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2018 and 2017



PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of Pine Belt Regional Solid Waste Management Authority (the Authority), as of and for the years ended June 30, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Authority's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.



HATTIESBURG

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P. O. Box 1842
Gulfport, MS 39502-1842

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2018 and 2017, and the respective changes in financial position and cash flows thereof, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of the Authority's proportionate share of the net pension liability – last 10 fiscal years and the schedule of Authority contributions – last 10 fiscal years on pages 29 and 30 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The combining fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2018, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Hattiesburg, Mississippi
September 17, 2018

EXHIBIT A

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents, unrestricted	\$ 5,057,302	\$ 4,191,687
Accounts receivable	740,399	671,777
Grant receivable - waste tire	65,723	57,926
Prepaid insurance	25,816	26,418
Total current assets	5,889,240	4,947,808
CAPITAL ASSETS		
Capital assets not being depreciated	5,894,707	3,757,965
Capital assets being depreciated	15,293,019	15,293,019
Less: Accumulated depreciation	(12,705,272)	(12,012,809)
Total capital assets being depreciated, net	2,587,747	3,280,210
Total capital assets, net	8,482,454	7,038,175
NON-CURRENT ASSETS		
Cash and cash equivalents, restricted	4,698,622	6,871,494
Other deposits	65	65
Total non-current assets	4,698,687	6,871,559
Total assets	19,070,381	18,857,542
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pensions	26,823	70,183
Total deferred outflows of resources	26,823	70,183

See accompanying notes to financial statements.

EXHIBIT A
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable	\$ 582,908	\$ 909,019
Host county fees payable	218,538	226,852
State disposal fees payable	259,977	251,556
Bonds payable, due within one year	620,000	595,000
Total current liabilities	<u>1,681,423</u>	<u>1,982,427</u>
NON-CURRENT LIABILITIES		
Accrued liability - closure/post-closure care	3,624,989	3,190,673
Net pension liability	332,468	357,250
Bonds payable, due after one year	<u>5,120,001</u>	<u>5,740,001</u>
Total non-current liabilities	<u>9,077,458</u>	<u>9,287,924</u>
Total liabilities	<u>10,758,881</u>	<u>11,270,351</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	<u>6,454</u>	<u>676</u>
Total deferred inflows of resources	<u>6,454</u>	<u>676</u>
NET POSITION		
Net investment in capital assets	2,742,453	703,174
Restricted for:		
Closure/post-closure care	80,748	310,623
Construction	992,885	3,370,198
Unrestricted	<u>4,515,783</u>	<u>3,272,703</u>
Total net position	<u>\$ 8,331,869</u>	<u>\$ 7,656,698</u>

See accompanying notes to financial statements.

EXHIBIT B

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
OPERATING REVENUES		
Disposal fees	\$ 6,140,614	\$ 6,791,371
Waste tire grant	29,965	24,250
Other revenue	606	252
Total operating revenues	<u>6,171,185</u>	<u>6,815,873</u>
OPERATING EXPENSES		
Closure/post-closure care costs	439,647	120,278
Depreciation and amortization	692,463	806,522
Dues and subscriptions	1,770	1,256
Employee training	-	2,059
Host county fee	218,538	226,852
Insurance	43,670	44,745
Leachate fees	32,354	27,277
Miscellaneous	1,234	197
Office supplies	6,912	6,870
Operating fee - landfill	2,300,426	2,444,157
Other fees	283	80
Payroll taxes	8,592	8,608
Pension expense	42,623	56,239
Postage	1,080	1,113
Professional fees	8,488	39,120
Public notices	2,470	2,575
Repairs and maintenance	39,206	40,928
Salaries	115,984	116,179
State disposal fees	165,544	171,445
Telephone	2,921	3,093
Testing costs	17,789	21,345
Transfer haul fees	1,281,826	1,362,897
Travel	10,480	10,341
Vehicle expense	2,701	3,339
Total operating expenses	<u>5,437,001</u>	<u>5,517,515</u>

See accompanying notes to financial statements.

EXHIBIT B
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
OPERATING INCOME	<u>\$ 734,184</u>	<u>\$ 1,298,358</u>
NON-OPERATING REVENUES (EXPENSES)		
Interest earned	78,854	52,969
Interest expense	(136,367)	(142,750)
Investment trustee fees	<u>(1,500)</u>	<u>(1,500)</u>
Total non-operating revenues (expenses)	<u>(59,013)</u>	<u>(91,281)</u>
CHANGE IN NET POSITION	<u>675,171</u>	<u>1,207,077</u>
NET POSITION, Beginning	<u>7,656,698</u>	<u>6,449,621</u>
NET POSITION, Ending	<u><u>\$ 8,331,869</u></u>	<u><u>\$ 7,656,698</u></u>

See accompanying notes to financial statements.

EXHIBIT C

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	\$ 6,071,993	\$ 6,756,374
Payments to suppliers	(4,468,425)	(3,816,366)
Payments to employees	(142,843)	(143,085)
Other receipts	22,773	7,402
Net cash provided by operating activities	<u>1,483,498</u>	<u>2,804,325</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments	(595,000)	(570,000)
Interest payments on debt	(136,367)	(142,750)
Bond issuance costs and fiscal fees	(1,500)	(1,500)
Net cash used by financing activities	<u>(732,867)</u>	<u>(714,250)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earnings	78,854	52,969
Purchase and construction of capital assets	(2,136,742)	(1,311,012)
Net cash used by investing activities	<u>(2,057,888)</u>	<u>(1,258,043)</u>
NET INCREASE (DECREASE) IN CASH	(1,307,257)	832,032
CASH BALANCES:		
Beginning of fiscal year	<u>11,063,181</u>	<u>10,231,149</u>
End of fiscal year	<u>\$ 9,755,924</u>	<u>\$ 11,063,181</u>
Displayed on the Statement of Net Position (Exhibit A) as:		
Cash and cash equivalents, unrestricted	\$ 5,057,302	\$ 4,191,687
Cash and cash equivalents, restricted	<u>4,698,622</u>	<u>6,871,494</u>
Total cash balances	<u>\$ 9,755,924</u>	<u>\$ 11,063,181</u>

See accompanying notes to financial statements.

EXHIBIT C
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
YEARS ENDED JUNE 30, 2018 AND 2017**

	June 30,	
	2018	2017
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 734,184	\$ 1,298,358
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	692,463	806,522
(Increase) decrease in:		
Accounts receivable	(68,622)	(34,997)
Grant receivable - waste tire	(7,797)	(17,102)
Prepaid insurance	602	(54)
Deferred outflows	43,360	213
Increase (decrease) in:		
Accounts payable	(326,111)	577,259
Host county fees payable	(8,314)	6,460
State disposal fees payable	8,421	14,721
Accrued liability - closure/post-closure care	434,316	115,217
Net pension liability	(24,782)	48,090
Deferred inflows	5,778	(10,362)
Net cash provided by operating activities	<u>\$ 1,483,498</u>	<u>\$ 2,804,325</u>

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity - The Pine Belt Regional Solid Waste Management Authority (Authority) is a public body constituting a political subdivision of the State of Mississippi for the purpose of owning and operating an integrated regional solid waste management and disposal facility. The Authority was incorporated on May 15, 1992, according to Mississippi Code Annotated Section 17-17-309 (Supp. 1992), by the Board of Supervisors of each participating county and the Mayor and governing body of each participating municipality. The Authority is governed by an appointed fourteen member Board of Commissioners. The Board represents the following governing bodies:

1. City of Hattiesburg
2. City of Laurel
3. City of Petal
4. Covington County
5. Jones County
6. Perry County
7. Stone County
8. Jefferson Davis County
9. Greene County

Basis of Presentation - The Authority's basic financial statements consist of proprietary fund statements, including a statement of net position and a statement of revenues, expenses, and changes in fund net position.

Enterprise Fund Statements - The statement of net position and the statement of revenues, expenses, and changes in fund net position display information concerning the Authority as a whole. These statements include the financial activities of the overall government. These activities are financed by fees charged to external parties and income generated by investments.

Measurement Focus, Basis of Accounting

Proprietary Financial Statements - The proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Revenue from grants is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The revenues and expenses of proprietary funds are classified as operating or non-operating. Operating revenues and expenses generally result from providing services in connections with a proprietary fund's primary operations. All other revenues and expenses are reported as non-operating.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

All activities and funds of the Authority follow Accounting Principles Board Opinions, Accounting Research Bulletins, and GASB pronouncements.

Budgets and Budgetary Accounting - For the years ended June 30, 2018 and 2017, the Authority adopted a revenue and expense budget to be used as a management tool that assists its users in analyzing financial activity for each fiscal year.

Deposits and Investments - All excess cash balances are invested by the Authority in financial institutions selected by the Board in accordance with state statutes for the purpose of increasing earnings through investment activities.

Cash consists primarily of amounts on deposit with financial institutions in interest bearing accounts. Cash, other deposits, and investments are reported at fair value at June 30, 2018 and 2017.

The Authority's deposit accounts held at various financial institutions are all collateralized through the State of Mississippi pooled collateralization account. All deposits with financial institutions insured by the Federal Deposit Insurance Corporation (FDIC) must be collateralized in an amount equal to 105% of the uninsured amount.

Cash and Cash Equivalents - For purposes of the statement of cash flows, all highly liquid investments with original maturities of one year or less when purchased are considered to be cash equivalents.

Accounts Receivable - All receivables are shown at their net realizable value. Management expects to collect the entire amounts due and therefore has not established an allowance for uncollectible accounts.

Capital Assets - Purchased or constructed capital assets are reported at cost. Donated capital assets are recorded at their estimated fair value at the date of donation. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation is removed from the accounts and any gain or loss is included in the results of operations.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings and improvements	5 - 31.5 years
Equipment	3 - 20 years

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Landfill cells are depreciated based on annual calculations of estimated remaining life based on available air space and compaction obtained during the year. The rubbish site is depreciated based on the amount of tonnage received throughout the year.

Amortization - The cost of engineering, consultants, surveys, and legal services associated with the organization of the regional solid waste management authority and disposal facility is being amortized over twenty years using the straight-line method. Organizational costs were fully amortized at June 30, 2017. Amortization expense was \$-0- and \$71,945 for fiscal years ended June 30, 2018 and 2017, respectively.

Deferred Outflows of Resources - In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense) until then.

Deferred Outflows Related to Pensions - This amount represents the Authority's proportionate share of the deferred outflows of resources reported by the pension plan in which the Authority participates. See Note 6 for additional details.

Deferred Inflows of Resources - In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred Inflows Related to Pensions - This amount represents the Authority's proportionate share of the deferred inflows of resources reported by the pension plan in which the Authority participates. See Note 6 for additional details.

Pensions - For purposes of measuring the net pension liability, deferred outflows of resources related to pensions, deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Public Employees' Retirement Systems of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE FOUR YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Net Position - Unrestricted net position represents the amounts available for future operations or distribution. Restrictions of net positions represent amounts that are not appropriable for current operations or are legally segregated for a specific purpose. It is the Authority's policy to first apply restricted resources then unrestricted resources when an expense is incurred for purposes where both restricted and unrestricted net positions are available. The following is a description of the net position restrictions used by the Authority:

Restricted for Closure/Post-closure Care - An amount that represents the net position for the trust reserves which are legally restricted for the payment of closure and post-closure care costs that would be incurred if the landfill was closed.

Restricted for Construction - An amount that represents the net position for construction projects which are legally restricted for the payment of construction costs.

Net investment in capital assets - An amount that represents the net position for capital assets less accumulated depreciation net of any related debt financing transactions used to acquire the assets or collateralize the liability.

Internal Activity - Quasi-external transactions are accounted for as revenues or expenses. Transactions that constitute reimbursements to a fund from which expenses were initially made that are properly applicable to another fund are recorded as expenses in the fund that is reimbursed. Outstanding reimbursements are recorded as due to or from other funds.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers.

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Reclassifications - Certain amounts for the year ended June 30, 2017 have been reclassified in these comparative financial statements to conform to their 2018 classification. These reclassifications had no effect on change in net position.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 2 - CASH AND INVESTMENTS

A summary of cash and trust account balances at June 30, 2018 is as follows:

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
Unrestricted:				
Petty cash	\$ 303	\$ -	\$ -	\$ 303
Undesignated	1,227,328	140,624	91,747	1,459,699
Designated for future construction	3,468,438	-	-	3,468,438
Designated for debt service	128,862	-	-	128,862
Total unrestricted	<u>4,824,931</u>	<u>140,624</u>	<u>91,747</u>	<u>5,057,302</u>
Restricted:				
Closure/post-closure care	3,636,851	-	68,886	3,705,737
Bond construction fund	992,885	-	-	992,885
Total restricted	<u>4,629,736</u>	<u>-</u>	<u>68,886</u>	<u>4,698,622</u>
Total	<u>\$ 9,454,667</u>	<u>\$ 140,624</u>	<u>\$ 160,633</u>	<u>\$ 9,755,924</u>

A summary of cash and trust account balances at June 30, 2017 is as follows:

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
Unrestricted:				
Petty cash	\$ 303	\$ -	\$ -	\$ 303
Undesignated	1,201,938	119,771	103,961	1,425,670
Designated for future construction	2,637,380	-	-	2,637,380
Designated for debt service	128,334	-	-	128,334
Total unrestricted	<u>3,967,955</u>	<u>119,771</u>	<u>103,961</u>	<u>4,191,687</u>
Restricted:				
Closure/post-closure care	3,432,410	-	68,886	3,501,296
Bond construction fund	3,370,198	-	-	3,370,198
Total restricted	<u>6,802,608</u>	<u>-</u>	<u>68,886</u>	<u>6,871,494</u>
Total	<u>\$ 10,770,563</u>	<u>\$ 119,771</u>	<u>\$ 172,847</u>	<u>\$ 11,063,181</u>

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 2 - CASH AND INVESTMENTS (Cont.)

Restricted cash consists of funds held for estimated closure and post-closure care as required by State and Federal laws and regulations and bond proceeds for construction projects.

At June 30, 2018, the carrying amount of the Authority's deposits was \$9,755,924 and the bank balance was \$10,081,171. The bank balance is categorized as follows:

Amount collateralized with securities held in the State of Mississippi collateral pool on behalf of the Authority	\$ 5,463,480
Amount covered by FDIC	3,874,806
Uncollateralized	<u>742,885</u>
Total	<u>\$ 10,081,171</u>

Custodial Credit Risk - Deposits - Custodial credit risk is the risk that in the event of the failure of a financial institution, the Authority will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Authority does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the Authority. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the Authority.

Restricted funds are held in trust accounts for closure/post-closure costs and the bond construction fund. The closure/post-closure money market funds are not eligible for the State Pooled Collateral Account. The bond construction fund is insured up to the FDIC limit but is not eligible for the State Pooled Collateral Account.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE SEVEN YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 3 - CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2018 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	\$ -	\$ 260,441
Construction in progress	3,497,524	2,136,742	-	5,634,266
Total capital assets not being depreciated	<u>3,757,965</u>	<u>2,136,742</u>	<u>-</u>	<u>5,894,707</u>
Capital assets being depreciated:				
Buildings and improvements	5,982,448	-	-	5,982,448
Landfill cells	9,158,951	-	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	107,195	-	-	107,195
Total capital assets being depreciated	<u>15,293,019</u>	<u>-</u>	<u>-</u>	<u>15,293,019</u>
Less accumulated depreciation for:				
Buildings and improvements	3,592,548	165,726	-	3,758,274
Landfill cells	8,295,511	521,464	-	8,816,975
Rubbish site	32,282	-	-	32,282
Equipment	92,468	5,273	-	97,741
Total accumulated depreciation	<u>12,012,809</u>	<u>692,463</u>	<u>-</u>	<u>12,705,272</u>
Total capital assets being depreciated, net	<u>3,280,210</u>	<u>(692,463)</u>	<u>-</u>	<u>2,587,747</u>
Total capital assets, net	<u>\$ 7,038,175</u>	<u>\$ 1,444,279</u>	<u>\$ -</u>	<u>\$ 8,482,454</u>

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS PAGE EIGHT YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 3 - CAPITAL ASSETS (Cont.)

Capital asset activity for the year ended June 30, 2017 was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Capital assets not being depreciated:				
Land	\$ 260,441	\$ -	-	\$ 260,441
Construction in progress	2,186,512	1,311,012	-	3,497,524
Total capital assets not being depreciated	2,446,953	1,311,012	-	3,757,965
Capital assets being depreciated:				
Buildings and improvements	5,982,448	-	-	5,982,448
Landfill cells	9,158,951	-	-	9,158,951
Rubbish site	44,425	-	-	44,425
Equipment	107,195	-	-	107,195
Total capital assets being depreciated	15,293,019	-	-	15,293,019
Less accumulated depreciation for:				
Buildings and improvements	3,384,058	208,490	-	3,592,548
Landfill cells	7,794,666	500,845	-	8,295,511
Rubbish site	14,457	17,825	-	32,282
Equipment	85,051	7,417	-	92,468
Total accumulated depreciation	11,278,232	734,577	-	12,012,809
Total capital assets being depreciated, net	4,014,787	(734,577)	-	3,280,210
Total capital assets, net	\$ 6,461,740	\$ 576,435	\$ -	\$ 7,038,175

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE NINE

YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 3 - CAPITAL ASSETS (Cont.)

The Authority owns a rubbish site which is located at the landfill. During fiscal year 2018, the site was not operational due to current market conditions. The Authority elected not to depreciate the related assets and therefore has not taken depreciation for fiscal year 2018. In fiscal year 2017, the rubbish site was operated for three months to account for rubbish related to a tornado that affected member counties. The Authority depreciated the related assets for the three months the rubbish site was in operation. The book value of the rubbish site is \$12,143 for both years ended June 30, 2018 and 2017, and is included in capital assets.

NOTE 4 - ACCOUNTS PAYABLE

Accounts payable consisted of the following:

	June 30,	
	2018	2017
Landfill operator	\$ 284,609	\$ 300,466
Construction contracts	249,387	-
Other payables	48,912	608,553
Total accounts payable	\$ 582,908	\$ 909,019

NOTE 5 - LONG-TERM DEBT

On September 17, 2015, the Authority issued Series 2015 revenue bonds for the purposes of repaying outstanding debt and construction. The Series 2015 Revenue Bonds were dated September 17, 2015 with interest payable on July 1, and January 1 of every year beginning January 1, 2016 at a variable rate ranging from 0.99% to 2.97%. The interest rates were 1.42% and 1.12% for 2018 and 2017, respectively.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 5 - LONG-TERM DEBT (Cont.)

Changes in long-term debt for the year ended June 30, 2018 are as follows:

	<u>Balance 6/30/17</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/18</u>	<u>Due within one year</u>
Bonds Payable:					
Series 2015 revenue bonds, maturing 2033; variable rate, 1.42% for 2018	\$ 6,335,001	\$ -	\$ 595,000	\$ 5,740,001	\$ 620,000
Total long-term debt	<u>\$ 6,335,001</u>	<u>\$ -</u>	<u>\$ 595,000</u>	<u>\$ 5,740,001</u>	<u>\$ 620,000</u>

Changes in long-term debt for the year ended June 30, 2017 are as follows:

	<u>Balance 6/30/16</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance 6/30/17</u>	<u>Due within one year</u>
Bonds Payable:					
Series 2015 revenue bonds, maturing 2033; variable rate, 1.12% for 2017	\$ 6,905,001	\$ -	\$ 570,000	\$ 6,335,001	\$ 595,000
Total long-term debt	<u>\$ 6,905,001</u>	<u>\$ -</u>	<u>\$ 570,000</u>	<u>\$ 6,335,001</u>	<u>\$ 595,000</u>

Debt service requirements on long-term debt at June 30, 2018 are as follows:

<u>Year of Maturity</u>	<u>Bonds Payable</u>	
	<u>Principal Amount</u>	<u>Interest Amount</u>
2019	\$ 620,000	\$ 122,989
2020	645,000	112,481
2021	670,000	100,704
2022	695,000	87,452
2023	725,000	72,604
2024-2028	1,080,000	260,238
2029-2033	1,305,001	98,848
Total	<u>\$ 5,740,001</u>	<u>\$ 855,316</u>

Interest expense relating to the promissory notes was \$136,367 and \$142,750 for the years ended June 30, 2018 and 2017, respectively.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

NOTES TO FINANCIAL STATEMENTS

PAGE ELEVEN

YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 6 - DEFINED BENEFIT PENSION PLAN

General Information about the Pension Plan

Plan Description - Pine Belt Regional Solid Waste Management Authority contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employees' Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling 1-800-444-PERS.

Benefits Provided - Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE TWELVE
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 6 - DEFINED BENEFIT PENSION PLAN (Cont.)

Contributions - At June 30, 2018, PERS members were required to contribute 9.00% of their annual covered salary, and the Authority is required to contribute at an actuarially determined rate. The employer's rate at June 30, 2018 was 15.75% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. The Authority's contributions (employer share only) to PERS for the years ending June 30, 2018, 2017, and 2016 were \$18,267, \$18,298, and \$20,916, respectively, equal to the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2018 and 2017, the Authority reported a liability of \$332,468 and \$357,250, respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The Authority's proportionate share used to calculate the June 30, 2018 net pension liability was .002% which was based on a measurement date of June 30, 2017. There was no change from its proportionate share used to calculate the June 30, 2017 net pension liability, which was based on a measurement date of June 30, 2016.

For the years ended June 30, 2018 and 2017, the Authority recognized pension expense of \$42,623 and \$56,239, respectively. At June 30, 2018, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

(See Table on Next Page)

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 6 - DEFINED BENEFIT PENSION PLAN (Cont.)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 3,359	\$ 1,706
Net difference between projected and actual earnings on pension plan investments	-	3,415
Changes of assumptions	5,197	399
Changes in the proportion and differences between the Authority's contributions and proportionate share of contributions	-	934
Authority contributions subsequent to the measurement date	18,267	-
Total	\$ 26,823	\$ 6,454

\$18,267 reported as deferred outflows of resources related to pensions resulting from Authority contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Deferred Outflows of Resources	Deferred Inflows of Resources
2019	\$ 3,611	\$ 2,019
2020	3,611	2,019
2021	1,334	1,460
2022	-	956
	\$ 8,556	\$ 6,454

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 6 - DEFINED BENEFIT PENSION PLAN (Cont.)

Actuarial Assumptions - The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods in the measurement:

Inflation	3.00%
Salary increases	3.25% - 18.50%, including inflation
Investment rate of return	7.75% net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2022, with male rates set forward one year.

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period July 1, 2012 to June 30, 2016. The experience report is dated April 18, 2017.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2017, are summarized in the following table:

(See Table on Next Page)

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE FIFTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 6 - DEFINED BENEFIT PENSION PLAN (Cont.)

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
U.S. Broad	27.00%	4.60%
International Equity	18.00	4.50
Emerging Markets Equity	4.00	4.75
Global	12.00	4.75
Fixed Income	18.00	0.75
Real Assets	10.00	3.50
Private Equity	8.00	5.10
Emerging Debt	2.00	2.25
Cash	1.00	0.00
Total	100.00%	

Discount rate - The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity to the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	<u>1% Decrease 6.75%</u>	<u>Discount Rate 7.75%</u>	<u>1% Increase 8.75%</u>
Authority's proportionate share of the net pension liability	\$ 436,054	\$ 332,468	\$ 246,469

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SIXTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 6 - DEFINED BENEFIT PENSION PLAN (Cont.)

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

NOTE 7 - CLOSURE AND POST-CLOSURE CARE COSTS

State and federal laws and regulations require the Authority to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Authority reports a portion of these closure and post-closure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date.

As of June 30, 2018 and 2017, the Authority has accrued \$3,624,989 and \$3,190,673, respectively, for closure and post-closure care costs for both the landfill and rubbish sites. These amounts are included in restricted cash and cash equivalents on the statement of net position. Amounts are estimated based on what it would cost to perform all closure and post-closure care in 2018 and 2017, respectively. Actual costs may be higher due to inflation, change in technology, or changes in regulations.

A reconciliation of current year costs related to closure and post-closure is as follows:

	June 30,	
	2018	2017
Actual cash transfers to trust fund	\$ 157,267	\$ 189,246
Adjustment of liability for operating fund	277,049	(74,029)
Fees	5,331	5,061
Total expense per Exhibit B	\$ 439,647	\$ 120,278

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVENTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 7 - CLOSURE AND POST-CLOSURE CARE COSTS (Cont.)

The Authority is required by state and federal laws and regulations to make annual contributions to a trust to finance closure and post-closure care for the landfill. The Authority is in compliance with these requirements, and at June 30, 2018 and 2017, amounts of \$3,705,829 and \$3,501,388 are held in trust for these purposes. Although not currently required by state or federal laws and regulations, management has designated \$68,886 at both June 30, 2018 and 2017, for closure costs related to the rubbish site which is included in the trust amounts above. These funds are reported as restricted cash and cash equivalents on the statement of net position. The Authority expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs will need to be covered by the Authority.

The Authority is currently operating under a long-term Regional Solid Waste Master Plan. This Plan allows for the construction and use of Cells 1-9. The remaining life at June 30, 2018 is estimated to be 23.5 years including cells currently under construction. The percentage of constructed landfill capacity used to date is 71.2% at June 30, 2018.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Substantially all of the Authority's facilities are subject to federal, state and local provisions regulating the discharge of materials into the environment. Compliance with these provisions has not had, nor does the Authority expect such compliance to have, any material effect upon capital purchases, net income or financial condition of the Authority, as all related expenses are appropriately accounted for in the budgeting process. Management believes that its current practices and procedures for the control and disposition of such waste comply with applicable federal and state requirements.

The Authority added \$2,136,742 and \$1,311,012 for Phase II construction cost for fiscal years ended June 30, 2018 and 2017, respectively, which was also reported on the Statement of Net Position in Capital Assets Not Being Depreciated. Additional costs are expected to be incurred over the next several years.

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PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHTEEN
YEARS ENDED JUNE 30, 2018 AND 2017**

NOTE 9 - RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the years ended June 30, 2018 and 2017, the Authority carried insurance through a commercial carrier to cover risks of losses. The Authority has had no settled claims resulting from these risks that exceeded its commercial coverage in any of the past three fiscal years.

NOTE 10 - EFFECT OF DEFERRED AMOUNTS ON NET POSITION

The unrestricted net position amount of \$4,515,783 includes the effect of deferring the recognition of expenses resulting from the cost-sharing pension plan deferred outflows. The \$20,369 net balance of the deferred inflows and outflows of resources at June 30, 2018 will be recognized as expense and decrease unrestricted net position over the next four years.

NOTE 11 - SUBSEQUENT EVENTS

In connection with the preparation of the financial statements, management of the Authority has evaluated subsequent events through September 17, 2018, which is the date the financial statements were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE 1

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
LAST 10 FISCAL YEARS*
YEAR ENDED JUNE 30, 2018**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Authority's proportion of the net pension liability (asset)	0.002%	0.002%	0.002%	0.002%
Authority's proportionate share of the net pension liability (asset)	\$ 332,468	\$ 357,250	\$ 309,160	\$ 242,763
Authority's covered payroll	\$ 115,984	\$ 116,179	\$ 132,801	\$ 111,234
Authority's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	286.65%	307.50%	232.80%	218.25%
Plan fiduciary net position as a percentage of the total pension liability	61.49%	57.47%	61.70%	67.21%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30th prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year end June 30, 2016, and, until a full 10 year trend is compiled, the Authority has only presented information for the years in which information is available.

The accompanying notes to the required supplemental information are an integral part of this schedule.

SCHEDULE 2

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**SCHEDULE OF AUTHORITY CONTRIBUTIONS
LAST 10 FISCAL YEARS*
YEAR ENDED JUNE 30, 2018**

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Contractually required contribution	\$ 18,267	\$ 18,298	\$ 20,916
Contributions in relation to the contractually required contribution	<u>18,267</u>	<u>18,298</u>	<u>20,916</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Authority's covered payroll	\$ 115,984	\$ 116,179	\$ 132,801
Contributions as a percentage of covered payroll	15.75%	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended June 30, 2016, and, until a full 10 year trend is compiled, the Authority has only presented information for the years in which information is available.

The accompanying notes to the required supplemental information are an integral part of this schedule.

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2018**

NOTE 1 - PENSION SCHEDULES

Changes of Assumptions

2015

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives. The wage inflation assumption was reduced from 3.75% to 3.25%. Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience. The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

Changes in Benefit Provisions

2016

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

SUPPLEMENTARY INFORMATION

SCHEDULE 3

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents, unrestricted	\$ 4,824,931	\$ 140,624	\$ 91,747	\$ 5,057,302
Accounts receivable	740,399	-	-	740,399
Grant receivable - waste tire	-	65,723	-	65,723
Prepaid insurance	25,816	-	-	25,816
Total current assets	5,591,146	206,347	91,747	5,889,240
CAPITAL ASSETS				
Capital assets not being depreciated	5,894,707	-	-	5,894,707
Capital assets being depreciated	15,199,255	49,339	44,425	15,293,019
Less: Accumulated depreciation	(12,623,651)	(49,339)	(32,282)	(12,705,272)
Total capital assets being depreciated, net	2,575,604	-	12,143	2,587,747
Total capital assets, net	8,470,311	-	12,143	8,482,454
NON-CURRENT ASSETS				
Cash and cash equivalents, restricted	4,629,736	-	68,886	4,698,622
Other deposits	65	-	-	65
Total non-current assets	4,629,801	-	68,886	4,698,687
Total assets	18,691,258	206,347	172,776	19,070,381
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	26,823	-	-	26,823
Total deferred outflows of resources	26,823	-	-	26,823

See accompanying notes.

SCHEDULE 3
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable	\$ 570,179	\$ 12,729	\$ -	\$ 582,908
Host county fees payable	218,538	-	-	218,538
State disposal fees payable	247,531	-	12,446	259,977
Bonds payable, due within one year	620,000	-	-	620,000
Total current liabilities	1,656,248	12,729	12,446	1,681,423
NON-CURRENT LIABILITIES				
Accrued liability - closure/post-closure care	3,556,103	-	68,886	3,624,989
Net pension liability	332,468	-	-	332,468
Bonds payable, due after one year	5,120,001	-	-	5,120,001
Total non-current liabilities	9,008,572	-	68,886	9,077,458
Total liabilities	10,664,820	12,729	81,332	10,758,881
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	6,454	-	-	6,454
Total deferred inflows of resources	6,454	-	-	6,454
NET POSITION				
Net investment in capital assets	2,730,310	-	12,143	2,742,453
Restricted for:				
Closure/post-closure care	80,748	-	-	80,748
Construction	992,885	-	-	992,885
Unrestricted	4,242,864	193,618	79,301	4,515,783
Total net position	\$ 8,046,807	\$ 193,618	\$ 91,444	\$ 8,331,869

See accompanying notes.

SCHEDULE 4

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2018**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING REVENUES				
Disposal fees	\$ 6,140,614	\$ -	\$ -	\$ 6,140,614
Waste tire grant	-	29,965	-	29,965
Other revenue	606	-	-	606
Total operating revenues	<u>6,141,220</u>	<u>29,965</u>	<u>-</u>	<u>6,171,185</u>
OPERATING EXPENSES				
Closure/post-closure care costs	439,647	-	-	439,647
Depreciation	692,463	-	-	692,463
Dues and subscriptions	1,770	-	-	1,770
Host county fee	218,538	-	-	218,538
Insurance	43,670	-	-	43,670
Leachate fees	32,354	-	-	32,354
Miscellaneous	1,223	11	-	1,234
Office supplies	6,912	-	-	6,912
Operating fee - landfill	2,300,426	-	-	2,300,426
Other fees	283	-	-	283
Payroll taxes	8,592	-	-	8,592
Pension expense	42,623	-	-	42,623
Postage	1,080	-	-	1,080
Professional fees	8,488	-	-	8,488
Public notices	2,470	-	-	2,470
Repairs and maintenance	39,206	-	-	39,206
Salaries	115,984	-	-	115,984
State disposal fees	165,544	-	-	165,544
Telephone	2,921	-	-	2,921
Testing costs	17,789	-	-	17,789
Transfer haul fees	1,281,826	-	-	1,281,826
Travel	10,480	-	-	10,480
Vehicle expense	2,701	-	-	2,701
Total operating expenses	<u>5,436,990</u>	<u>11</u>	<u>-</u>	<u>5,437,001</u>

See accompanying notes.

SCHEDULE 4
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2018**

	<u>Operating Fund</u>	<u>Waste Tire Fund</u>	<u>Rubbish Fund</u>	<u>Total</u>
OPERATING INCOME	<u>\$ 704,230</u>	<u>\$ 29,954</u>	<u>\$ -</u>	<u>\$ 734,184</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	78,451	171	232	78,854
Interest expense	(136,367)	-	-	(136,367)
Investment trustee fees	(1,500)	-	-	(1,500)
Total non-operating revenues (expenses)	<u>(59,416)</u>	<u>171</u>	<u>232</u>	<u>(59,013)</u>
CHANGES IN NET POSITION	644,814	30,125	232	675,171
NET POSITION, Beginning	<u>7,401,993</u>	<u>163,493</u>	<u>91,212</u>	<u>7,656,698</u>
NET POSITION, Ending	<u>\$ 8,046,807</u>	<u>\$ 193,618</u>	<u>\$ 91,444</u>	<u>\$ 8,331,869</u>

See accompanying notes.

SCHEDULE 5

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

JUNE 30, 2017

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents, unrestricted	\$ 3,967,955	\$ 119,771	\$ 103,961	\$ 4,191,687
Accounts receivable	671,777	-	-	671,777
Grant receivable - waste tire	-	57,926	-	57,926
Prepaid insurance	26,418	-	-	26,418
Total current assets	<u>4,666,150</u>	<u>177,697</u>	<u>103,961</u>	<u>4,947,808</u>
CAPITAL ASSETS				
Capital assets not being depreciated	<u>3,757,965</u>	<u>-</u>	<u>-</u>	<u>3,757,965</u>
Capital assets being depreciated	15,199,255	49,339	44,425	15,293,019
Less: Accumulated depreciation	<u>(11,931,188)</u>	<u>(49,339)</u>	<u>(32,282)</u>	<u>(12,012,809)</u>
Total capital assets being depreciated, net	<u>3,268,067</u>	<u>-</u>	<u>12,143</u>	<u>3,280,210</u>
Total capital assets, net	<u>7,026,032</u>	<u>-</u>	<u>12,143</u>	<u>7,038,175</u>
NON-CURRENT ASSETS				
Cash and cash equivalents, restricted	6,802,608	-	68,886	6,871,494
Other deposits	65	-	-	65
Total non-current assets	<u>6,802,673</u>	<u>-</u>	<u>68,886</u>	<u>6,871,559</u>
Total assets	<u>18,494,855</u>	<u>177,697</u>	<u>184,990</u>	<u>18,857,542</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	<u>70,183</u>	<u>-</u>	<u>-</u>	<u>70,183</u>
Total deferred outflows of resources	<u>70,183</u>	<u>-</u>	<u>-</u>	<u>70,183</u>

See accompanying notes.

SCHEDULE 5
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2017**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable	\$ 894,815	\$ 14,204	\$ -	\$ 909,019
Host county fees payable	214,406	-	12,446	226,852
State disposal fees payable	239,110	-	12,446	251,556
Bonds payable, due within one year	595,000	-	-	595,000
Total current liabilities	<u>1,943,331</u>	<u>14,204</u>	<u>24,892</u>	<u>1,982,427</u>
NON-CURRENT LIABILITIES				
Accrued liability - closure/post-closure care	3,121,787	-	68,886	3,190,673
Net pension liability	357,250	-	-	357,250
Bonds payable, due after one year	5,740,001	-	-	5,740,001
Total non-current liabilities	<u>9,219,038</u>	<u>-</u>	<u>68,886</u>	<u>9,287,924</u>
Total liabilities	<u>11,162,369</u>	<u>14,204</u>	<u>93,778</u>	<u>11,270,351</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pensions	676	-	-	676
Total deferred inflows of resources	<u>676</u>	<u>-</u>	<u>-</u>	<u>676</u>
NET POSITION				
Net investment in capital assets	691,031	-	12,143	703,174
Restricted for:				
Closure/post-closure care	310,623	-	-	310,623
Construction	3,370,198	-	-	3,370,198
Unrestricted	3,030,141	163,493	79,069	3,272,703
Total net position	<u>\$ 7,401,993</u>	<u>\$ 163,493</u>	<u>\$ 91,212</u>	<u>\$ 7,656,698</u>

See accompanying notes.

SCHEDULE 6

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2017**

	Operating Fund	Waste Tire Fund	Rubbish Fund	Total
OPERATING REVENUES				
Disposal fees	\$ 5,836,456	\$ -	\$ 954,915	\$ 6,791,371
Waste tire grant	-	24,250	-	24,250
Other revenue	252	-	-	252
Total operating revenues	<u>5,836,708</u>	<u>24,250</u>	<u>954,915</u>	<u>6,815,873</u>
OPERATING EXPENSES				
Closure/post-closure care costs	82,081	-	38,197	120,278
Depreciation and amortization	786,554	2,143	17,825	806,522
Dues and subscriptions	1,256	-	-	1,256
Employee training	2,059	-	-	2,059
Host county fee	214,406	-	12,446	226,852
Insurance	44,745	-	-	44,745
Leachate fees	27,277	-	-	27,277
Miscellaneous	188	6	3	197
Office supplies	6,870	-	-	6,870
Operating fee - landfill	2,036,727	-	407,430	2,444,157
Other fees	80	-	-	80
Payroll taxes	8,608	-	-	8,608
Pension expense	56,239	-	-	56,239
Postage	1,113	-	-	1,113
Professional fees	39,120	-	-	39,120
Public notices	2,575	-	-	2,575
Repairs and maintenance	40,928	-	-	40,928
Salaries	116,179	-	-	116,179
State disposal fees	158,999	-	12,446	171,445
Telephone	3,093	-	-	3,093
Testing costs	21,345	-	-	21,345
Transfer haul fees	1,362,897	-	-	1,362,897
Travel	10,341	-	-	10,341
Vehicle expense	3,339	-	-	3,339
Total operating expenses	<u>5,027,019</u>	<u>2,149</u>	<u>488,347</u>	<u>5,517,515</u>

See accompanying notes.

SCHEDULE 6
PAGE TWO

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION
PROPRIETARY FUNDS**

YEAR ENDED JUNE 30, 2017

	<u>Operating Fund</u>	<u>Waste Tire Fund</u>	<u>Rubbish Fund</u>	<u>Total</u>
OPERATING INCOME	<u>\$ 809,689</u>	<u>\$ 22,101</u>	<u>\$ 466,568</u>	<u>\$ 1,298,358</u>
NON-OPERATING REVENUES (EXPENSES)				
Interest earned	52,495	167	307	52,969
Interest expense	(142,750)	-	-	(142,750)
Investment trustee fees	<u>(1,500)</u>	<u>-</u>	<u>-</u>	<u>(1,500)</u>
Total non-operating revenues (expenses)	<u>(91,755)</u>	<u>167</u>	<u>307</u>	<u>(91,281)</u>
Change in net position before transfers	717,934	22,268	466,875	1,207,077
INTERFUND TRANSFERS	<u>450,000</u>	<u>-</u>	<u>(450,000)</u>	<u>-</u>
CHANGES IN NET POSITION	<u>1,167,934</u>	<u>22,268</u>	<u>16,875</u>	<u>1,207,077</u>
NET POSITION, Beginning	<u>6,234,059</u>	<u>141,225</u>	<u>74,337</u>	<u>6,449,621</u>
NET POSITION, Ending	<u>\$ 7,401,993</u>	<u>\$ 163,493</u>	<u>\$ 91,212</u>	<u>\$ 7,656,698</u>

See accompanying notes.

OTHER REPORT



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority
Petal, Mississippi

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Pine Belt Regional Solid Waste Management Authority as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise Pine Belt Regional Solid Waste Management Authority's basic financial statements, and have issued our report thereon dated September 17, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Pine Belt Regional Solid Waste Management Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Pine Belt Regional Solid Waste Management Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

- 40 -



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-
1842

To the Board of Commissioners
Pine Belt Regional Solid Waste Management Authority

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pine Belt Regional Solid Waste Management Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hattiesburg, Mississippi
September 17, 2018

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2018-823

File ID: 2018-823

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Acknowledge receipt of Deed and Partial Release of Deed of Trust for Parcel PPIN 23166 for the 38th Avenue Sidewalk project.

Final Action:

Minute Book Number: MB 2018-247-248

Title:

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from 2 Square, LLC for a portion of Forrest County Tax Parcel No. 2-028L-07-155.00 (PPIN 23166) for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: 2 Square LLC - PPIN 23166 - Deed, 2 Square LLC - PPIN 23166 - Partial Release

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-823

Title

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from 2 Square, LLC for a portion of Forrest County Tax Parcel No. 2-028L-07-155.00 (PPIN 23166) for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Summary

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from 2 Square, LLC for a portion of Forrest County Tax Parcel No. 2-028L-07-155.00 (PPIN 23166) for the 38th Avenue Sidewalk project; Authorize attorney to record with Forrest County.

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 – 4540

Grantor Address:

2 SQUARE LLC
21 White Oaks Lane
Hattiesburg, MS 39402
Telephone: (601) 264 – 1730

DEED OF DEDICATION

INDEXING INSTRUCTIONS:

Part of Lots 9 through 11, Block 19 of the Pine Crest Second Survey, City of Hattiesburg, SW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **2 SQUARE LLC**, a Mississippi limited liability company, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 9 -11, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Initials: 

Forrest County Tax Parcel No. 2-028L-07-155.00

38th Avenue Project

Beginning at the Northwest Corner of Lot 9, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run South 88 degrees 45 minutes 09 seconds East for a distance of 12.55 feet; thence run South 00 degrees 16 minutes 36 seconds West for a distance of 149.95 feet; thence run North 88 degrees 45 minutes 09 seconds West for a distance of 12.46 feet to a point on said Eastern right-of-way of North 38th Avenue; thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 149.95 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,875 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

Ad valorem taxes for the property conveyed shall be pro-rated between Grantor and Grantee.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

 (Initial of Grantor or Grantor's designated representative)
 (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initials:

Forrest County Tax Parcel No. 2-028L-07-155.00

38th Avenue Project

WITNESS THE SIGNATURE of the undersigned as of the 9th day of August, 2018.

Grantor:
2 SQUARE LLC
a Mississippi limited liability company

Karen Ford
Karen Ford, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of August, 2018, within my jurisdiction, the within named **KAREN FORD**, who acknowledged that she is Manager of **2 SQUARE LLC**, a Manager-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Ariel Russell
(NOTARY PUBLIC)

My commission expires:



Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: mf

Forrest County Tax Parcel No. 2-028L-07-155.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 9 -11, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 9, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue; Thence run; South 88 degrees 45 minutes 09 seconds East for a distance of 12.55 feet; Thence run, South 00 degrees 16 minutes 36 seconds West for a distance of 149.95 feet; Thence run, North 88 degrees 45 minutes 09 seconds West for a distance of 12.46 feet to a point on said eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary; North 00 degrees 14 minutes 29 seconds East a distance of 149.95 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,875 square feet), more or less.

NOTES:

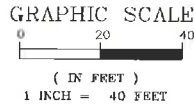
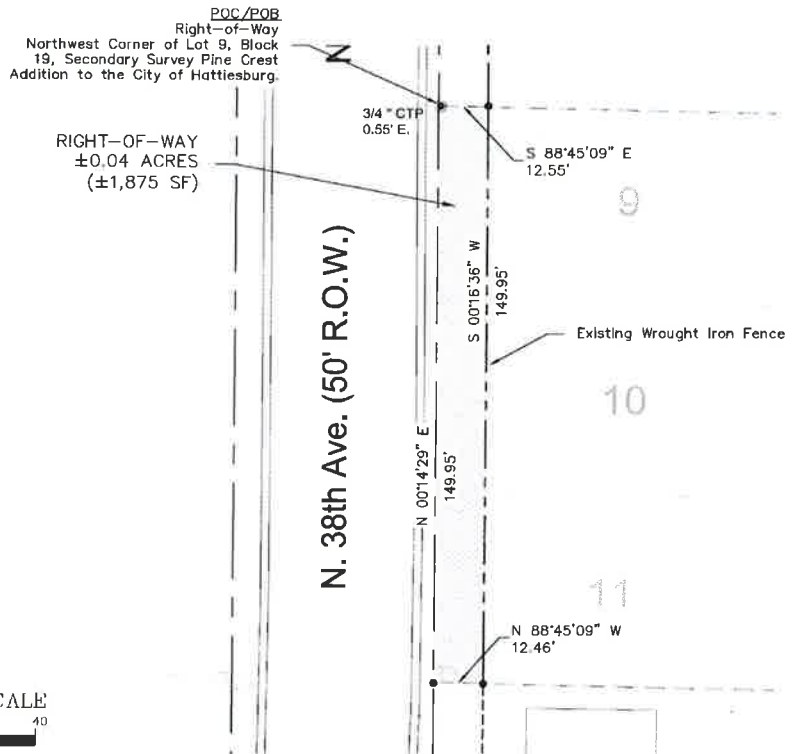
1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 1014, PG 136

LEGEND:

	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPF	FOUND METAL PIPE
IPF	FOUND IRON ROD
•	SET 1/2" IRON REBAR



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

2 SQUARE, LLC
PPIN: 23166

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: RTB

Forrest County Tax Parcel No. 2-028L-07-155.00

38th Avenue Project

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Arrington, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS: Part of Lots 9 through 11, Block 19 of the Pine Crest Second Survey, City of Hattiesburg,
SW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PARTIAL RELEASE OF DEED OF TRUST

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **COMMUNITY BANK**, the beneficiary in that certain Deed of Trust, executed by **2 SQUARE LLC, a Mississippi limited liability company**, in favor of **COMMUNITY BANK**, Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 2054 at Page 27

does hereby release from the lien of said Deed of Trust the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached) (Page 3)

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

As to the remainder of the property described in the said Deed of Trust, the lien is to remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

Initials: DM

WITNESS THE SIGNATURE of the undersigned, DAVID McCullen,
of **COMMUNITY BANK**, on this, the 31 day of July, A.D., 2018.

COMMUNITY BANK

BY: *Paul Miller*

PRINT: DAVID McCullen

TITLE: President

STATE OF MS
COUNTY OF Forrest

31st PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this
day of July, 2018, the within named David McCullen, who acknowledged that they are
President of **COMMUNITY BANK**, and that for and on behalf of said Bank, and as its act and deed they
executed the above and foregoing instrument, after first having been duly authorized so to do.

Kimberly A. Farlow
NOTARY PUBLIC

My Commission Expires:



Initials: DM

EXHIBIT "A"

A parcel of land being located in Lots 9 -11, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 9, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run South 88 degrees 45 minutes 09 seconds East for a distance of 12.55 feet; thence run South 00 degrees 16 minutes 36 seconds West for a distance of 149.95 feet; thence run North 88 degrees 45 minutes 09 seconds West for a distance of 12.46 feet to a point on said Eastern right-of-way of North 38th Avenue; thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 149.95 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,875 square feet), more or less.

Initials: _____

Page 3 of 4

Forrest County Tax Parcel No. 2-028L-07-155.00

38th Avenue Project

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 9 -11, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 9, Block 19 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue; Thence run; South 88 degrees 45 minutes 09 seconds East for a distance of 12.55 feet; Thence run, South 00 degrees 16 minutes 36 seconds West for a distance of 149.95 feet; Thence run, North 88 degrees 45 minutes 09 seconds West for a distance of 12.46 feet to a point on said eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary; North 00 degrees 14 minutes 29 seconds East a distance of 149.95 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,875 square feet), more or less.

NOTES:

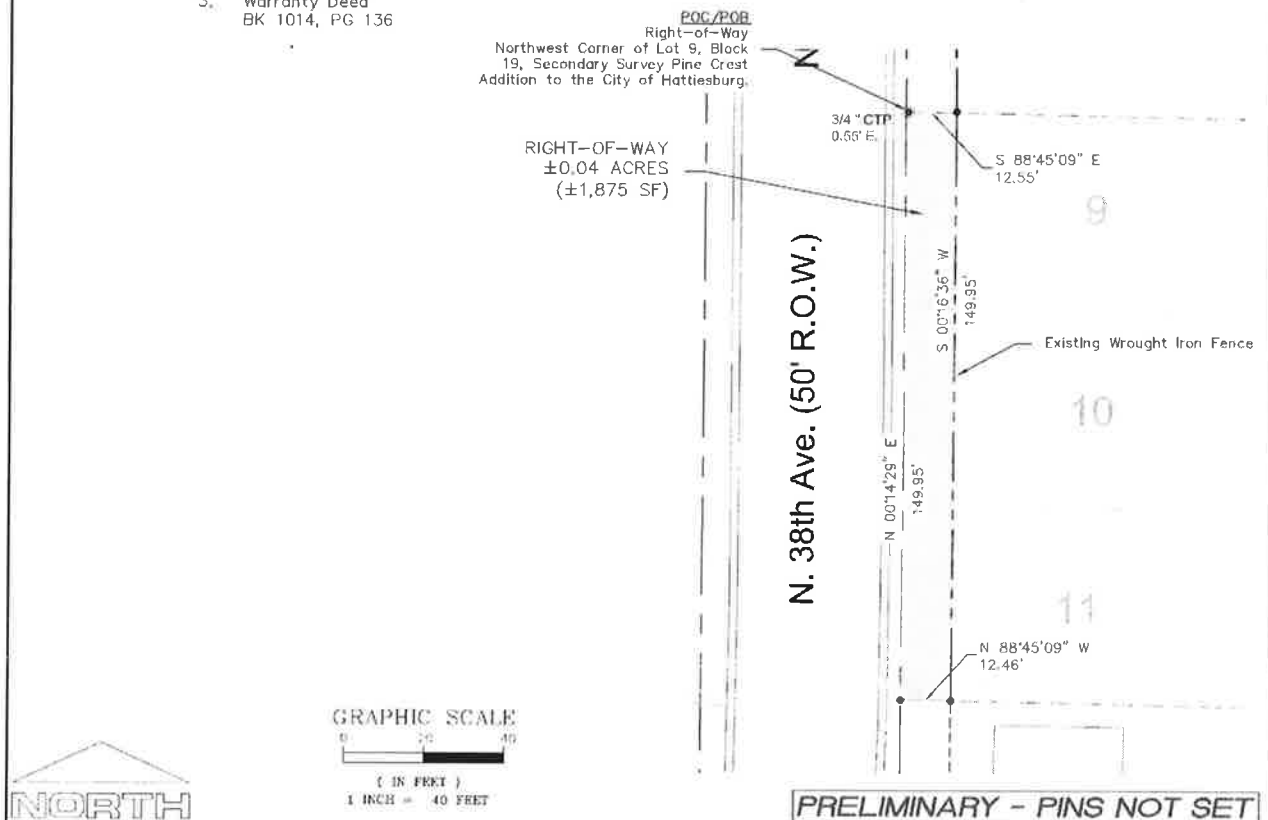
1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed
BK 1014, PG 136

LEGEND:

	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPF	FOUND METAL PIPE
IPF	FOUND IRON ROD
•	SET 1/2" IRON REBAR



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

2 SQUARE, LLC
PPIN: 23166

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-824

File ID: 2018-824

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Acknowledge receipt of Deeds and Partial Releases from McMahan Houses LLC for the 38th Avenue Sidewalk project.

Final Action:

Minute Book Number: MB 2018-248

Title:

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from McMahan Houses LLC for a portion of Forrest County Tax Parcels PPIN 23038 and 23107, and Deed of Dedication for a Portion of Forrest County Tax Parcel PPIN 23105, and PPIN 23106 for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: McMahan - PPIN 23038 - Deed, McMahan - PPIN 23038 - Partial Release, McMahan - PPIN 23105 - Deed, McMahan - PPIN 23106 - Deed, McMahan - PPIN 23107 - Deed, McMahan - PPIN 23107 - Partial Release

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-824

Title

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from

McMahan Houses LLC for a portion of Forrest County Tax Parcels PPIN 23038 and 23107, and Deed of Dedication for a Portion of Forrest County Tax Parcel PPIN 23105, and PPIN 23106 for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Summary

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust from McMahan Houses LLC for a portion of Forrest County Tax Parcels PPIN 23038 and 23107, and Deed of Dedication for a Portion of Forrest County Tax Parcel PPIN 23105, and PPIN 23106 for the 38th Avenue Sidewalk project; Authorize attorney to record with Forrest County.

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 – 4540

Grantor Address:

McMAHAN HOUSES LLC
100 North 33rd Avenue
Hattiesburg, MS 39401
Telephone: (601) 264 6464

DEED OF DEDICATION

INDEXING INSTRUCTIONS: Part of Lots 1 and 2, Block 5 of the Pine Crest Second Survey, City of Hattiesburg;
NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **McMAHAN HOUSES LLC**, a Mississippi limited liability company, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 1 and 2, Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County,

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-030.00

38th Avenue Project

Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Southwest Corner of Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 99.04 feet to a point on the North line of Lot 2; thence leaving said right-of-way run along the North line of said Lot 2 South 89 degrees 49 minutes 54 seconds East for a distance of 10.00 feet; thence run South 00 degrees 14 minutes 29 seconds West for a distance of 43.69 feet; thence run South 08 degrees 21 minutes 54 seconds East for a distance of 56.33 feet to a point on the Northern right-of-way of Mable Street; thence run along said right-of-way North 88 degrees 43 minutes 41 seconds West a distance of 18.43 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,226 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

LBM (Initial of Grantor or Grantor's designated representative)
____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-030.00

38th Avenue Project

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 12 day of Sept, 2018.

Grantor:
McMAHAN HOUSES LLC
a Mississippi limited liability company

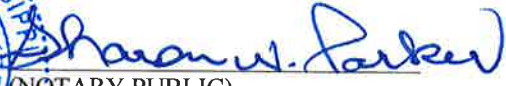

Larry McMahan, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of September, 2018, within my jurisdiction, the within named **Larry McMahan**, who acknowledged that he is Member of **McMahan Houses LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires: 4/29/22




(NOTARY PUBLIC)

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: LM

Forrest County Tax Parcel No. 2-028L-07-030.00

38th Avenue Project

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-030.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS: Part of Lots 1 and 2, Block 5 of the Pine Crest Second Survey, City of Hattiesburg;
NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PARTIAL RELEASE OF DEED OF TRUST AND ASSIGNMENT OF LEASES

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **BANCORPSOUTH BANK** the beneficiary in that certain Deed of Trust, executed by **LARRY B. McMAHAN**, in favor of **BANCORPSOUTH BANK** Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1473 at Page 719

and also, the Lender in that certain Deed of Trust, executed by **LARRY B. McMAHAN**, in favor of **BANCORPSOUTH BANK** Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1721 at Page 46

and also, the Lender in that certain Deed of Trust, executed by **LARRY B. McMAHAN**, in favor of **BANCORPSOUTH BANK** Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1920 at Page 509

does hereby release from the lien of said Deed of Trust the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 1 and 2, Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Southwest Corner of Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence

Initials: 

run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 99.04 feet to a point on the North line of Lot 2; thence leaving said right-of-way run along the North line of said Lot 2 South 89 degrees 49 minutes 54 seconds East for a distance of 10.00 feet; thence run South 00 degrees 14 minutes 29 seconds West for a distance of 43.69 feet; thence run South 08 degrees 21 minutes 54 seconds East for a distance of 56.33 feet to a point on the Northern right-of-way of Mable Street; thence run along said right-of-way North 88 degrees 43 minutes 41 seconds West a distance of 18.43 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,226 square feet), more or less.

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

As to the remainder of the property described in the said Deed of Trust, the lien is to remain in full force and effect.

WITNESS THE SIGNATURE of the undersigned, K. Joanni Brown,
Asst VP of BANCORPSOUTH BANK on this, the 13th day of September, A.D., 2018.

BANCORPSOUTH BANK

BY:

PRINT:

TITLE:

STATE OF

COUNTY OF

Mississippi
Forrest

13th day of September, 2018, the within named K. Joanni Brown, who acknowledged that he/she is Asst VP of BANCORPSOUTH BANK and that for and on behalf of said Bank, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:



Initials:

KJB

Page 2 of 3

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 1 and 2, Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Southwest Corner of Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 99.64 feet to a point on the North line of Lot 2; thence leaving said right-of-way run along the North line of said Lot 2 South 89 degrees 43 minutes 54 seconds East for a distance of 10.00 feet; thence run South 00 degrees 14 minutes 29 seconds West for a distance of 43.89 feet; thence run South 08 degrees 21 minutes 54 seconds East for a distance of 56.33 feet to a point on the Northern right-of-way of Mable Street; thence run along said right-of-way North 88 degrees 43 minutes 41 seconds West a distance of 18.43 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,126 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lots 1 and 2, Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Southwest Corner of Block 5 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Northern right-of-way of Mable Street, thence run along said right-of-way South 88 degrees 43 minutes 41 seconds East for a distance of 18.43 feet to and for the POINT OF BEGINNING; thence leaving said right-of-way run North 09 degrees 21 minutes 54 seconds West for a distance of 56.33 feet; thence run North 00 degrees 14 minutes 29 seconds East for a distance of 43.89 feet to a point on the North line of Lot 2; thence run South 89 degrees 43 minutes 54 seconds East for a distance of 10.00 feet; thence run along the North line of said Lot 2 South 00 degrees 14 minutes 29 seconds West for a distance of 43.10 feet; thence run South 08 degrees 21 minutes 54 seconds East for a distance of 57.09 feet to a point on the Northern right-of-way of said Mable Street; thence run along said right-of-way North 88 degrees 43 minutes 41 seconds West for a distance of 8.11 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (801 square feet), more or less.

- LEGEND:**
- RIGHT-OF-WAY
 - TEMP. CONSTRUCTION EASEMENT
 - BK BOOK
 - PG PAGE
 - CTP FOUND CRIMP-TOP PIPE
 - MPF FOUND METAL PIPE
 - IPF FOUND IRON PIPE
 - SET 4" IRON REBAR
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - UTILITY POLE
 - MONUMENT FOUND

NOTES:

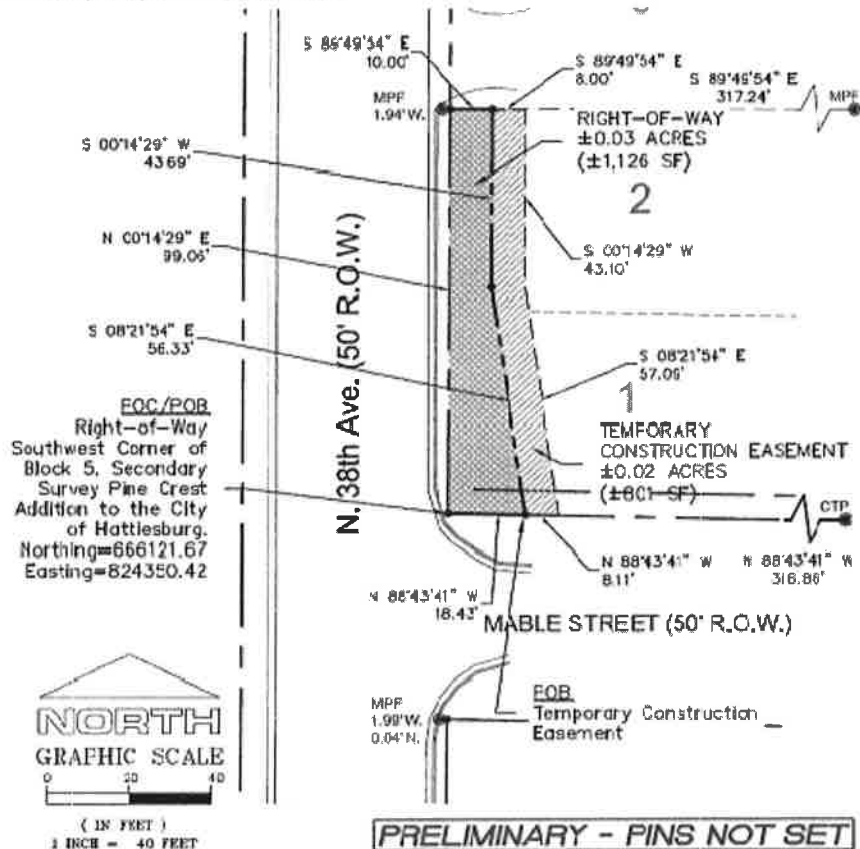
1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 2, 2017.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Special Warranty Deed BK 1243, PG 79

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.9997329
Convergence Angle: -0° 15' 58.65"
Reference Point: P.O.B.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

LARRY McMAHAN
PPIN: 23038

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: 9/28/2020 - RTB, Lyle's Verifying/1/26/2021-Surveying

Initials: *YAB*

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 – 4540

Grantor Address:

McMAHAN HOUSES LLC
100 North 33rd Avenue
Hattiesburg, MS 39401
Telephone: (601) 264-6464

DEED OF DEDICATION

INDEXING INSTRUCTIONS: Part of Lots 12 through 15, Block 10 of the Pine Crest Second Survey, City of Hattiesburg; NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **McMAHAN HOUSES LLC, a Mississippi limited liability company**, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 12 - 15, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County,

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-031.00

38th Avenue Project

Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 15, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Southern right-of-way of Mable Street, thence run along said right-of-way South 88 degrees 43 minutes 41 seconds East for a distance of 25.12 feet; thence leaving said right-of-way run South 19 degrees 18 minutes 02 seconds West for a distance of 45.28 feet; thence run South 00 degrees 10 minutes 48 seconds East for a distance of 156.71 feet to a point on the South line of Lot 12; thence run along the South line of Lot 12 North 88 degrees 39 minutes 55 seconds West for a distance of 11.48 feet to a point on the Eastern right-of-way of North 38th Avenue; thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 199.74 feet back to the POINT OF BEGINNING. Said parcel contains 0.06 acres (2,472 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

UBM (Initial of Grantor or Grantor's designated representative)
____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

Initials: UBM

Forrest County Tax Parcel No. 2-028L-07-031.00

38th Avenue Project

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 12 day of sept, 2018.

Grantor:
McMAHAN HOUSES LLC
a Mississippi limited liability company


Larry McMahan, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of September 2018, within my jurisdiction, the within named **Larry McMahan**, who acknowledged that he is Member of **McMahan Houses LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

4-29-22




(NOTARY PUBLIC)

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-031.00

38th Avenue Project

Initials: _____

Forrest County Tax Parcel No. 2-028L-07-031.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 12 - 15, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 15, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the southern right-of-way boundary of Mable Street, thence run along said southern right-of-way boundary South 88 degrees 43 minutes 41 seconds East for a distance of 25.12 feet; Thence leaving said southern right-of-way boundary run, South 19 degrees 18 minutes 02 seconds West for a distance of 45.28 feet; Thence run, South 00 degrees 10 minutes 48 seconds East for a distance of 156.71 feet; Thence run, North 88 degrees 39 minutes 55 seconds West for a distance of 11.48 feet to a point on the eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary North 00 degrees 14 minutes 29 seconds East a distance of 199.74 feet back to the POINT OF BEGINNING. Said parcel contains 0.06 acres (2,472 square feet), more or less.

LEGEND:

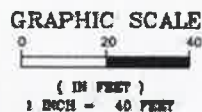
	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPF	FOUND METAL PIPE
IPF	FOUND IRON ROD
•	SET 1/2" IRON REBAR

NOTES:

1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Special Warranty Deed BK 1243, PG 79



POC/POR
Right-of-Way
Northwest Corner of Lot 15, Block 10, Secondary Survey Pine Crest Addition to the City of Hattiesburg.

MABLE STREET (50' R.O.W.)

N. 38th Ave. (50' R.O.W.)

R.O.W.)

MPF
1.99' W.
0.04' N.

CTP
0.52' W.

PRELIMINARY - PINS NOT SET

15

14

13

12

RIGHT-OF-WAY
±0.06 ACRES
(±2,472 SF)

S 88°43'41" E
25.12'

S 19°18'02" W
45.28'

N 00°14'29" E
199.74'

S 00°10'48" E
156.71'

N 88°39'55" W
11.48'

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

LARRY McMAHAN
PPIN: 23105

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-031.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 – 4540

Grantor Address:

McMAHAN HOUSES LLC
100 North 33rd Avenue
Hattiesburg, MS 39401
Telephone: (601) 264-6464

DEED OF DEDICATION

INDEXING INSTRUCTIONS: Part of Lots 10 and 11, Block 10 of the Pine Crest Second Survey, City of Hattiesburg;
NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **McMAHAN HOUSES LLC, a Mississippi limited liability company**, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 10 -11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW ¼ of the NW ¼ of Section 7, Township 4 North, Range 13 West, Forrest County,

Initials: LM

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run South 88 degrees 39 minutes 55 seconds East for a distance of 11.48 feet; Thence run South 00 degrees 26 minutes 17 seconds West for a distance of 100.37 feet; Thence run North 88 degrees 39 minutes 55 seconds West for a distance of 11/14 feet to a point on said eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary, North 00 degrees 14 minutes 29 seconds East a distance of 100.37 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,135 square feet), more or less.

For the same consideration, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for construction purposes a temporary easement, with full and free right, liberty and authority to enter upon and dig, construct and maintain incidental construction through, over, on and across the following described land:

A parcel of land being located in Lot 10, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 11 South 88 degrees 39 minutes 55 seconds East for a distance of 11.48 feet; thence run South 00 degrees 26 minutes 17 seconds West for a distance of 63.53 feet to and for the POINT OF BEGINNING; thence run South 89 degrees 33 minutes 42 seconds East for a distance of 5.00 feet; thence run South 00 degrees 26 minutes 18 seconds West for a distance of 22.00 feet; thence run North 89 degrees 33 minutes 42 seconds West for a distance of 5.00 feet; thence run North 00 degrees 26 minutes 17 seconds East a distance of 22.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.003 acres (110 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

_____ (Initial of Grantor or Grantor's designated representative)

_____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 25 day of Sept, 2018.

Grantor:

McMAHAN HOUSES LLC

a Mississippi limited liability company


Larry McMahan, Member

STATE OF MISSISSIPPI

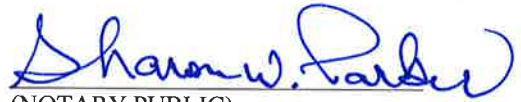
COUNTY OF Forrest

September Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of September, 2018, within my jurisdiction, the within named **Larry McMahan**, who acknowledged that he is Member of **McMahan Houses LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

4/29/22




(NOTARY PUBLIC)

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: UBM

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 10 - 11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 11 South 88 degrees 39 minutes 55 seconds East for a distance of 11.48 feet; thence run South 00 degrees 26 minutes 17 seconds West for a distance of 100.37 feet to a point on the South line of Lot 10; thence run along the South line of Lot 10 North 88 degrees 39 minutes 55 seconds West for a distance of 11.14 feet to a point on said Eastern right-of-way of North 38th Avenue; thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 100.37 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,135 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 10, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

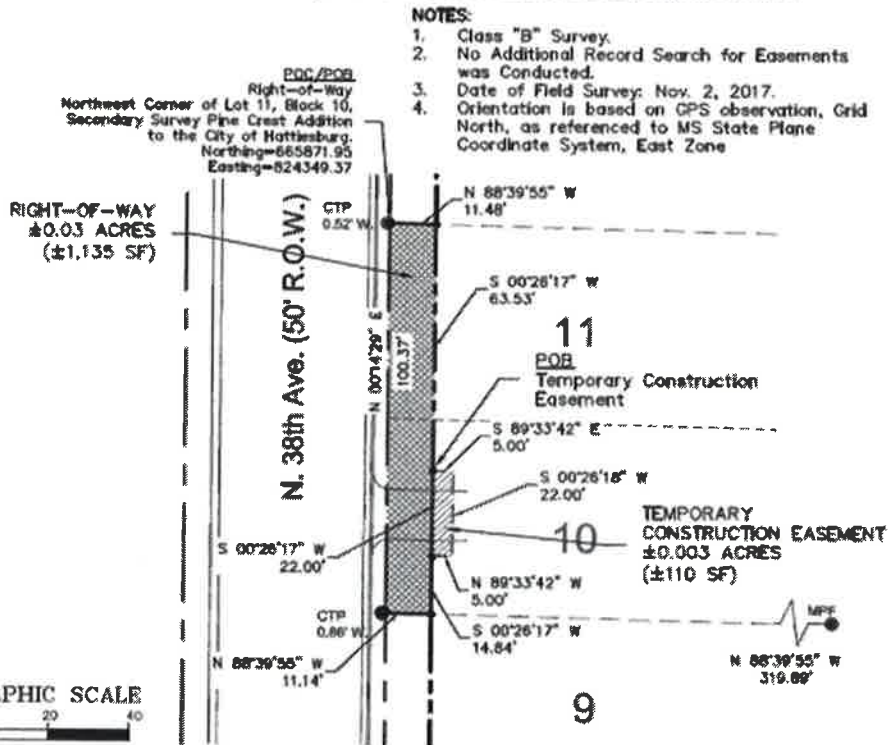
Commencing at the Northwest Corner of Lot 11, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 11 South 88 degrees 39 minutes 55 seconds East for a distance of 11.48 feet; thence run South 00 degrees 26 minutes 17 seconds West for a distance of 63.53 feet to and for the POINT OF BEGINNING; thence run South 89 degrees 33 minutes 42 seconds East for a distance of 5.00 feet; thence run South 00 degrees 26 minutes 18 seconds West for a distance of 22.00 feet; thence run North 89 degrees 33 minutes 42 seconds West for a distance of 5.00 feet; thence run North 00 degrees 26 minutes 17 seconds East a distance of 22.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.003 acres (110 square feet), more or less.

LEGEND:	
	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPP	FOUND METAL PIPE
IPP	FOUND IRON ROD
+	SET IRON REBAR
•	POINT OF BEGINNING
•	POINT OF COMMENCEMENT
•	UTILITY POLE
•	MONUMENT FOUND

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Special Warranty Deed BK 1243, PG 79

STATE PLANE DATA
 State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.999972330
 Convergence Angle: -0° 15' 58.63"
 Reference Point: P.O.B.



PRELIMINARY - PINS NOT SET

Clearpoint
 CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
 (601) 261-2609 | (601) 261-5573 | clearpointengineers.com

Right-of-Way Survey

LARRY McMAHAN
 PPIN: 23106

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-032.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 - 4540

Grantor Address:

McMAHAN HOUSES LLC
100 North 33rd Avenue
Hattiesburg, MS 39401
Telephone: (601) 264-6464

DEED OF DEDICATION

INDEXING INSTRUCTIONS:

Part of Lots 7 through 9, Block 10 of the Pine Crest Second Survey, City of Hattiesburg;
NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **McMAHAN HOUSES LLC, a Mississippi limited liability company**, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 7 - 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County,

Initials: UJM

Forrest County Tax Parcel No. 2-028L-07-033.00

38th Avenue Project

Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run, South 88 degrees 39 minutes 55 seconds East for a distance of 11.14 feet; Thence run, South 00 degrees 16 minutes 49 seconds West for a distance of 160.48 feet; Thence run, North 88 degrees 48 minutes 25 seconds West for a distance of 11.03 feet to a point on the eastern right-of-way boundary of said North 38th Avenue; Thence run and along said eastern right-of-way boundary, North 00 degrees 14 minutes 29 seconds East a distance of 160.51 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,779 square feet), more or less.

For the same consideration, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for construction purposes a temporary easement, with full and free right, liberty and authority to enter upon and dig, construct and maintain incidental construction through, over, on and across the following described land:

A parcel of land being located in Lot 7, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 9 South 88 degrees 39 minutes 55 seconds East for a distance of 11.14 feet; thence run South 00 degrees 16 minutes 49 seconds West for a distance of 117.45 feet to and for the POINT OF BEGINNING; thence run South 89 degrees 43 minutes 10 seconds East for a distance of 5.00 feet; thence run South 00 degrees 16 minutes 50 seconds West for a distance of 25.00 feet; thence run North 89 degrees 43 minutes 10 seconds West for a distance of 5.00 feet; thence run North 00 degrees 16 minutes 49 seconds East a distance of 25.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.003 acres (125 square feet), more or less.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

Initials: LBH

Forrest County Tax Parcel No. 2-028L-07-033.00

38th Avenue Project

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

LBm (Initial of Grantor or Grantor's designated representative)
____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 12 day of Sept, 2018.

Grantor:
McMAHAN HOUSES LLC
a Mississippi limited liability company

Larry McMahan
Larry McMahan, Member

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of September, 2018, within my jurisdiction, the within named **Larry McMahan**, who acknowledged that he is Member of **McMahan Houses LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires: 4/29/22



Sharon W. Parker
(NOTARY PUBLIC)

Initials: LBm

Forrest County Tax Parcel No. 2-028L-07-033.00

38th Avenue Project

Initials: LBM

Forrest County Tax Parcel No. 2-028L-07-033.00

38th Avenue Project

Grantee:

City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

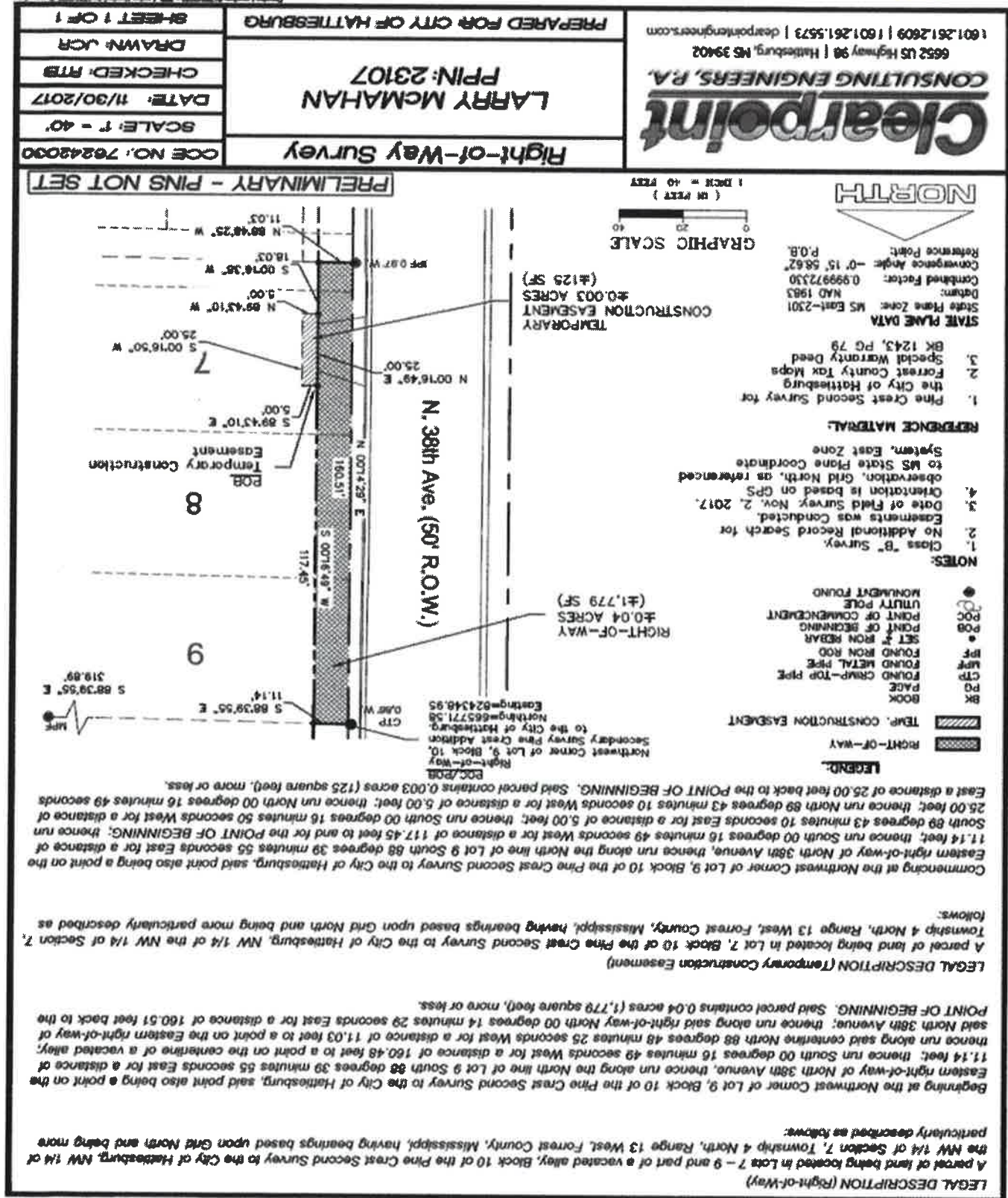
My commission expires:

Initials: Lbm

Forrest County Tax Parcel No. 2-028L-07-033.00

38th Avenue Project

EXHIBIT "A"



Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS: Part of Lots 7 through 9, Block 10 of the Pine Crest Second Survey, City of Hattiesburg;
NW ¼ of the NW ¼ of Section 7, T-4-N, R-13-W, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PARTIAL RELEASE OF DEED OF TRUST AND ASSIGNMENT OF LEASES

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **BANCORPSOUTH BANK** the beneficiary in that certain Deed of Trust, executed by **LARRY B. McMAHAN**, in favor of **BANCORPSOUTH BANK** Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1920 at Page 524

and also, the Lender in that certain Deed of Trust, executed by **LARRY B. McMAHAN**, in favor of **BANCORPSOUTH BANK** Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1755 at Page 331

does hereby release from the lien of said Deed of Trust the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lots 7 - 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run, South 88 degrees 39 minutes 55 seconds East for a distance of 11.14 feet; Thence run, South 00 degrees 16 minutes 49 seconds West for a distance of 160.48 feet; Thence run, North 88 degrees 48 minutes 25 seconds West for a distance of 11.03 feet to a point on the eastern right-of-way boundary of said North 38th Avenue; Thence run and along said eastern right-of-way boundary, North 00 degrees 14 minutes 29 seconds East a distance of 160.51 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,779 square feet), more or less.

Initials: 

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

As to the remainder of the property described in the said Deed of Trust, the lien is to remain in full force and effect.

WITNESS THE SIGNATURE of the undersigned, K. Joanni Brown,
Asst V.P. of BANCORPSOUTH BANK on this, the 13th day of September, 2018.

BANCORPSOUTH BANK

BY:

PRINT:

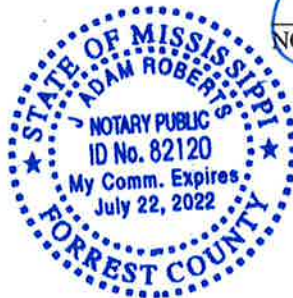
TITLE:

STATE OF Mississippi
COUNTY OF Forrest

13th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this
day of September, 2018, the within named K. Joanni Brown, who acknowledged that he/she is
Asst V.P. of BANCORPSOUTH BANK and that for and on behalf of said Bank, and as its act and deed
he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:



Initials:

Page 2 of 2

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lots 7 - 9 and part of a vacated alley, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 9 South 88 degrees 39 minutes 55 seconds East for a distance of 11.14 feet; thence run South 00 degrees 16 minutes 49 seconds West for a distance of 160.48 feet to a point on the centerline of a vacated alley; thence run along said centerline North 88 degrees 48 minutes 25 seconds West for a distance of 11.03 feet to a point on the Eastern right-of-way of said North 38th Avenue; thence run along said right-of-way North 00 degrees 14 minutes 29 seconds East for a distance of 160.51 feet back to the POINT OF BEGINNING. Said parcel contains 0.04 acres (1,779 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 7, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, NW 1/4 of the NW 1/4 of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 9, Block 10 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along the North line of Lot 9 South 88 degrees 39 minutes 55 seconds East for a distance of 11.14 feet; thence run South 00 degrees 16 minutes 49 seconds West for a distance of 117.45 feet to and for the POINT OF BEGINNING; thence run South 89 degrees 43 minutes 10 seconds East for a distance of 5.00 feet; thence run South 00 degrees 16 minutes 50 seconds West for a distance of 25.00 feet; thence run North 89 degrees 43 minutes 10 seconds West for a distance of 5.00 feet; thence run North 00 degrees 16 minutes 49 seconds East a distance of 25.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.003 acres (125 square feet), more or less.

LEGEND:

- RIGHT-OF-WAY
- TEMP. CONSTRUCTION EASEMENT
- BOOK
- PAGE
- FOUND CRIMP-TOP PIPE
- FOUND METAL PIPE
- FOUND IRON ROD
- SET 1/2" IRON REBAR
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- UTILITY POLE
- MONUMENT FOUND

NOTES:

- Class "B" Survey.
- No Additional Record Search for Easements was Conducted.
- Date of Field Survey: Nov. 2, 2017.
- Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

REFERENCE MATERIAL:

- Pine Crest Second Survey for the City of Hattiesburg
- Forrest County Tax Maps
- Special Warranty Deed BK 1243, PG 79

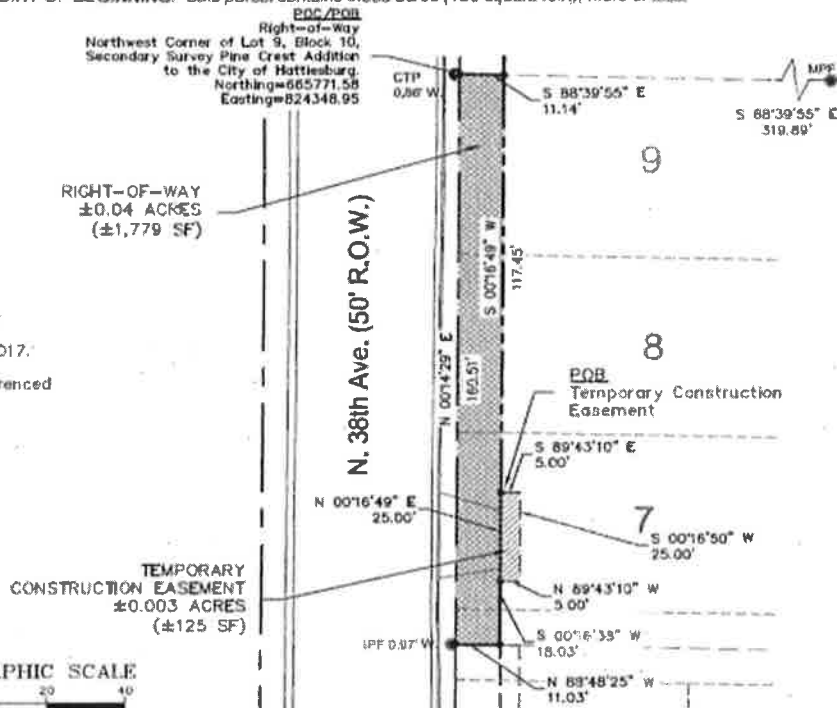
STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.999972330
Convergence Angle: -0° 15' 58.62"
Reference Point: P.O.B.

GRAPHIC SCALE

(IN FEET)
1 INCH = 40 FEET

NORTH



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
(601.261.2609 | 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

LARRY McMAHAN
PPIN: 23107

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials:



City of Hattiesburg, MS

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

Master

File Number: 2018-822

File ID: 2018-822

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Acknowledge receipt of Deed and Partial Release of Trust and assignment of leases for Parcel PPIN 23998 for the 38th Avenue Sidewalk project.

Final Action:

Minute Book Number: MB 2018-248

Title:

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust and Assignment of Leases from L & D, LLC for a portion of Forrest County Tax Parcel No. 2-028E-06-097.00 (PPIN 23998) for the 38th Avenue Sidewalk project; Authorize the Mayor to execute the same and authorize attorney to record with Forrest County.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: L & D, LLC - PPIN 23998 - Deed, L & D, LLC - PPIN 23998 - Partial Release, Executed - Deed of Dedication and partial release of deed of trust and assignment of leases from L & D LLC - 38th Ave Sidewalk Project

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-822

Title

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust and Assignment of Leases from L & D, LLC for a portion of Forrest County Tax Parcel No. 2-028E-06-097.00 (PPIN 23998) for the 38th Avenue Sidewalk project; Authorize the Mayor to

execute the same and authorize attorney to record with Forrest County.

Summary

Acknowledge receipt of Deed of Dedication and Partial Release of Deed of Trust and Assignment of Leases from L & D, LLC for a portion of Forrest County Tax Parcel No. 2-028E-06-097.00 (PPIN 23998) for the 38th Avenue Sidewalk project; Authorize attorney to record with Forrest County.

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 – 4540

Grantor Address:

L & D, LLC
P.O. Box 1327
Hattiesburg, MS 39403
Telephone: (601) 268-8770

DEED OF DEDICATION

INDEXING INSTRUCTIONS:

Part of Lot 8, Block 1 of Southern Heights Subdivision, City of Hattiesburg, SW ¼ of SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **L & D, LLC, a Mississippi limited liability company**, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Initials: JS JK

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

Beginning at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet to a point on the North line of Lot 8; thence leaving said right-of-way run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the left having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of South 02 degrees 50 minutes 26 seconds West and a chord distance of 83.63 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the Northern right-of-way of Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

For the same consideration, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for construction purposes a temporary easement, with full and free right, liberty and authority to enter upon and dig, construct and maintain incidental construction through, over, on and across the following described land:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Northern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to and for the POINT OF BEGINNING; thence leaving said right-of-way run North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the right to a point on the North line of Lot 8, said curve having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of North 02 degrees 50 minutes 26 seconds East and a chord distance of 83.63 feet; thence run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 5.19 feet to a point on a non-tangential curve; thence run 84.07 feet along a curve to the left having a delta of 06 degrees 17 minutes 22 seconds, a radius of 765.83 feet, a chord bearing of South 02 degrees 54 minutes 37 seconds West and a chord distance of 84.02 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the Northern right-of-way of said Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposed the above described land only so long as is necessary to complete the construction of said Right of Way in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

Ad valorem taxes for the property conveyed shall be pro-rated between Grantor and Grantee.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

Initials: 

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

_____ (Initial of Grantor or Grantor's designated representative)

_____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 21st day of September, 2018.

Grantor:
L & D, LLC
a Mississippi limited liability company



Andrew Stetelman, Member



Jeff Brannan Jones, Member

Initials: 

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September, 2018, within my jurisdiction, the within named **Andrew Stetelman**, who acknowledged that he is Member of **L & D, LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

10/19/21



Zachary Jones
(NOTARY PUBLIC)

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September, 2018, within my jurisdiction, the within named **Jeff Brannan Jones**, who acknowledged that he is Member of **L & D, LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

10/19/21



Zachary Jones
(NOTARY PUBLIC)

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2018, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: JS

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

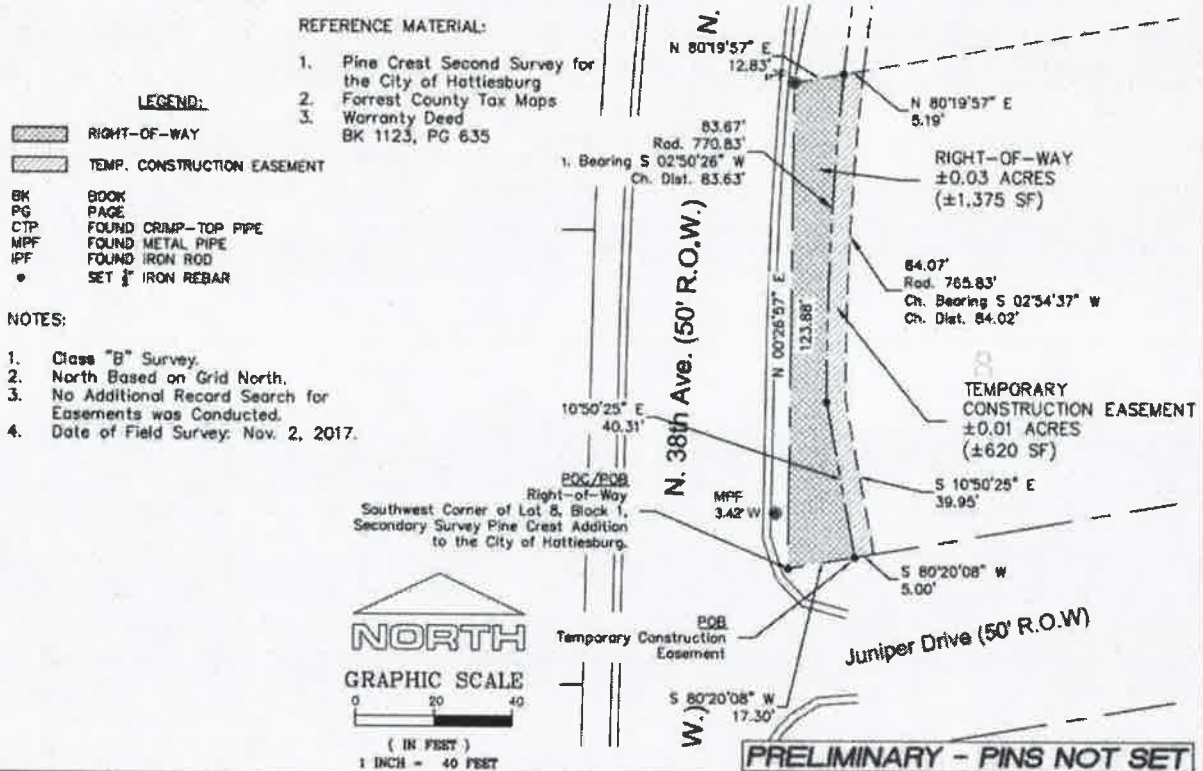
A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue. Thence run and along said eastern right-of-way boundary, North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet; Thence leaving said eastern right-of-way boundary run, North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve, Said curve to the left having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of South 02 degrees 50 minutes 26 seconds West for a distance of 83.63 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to the POINT OF BEGINNING; Thence leaving said northern right-of-way boundary run, North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve, Said curve to the right having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of North 02 degrees 50 minutes 26 seconds East for a distance of 83.63 feet; Thence run, North 80 degrees 19 minutes 57 seconds East for a distance of 5.19 feet to a point on a non-tangential curve, having a curve to the left with a delta of 06 degrees 17 minutes 22 seconds, having a radius of 765.83 feet, and a chord bearing of South 02 degrees 54 minutes 37 seconds West for a distance of 84.02 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the northern right-of-way boundary of said Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

L AND D LLC
PPIN: 23998

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials:

[Handwritten initials]

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS: Part of Lot 8, Block 1 of Southern Heights Subdivision, City of Hattiesburg, SW ¼ of SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PARTIAL RELEASE OF DEED OF TRUST AND ASSIGNMENT OF LEASES

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **The First, A.N.B.A.**, the beneficiary in that certain Deed of Trust, executed by **L & D, LLC, a Mississippi limited liability company**, in favor of **The First, A.N.B.A.**, Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1831 at Page 259

and also, the Lender in that certain Assignment of Rents, executed by **L & D, LLC, a Mississippi limited liability company**, in favor of **The First, A.N.B.A.**, Lender, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1593 at Page 627

does hereby release from the lien of said Deed of Trust the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet to a point on the North line of Lot 8; thence leaving said right-of-way run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the left having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of South 02 degrees 50 minutes 26 seconds West and a chord distance of 83.63 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the Northern right-of-way of Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 17.30 feet

Initials: JRT

back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

As to the remainder of the property described in the said Deed of Trust, the lien is to remain in full force and effect.

WITNESS SVR THE SIGNATURE of the undersigned Brian P. Aehnlich,
of The First, A.N.B.A., on this, the 18th day of September, A.D., 2018.

The First A.N.B.A.

BY:

PRINT:

TITLE:

STATE OF Mississippi
COUNTY OF Lamar

18th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this
day of September, 2018, the within named Brian P. Aehnlich, who acknowledged that he/she is
SVR of The First, A.N.B. A., and that for and on behalf of said Bank, and as its act and deed he/she
executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



Tiffany Beliveau
NOTARY PUBLIC

Initials: BA

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue. Thence run and along said eastern right-of-way boundary, North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet; Thence leaving said eastern right-of-way boundary run, North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve, said curve to the left having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of South 02 degrees 50 minutes 26 seconds West for a distance of 83.63 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to the POINT OF BEGINNING; Thence leaving said northern right-of-way boundary run, North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve, said curve to the right having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of North 02 degrees 50 minutes 26 seconds East for a distance of 83.63 feet; Thence run, North 80 degrees 19 minutes 57 seconds East for a distance of 5.19 feet to a point on a non-tangential curve, having a curve to the left with a delta of 06 degrees 17 minutes 22 seconds, having a radius of 765.83 feet, and a chord bearing of South 02 degrees 54 minutes 37 seconds West for a distance of 84.02 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the northern right-of-way boundary of said Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.

REFERENCE MATERIAL:

1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 1123, PG 635

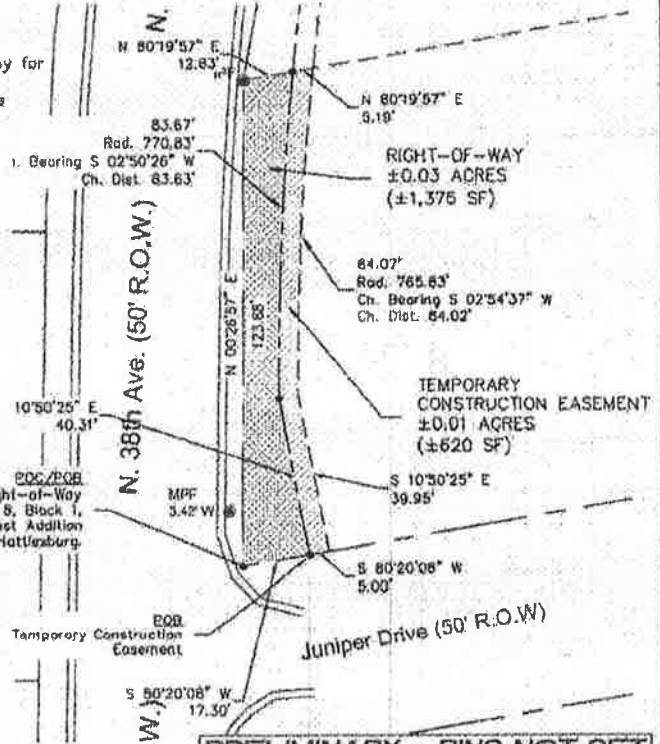
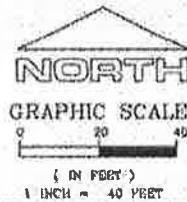
LEGEND:

	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPF	FOUND METAL PIPE
IPF	FOUND IRON ROD
W	SET F IRON REBAR

NOTES:

1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.

Southwest Corner of Lot 8, Block 1, Secondary Survey Pine Crest Addition to the City of Hattiesburg



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com

Right-of-Way Survey

L AND D LLC
PPIN: 23998

PREPARED FOR: CITY OF HATTIESBURG

CCE NO: 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: _____

Page 3 of 3

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

THE CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545 - 4540

Grantor Address:

L & D, LLC
P.O. Box 1327
Hattiesburg, MS 39403
Telephone: (601) 268-8770

DEED OF DEDICATION

INDEXING INSTRUCTIONS:

Part of Lot 8, Block 1 of Southern Heights Subdivision, City of Hattiesburg, SW ¼ of SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

WHEREAS, **L & D, LLC**, a Mississippi limited liability company, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for sidewalk construction along 38th Avenue; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described herein below;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Initials: 

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

Beginning at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet to a point on the North line of Lot 8; thence leaving said right-of-way run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the left having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of South 02 degrees 50 minutes 26 seconds West and a chord distance of 83.63 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the Northern right-of-way of Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

For the same consideration, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for construction purposes a temporary easement, with full and free right, liberty and authority to enter upon and dig, construct and maintain incidental construction through, over, on and across the following described land:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commencing at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Northern right-of-way of Juniper Drive, thence run along said right-of-way North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to and for the POINT OF BEGINNING; thence leaving said right-of-way run North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the right to a point on the North line of Lot 8, said curve having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of North 02 degrees 50 minutes 26 seconds East and a chord distance of 83.63 feet; thence run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 5.19 feet to a point a non-tangential curve; thence run 84.07 feet along a curve to the left having a delta of 06 degrees 17 minutes 22 seconds, a radius of 765.83 feet, a chord bearing of South 02 degrees 54 minutes 37 seconds West and a chord distance of 84.02 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the Northern right-of-way of said Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.

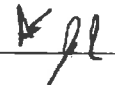
It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposed the above described land only so long as is necessary to complete the construction of said Right of Way in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

This dedication shall run with the land and be binding upon the parties, their successors, assigns, personal representatives and heirs.

Ad valorem taxes for the property conveyed shall be pro-rated between Grantor and Grantee.

The grantor herein further warrants that the above described property is no part of a homestead.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

Initials: 

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of City Council of the City of Hattiesburg, accepts the conveyance of the property described hereinabove.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that it is aware of its rights under said Act, including but not limited to:

- (1) Notification of the Grantee's desire to obtain the property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection, and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law," plus any rights and privileges under the "Relocation Assistance Law," as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. The Grantor waives its right to just compensation from the Grantee and donates the real property herein described to the City of Hattiesburg, Mississippi.

The Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and the Grantor hereby waives that right.

____ (Initial of Grantor or Grantor's designated representative)
____ (Initial of City's designated representative).

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, its successors, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the undersigned as of the 21st day of September, 2018.

Grantor:
L & D, LLC
a Mississippi limited liability company


Andrew Stetelman, Member


Jeff Brannan Jones, Member

Initials: 

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September, 2018, within my jurisdiction, the within named **Andrew Stetelman**, who acknowledged that he is Member of **L & D, LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

10/19/21

STATE OF MISSISSIPPI
COUNTY OF _____



Zachary Jones
(NOTARY PUBLIC)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September, 2018, within my jurisdiction, the within named **Jeff Brannan Jones**, who acknowledged that he is Member of **L & D, LLC**, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:

10/19/21



Zachary Jones
(NOTARY PUBLIC)

Grantee:
City of Hattiesburg
a Municipal Corporation

By: Toby Barker

Print Name: TOBY BARKER
Its: Mayor

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 21st day of October, 2018, within my jurisdiction, the within named Toby Barker, who acknowledged that he/she is Mayor of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

My commission expires:

Initials: JB



Hazel M. Young
(NOTARY PUBLIC)

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue. Thence run and along said eastern right-of-way boundary, North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet; Thence leaving said eastern right-of-way boundary run, North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve. Said curve to the left having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of South 02 degrees 50 minutes 26 seconds West for a distance of 83.63 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to the POINT OF BEGINNING; Thence leaving said northern right-of-way boundary run, North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve. Said curve to the right having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of North 02 degrees 50 minutes 26 seconds East for a distance of 83.63 feet; Thence run, North 80 degrees 19 minutes 57 seconds East for a distance of 5.19 feet to a point on a non-tangential curve, having a curve to the left with a delta of 06 degrees 17 minutes 22 seconds, having a radius of 765.63 feet, and a chord bearing of South 02 degrees 54 minutes 37 seconds West for a distance of 84.02 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the northern right-of-way boundary of said Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.

REFERENCE MATERIAL:

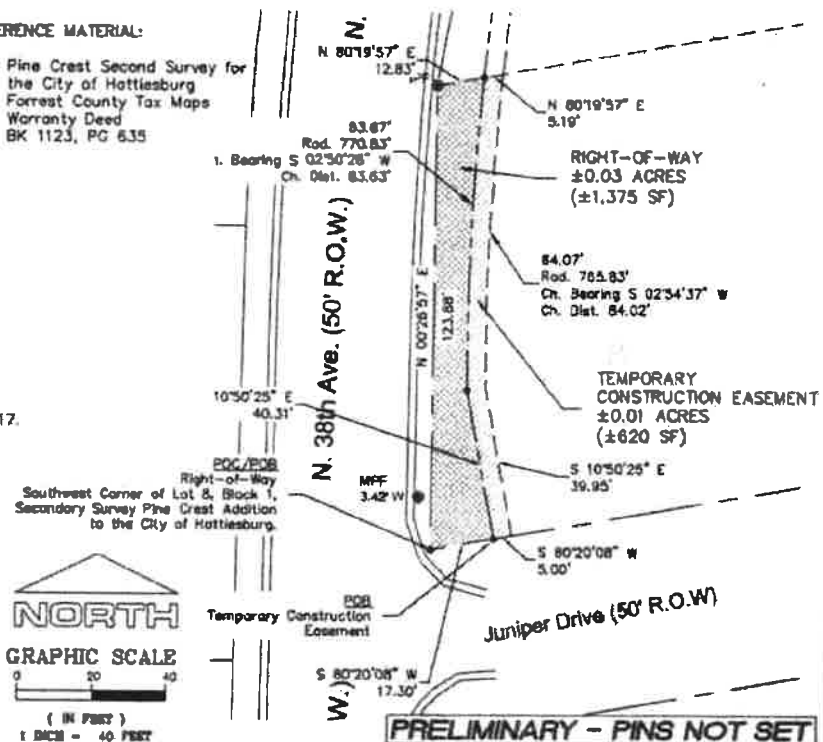
1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 1123, PG 635

LEGEND:

- RIGHT-OF-WAY
TEMP. CONSTRUCTION EASEMENT
- BK BOOK
PG PAGE
CTP FOUND CURB-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
• SET 1/2" IRON REBAR

NOTES:

1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

L AND D LLC
PPIN: 23998

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 78242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: *ASV*

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS: Part of Lot 8, Block 1 of Southern Heights Subdivision, City of Hattiesburg, SW ¼ of SW ¼ of Section 6, T-4-N, R-13-W, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PARTIAL RELEASE OF DEED OF TRUST AND ASSIGNMENT OF LEASES

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **The First, A.N.B.A.**, the beneficiary in that certain Deed of Trust, executed by **L & D, LLC, a Mississippi limited liability company**, in favor of **The First, A.N.B.A.**, Beneficiary, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1831 at Page 259

and also, the Lender in that certain Assignment of Rents, executed by **L & D, LLC, a Mississippi limited liability company**, in favor of **The First, A.N.B.A.**, Lender, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Forrest County, Mississippi, as follows:

Book 1593 at Page 627

does hereby release from the lien of said Deed of Trust the following described property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being located in Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Beginning at the Southwest Corner of Lot 8, Block 1 of the Southern Heights Subdivision to the City of Hattiesburg, said point also being a point on the Eastern right-of-way of North 38th Avenue, thence run along said right-of-way North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet to a point on the North line of Lot 8; thence leaving said right-of-way run along the North line of said Lot 8 North 80 degrees 19 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve; thence run 83.67 feet along a curve to the left having a delta of 06 degrees 13 minutes 10 seconds, a radius of 770.83 feet, a chord bearing of South 02 degrees 50 minutes 26 seconds West and a chord distance of 83.63 feet; thence run South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the Northern right-of-way of Juniper Drive; thence run along said right-of-way South 80 degrees 20 minutes 08 seconds West for a distance of 17.30 feet

Initials: RAA

back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,375 square feet), more or less.

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

As to the remainder of the property described in the said Deed of Trust, the lien is to remain in full force and effect.

WITNESS SVP THE SIGNATURE of the undersigned Brian P. Aehnlich,
of The First, A.N.B.A., on this, the 18th day of September, A.D., 2018.

The First A.N.B.A.

BY: [Signature]

PRINT: Brian P. Aehnlich

TITLE: SVP

STATE OF Mississippi
COUNTY OF Lamar

18th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this
day of September, 2018, the within named Brian P. Aehnlich, who acknowledged that he/she is
SVP of The First, A.N.B. A., and that for and on behalf of said Bank, and as its act and deed he/she
executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



Tiffany Beliveau
NOTARY PUBLIC

Initials: [Signature]

EXHIBIT "A"

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary, North 00 degrees 26 minutes 57 seconds East for a distance of 123.88 feet; Thence leaving said eastern right-of-way boundary run, North 80 degrees 18 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve, Said curve to the left having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of South 02 degrees 50 minutes 26 seconds West for a distance of 83.63 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 40.31 feet to a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 17.30 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,376 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement)

A parcel of land being located in Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 8, Block 1 of the Pine Crest Second Survey to the City of Hattiesburg, said point also being a point on the northern right-of-way boundary of Juniper Drive; Thence run and along said northern right-of-way boundary, North 80 degrees 20 minutes 08 seconds East for a distance of 17.30 feet to the POINT OF BEGINNING; Thence leaving said northern right-of-way boundary run, North 10 degrees 50 minutes 25 seconds West for a distance of 40.31 feet to a point on a non-tangential curve, Said curve to the right having a delta of 06 degrees 13 minutes 10 seconds, having a radius of 770.83 feet, and a chord bearing of North 02 degrees 50 minutes 26 seconds East for a distance of 83.63 feet; Thence run, North 80 degrees 18 minutes 57 seconds East for a distance of 12.83 feet to a point on a non-tangential curve, having a curve to the left with a delta of 06 degrees 17 minutes 22 seconds, having a radius of 765.83 feet, and a chord bearing of South 02 degrees 54 minutes 37 seconds West for a distance of 84.02 feet; Thence run, South 10 degrees 50 minutes 25 seconds East for a distance of 39.95 feet to a point on the northern right-of-way boundary of said Juniper Drive; Thence run and along said northern right-of-way boundary, South 80 degrees 20 minutes 08 seconds West a distance of 5.00 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (620 square feet), more or less.

REFERENCE MATERIAL:

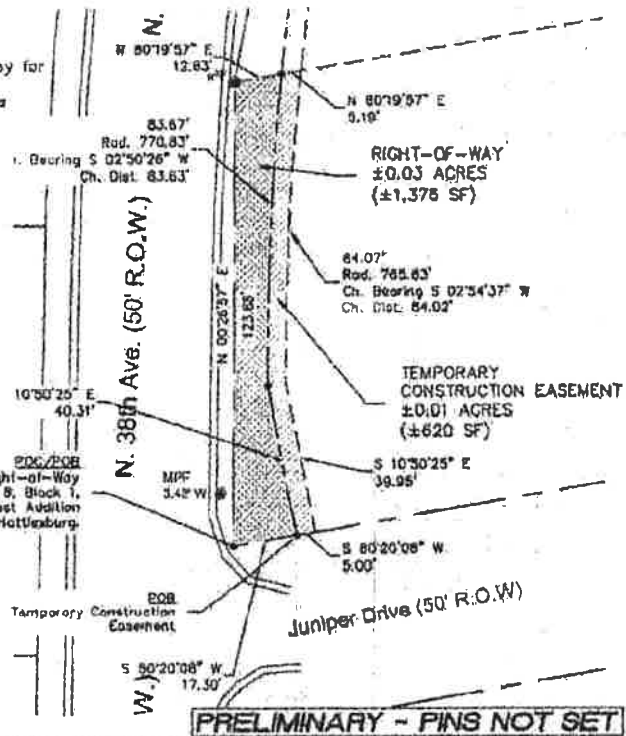
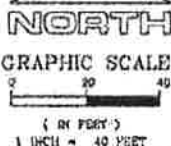
1. Pine Crest Second Survey for the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed BK 1123, PG 835

LEGEND:

- RIGHT-OF-WAY**
TEMP. CONSTRUCTION EASEMENT
- BK BOOK
 PG PAGE
 CTP FOUND CRIMP-TOP PIPE
 MPF FOUND METAL PIPE
 IRF FOUND IRON ROD
 SET SET F IRON REBAR

NOTES:

1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.



Clearpoint
 CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
 1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com

Right-of-Way Survey

L AND D LLC
 PPIN: 23998

PREPARED FOR: CITY OF HATTIESBURG

CCE NO. 76242030

SCALE: 1" = 40'

DATE: 11/30/2017

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Initials: _____

Page 3 of 3

Forrest County Tax Parcel No. 2-028E-06-097.00

38th Avenue Project



City of Hattiesburg, MS

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

Master

File Number: 2018-820

File ID: 2018-820

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/24/2018

Brief Title: Acknowledging the execution and submission of the
Stop Violence Against Women Grant.

Final Action:

Minute Book Number: MB 2018-248

Title:

Acknowledge the execution and submission by the Hattiesburg Police
Department of the Stop Violence Against Women Grant.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Fully Executed Sub-grant Agreement - Hattiesburg PD
STOP

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-820

Title

Acknowledge the execution and submission by the Hattiesburg Police Department of the Stop
Violence Against Women Grant.

Summary

Acknowledging the execution and submission of the Stop Violence Against Women Grant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SUB-GRANTEE AGREEMENT FACE SHEET

(Face Sheet for Department Use Only- DO NOT SEND FACE SHEET TO SUB-GRANTEE)



MISSISSIPPI STATE DEPARTMENT OF HEALTH

Document # Due Date New ☐ Renewal ☒ Modification ☐ of

Name of Organization

Contact Person Title

EIN # DUNS # Telephone #

Street Address Post Office Box

City State Zip Code Email

Give the title of the sub-grant brief description of the nature of the sub-grant.

Title:
Description:

Start Date End Date Cost Share or Match (N/A if none)

Total Sub-grant Amount Payment Basis: Monthly ☒ Quarterly ☐ Annually ☐

Amount of funding for last FY Federal Grant ☒ Private Grant ☐ State Funds ☐

If it is a federal grant: Award # Federal Aid # CFDA #

Cost Center(s)	1301070707
Functional Area(s)	13010101000000DV

Internal Order(s)	3000017916
Funding Source(s)	

Required
☒ Determination Worksheet ☒ Conflicts of Interest ☒ Additional Terms of Agreement ☒ Scope of Work ☒ Budget Justification/Narrative ☐ Approved Federal Indirect Rate ☒ Applicable Assurances ☒ Form 115 ☐ Other

Personnel Cost	
Salaries	\$ 23,748.00
Fringe	\$ 0.00
Total	\$ 23,748.00

Travel Cost	
Mileage	\$
Meals	\$ 224.00
Lodging	\$ 750.00

Service Area(s):	Statewide ☐ Region ☒
Other ☐ Please explain:	City of Hattiesburg

**Mississippi State Department of Health
Contractor/Grantee Determination Worksheet
Federal and State Awards**

Agency Division: OFFICE AGAINST INTERPERSONAL VIOLENCE

Name of Organization: Hattiesburg Police Department

Project/Program: VAWA - STOP

Completed by: A'Lisa Bryant

Date: 6/6/2018

Instructions: Answers to the following questions will help determine whether the agreement should be handled as a sub-grantee or vendor/contractor by the agency for accounting purposes. **TRUE** answers indicate a grantee relationship while **FALSE** answers indicate a vendor/contractor relationship. The guidance is provided by Federal regulations, OMB Circular A-133 §210.

<i>Does the organization with which the agency has an agreement:</i>	TRUE	FALSE
1. Determine who is eligible to receive what financial assistance;		X
2. Performance get measured against whether the objectives of the program are met;	X	
3. Have responsibility for programmatic decisions;	X	
4. Have responsibility for adherence to applicable Federal & State program compliance requirements;	X	
5. Use the funds to carry out a program of the organization as compared to providing goods and services for a program of the agency;	X	
6. Does not provide these goods or services within the organization's normal business operations;	X	
7. Does not provide similar goods or services to many different purchasers;	X	
8. Does not operate in a competitive environment;	x	
9. Does not provide goods or services that are ancillary to the operation of the program;	X	
10. Is not subject to compliance requirements of the program.		x
	Sub-grantee	Vendor/ Contractor

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a sub-grantee or a vendor/contractor.

Conclusion: Grantee X Vendor/Contractor _____

If the conclusion is a sub-grantee, the second worksheet is not necessary. If the conclusion is a Vendor/Contractor, fill out the second worksheet to determine if the contractor is a contract worker or an independent contractor.

**Mississippi State Department of Health
Sub-Grant Agreement**



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Mississippi State Department of Health Sub-Grant Agreement
with** Hattiesburgs Police Department

Agreement No. 2017-WF-AX-0047

SECTION 1.0: Parties to the Agreement

This agreement is made this the 1 day of JULY, 2018, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and Hattiesburg Police Department, hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 07/01/2018 through 06/30/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as FFY 2017 VAWA STOP.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$ 26,800 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 Employment Verification. The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 Federal Law. Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 Program Specific Law. Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 Sub-Grantee Status. Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 Representation Regarding Contingent Fees and Gratuities. Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 Public Records Clause. MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Christy Ainsworth, LCSW
TITLE: Director
ADDRESS: 715 S. Pear Orchard, Plaza 1 - Suite 102
Ridgeland, MS 39157
E-MAIL: christy.ainsworth@msdh.ms.gov
TELEPHONE: 601.206.1545

For Sub-Grantee

NAME: Whitney Harper
TITLE: Victim Advocate
ADDRESS: 300 Klondyke Street
Hattiesburg, MS 39401
E-MAIL: wharper@hattiesburgms.com
TELEPHONE: 601.545.4969

Section 10.0 Enforceability

10.1 THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health



Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature



Date

For the SUB-GRANTEE:



Sub-Grantee Authorized Signature and Title



Date



CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current contracts with MSDH. **Include** the dollar amount with the contract beginning and ending dates.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.


SUB-GRANTEE Signature

Victim Advocate
Title

7/18/18
Date

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:



Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

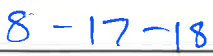


Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title



Date

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

DV/STOP/SASP BUDGET SUMMARY						
AGENCY NAME: Hattiesburg Police Department						
FUND SOURCE: FFY 2019 VAWA Stop Program						
PROJECT TITLE: Hattiesburg Police Department Victim Services Unit						
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2018 END: June 30, 2019						
EXPENSE OBJECT LINE-ITEM CATEGORY	FEDERAL AWARD	%	SUBRECIPIENT MATCH	%	TOTAL PROJECT BUDGET	%
Personnel (Salaries and Fringe)	\$23,748.00		\$8,046.58		\$31,794.58	
Travel	\$2,047.00		\$131.76		\$2,178.76	
Contractual	\$0.00		\$0.00		\$0.00	
Commodities	\$1,000.00		\$786.00		\$1,786.00	
Capital Outlay - Equipment	\$0.00		\$0.00		\$0.00	
Capital Outlay - Other	\$0.00		\$0.00		\$0.00	
Subsidies, Loans and Grants	\$0.00		\$0.00		\$0.00	
Indirect Cost	\$0.00		\$0.00		\$0.00	
GRAND TOTAL	\$26,800.00	74.93%	\$8,964.34	25.07%	\$35,764.34	100.00%

Signature of Authorized Official: _____

Title: _____

Date: _____

THIS SECTION FOR OAIV USE ONLY:

Budget Approved by: _____

Date: _____

DV/STOP/SASP BUDGET DETAIL SHEET

GRANT BUDGET LINE-ITEM DETAIL:		Federal	Match
AGENCY NAME: Hattiesburg Police Department FUND SOURCE: FFY 2019 VAWA Stop Program PROJECT TITLE: Hattiesburg Police Department Victim Services Unit			
PERSONNEL			
Staff Member Name and Title: Whitney Harper , Victim Advocate			
Salary and calculation: Annau Salary \$23,748x 100%, \$11.42/hour	\$23,748.00		\$0.00
Fringe Item and Calculation: Social Security	\$0.00		\$1,452.64
Worker's Compensation	\$0.00		\$63.92
Medical Insurance	\$0.00		\$4,251.08
Retirement	\$0.00		\$2,278.94
TOTAL	\$23,748.00		\$8,046.58
TRAVEL			
In-State Travel:	AMOUNT		
In-state Total	\$0.00		\$0.00
Out of State Travel			
Item and Description: Internation Conference on Sexual Assault, Domestic Violence, Whitney Harper traveling			
Registration	\$495.00		\$0.00
Airfare	\$583.00		
Lodging (\$250/day x 3 days)	\$750.00		
Meals (\$56/day x 4 days)	\$224.00		
Mileage roundrip to and from airport (\$0.54 x 244 miles)	\$0.00		\$131.76
Out of state Total	\$2,052.00		\$131.76
TOTAL	\$2,052.00		\$131.76
COMMODITIES			
Item and description	AMOUNT		
Promotional Materials (\$107/month)	\$1,000.00		\$286.00
Office supplies and printing (\$42/month)	\$0.00		\$0.00
	\$0.00		\$500.00
TOTAL	\$1,000.00		\$786.00
TOTALS			
	\$26,800.00	75%	\$8,964.34
TOTAL PROJECT BUDGET			
		25%	\$35,764.34

BUDGET NARRATIVE

Personnel

The Victim Advocate, Whitney Harper, is to be funded at a rate of \$23,748.00 for twelve months. The City of Hattiesburg will finance a social security match of \$1,452.64, a retirement match of \$2,278.94, a medical insurance match of \$4,251.08, and a Worker's Compensation match of \$63.92. The total match of fringe benefits is \$8047.00. The Victim Services Unit could not function effectively without the Victim Advocate.

Travel

The Victim Advocate will travel to the International Conference on Sexual Assault, Domestic Violence, and Gender Bias April 22-24, 2019 in San Diego, California. This conference focuses on the intersection of technology and domestic and sexual violence, stalking and trafficking. The Office on Violence against Women has approved OVW grantees to attend this conference. The Victim Advocate will gain knowledge and obtain resources to use in the City of Hattiesburg. The total cost of this trip is \$2047: airfare is \$583 roundtrip; lodging is \$250 per day for 3 days= \$750; meals are \$56 per day for 4 days= \$224 and registration is \$490. The City of Hattiesburg will provide transportation to and from the New Orleans Airport, which will be 244 miles roundtrip. Federal reimbursement is \$0.54 per mile; the total cost will be \$131.76, which is provided as a match by the City of Hattiesburg.

Commodities

1. The Victim Advocate requests \$1,000 with a \$286 match (\$107/month) in commodities for promotional materials for outreach and educational events. Promotional materials include but

are not limited to: buttons, bags, water bottles, stickers, pens and pencils. The promotional materials will be used at outreach and educational events to spread awareness of domestic violence.

2. The City of Hattiesburg will finance office supplies and printing/reproduction match of \$500 to fund the day to day operations of the Victim Advocate with printing and office supplies. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, and sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable CDs, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.



City of Hattiesburg, MS

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

Master

File Number: 2018-794

File ID: 2018-794

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/20/2018

Brief Title: Acknowledging receipt of Certificate of Attendance from Phillip McSwain for attendance to the Municipal Court Clerks Conference.

Final Action:

Minute Book Number: MB 2018-248

Title:

Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar held June 25-26, 2018 and September 12-14, 2018.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: McSwain Cert9-2018, McSwain Cert 6-2018

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-794

Title

Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar held June 25-26, 2018 and September 12-14, 2018.

Summary

Acknowledging receipt of Certificate of Attendance from Phillip McSwain for attendance to the Municipal Court Clerks Conference.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Phillip McSwain

for having attended the

Municipal Court Clerk Conference

Hilton ~ Jackson, Mississippi

September 12-14, 2018

conducted by the

Mississippi Judicial College

Nacey Domicil

Program Manager

R. L.

Director



Certificate of Attendance

THE MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION

AWARDS THIS CERTIFICATE TO

Phillip McSwain, Jr

FOR ATTENDING THE
MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION
SUMMER SEMINAR
JUNE 25-26, 2018

*IP CASINO & RESORT IN BILOXI, MS
CONDUCTED BY THE
MMCCA*




JOYCETTE NICHOLS
MMCCA President-Elect



City of Hattiesburg, MS

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

Master

File Number: 2018-818

File ID: 2018-818

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 09/24/2018

Brief Title: Approve Plans and Specifications for the Cured in Place Pipe (CIPP) Sewer Repair Project - Various Locations and Authorize advertisement for bids.

Final Action:

Minute Book Number: MB 2018-248

Title:

Approve Plans and Specifications for the Cured in Place Pipe (CIPP) Sewer Repair Project - Various Locations and Authorize advertisement for bids.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: 11256_Plans_Street Ready_2018-08-22,
11256_Specs_Street Ready_2018_09_24,
11256_Advertisement, Executed legal notice Cured In
Place Pipe Sewer Repair Project

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-818

Title

Approve Plans and Specifications for the Cured in Place Pipe (CIPP) Sewer Repair Project - Various Locations and Authorize advertisement for bids.

Summary

Approve Plans and Specifications for the Cured in Place Pipe (CIPP) Sewer Repair Project - Various Locations and Authorize advertisement for bids.

Budget Information

093695.7220.75

Expenditure Type

2016 Water/Sewer Bonds

Purchasing Item

Sealed Bid

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELECOMM
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

INLINE
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 956-8909
(888) 346-5463

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 300
RIDGELAND, MS 39157
(855) 277-4732

UNITI FIBER
107 ST. FRANCIS ST
STE 1800
MOBILE, AL 36602
(251) 662-1170

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

MDOT DISTRICT 6 HEADQUARTERS
6356 HWY 49 N
HATTIESBURG, MS 39403
(601) 544-6511

OTHER UTILITIES
FORREST GENERAL HOSPITAL
6051 US HWY 49
HATTIESBURG, MS 39404
(601) 288-7000

CONSTRUCTION PLANS

FOR

CURED IN PLACE PIPE
SEWER REPAIR
VARIOUS LOCATIONS

FOR THE

CITY OF HATTIESBURG

FORREST & LAMAR COUNTIES
MISSISSIPPI



Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED SEWER STRUCTURES AND PIPE. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

SEPTEMBER 2018

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:

sdw
Engineering Progress

Working No. CVR
Sheet No. SHT
Drawing No.: DRAWING#

GEODETTIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:

SITE 1
LATITUDE: N 31°19'42.9"
LONGITUDE: W 89°19'31.9"

SITE 2
LATITUDE: N 31°19'42.5"
LONGITUDE: W 89°20'26.7"

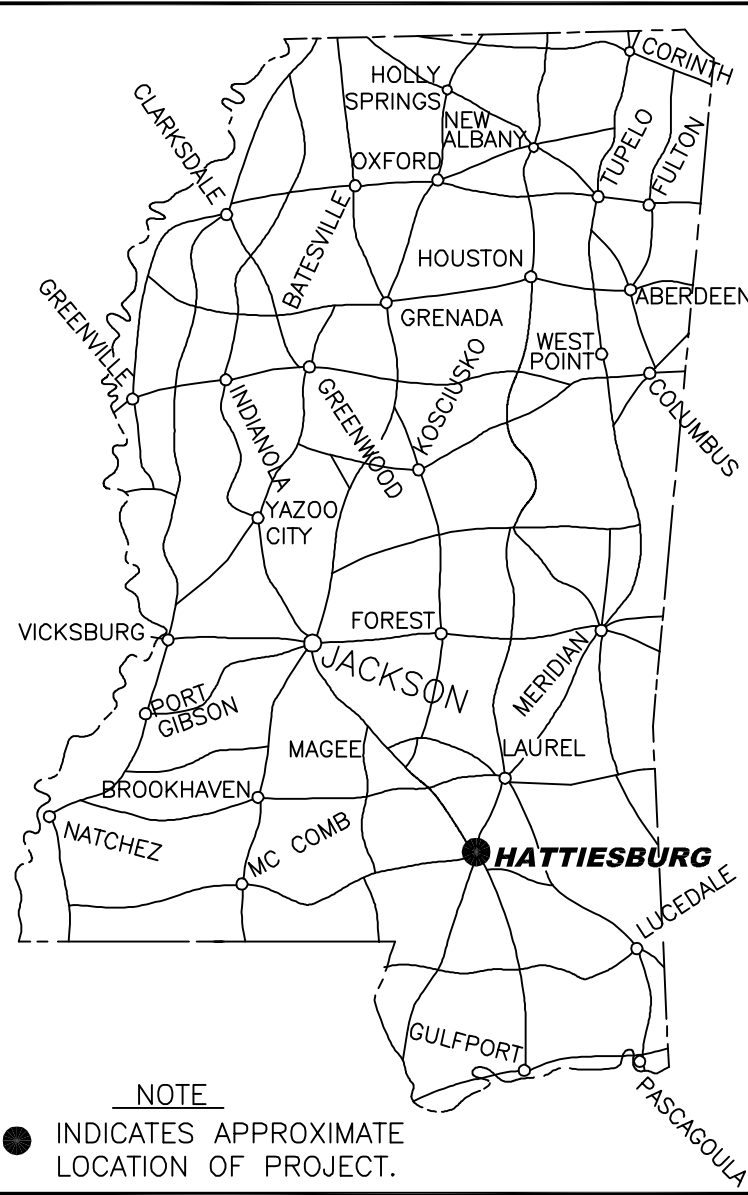
SITE 3
LATITUDE: N 31°18'30.6"
LONGITUDE: W 89°21'05.4"

SITE 4
LATITUDE: N 31°18'39.4"
LONGITUDE: W 89°19'52.1"

SITE 5
LATITUDE: N 31°19'28.5"
LONGITUDE: W 89°18'53.7"

SITE 6
LATITUDE: N 31°18'41.5"
LONGITUDE: W 89°17'35.3"

SITE 7
LATITUDE: N 31°19'48.6"
LONGITUDE: W 89°20'43.8"



DETAILED INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	VM	VICINITY MAP & LEGENDS
3	GN1	GENERAL NOTES
4	SP1	CIPP SITE PLANS - SITES 1 & 2
5	SP2	CIPP SITE PLANS - SITES 3 & 4
6	SP3	CIPP SITE PLANS - SITES 5, 6 & 7
7	SSD1	SEWER INSTALLATION DETAILS
8	ECD-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
9	ECD-2	DETAILS OF SEDIMENT BARRIER APPLICATIONS
10	ECD-3	DETAILS OF SILT FENCE INSTALLATION
11	ECD-4	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
12	ECD-6	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
13	ECD-20	DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK
6145	DT-1	DETAIL OD TYPICAL DITCH TREATMENTS
6250	TCP-1	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
6259	TCP-10	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS



NO.	DATE	DESCRIPTION	BY

RANGE 14 WEST

RANGE 13 WEST

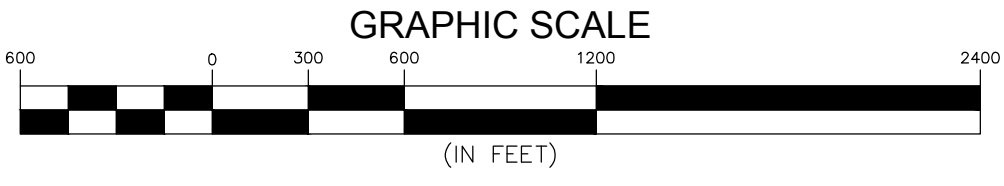


ABBREVIATIONS LEGEND:

- CIPP — CURED IN PLACE PIPE
- INC — INCOMPLETE
- INFO — INFORMATION
- LEN — LENGTH
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- MH — MANHOLE
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- W/ — WITH

LEGEND

- SAN SWR MAIN CIPP & SERVICE LATERALS' CIPP (REQ'D)
- SAN SWR MAIN W/ CIPP SERVICES (SERVICES ONLY) (REQ'D)
- SAN SWR CIPP SERVICE LATERALS (REQ'D)
- SAN SWR MANHOLE W/ NUMBER DESIGNATION (EXIST)
- SAN SWR MANHOLE W/ NUMBER DESIGNATION & MANHOLE DEPTH (EXIST)
- SAN SWR MAIN (EXIST)



NO.	DATE	DESCRIPTION	BY
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VICINITY MAP & LEGENDS
CURED IN PLACE PIPE SEWER REPAIR
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES, MISSISSIPPI

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com

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Date: 08-15-2018 Working No. VM

Drawing No.: 11256 Sheet No. 2

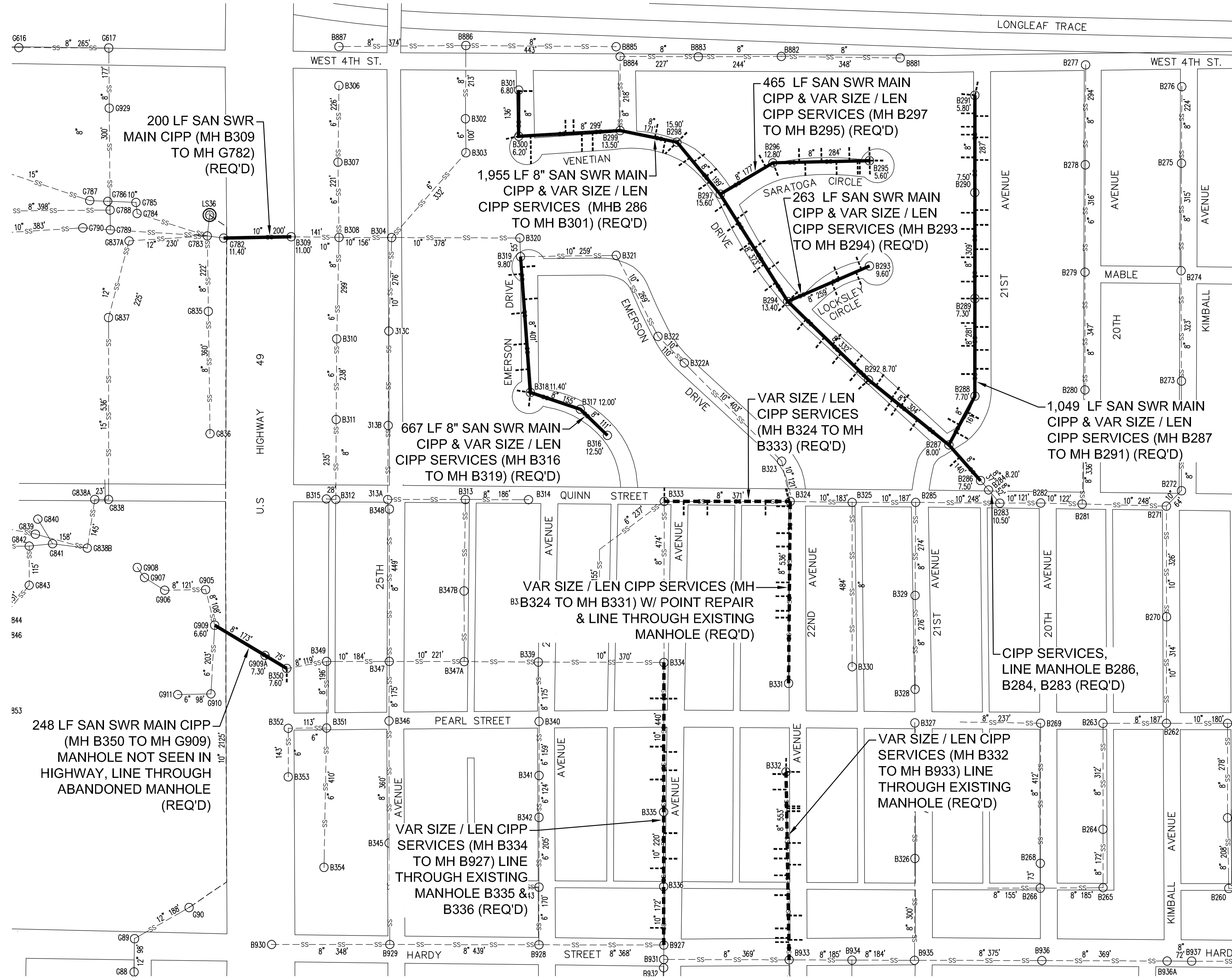
GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF CONSTRUCTION PLANS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, LAMAR COUNTY AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE IN THE PROJECT SPECIFICATIONS. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPE LAYING OPERATION. (NO SEPARATE PAY).
- PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
- MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.

SEWER NOTES:

- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
- WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT.
 - ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
 - FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
 - THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
 - THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, TEE'S, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER FITTINGS NECESSARY TO MAKE THE CONNECTION SHALL BE PAID PER EACH CONNECTION. SERVICE LINE SHALL BE PAID BY LINEAR FOOT.
 - CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND CHANGE IN GRADE, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
 - SERVICE CONNECTIONS NOTED ON THESE PLANS ARE LOCATED BASED ON FIELD EVIDENCE, INSPECTION REPORTS AND OTHER INFORMATION THAT IS AVAILABLE TO THE ENGINEER. THE LOCATION OF ANY SERVICE NOTED AS "FIELD VERIFY" IS QUESTIONABLE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION OF THE MAIN LINE.
- ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECTED, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER.
- ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
- POINT REPAIRS SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER (PAID PER EACH).
- POINT REPAIRS SHALL BE ESTIMATED AT 10 FEET IN LENGTH BASED ON DEPTH OF LINE AT SEWER FLOW LINE AT DOWNSTREAM REPAIR LOCATION.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
CURED IN PLACE PIPE SEWER REPAIR			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\BT		Checked by: KW	Scale: AS NOTED
Date: 08-15-2018		Working No. _ GN1 _	
Drawing No.: 11256		Sheet No. _ 3 _	



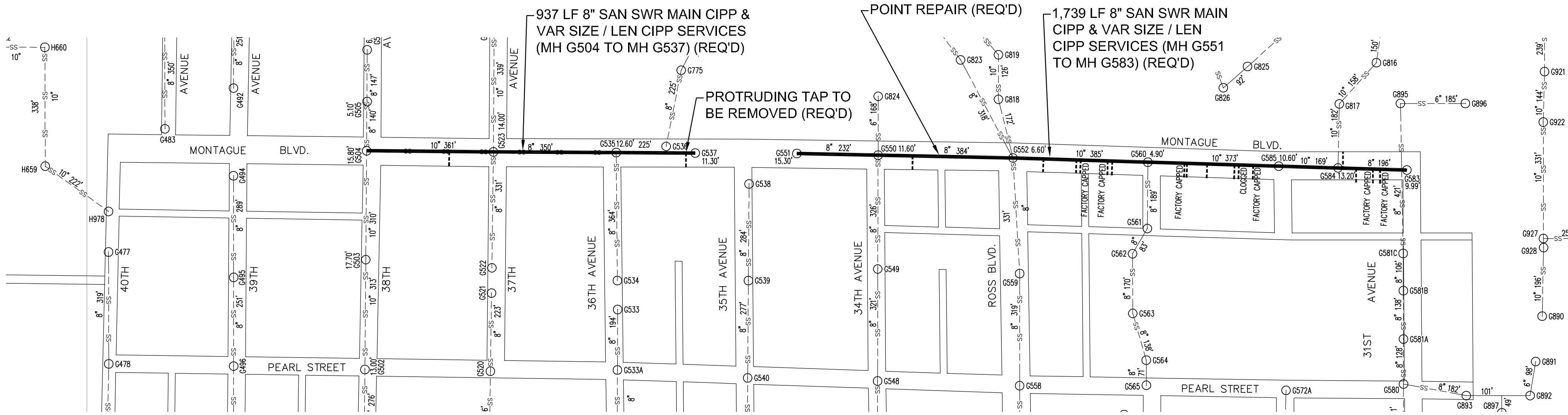
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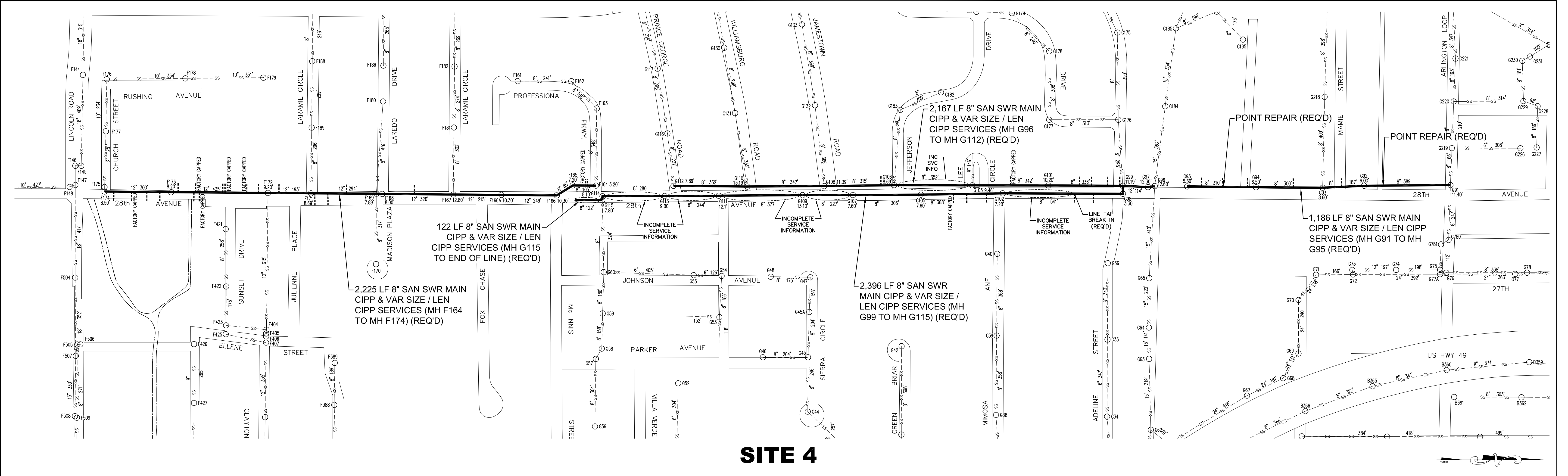
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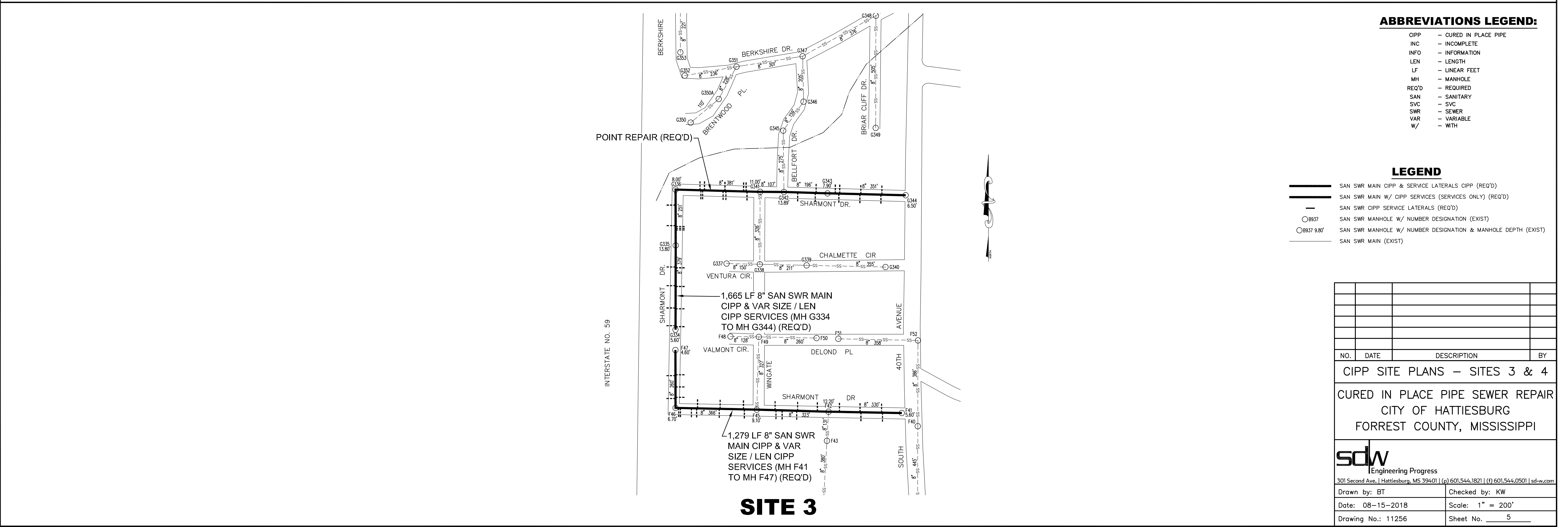
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CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 08-15-2018	Scale: 1" = 200'		
Drawing No.: 11256	Sheet No. 4		

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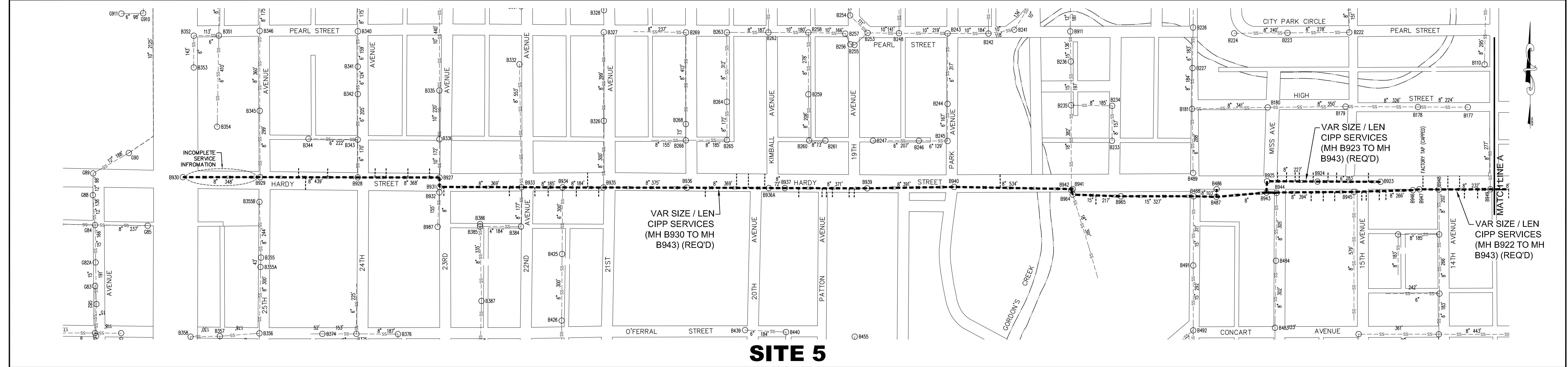
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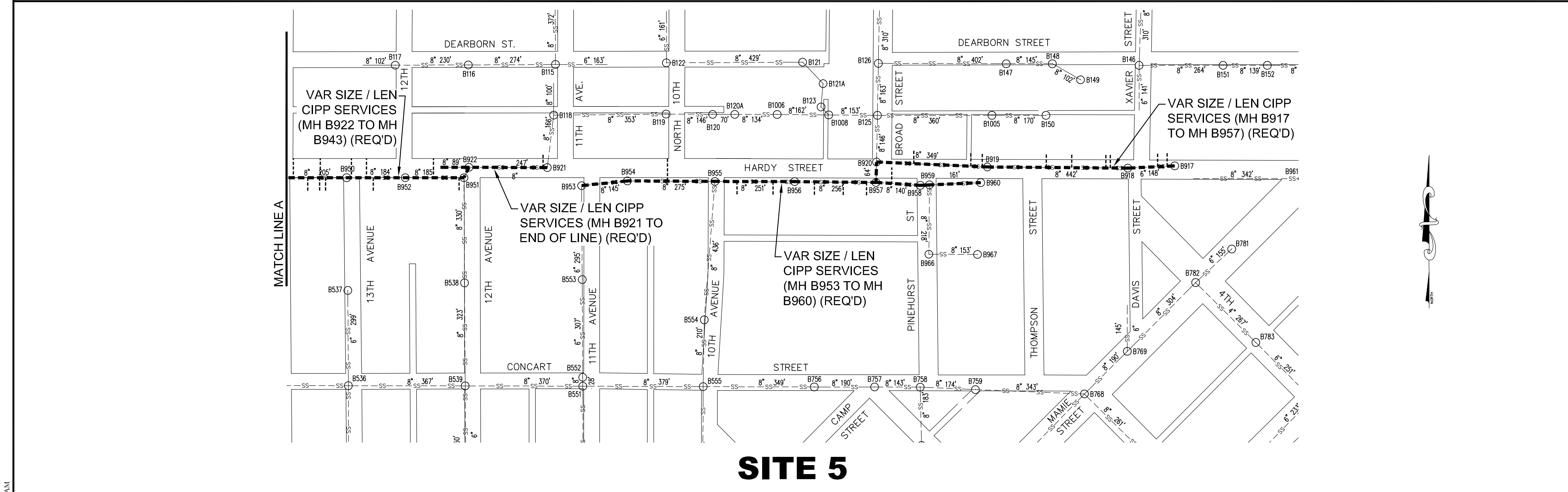
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NO.	DATE	DESCRIPTION	BY
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CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
Engineering Progress			
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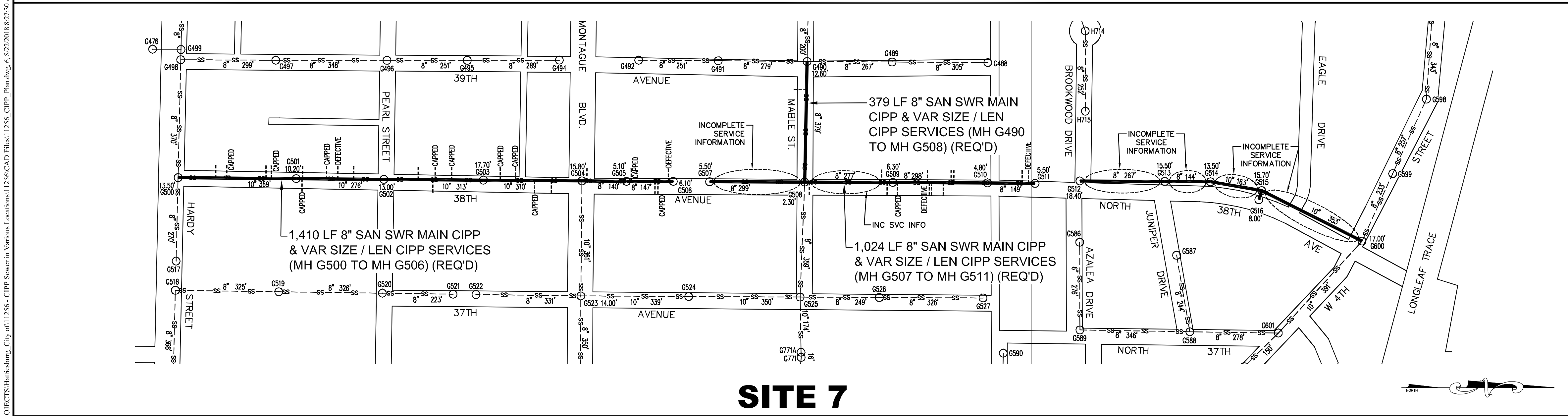
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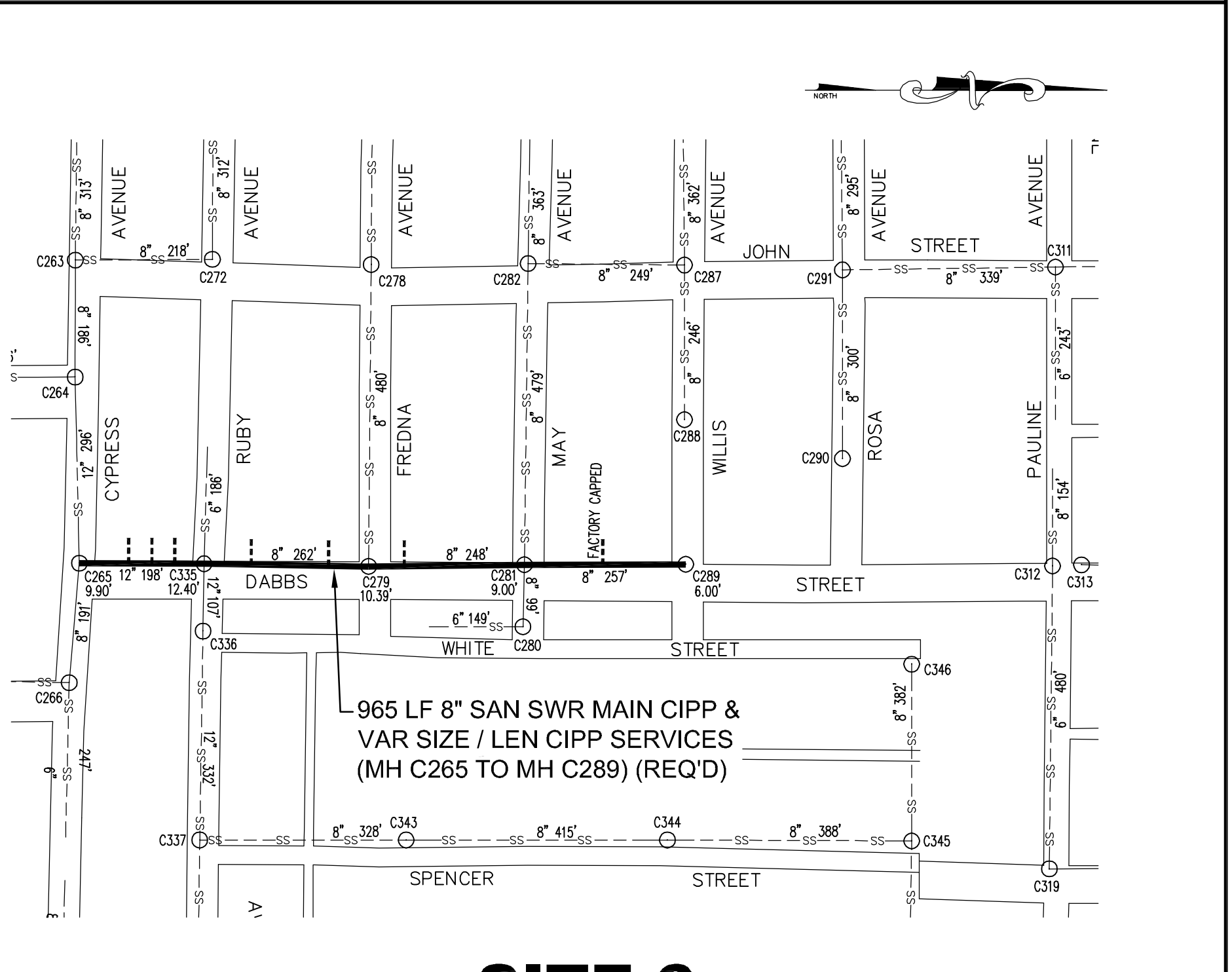
SITE 5



SITE 5



SITE 7



SITE 6

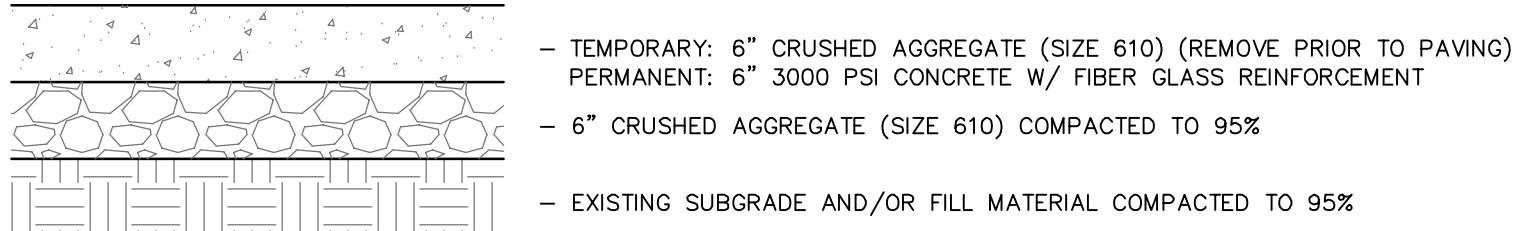
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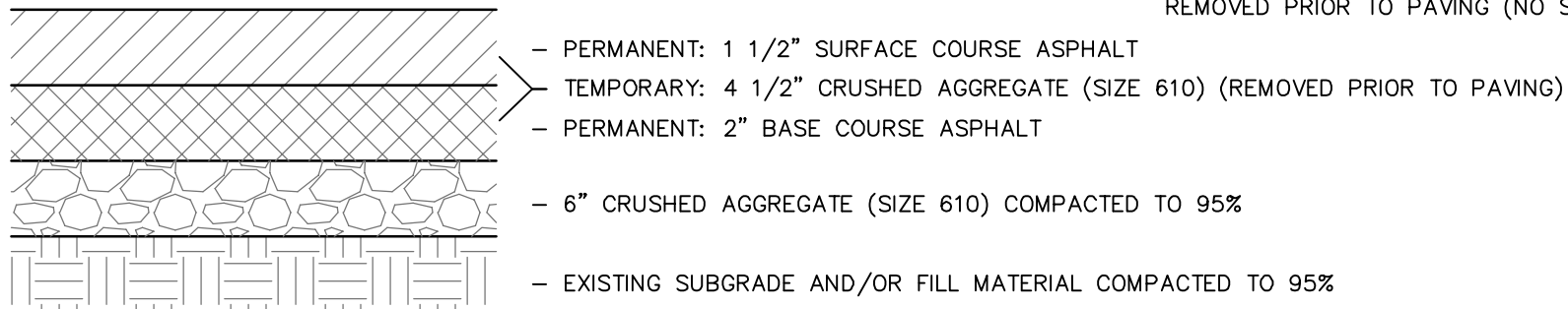
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- SAN SWR MAIN CIPP & SERVICE LATERALS CIPP (REQ'D)
- SAN SWR MAIN W/ CIPP SERVICES (SERVICES ONLY) (REQ'D)
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- SAN SWR MAIN (EXIST)

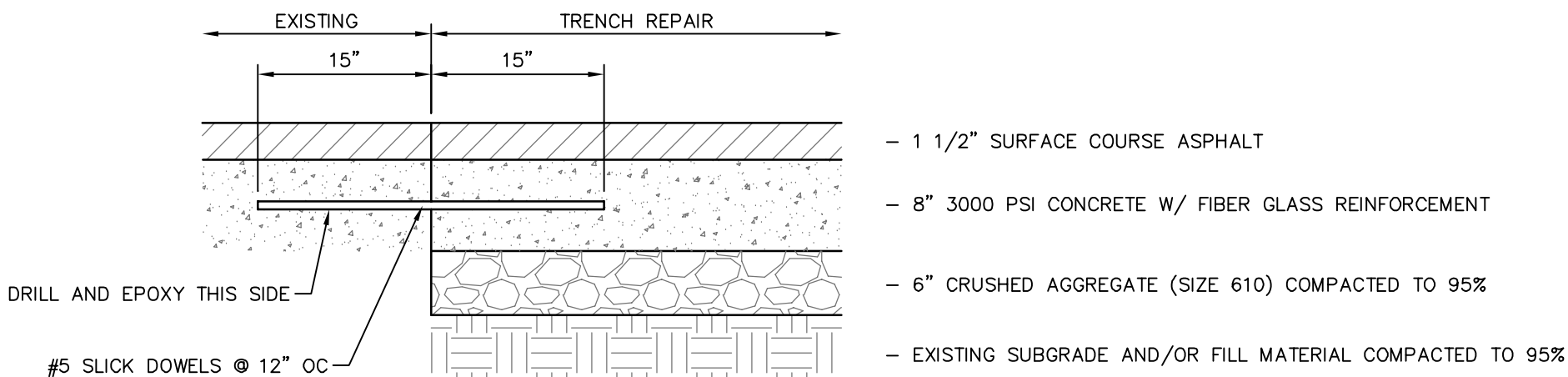
NO.	DATE	DESCRIPTION	BY
CIPP SITE PLANS – SITES 5, 6 & 7			
CURED IN PLACE PIPE SEWER REPAIR			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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Date: 08-15-2018		Scale: 1" = 200'	
Drawing No.: 11256		Sheet No. 6	



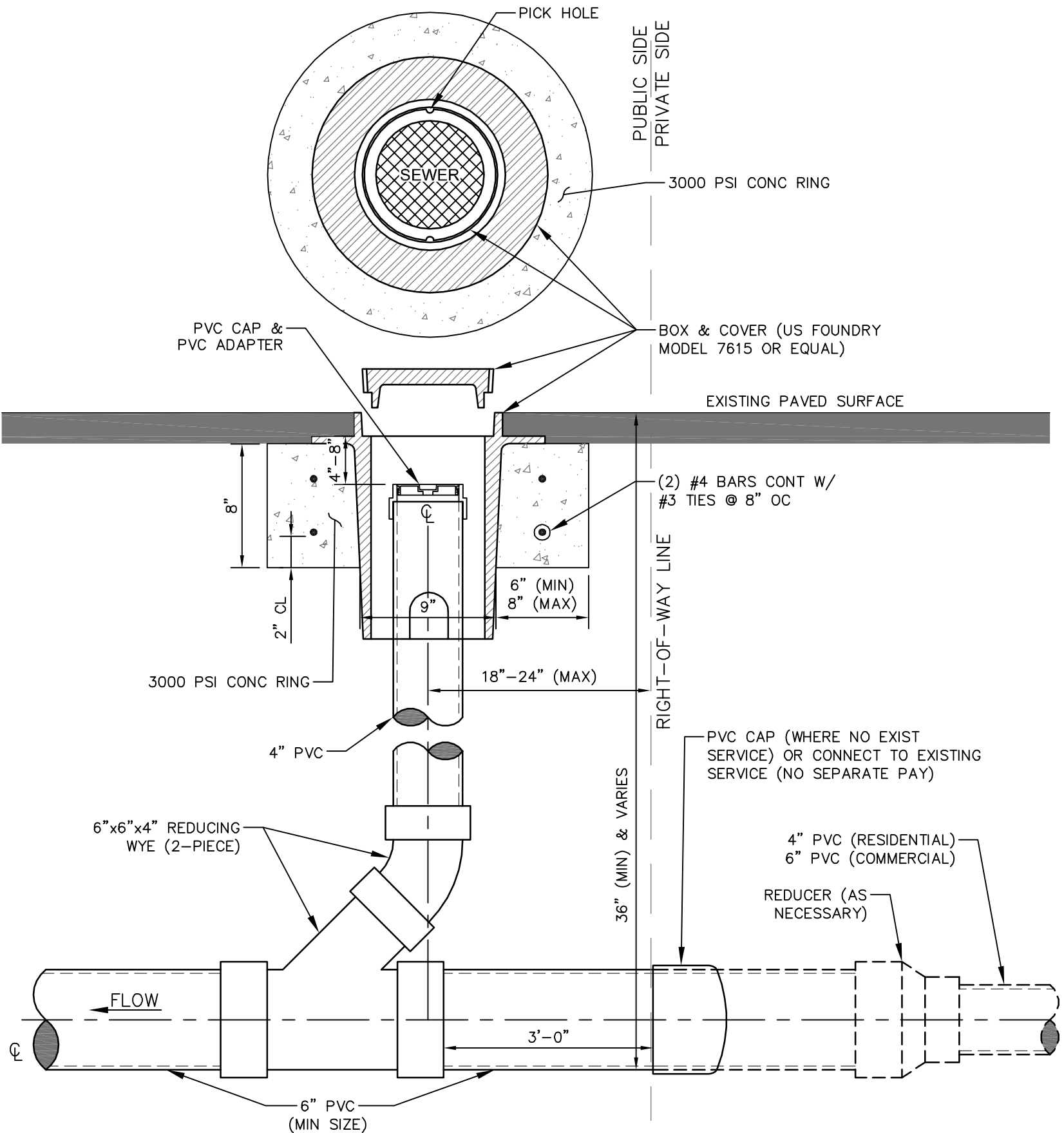
TYPICAL CONCRETE PAVEMENT REPAIR



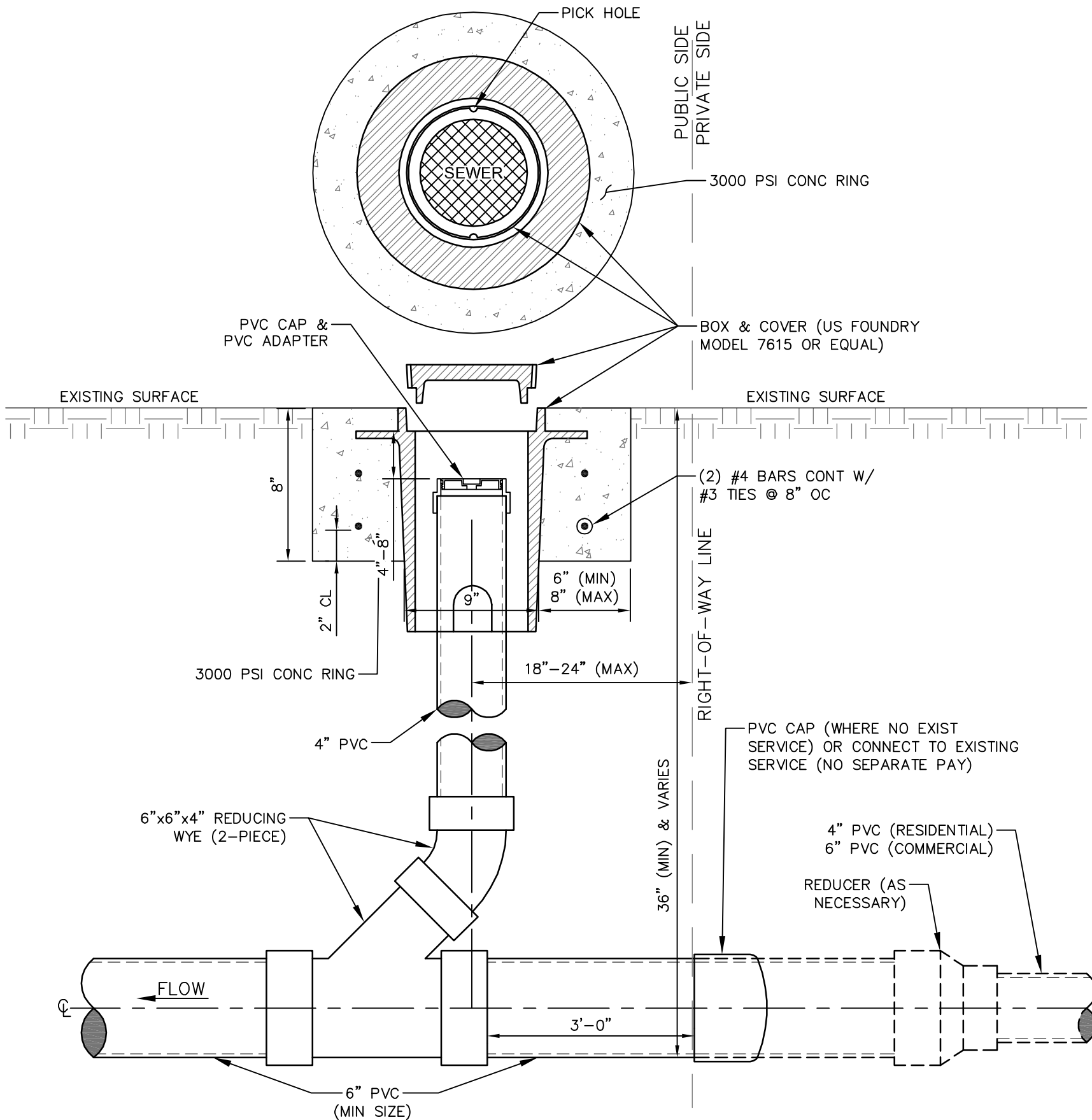
TYPICAL ASPHALT PAVEMENT REPAIR



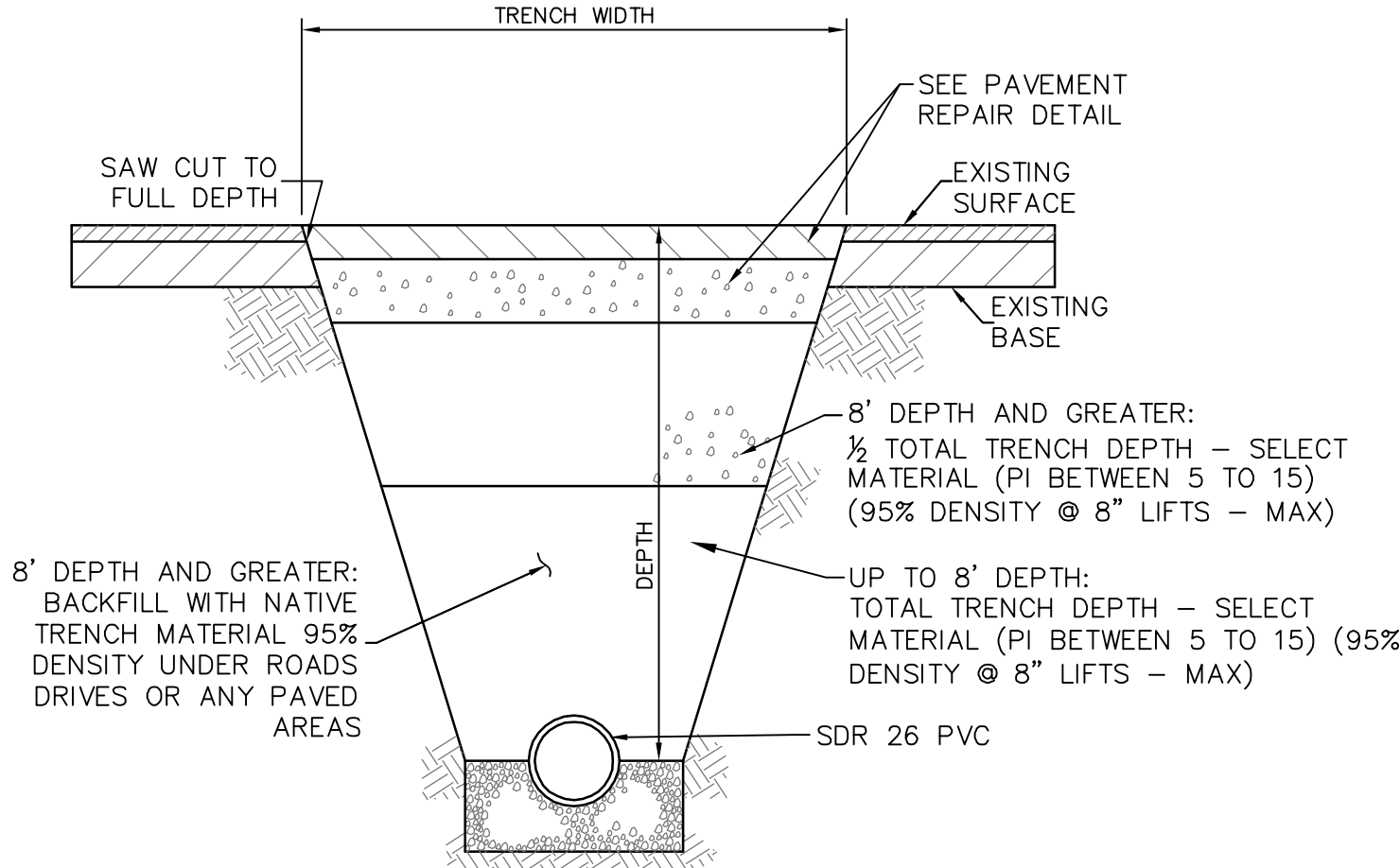
TYPICAL HARDY STREET PAVEMENT REPAIR (IF NEEDED)



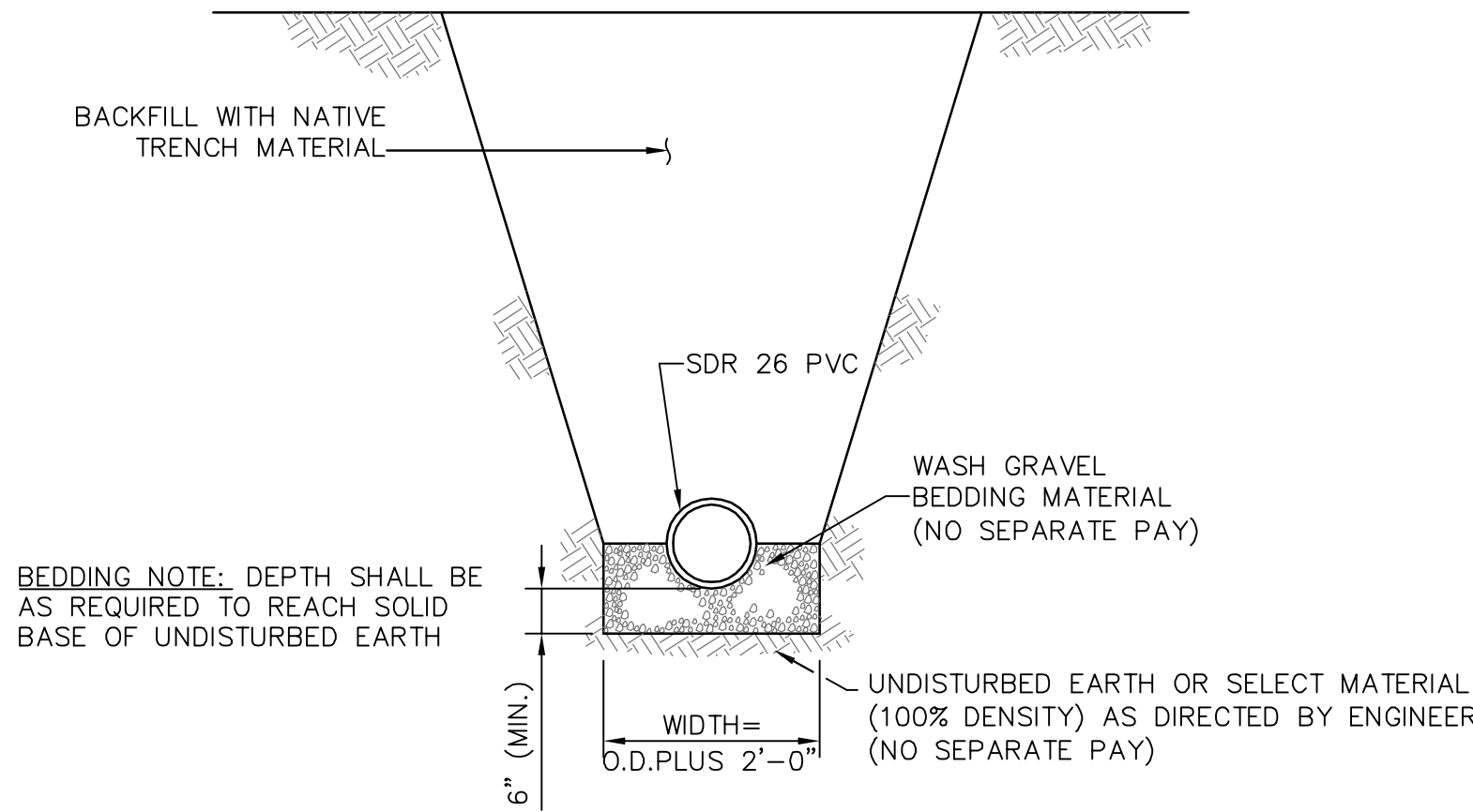
SANITARY SEWER CLEANOUT DETAIL - SECTION VIEW
FOR PAVED AREA



SANITARY SEWER CLEANOUT DETAIL - SECTION VIEW
FOR NON-PAVED AREA



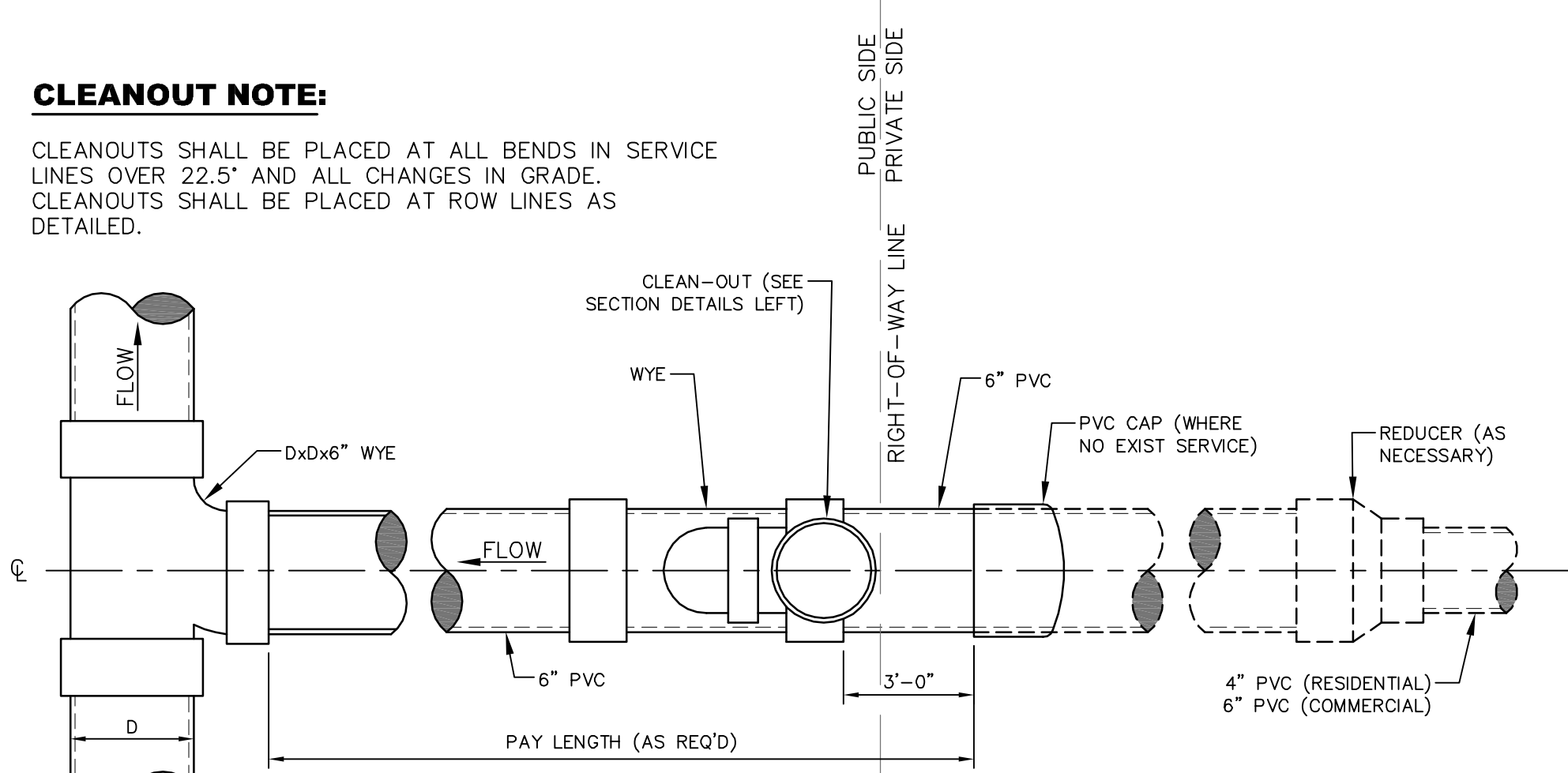
TYPICAL TRENCH IN ROADWAY DETAIL



TYPICAL TRENCH DETAIL

CLEANOUT NOTE:

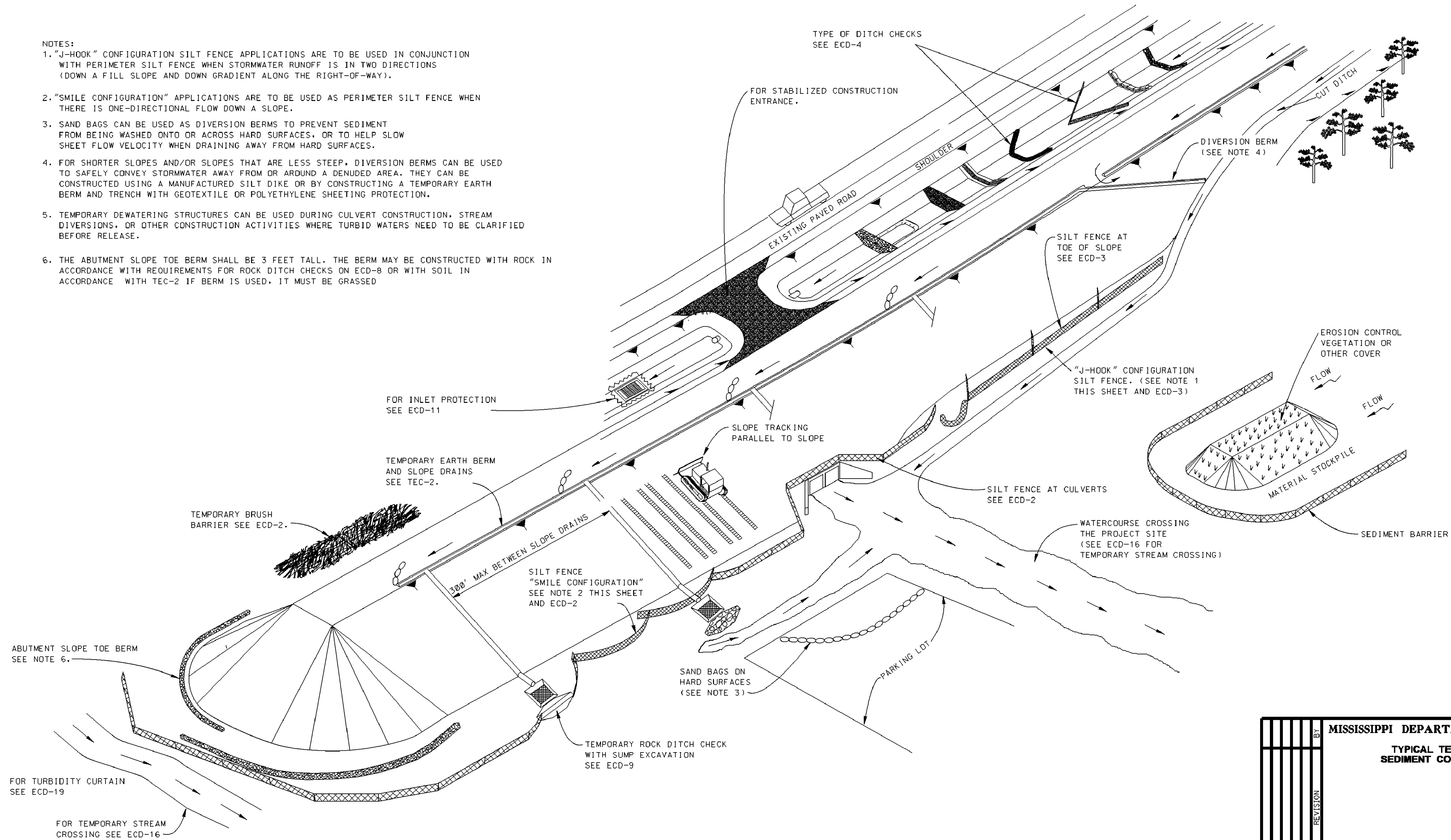
CLEANOUTS SHALL BE PLACED AT ALL BENDS IN SERVICE LINES OVER 22.5' AND ALL CHANGES IN GRADE. CLEANOUTS SHALL BE PLACED AT ROW LINES AS DETAILED.



SERVICE CONNECTION - PLAN VIEW

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
CURED IN PLACE PIPE SEWER REPAIR			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES\BT	Checked by:	KW
Date:	08-15-2018	Working No.:	SSD1
Drawing No.:	11256	Sheet No.:	7

- 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



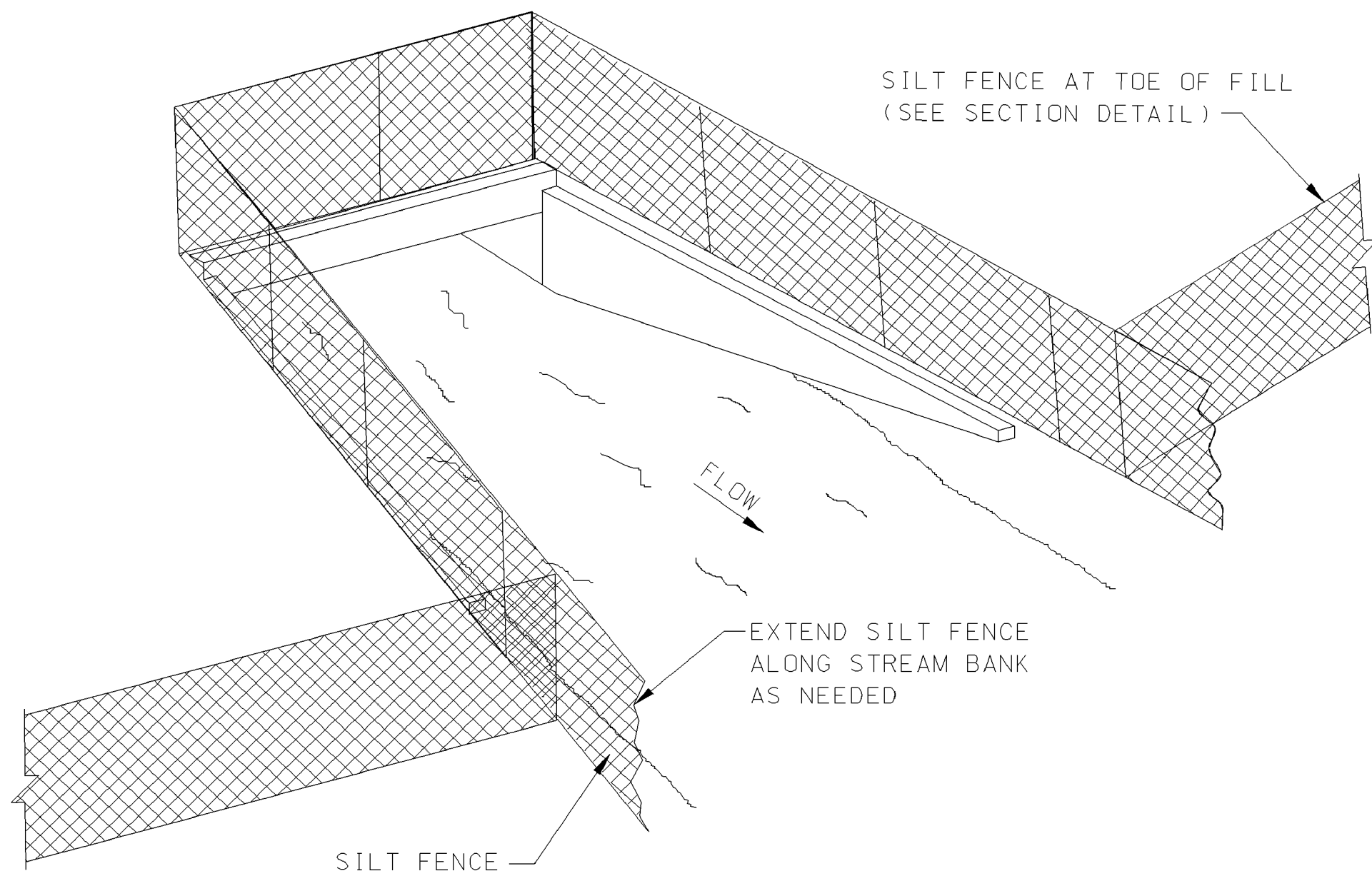
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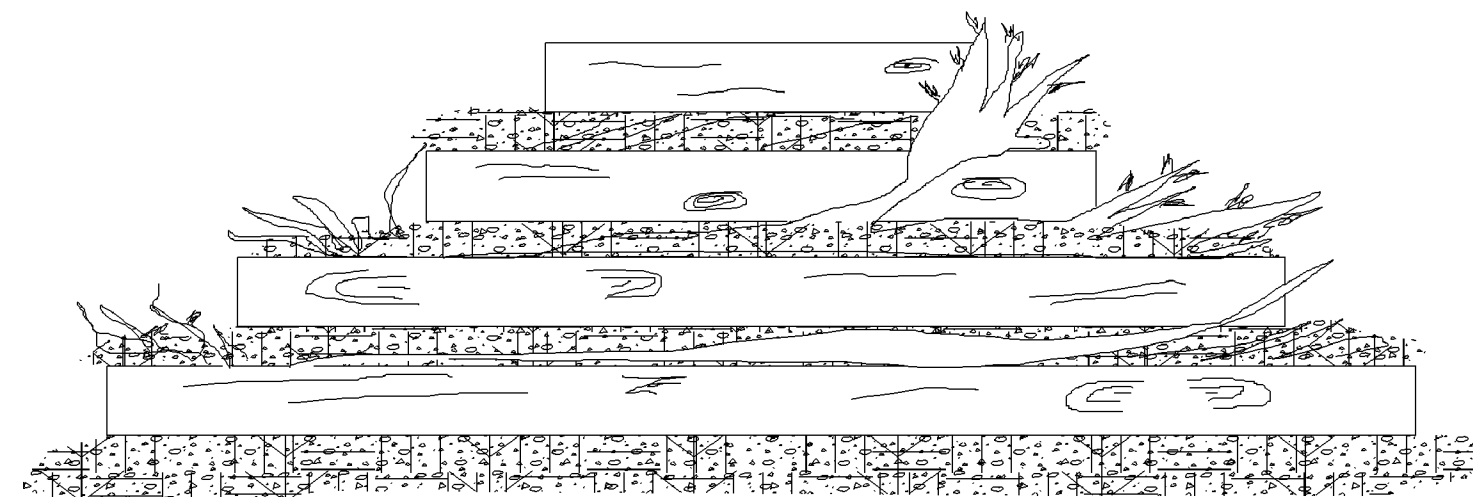
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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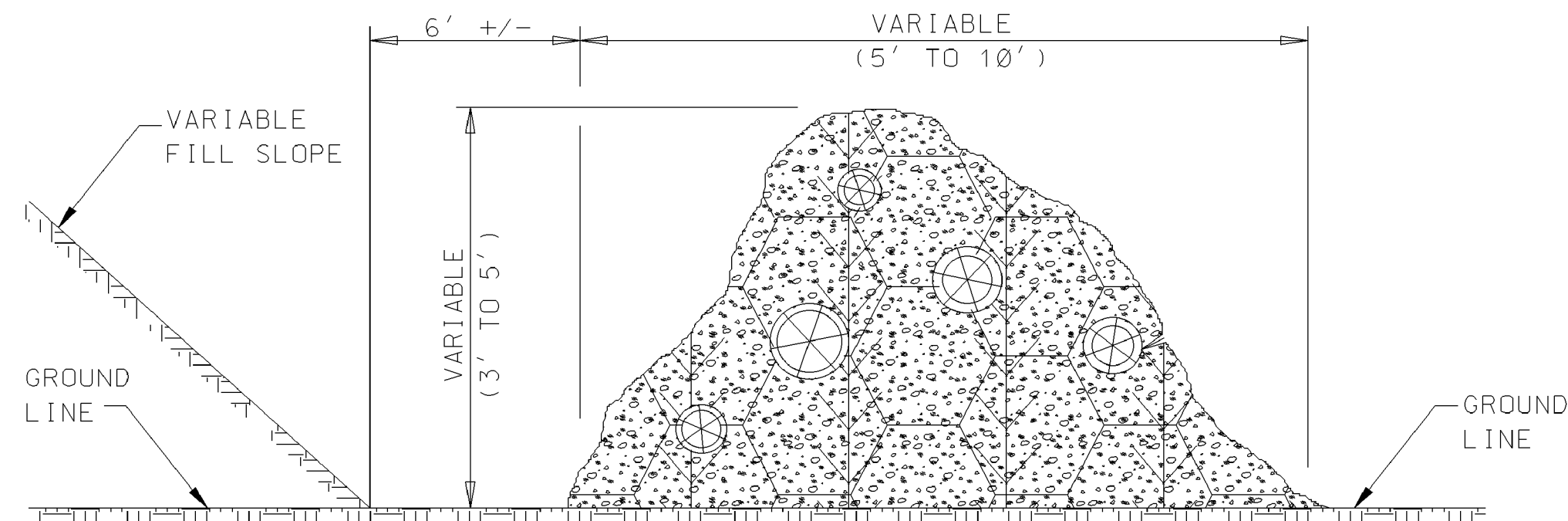
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SEDIMENT BARRIER AT CROSS DRAIN



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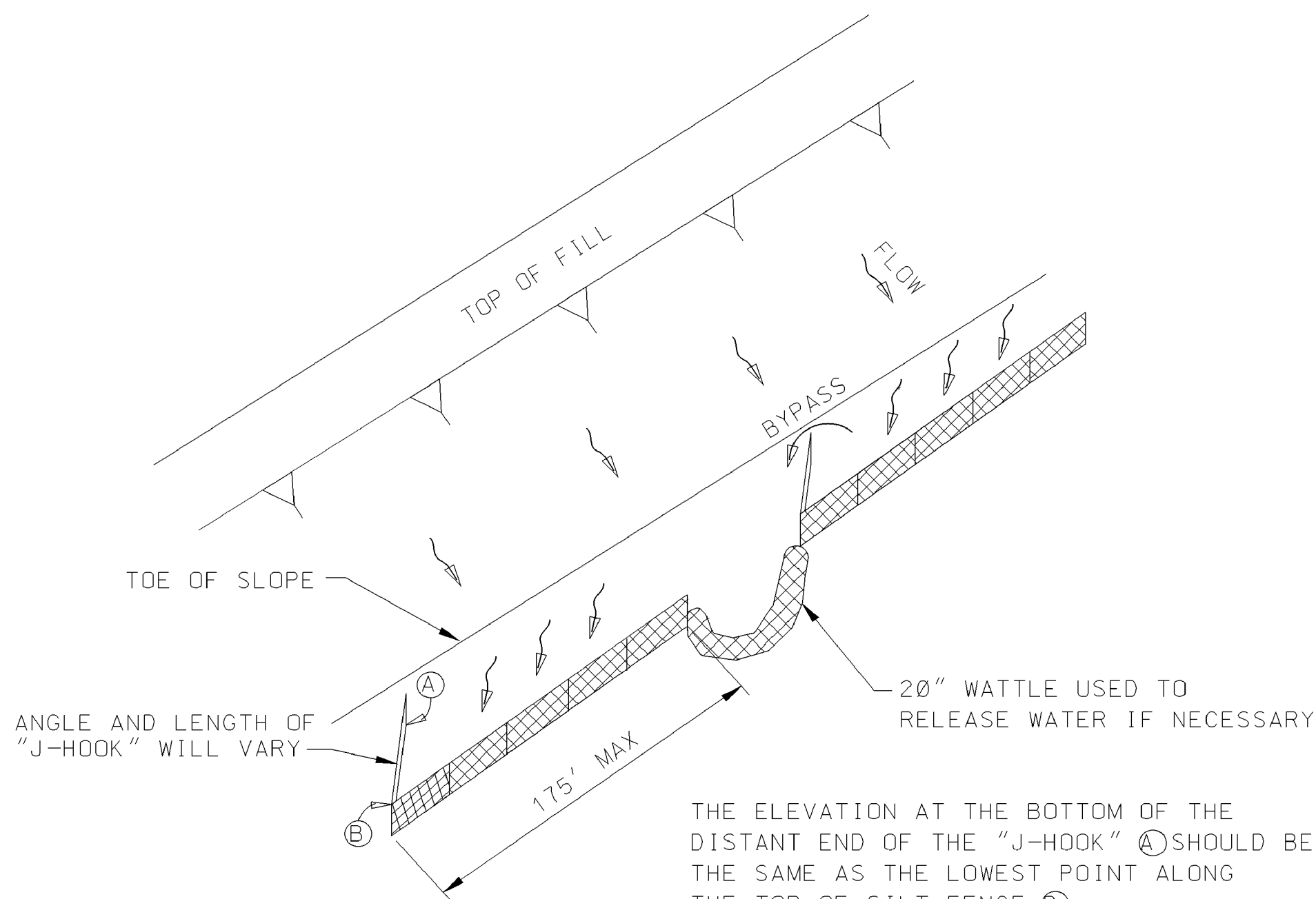
TEMPORARY BRUSH BARRIER

NOTES:

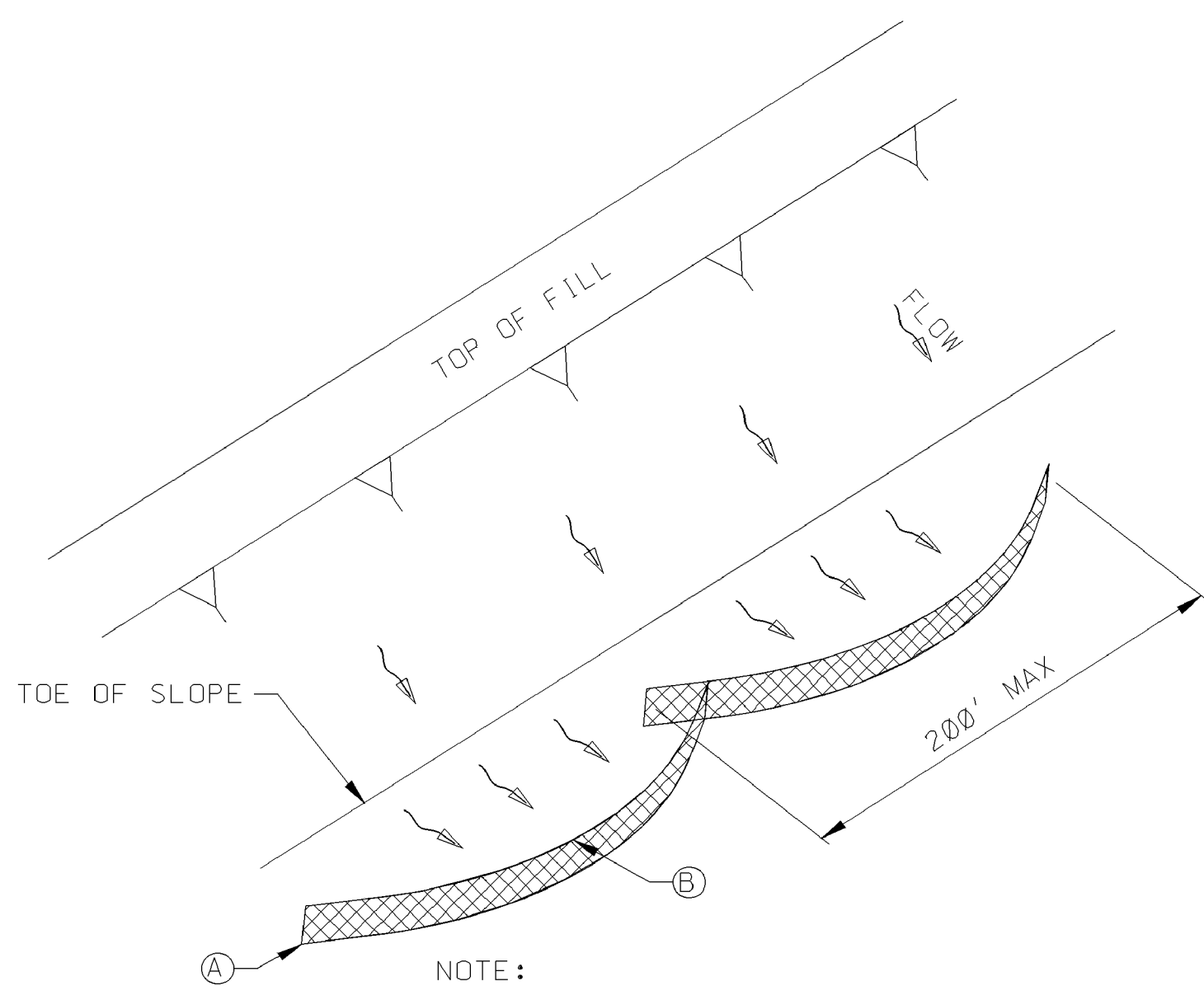
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED 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:

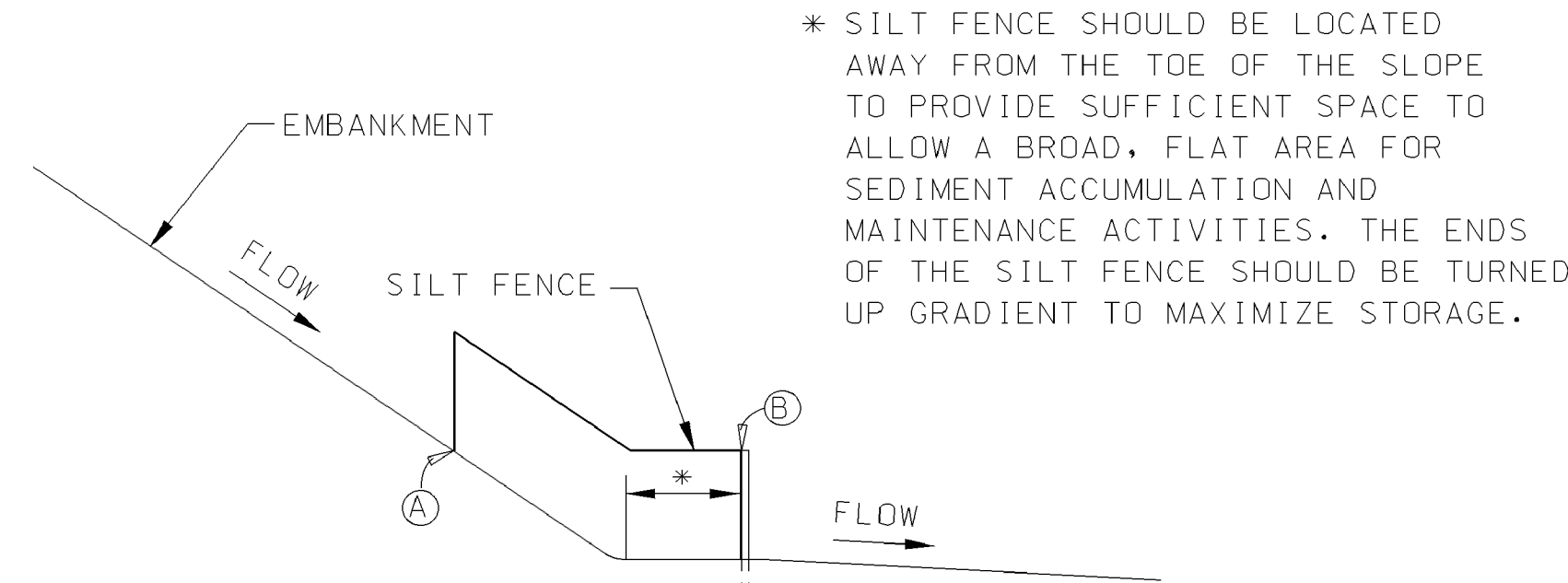
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION

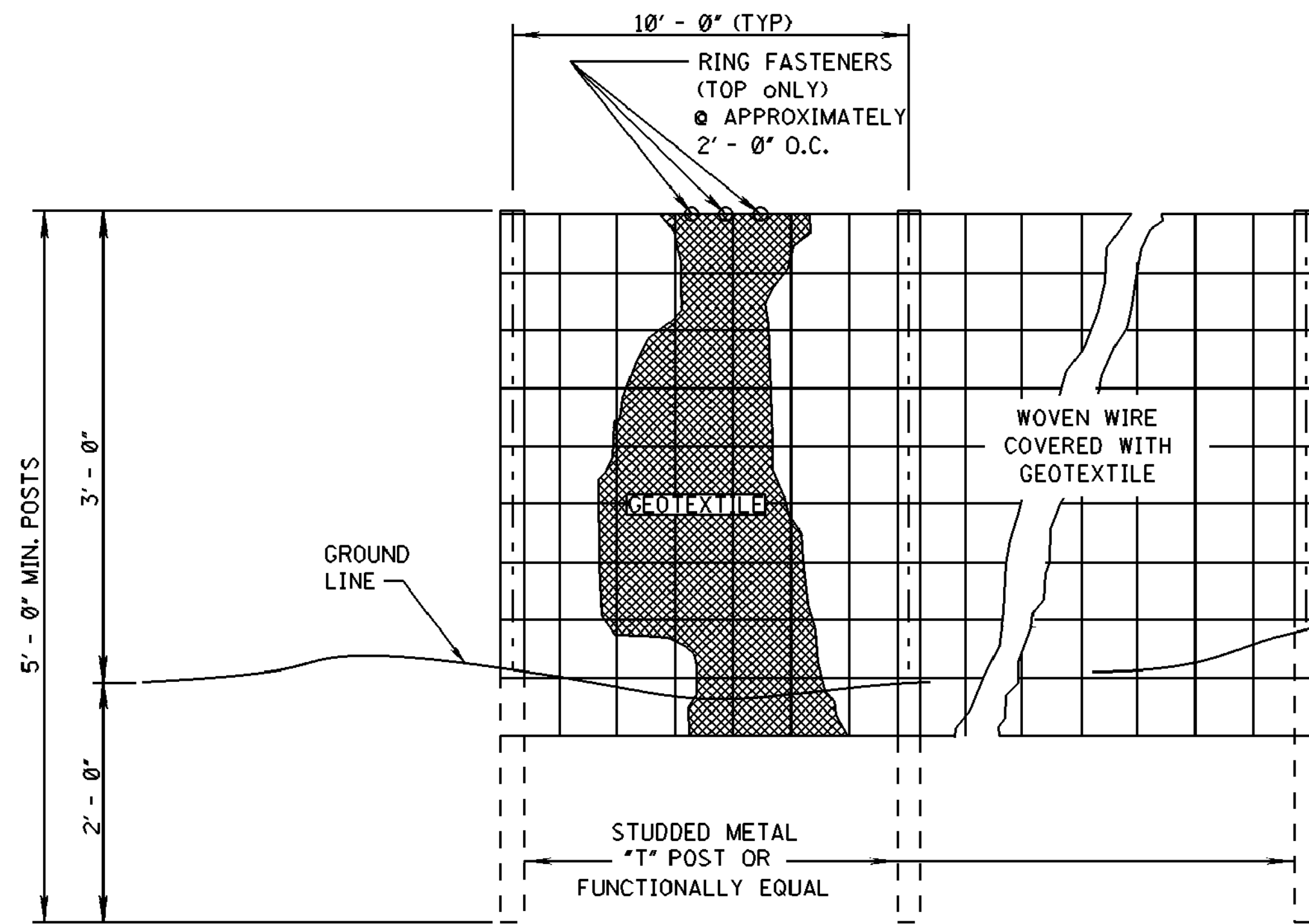


"SMILE-CONFIGURATION" SILT FENCE APPLICATION

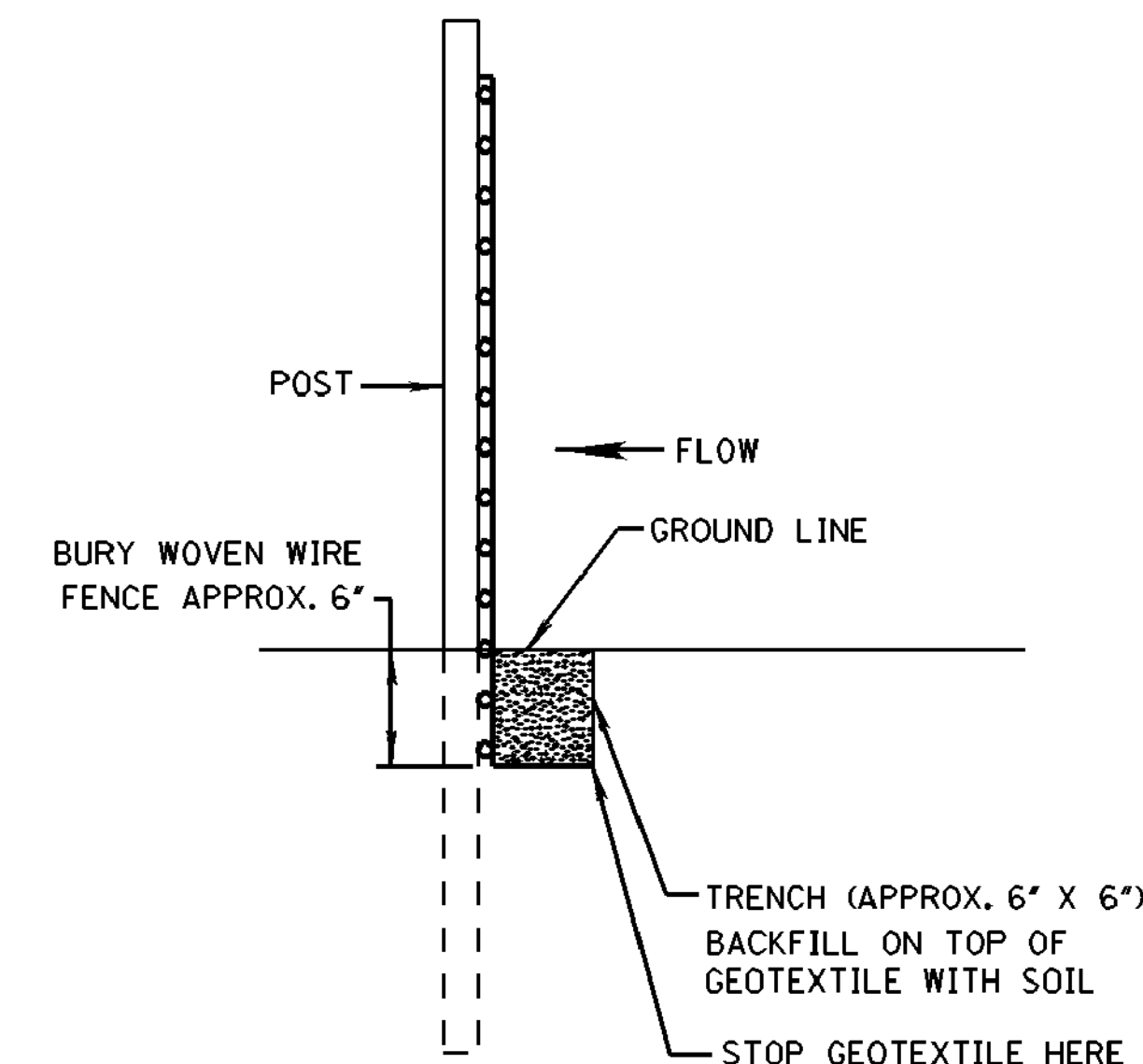


SILT FENCE SECTION AT TOE OF FILL

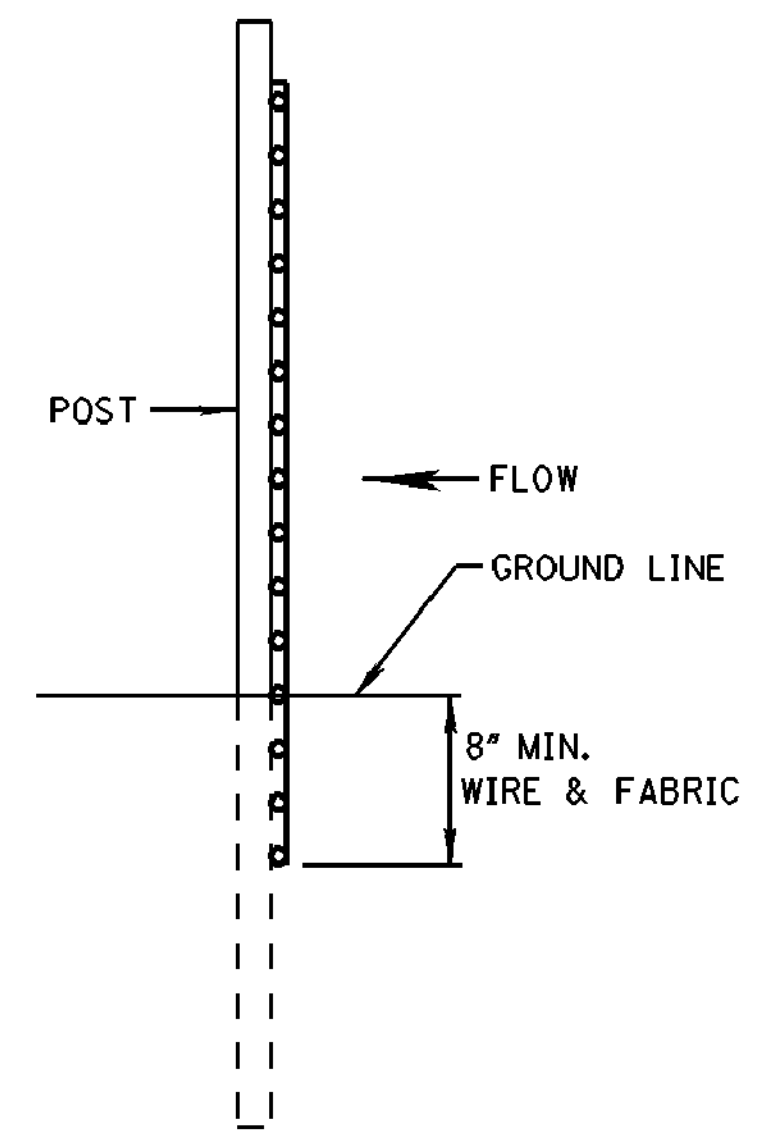
MISSISSIPPI DEPARTMENT OF TRANSPORTATION				WORKING NUMBER
DETAILS OF SEDIMENT BARRIER APPLICATIONS				ECD-2
DATE	FILENAME: EROSION_CONTROL\ECD-2.DGN	SHEET NUMBER		9
DESIGN TEAM	CHECKED	DATE		



ELEVATION VIEW



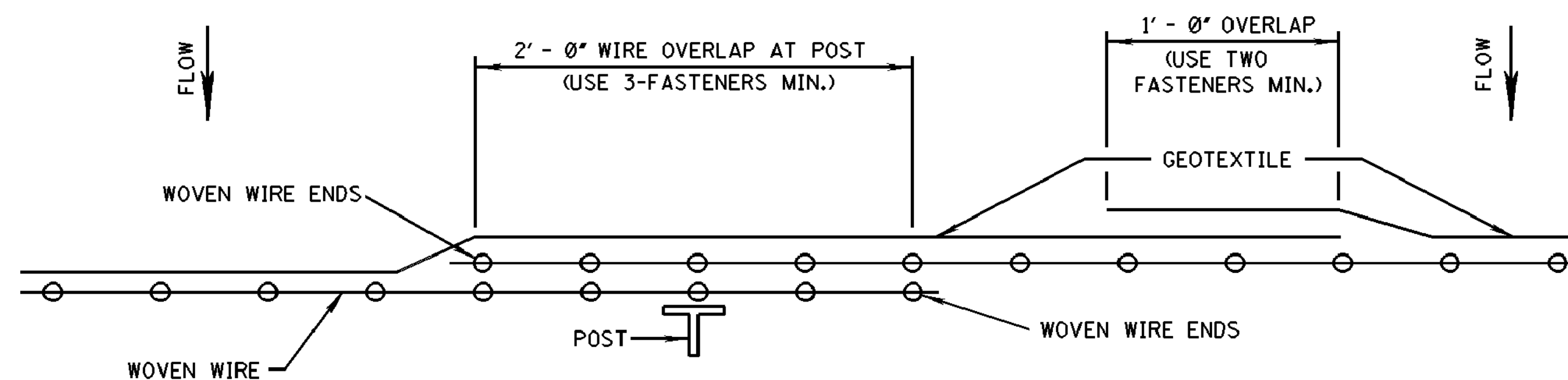
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- 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 ERRECTED 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.



PLAN VIEW
REQUIRED LAPPING

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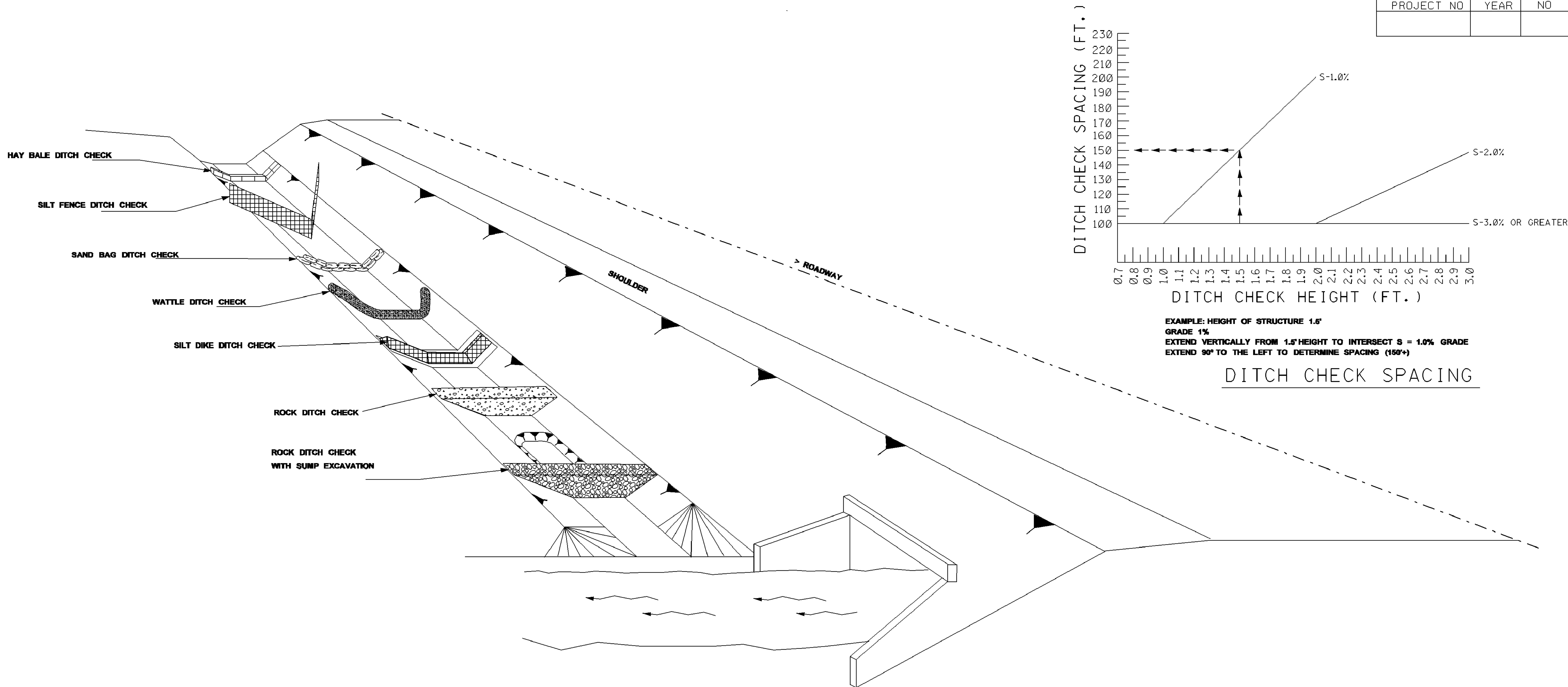
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PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:10 AM ECD-4.DGN

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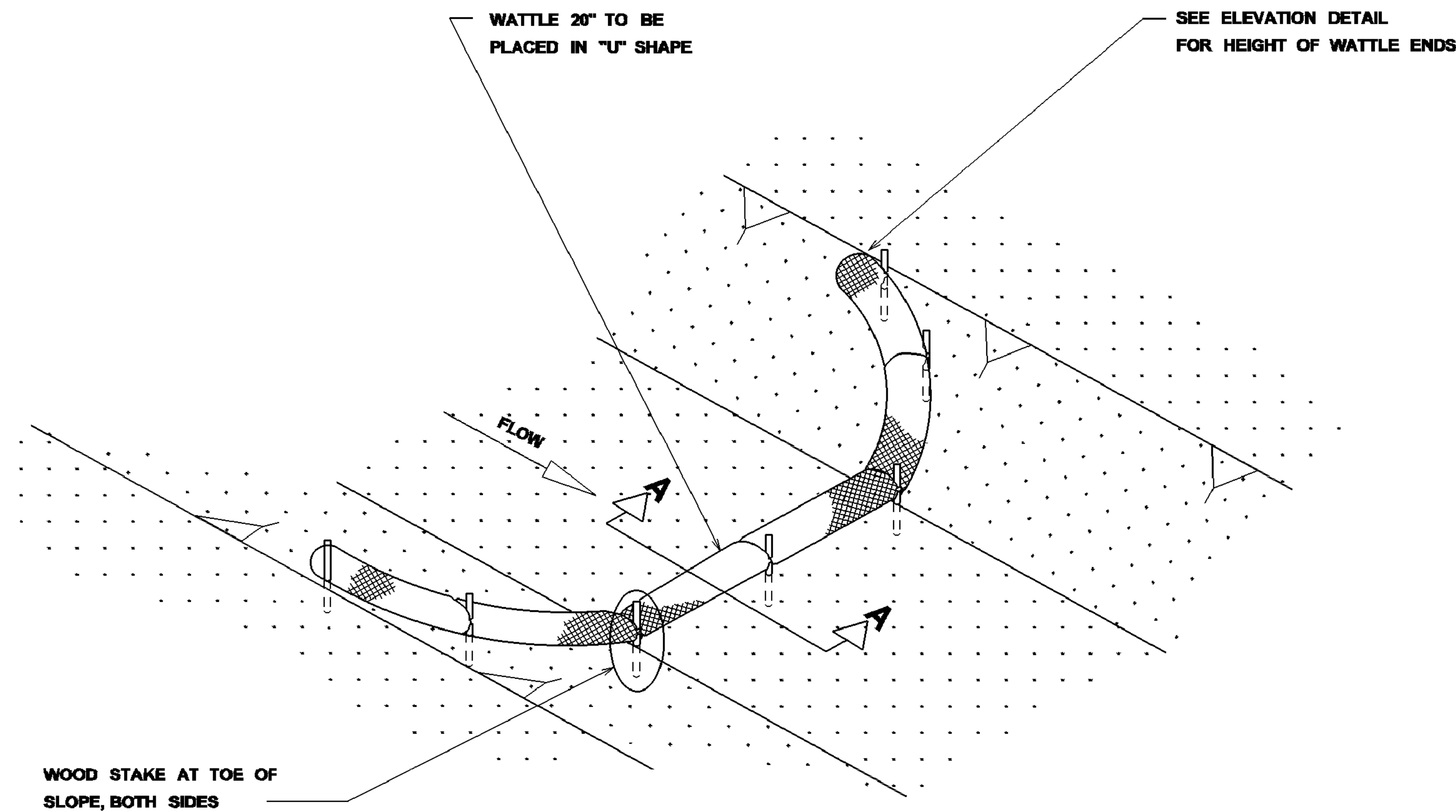
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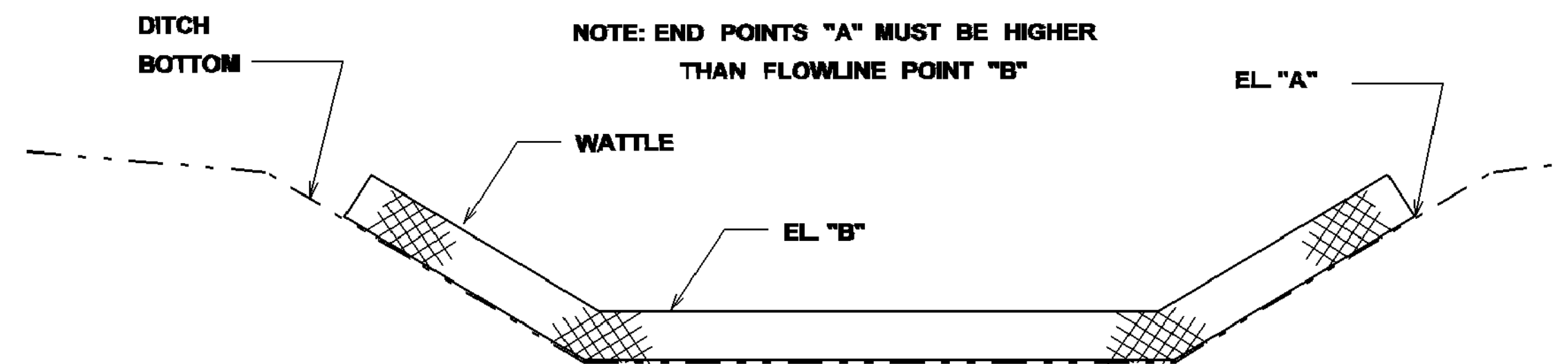
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2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

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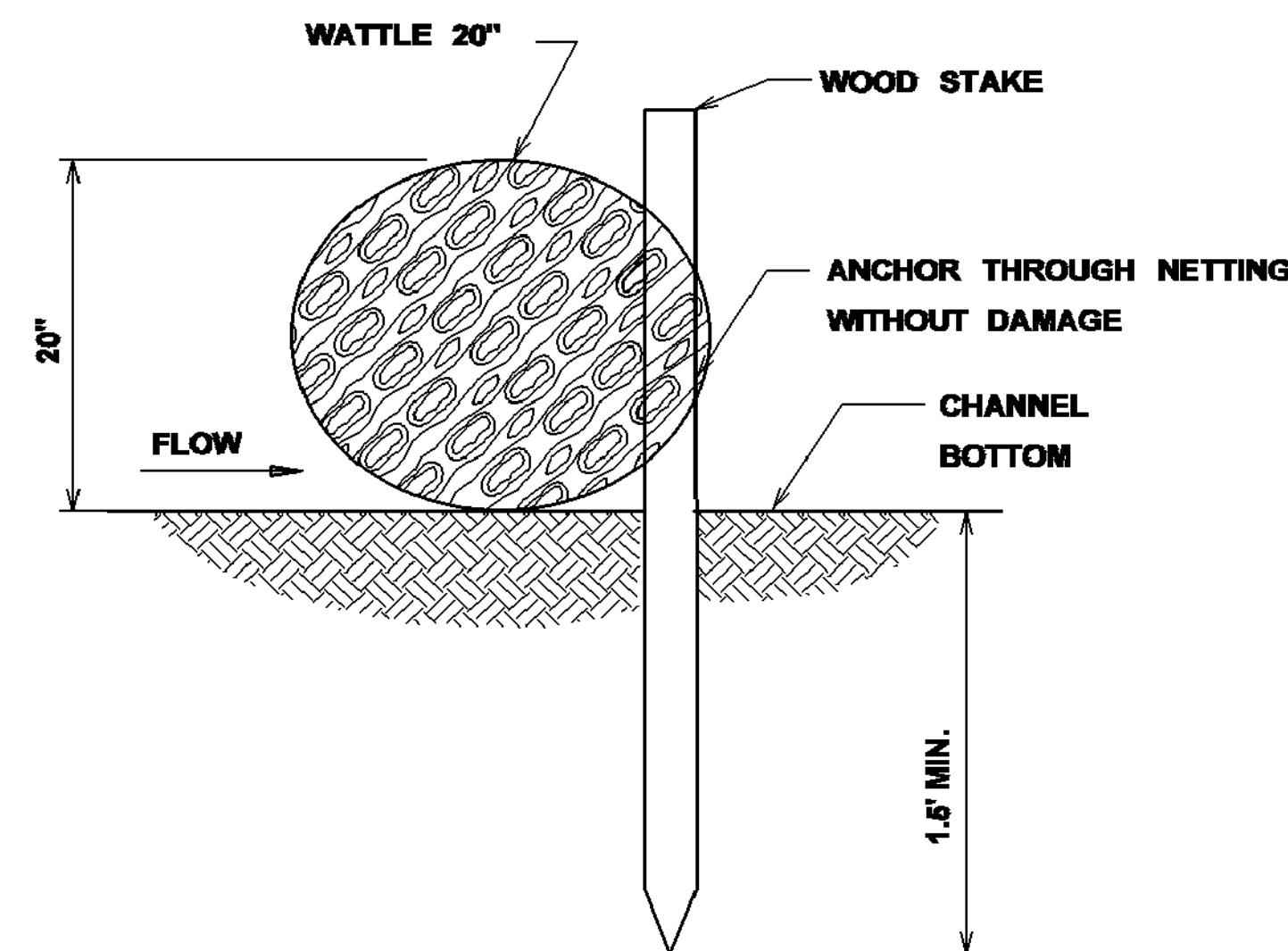
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

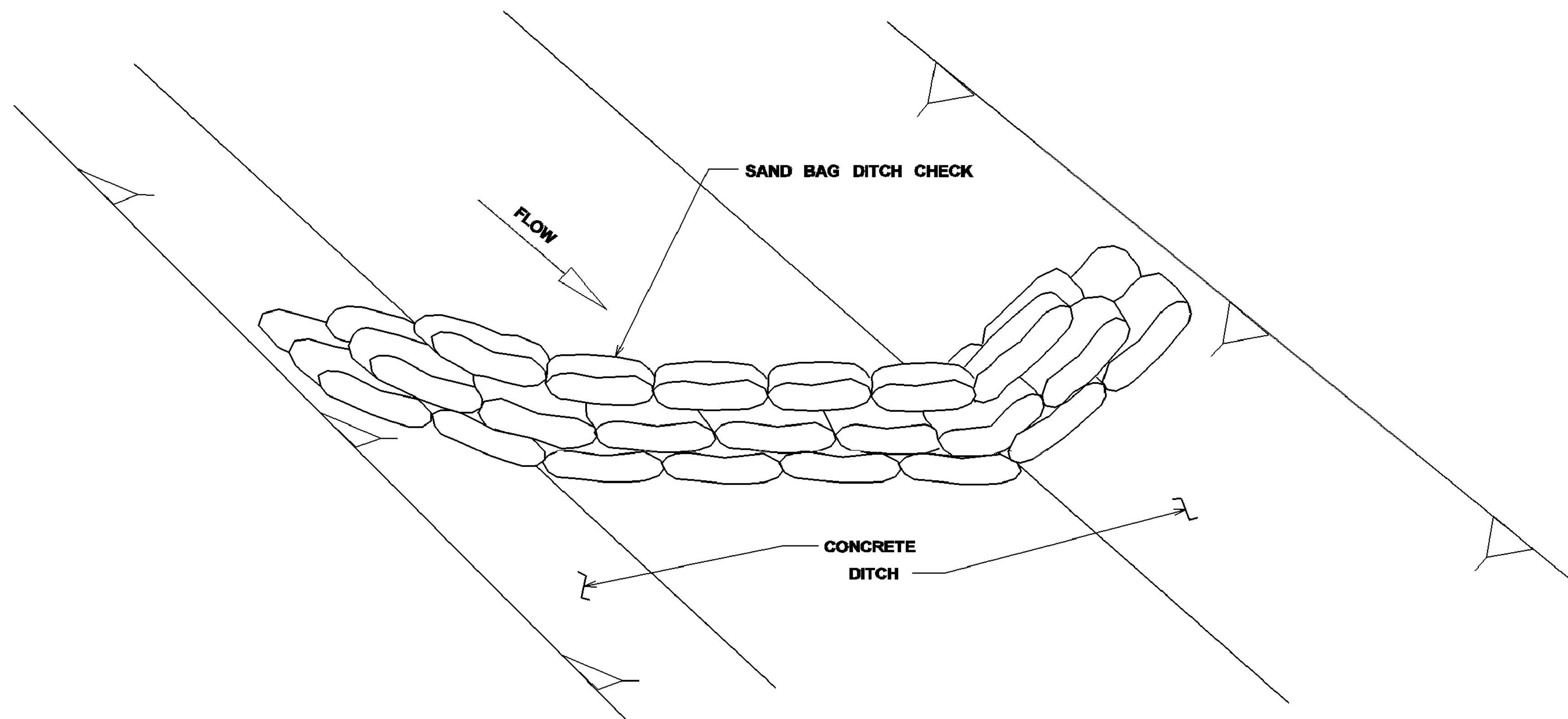


SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
WATTLE DITCH CHECK	
DATE	FILENAME: EROSION CONTROL/ECD-6.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER	ECD-6
SHEET NUMBER	12



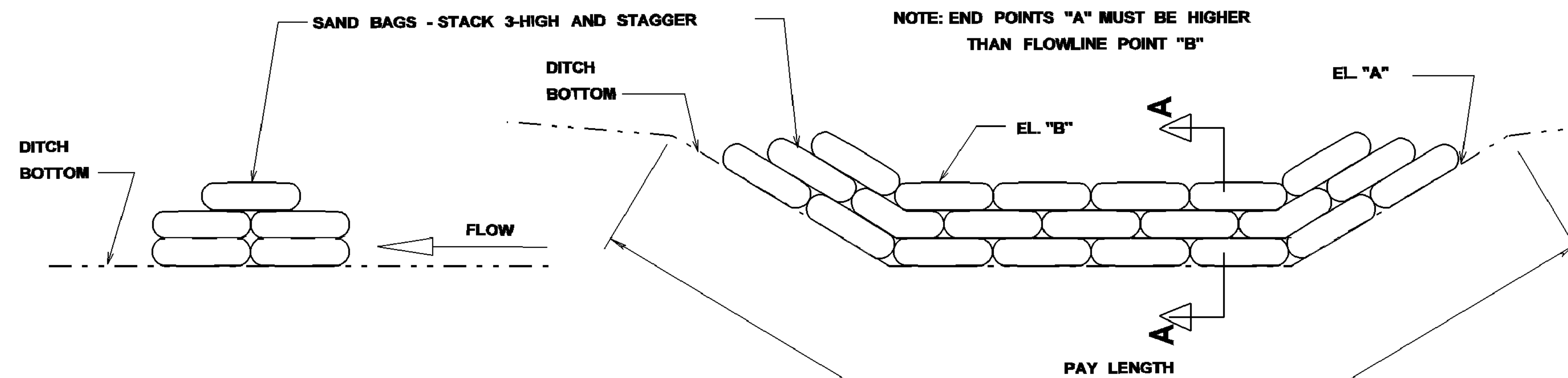
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

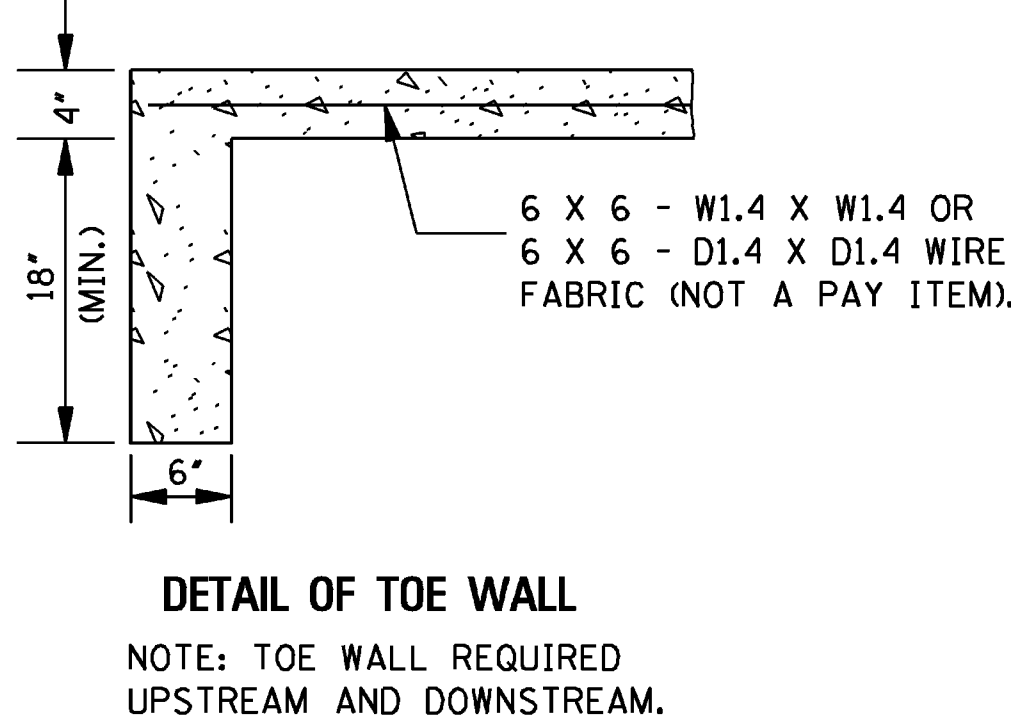
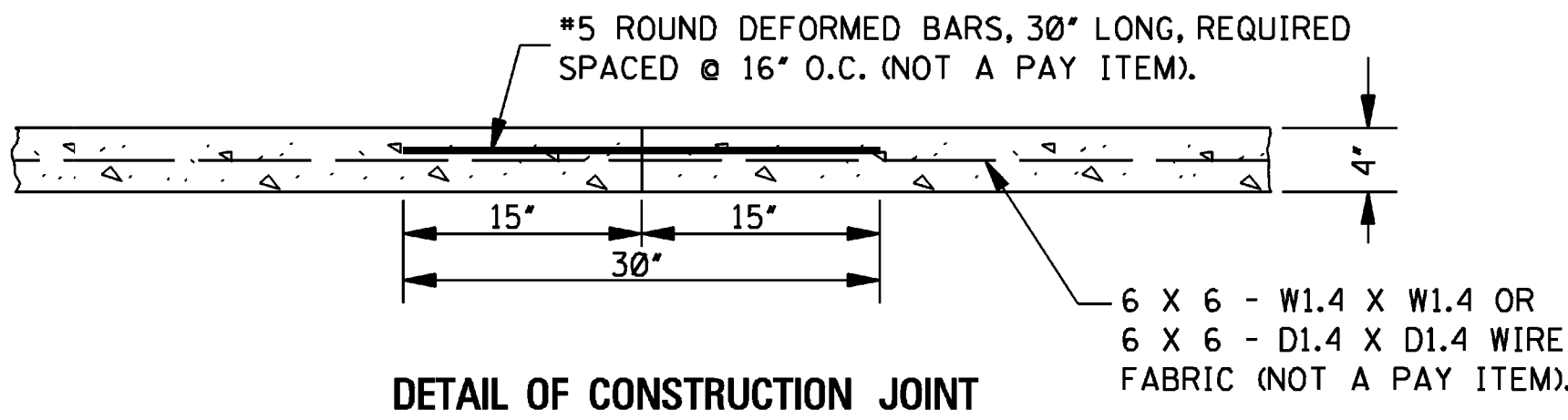
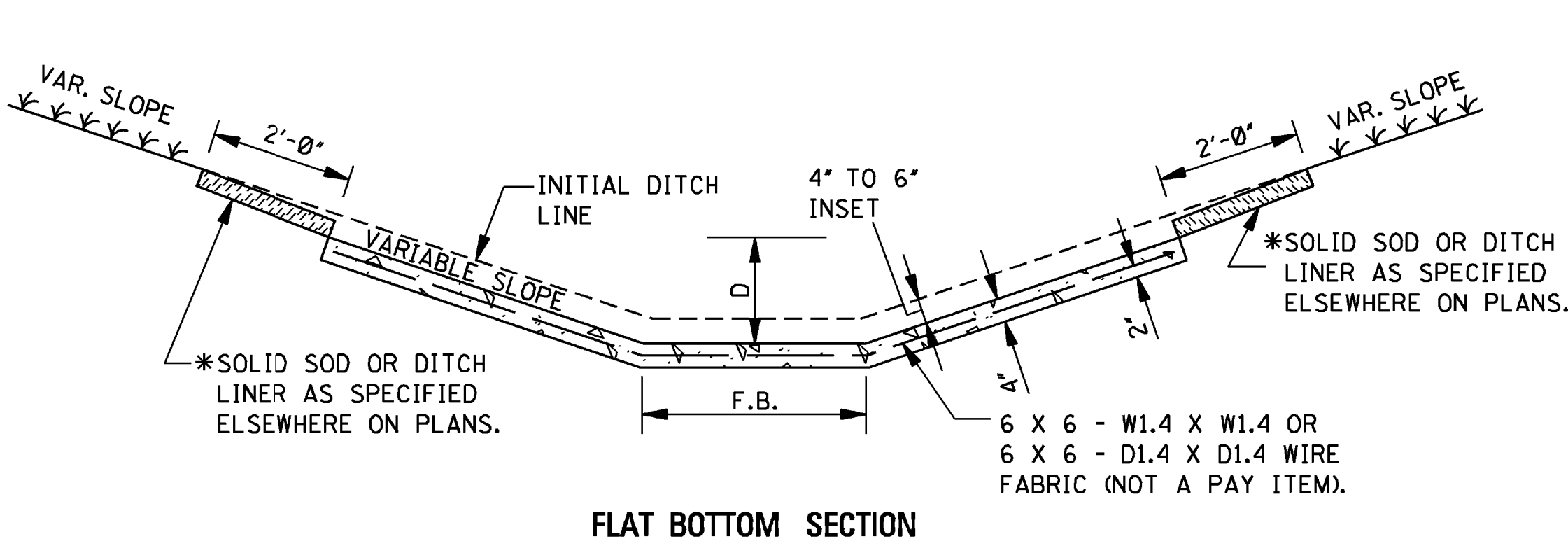
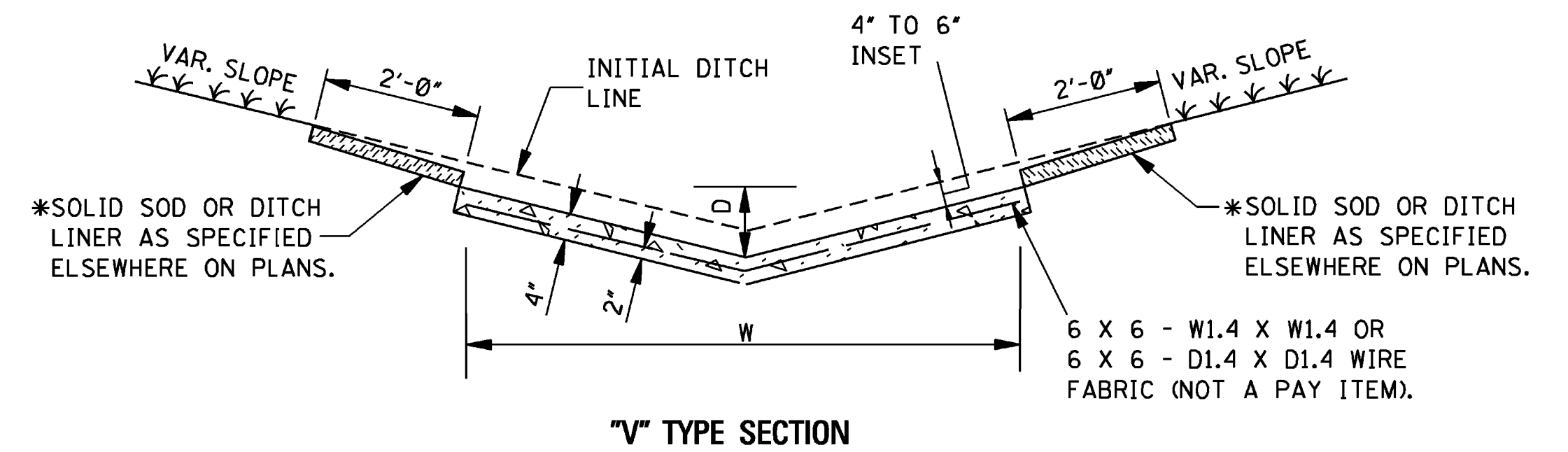
SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.



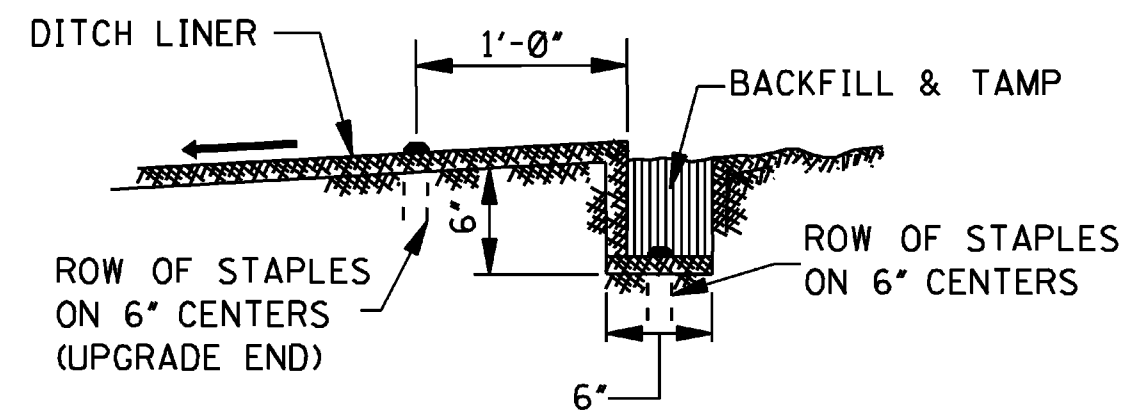
SECTION A-A

ELEVATION DETAIL

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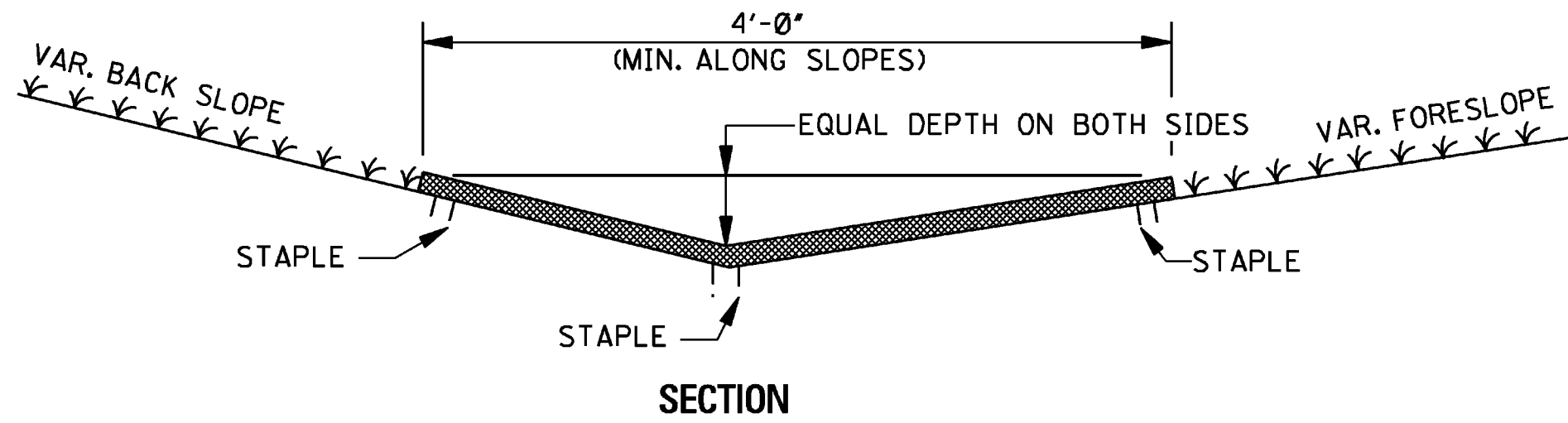
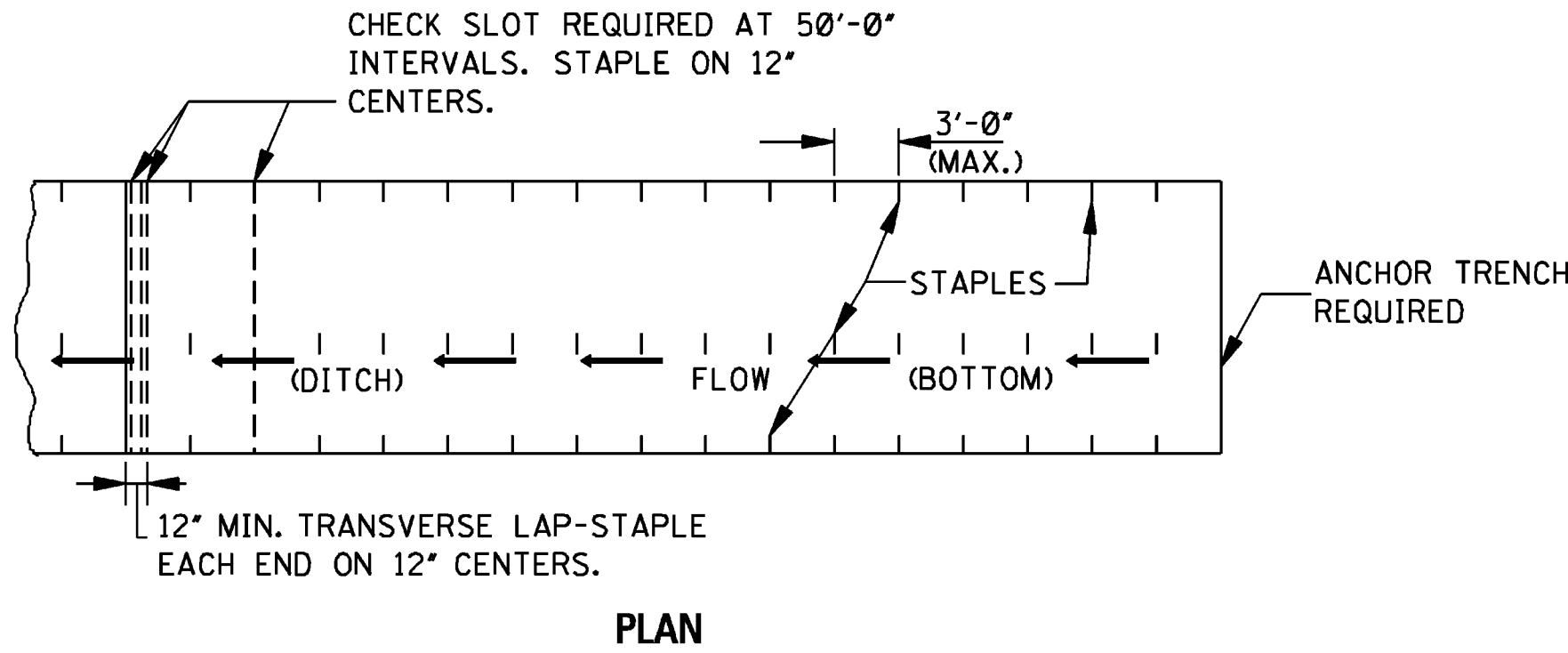


- CONCRETE PAVED DITCH
- NOTES:
- CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
 - DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
 - CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
 - * 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.



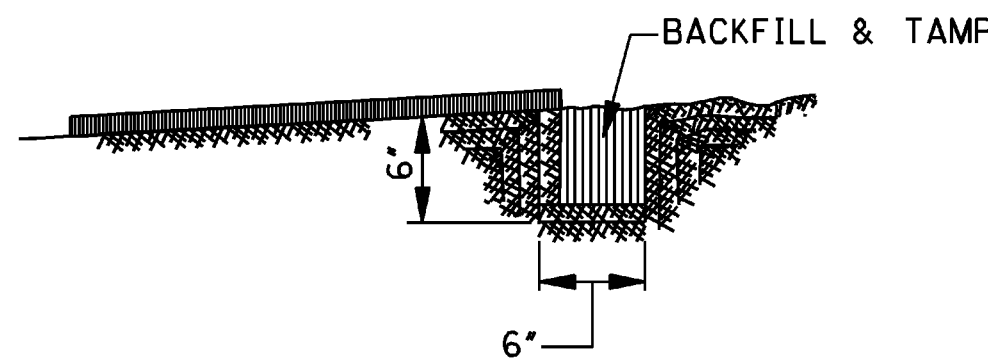
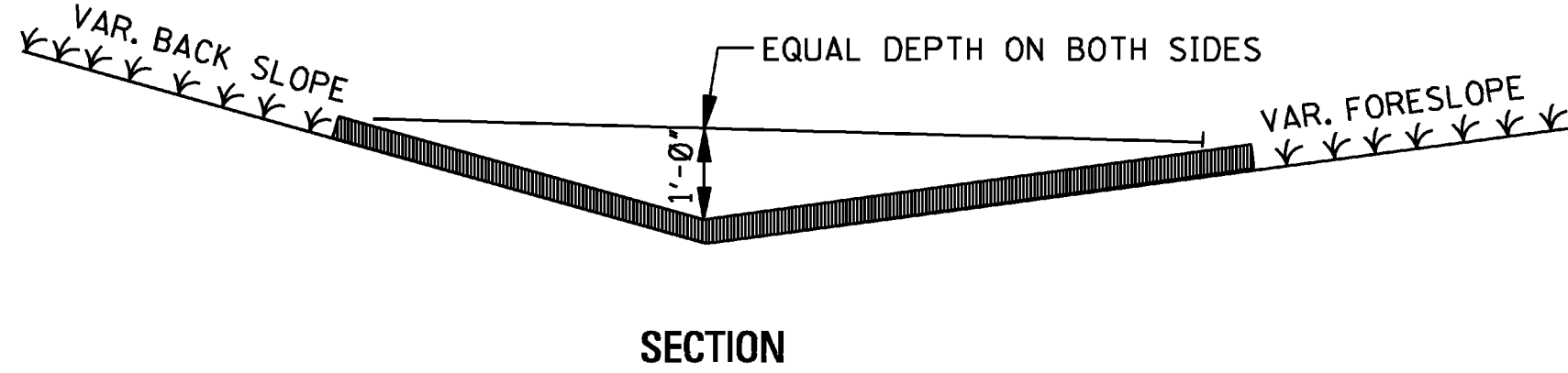
ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



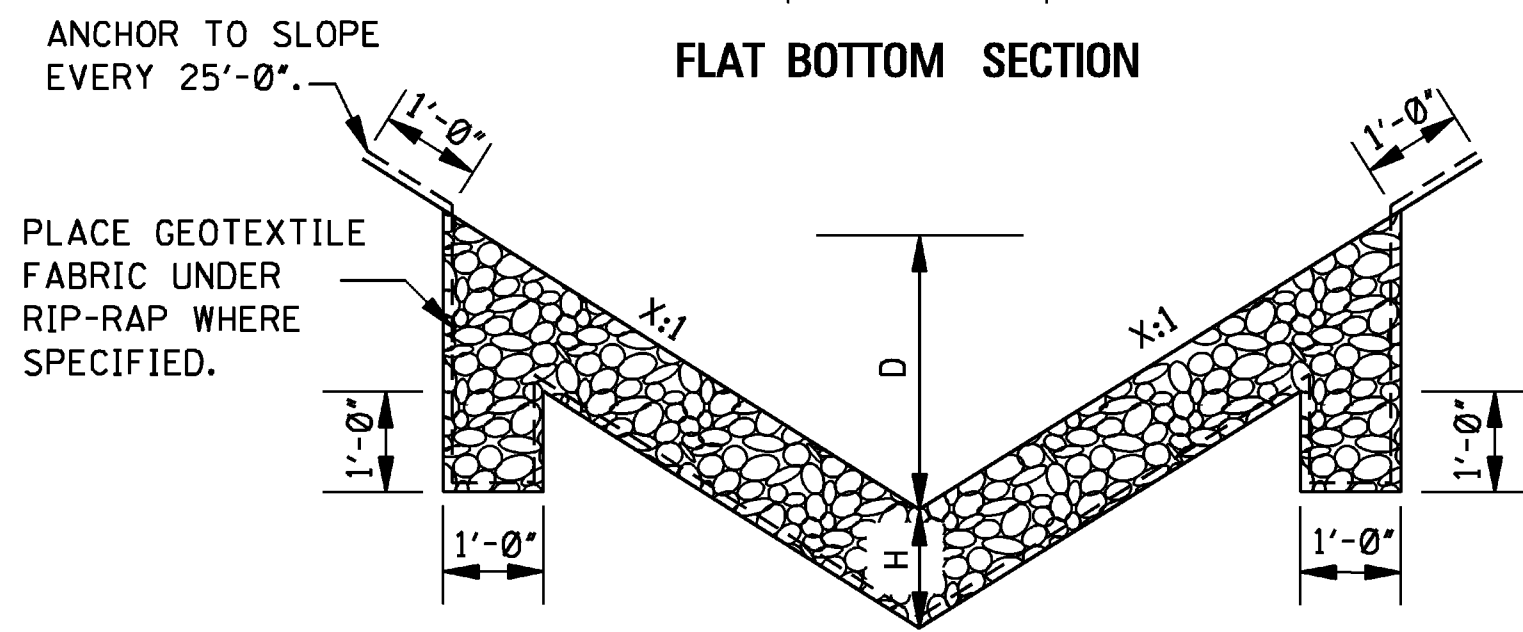
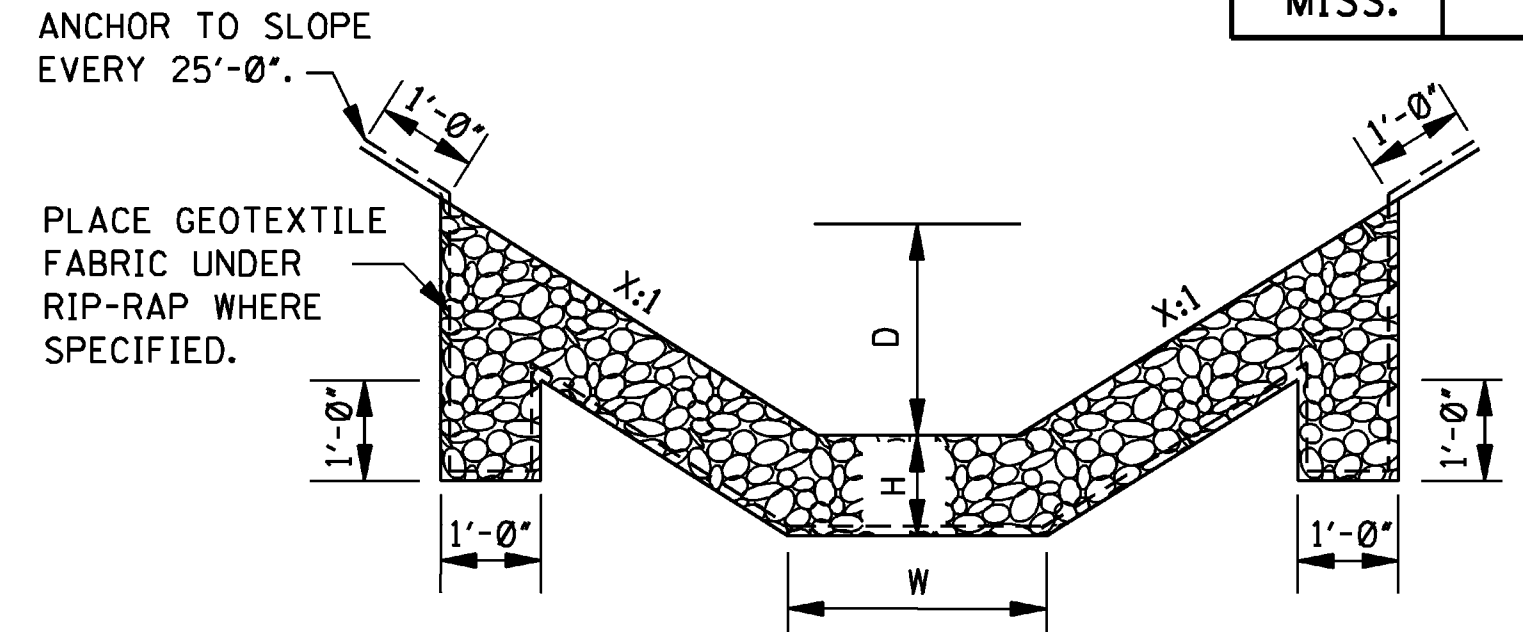
DITCH LINER TREATMENT
(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



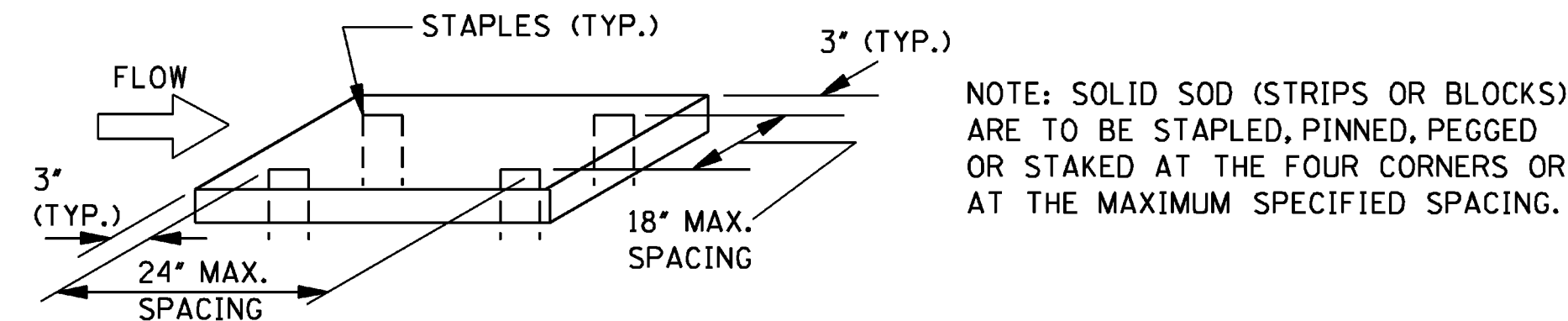
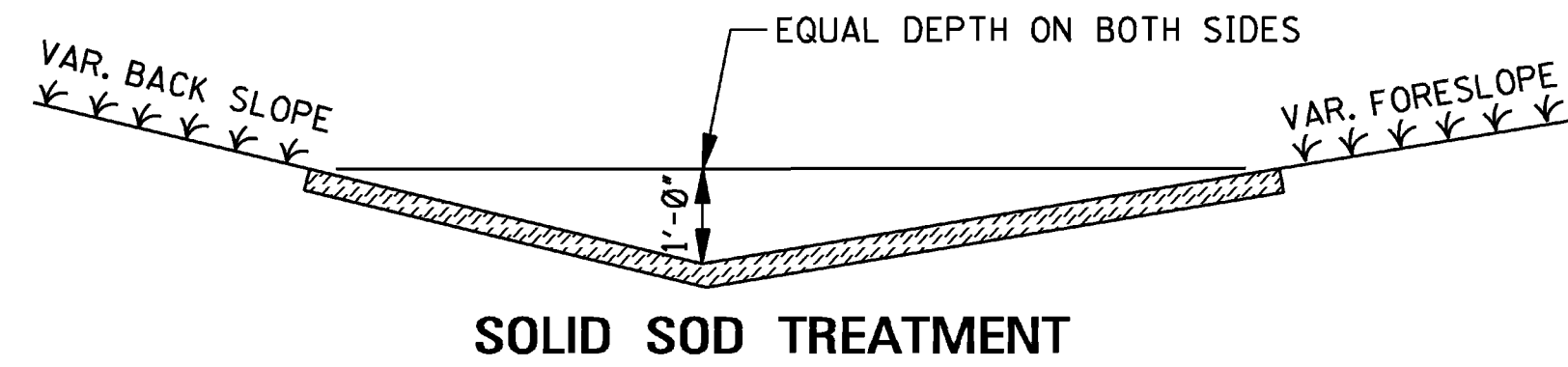
BITUMINOUS TREATED ROVING

NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



- FLAT BOTTOM SECTION**
- "V" TYPE SECTION**
- RIP-RAP TREATMENT**
- NOTES:
- DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
 - THE RIP-RAP SIZE AND MINIMUM DEPTH "H" FOR RIP-RAP TREATMENT ARE AS FOLLOWS.

RIP-RAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIP-RAP SIZE (lbs)
12"	100
18"	300

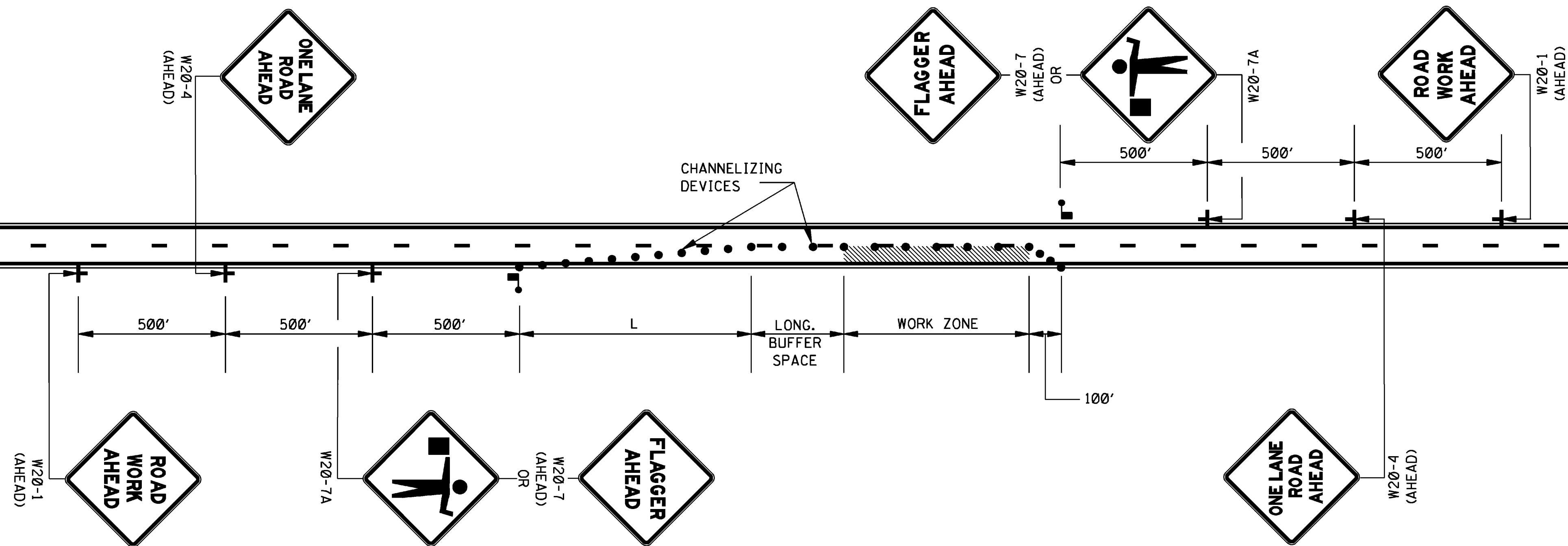


- SOLID SOD TREATMENT**
- NOTE: SOLID SOD (STRIPS OR BLOCKS) ARE TO BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.
- GENERAL NOTE:
- FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

- DITCH LINER
- BITUMINOUS TREATED ROVING
- SOLID SOD
- CONCRETE PAVED DITCH
- RIP-RAP

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION			
		DATE		ISSUE DATE: OCTOBER 1, 1998	
				WORKING NUMBER DT-1	
				SHEET NUMBER 6145	

STATE	PROJECT NO.
MISS.	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

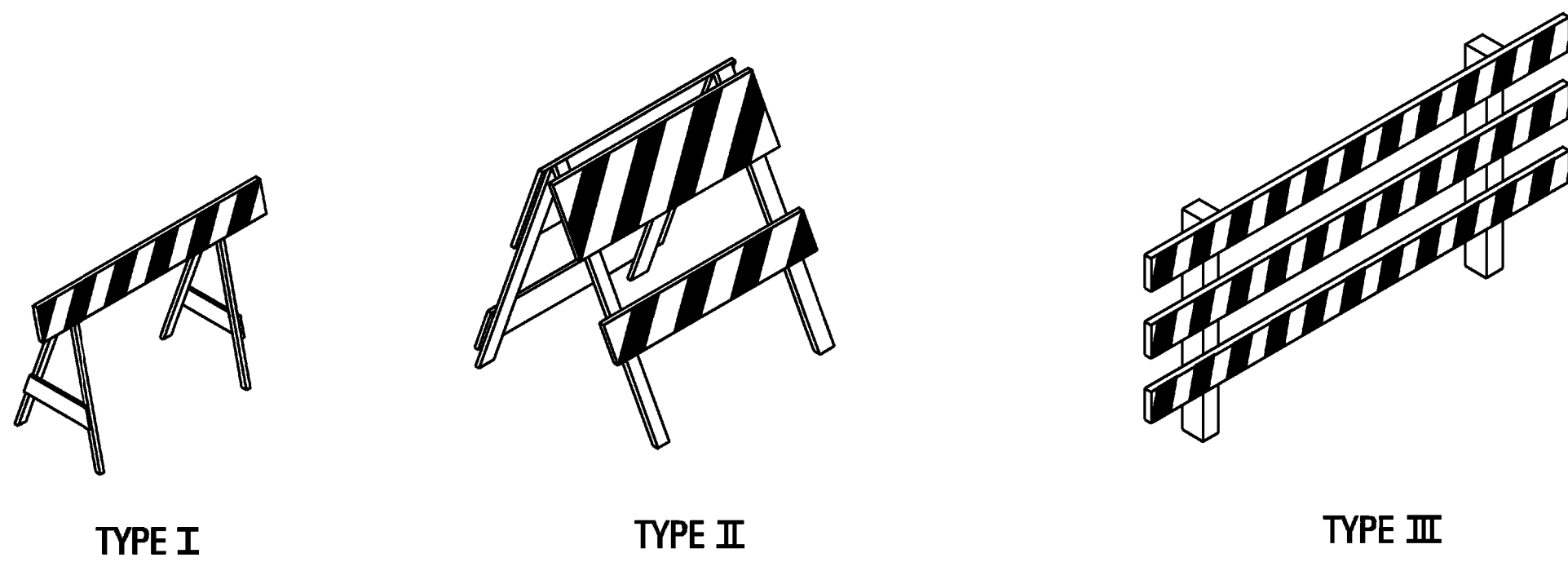
1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER + RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

- † NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

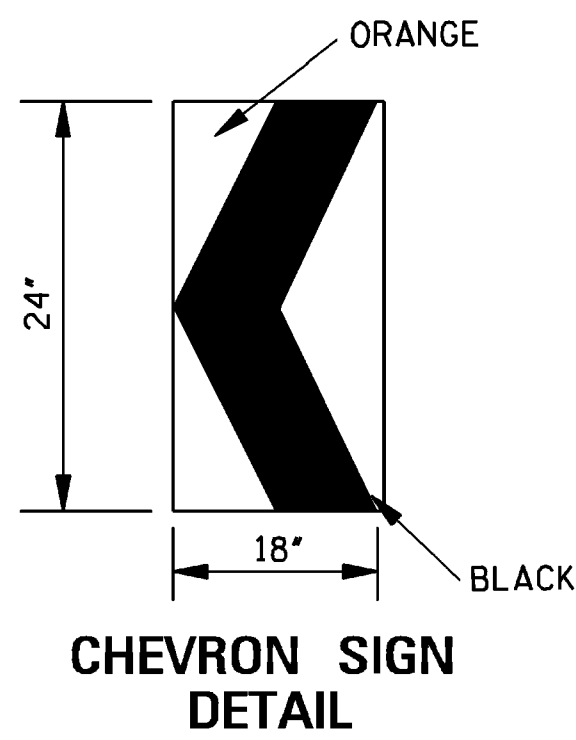
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. 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.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN						WORKING NUMBER TCP-1
			REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)						
			DATE							
				ISSUE DATE: _____ OCTOBER 1, 1998 _____						SHEET NUMBER 6250

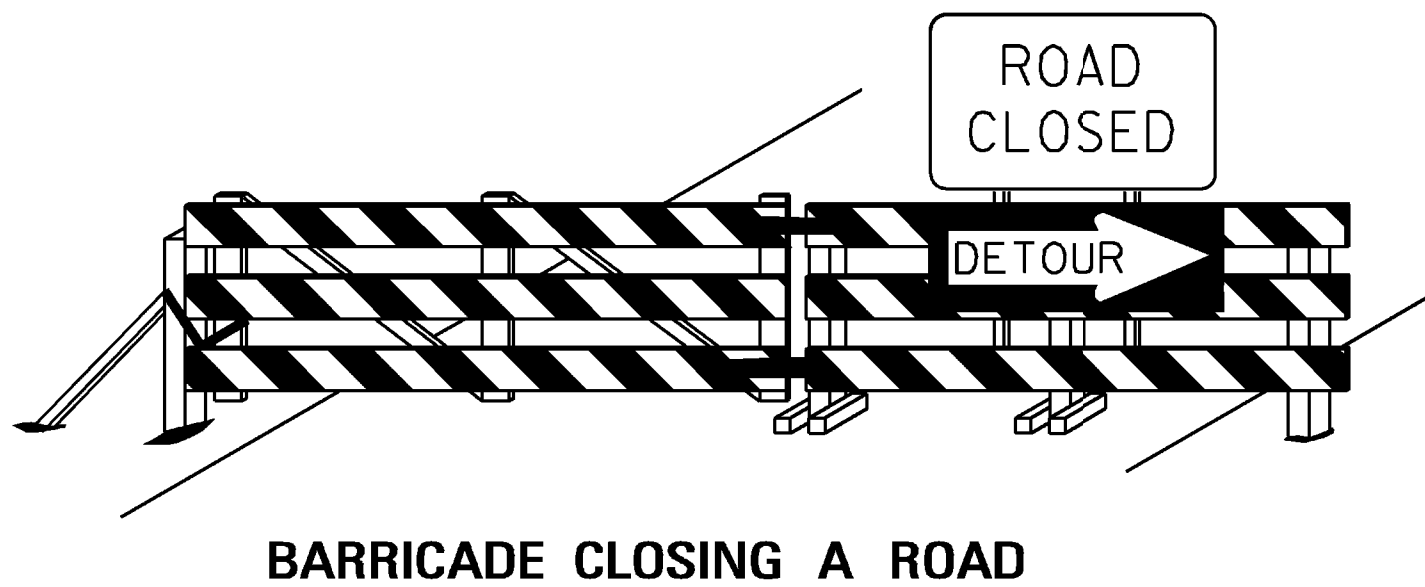
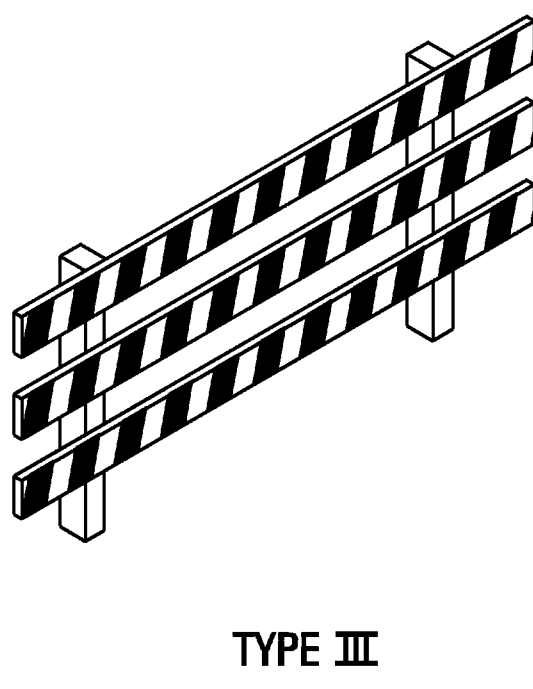


STANDARD BARRICADES

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.



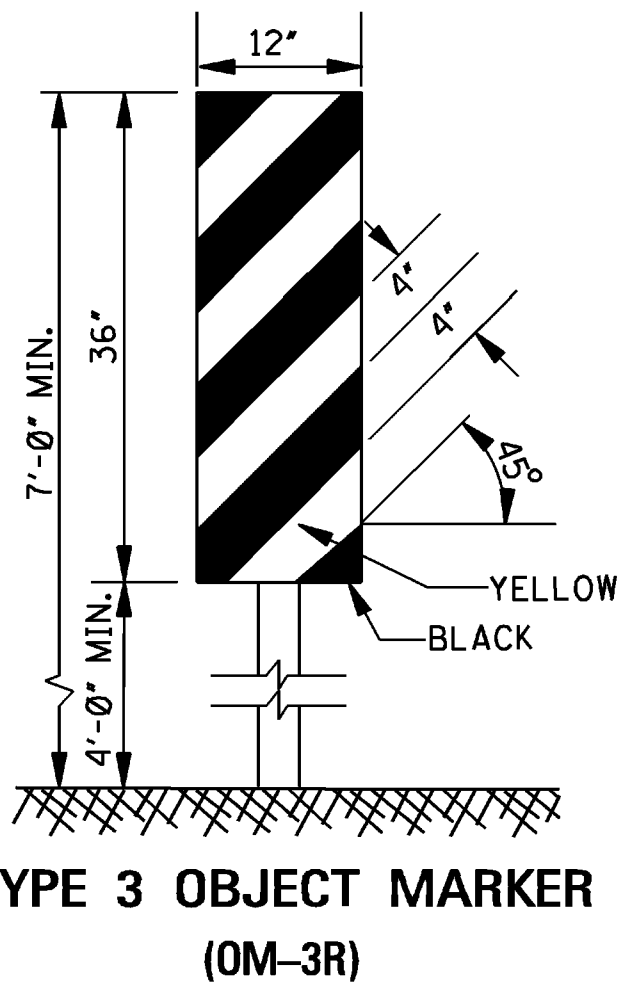
1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



BARRICADE CHARACTERISTICS

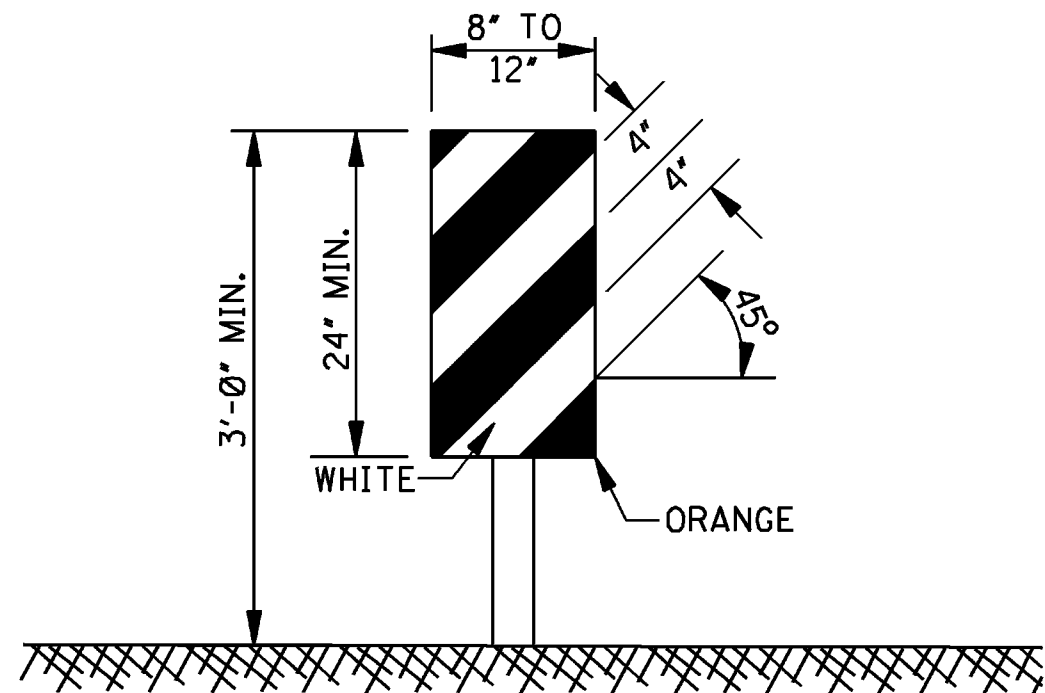
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 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

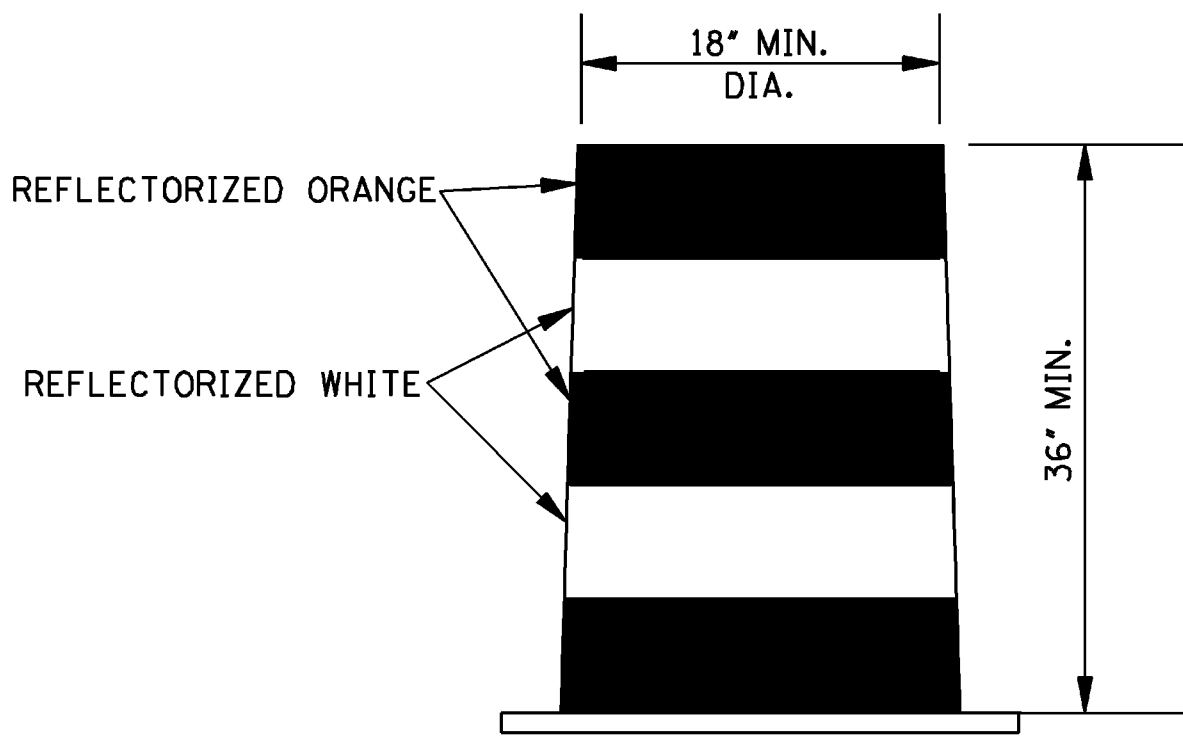
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
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 ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
				DATE	
				ISSUE DATE: OCTOBER 1, 1998	MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER TCP-10 SHEET NUMBER 6259



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS

FOR THE

CITY OF HATTIESBURG

SEPTEMBER 2018



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on November 15, 2018 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of October, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 11, 2018 and October 18, 2018
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 A.M. on November 15, 2018.

Each BID must be submitted electronically to Central Bidding. Each BID must be submitted for CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS, Hattiesburg, Mississippi and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 150 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

Site 1 - Quinn Street Area

Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	4,847		
2	CIPP Service Lateral	Lin. Ft.	1,650		
3	Remove and Replace Service Lateral	Lin. Ft.	1,650		
4	Cleanout Assembly (As Detailed)	Each	66		
5	Point Repair (8' – 30' Depth)	Each	2		
6	Manhole Rehabilitation	Ver. Ft.	271		
7	Concrete Road Repair	S.Y.	183		
8	Asphalt Road Repair	S.Y.	549		
9	Maintenance of Traffic	Lump Sum	1		
10	Mobilization	Lump Sum	1		
11	Temporary Erosion Control	Lump Sum	1		
12	Landscape Restoration	Lump Sum	1		
			SUBTOTAL (SITE 1):		

Site 2 - Montague Boulevard					
Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	2,676		
2	CIPP Service Lateral	Lin. Ft.	225		
3	Remove and Replace Service Lateral	Lin. Ft.	225		
4	Cleanout Assembly (As Detailed)	Each	18		
5	Point Repair (8' – 30' Depth)	Each	1		
6	Protruding Tap to be removed (8' - 12' Depth)	Each	1		
7	Manhole Rehabilitation	Ver. Ft.	126		
8	Concrete Road Repair	S.Y.	77		
9	Asphalt Road Repair	S.Y.	285		
10	Temporary Erosion Control	Lump Sum	1		
11	Maintenance of Traffic	Lump Sum	1		
12	Mobilization	Lump Sum	1		
13	Landscape Restoration	Lump Sum	1		
			SUBTOTAL (SITE 2):		

Site 3 - Sharmont Street

Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	2,944		
2	CIPP Service Lateral	Lin. Ft.	725		
3	Remove and Replace Service Lateral	Lin. Ft.	725		
4	Cleanout Assembly (As Detailed)	Each	29		
5	Point Repair (8' - 30' Depth)	Each	1		
6	Manhole Rehabilitation	Ver. Ft.	105		
7	Concrete Road Repair	S.Y.	91		
8	Asphalt Road Repair	S.Y.	274		
9	Temporary Erosion Control	Lump Sum	1		
10	Maintenance of Traffic	Lump Sum	1		
11	Mobilization	Lump Sum	1		
12	Landscape Restoration	Lump Sum	1		
			SUBTOTAL (SITE 3):		

Site 4 - S 28th Avenue

Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	8,096		
2	10" CIPP	Lin. Ft.	2,035		
3	CIPP Service Lateral	Lin. Ft.	450		
4	Remove and Replace Service Lateral	Lin. Ft.	450		
5	Cleanout Assembly (As Detailed)	Each	36		
6	Point Repair (8' – 30' Depth)	Each	2		
7	Manhole Rehabilitation	Ver. Ft.	307		
8	Concrete Road Repair	S.Y.	144		
9	Asphalt Road Repair	S.Y.	485		
10	Temporary Erosion Control	Lump Sum	1		
11	Maintenance of Traffic	Lump Sum	1		
12	Mobilization	Lump Sum	1		
13	Landscape Restoration	Lump Sum	1		
			SUBTOTAL (SITE 4):		

Site 5 - Hardy Street					
Item	Description	Unit	Quantity	Unit Price	Extension
1	CIPP Service Lateral	Lin. Ft.	1,460		
2	Remove and Replace Service Lateral	Lin. Ft.	1,460		
3	Cleanout Assembly (As Detailed)	Each	37		
4	Hardy St Road Repair	S.Y.	815		
5	Temporary Erosion Control	Lump Sum	1		
6	Maintenance of Traffic	Lump Sum	1		
7	Mobilization	Lump Sum	1		
8	Landscape Restoration	Lump Sum	1		
				SUBTOTAL (SITE 5):	

Site 6 - Dabbs Street					
Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	965		
2	CIPP Service Lateral	Lin. Ft.	88		
3	Remove and Replace Service Lateral	Lin. Ft.	88		
4	Cleanout Assembly (As Detailed)	Each	4		
5	Manhole Rehabilitation	Ver. Ft.	48		
6	Concrete Road Repair	S.Y.	19		
7	Asphalt Road Repair	S.Y.	58		
8	Temporary Erosion Control	Lump Sum	1		
9	Maintenance of Traffic	Lump Sum	1		
10	Mobilization	Lump Sum	1		
11	Landscape Restoration	Lump Sum	1		
			SUBTOTAL (SITE 6):		

Site 7 - North 38th Avenue					
Item	Description	Unit	Quantity	Unit Price	Extension
1	8" CIPP	Lin. Ft.	2,813		
2	CIPP Service Lateral	Lin. Ft.	613		
3	Remove and Replace Service Lateral	Lin. Ft.	613		
4	Cleanout Assembly (As Detailed)	Each	25		
5	Manhole Rehabilitation	Ver. Ft.	207		
6	Concrete Road Repair	S.Y.	82		
7	Asphalt Road Repair	S.Y.	245		
8	Temporary Erosion Control	Lump Sum	1		
9	Maintenance of Traffic	Lump Sum	1		
10	Mobilization	Lump Sum	1		
11	Landscape Restoration	Lump Sum	1		
		SUBTOTAL (SITE 7):			
BREAKDOWN OF COST					
Site 1 - Quinn Street Area		SUBTOTAL (SITE 1):			
Site 2 - Montague Boulevard		SUBTOTAL (SITE 2):			
Site 3 - Sharmont Street		SUBTOTAL (SITE 3):			
Site 4 - S 28th Avenue		SUBTOTAL (SITE 4):			
Site 5 - Hardy Street		SUBTOTAL (SITE 5):			
Site 6 - Dabbs Street		SUBTOTAL (SITE 6):			
Site 7 - North 38th Avenue		SUBTOTAL (SITE 7):			
		PROJECT TOTAL:			

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final

payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings

Addenda

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg
, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State
of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **CURED IN PLACE PIPE SEWER REPAIR –**
VARIOUS LOCATIONS, HATTIESBURG, MISSISSIPPI as shown on Plans and
specified thereby in the Specifications, Proposal and other Contract Documents hereto
attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates
and agrees that no charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

TITLE

Name of person executing for Surety

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project

Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon

which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent

in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or

Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in

obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge

the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties

on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required.

And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty

payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original

allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the

completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes 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 liquidated 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 after the CONTRACTOR has been notified in writing of the results of the inspection. 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 and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a

period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress

schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of

expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.03, refer to and are the same pay items listed in the Proposal for Bid. They constitute all of the pay items for the completion of the contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, taxes, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Sanitary Sewer Rehabilitation

A. ITEM CIPP

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in gravity sanitary sewer main as specified in the plans and specification at the diameter noted in the proposal. The cured in place pipe shall be installed with minimal disruption of service to the existing line. The contractor shall be paid per linear foot as measured from center of manhole to center of manhole. Price shall include any necessary cleaning, bypass pumping, maintenance of traffic, pre and post CCTV, reconnection of services, samples, testing, and any other work which no other pay items are specified.

D. ITEM CIPP Service Lateral

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install cured in place pipe in the service lateral with varying diameter. Price shall include CCTV prior to and after lining, lateral cleaning, bypass pumping of mainline flow, and traffic control. The contractor shall be paid per linear foot as measure from the main to the cleanout assembly (existing or proposed) located at the right of way line.

E. ITEM Remove and Replace Service Lateral

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install new SDR-26 service laterals to the right of way line. The depth shall match the existing service or a minimum of 0.5% slope. The price shall include all necessary fittings and wye for connection to the main. The contractor shall be paid per linear foot as installed between the main and cleanout.

F. ITEM Cleanout Assembly

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to install new cleanout assembly at the right of way line. Price shall include two-way cleanout wye as per the drawing included in the plans in addition to the cleanout cover. The price shall include any necessary fitting for the connection of the cleanout assembly to the existing sewer service. The contractor shall be paid for each complete assembly installed.

G. ITEM Point Repair, All Pipe Sizes, (0-8' Depth)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair a line determined for replacement by the engineer after review of the television inspection or other problems associated with the line. The line shall be repaired with SDR- 26 sewer main as required to provide a functioning gravity line. Price shall include excavating pipe, fittings, bypass pumping, traffic control, and backfill bedding material. A point repair shall be defined as ten (10) feet of gravity sewer pipe or portion thereof. In the event more than ten (10) linear feet of pipe is necessary, as determined by the Engineer, payment will be made for additional point repairs until the deficiency is corrected. Contractor shall be paid per each point repair (10' in length) installed as directed by the Engineer. The contractor is to review the existing tape to determine the extent of the length of the necessary point repair prior to construction.

H. ITEM Point Repair, All Pipe Sizes, (8'-30' Depth)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair a line determined for replacement by the engineer after review of the television inspection or other problems associated with the line. The line shall be repaired with SDR- 26 sewer main as required to provide a functioning gravity line. Price shall include excavation, pipe, fittings, bypass pumping, traffic control, and bedding material. A point repair shall be defined as ten (10) feet of gravity sewer pipe or portion thereof. In the event more than ten (10) linear feet of pipe is necessary, as determined by the Engineer, payment will be made for additional point repairs until the deficiency is corrected. Contractor shall be paid per each point repair (10' in length) installed as directed by the Engineer. The contractor is to review the existing tape to determine the extent of the length of the necessary point repair prior to construction.

I. ITEM Manhole Rehabilitation

Description, Measurement and Payment: Includes all necessary labor, equipment and materials necessary to install manhole rehabilitation components as directed by the engineer. The manhole shall remain operational during the installation process. The contractor shall be paid per vertical foot measured from the invert of the outflow pipe to the top of the manhole cover.

J. ITEM Road Repair (Asphalt or Concrete)

Description, Measurement and Payment: Includes all necessary labor, equipment and materials to repair an engineer approved road excavation. Price shall include saw cut of existing pavement, removal of asphalt, concrete or both, disposal of materials, backfill with select material, temporary surface, maintenance of temporary service, and installation of permanent pavement. Contractor shall be paid per square yard based on neat line quantities for actual repair completed.

K. ITEM Mobilization

Descriptions, Measurement and Payment: The lump sum payment for mobilization will be full compensation for providing all initial services, bonds, insurance, temporary facilities, and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. The LS payment for Mobilization will be made at 50% of mobilization on site and 100% at 5% completion of the project.

L. ITEM Protruding Tap Removal

Payment for protruding tap removal shall include fully removal of the protruding tap and installation of a new sanitary sewer tee with appropriate size couplings and pipe necessary to make a smooth transition. Item shall include materials, labor and equipment necessary to meet the plans and specifications. Payment shall be per each.

M. ITEM Hardy Street Road Repair

Payment for Hardy Street Road Repair shall include removal of asphalt, concrete or both as directed by the engineer and shown in the plans and specifications. Item shall include equipment, labor, materials, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

N. ITEM Maintenance of Traffic

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer based on the percentage of the project that is complete at the time of pay application.

O. ITEM Temporary Erosion Control

Payment for Temporary Erosion Control shall include furnishing, installing and maintaining waddles, silt fence, or other measures as required by current Mississippi Department of Environmental Quality standards. Waddles and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

P. ITEM Landscape Restoration

Payment for Landscape Restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CURED IN PLACE PIPE (CIPP)

1. Intent

- 1.1. It is the intent of this specification to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing deteriorated pipe, which has generally maintained its original shape. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible tube using installation procedures that comply with relevant industry standards. The resin is cured using hot water under hydrostatic pressure or the application of steam pressure within the tube. The Cured-In-Place-Pipe (CIPP) shall extend the full length of the original pipe and shall provide a structurally sound, joint-less, close fitting, and corrosion resistant CIPP.

2. Submittals

- 2.1. Product Data: Provide catalog materials for CIPP products
- 2.2. Manufacturer's Installation Instructions: Indicate special procedures required to install products specified.
- 2.3. Manufacturer's Certificate: Certify that products meet or exceed ASTM designations. Additionally, third party test results supporting the structural performance of the Manufacturer's product shall be submitted to the Engineer for review and approval.
- 2.4. CIPP Installer Certification: Documentation the Installer has successfully installed CIPP on a minimum of 5 different projects over the last 5 years and provide references for each project for verification by Engineer.

3. Materials

- 3.1. The sewn tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216 or ASTM F1743, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- 3.2. The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion.
- 3.3. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No dry or unsaturated layers shall be evident.
- 3.4. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

- 3.5. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
- 3.6. The resin used shall be high-grade corrosion resistant isophthalic polyester specifically designed for the cured-in-place pipe (CIPP) being installed. Only PREMIUM, NON-RECYCLED resin shall be used. PET resins or those containing fillers, additives or enhancement agents shall not be used.
- 3.7. The Engineer at his discretion shall have the right to inspect the designated wet-out facility and randomly draw samples of the resin used to wet-out the CIPP used under this contract.

4. Referenced Specifications

- 4.1. Installation and material tests of CIPP must meet the minimum requirements demonstrated in the following ASTM standards:
 - 4.1.1. ASTM F-1216 Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube.
 - 4.1.2. ASTM F1743 Rehabilitation of pipelines by pulled-in-place installation of a CIPP thermosetting resin pipe.
 - 4.1.3. ASTM - D790 Test methods for flexural properties of non-reinforced plastics.

5. Structural Requirements

- 5.1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the Long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.

- 5.3. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occur during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- 5.4. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in this Section and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	= <u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design	= <u>1% - 75%</u>
<i>(as determined by Long-Term tests described in paragraph 5.2)</i>	
Ovality*	= <u>2%</u>
Enhancement Factor, k	= <u>See Section 5.3</u>
Soil Depth (above crown)*	= <u>Field</u>
Measure	
Soil Density**	= <u>120</u>
pcf	
Live Load**	= <u>H20</u>
Highway	
Design Condition (partially or fully deteriorated)***	= <u>***</u>

* Denotes information which can be provided here or in inspection video tapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in Design.

6. Installation Responsibilities

- 6.1. It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work and provide rights of access to these points. If a street must be closed to traffic due to the orientation of the sewer and is approved by the Engineer, the Contractor shall institute the actions necessary to do so in accordance with the Manual for Uniform Traffic Control Devices, latest edition. Contractor shall notify the Engineer 48 hours prior to any road closures so emergency responders can be notified. The Owner shall also

provide free access to water hydrants for cleaning, inversion and other work items requiring water. Contractor shall maintain a log of the water used.

- 6.2. Cleaning of Sewer Lines - The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP and thoroughly clean the mainline. The Owner shall also provide a dump site for all debris removed from the sewers during the cleaning operation at the North Lagoon. 31.359709, - 89.336833.
- 6.3. Bypassing Sewage - The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Owner may require a detail of the bypass plan to be submitted.
- 6.4. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner. All segments must be labeled with appropriate PACP ID number for the reviewer.
- 6.5. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a separate pay item.
- 6.6. Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Owner will provide for door hangers which must also be placed on structures affected by the project.

- 6.7. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

7. Installation

- 7.1. The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly.
- 7.2. Tube Insertion - The wet-out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 7.3. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
- 7.4. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule.

8. Reinstatement of Branch Connections

- 8.1. It is the intent of these specifications that branch connections to buildings on mainlines of 8" or greater be reopened without excavation, utilizing a remote-controlled cutting device, monitored by a video TV camera. The Contractor shall certify he has a minimum of 2 complete working cutters plus spare key components on the site before each inversion. Unless otherwise directed by the owner or his authorized representative, all active laterals will be reinstated. If there is doubt a connection is live, dye and flush tests shall be performed by the Contractor at no additional expense to the project. It will be the responsibility of the Engineer to view this process and determine if the lateral is to be reinstated based on the recommendation of the Contractor. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- 8.2. Reinstatement of service on 6" main may be cut internally per Section 8.1 or may be open cut and paid as a point repair, per the direction of the Engineer.

9. Inspection and Testing

- 9.1. CIPP samples shall be prepared and physical properties tested in accordance with ASTM D5813, Section 7, ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM.
- 9.2. Wall thickness of samples shall be determined as described in paragraph 6.3.3 of ASTM D5813 or paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87 ½% of the nominal tube thickness and greater than the design thickness as calculated in this specification.
- 9.3. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
- 9.4. One (1) sample per day per diameter shall be tested to determine if lining materials meet minimum requirements specified in this section. Testing shall be performed by an independent testing laboratory, under contract to the Contractor, in accordance with applicable ASTM Standards.
- 9.5. Final Inspection- Upon completion of installation, sewers shall be CCTV inspected, providing both a video recording and log which identifies all service connections and openings. The entire pipe sections rehabilitated shall be recorded and delivered to the Engineer.

CURED-IN-PLACE LATERAL REHABILITATION

PART 1 GENERAL

1. SUMMARY

- a. It is the intent of this portion of the specification to provide for the re-construction of a service lateral and connection in 8" through 24" mainline pipes, normally without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by use of ambient cure resin or other approved method to cure the resin into a hard impermeable cured-in-place (CIPP) pipe liner. When cured, the liner shall have a watertight connection seal at the mainline and extend over the length of the service lateral in a continuous one-piece structural pipe-within-a-pipe.

2. QUALIFICATIONS OF CONTRACTOR

- a. Contractor Qualifications/References - The contractor or subcontractor performing the lateral lining work shall provide a list of references, including Owner Name, Contact Name with phone number, Contract Name, start and completion dates and Quantity of Laterals Lined, with the CIPP Lateral Lining system used for that specific project provided, verifying compliance with these qualifications. Each project will include the name of the Contractor's Site Superintendent that completed the work. These references must satisfy the minimum requirements of:
 1. A five (5) year history of satisfactory performance in the CIPP industry
 2. A minimum of 10,000 CIPP lateral installations
 3. A minimum of two (2) years continuous experience installing CIPP Lateral Lining in pipe of similar size, length and configuration as proposed in this project.
 4. A minimum of 5,000 CIPP laterals in a wastewater collection system application.
 5. The onsite Superintendent must have installed over 2,500 CIPP laterals of like condition for this geographic area and have a minimum of 5 years of CIPP industry experience
 6. License or Certification that the proposed installer is approved to install the proposed product

3. REFERENCES

- a. This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.
 - i. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
 - ii. ASTM F1743 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
 - iii. ASTM D5813 - Standard Specification for Cured In Place Thermosetting Resin Sewer Piping Systems

4. SUBMITTALS

- a. Product data
 - i. Resin
 - 1. Long term test creep data confirming the resin system's 50 year design life in accordance with ASTM D2990.
 - 2. Chemical Resistance per ASTM F 1216
 - 3. Certificate of Compliance with ASTM F 1216
 - ii. Tube
 - 1. Certificate of Compliance with ASTM F1216
 - 2. If glass fiber reinforcement is used, CIPP strain Corrosion testing data in accordance with ASTM D3681
- b. CIPP wall thickness design calculations (for lateral liner) in accordance with ASTM F1216
- c. Product Qualifications/References
 - i. The CIPP Lateral Lining system proposed for this contract must meet the following minimum requirements. The Contractor or Subcontractor performing the lateral lining work shall provide a list of references verifying compliance with these qualifications.
 - 1. A five (5) year history of sanitary sewer use
 - 2. A minimum of 10,000 CIPP lateral installations in the United States

PART 2: PRODUCTS

1. MATERIALS

a. GENERAL REQUIREMENTS:

- i. Tube and resin will meet the requirements of ASTM F 1216, F1743 and D5813.

b. CIPP LATERAL MATERIALS:

- i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.
- ii. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the cleanout location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. Lateral lining will be accomplished utilizing the existing cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, the Contractor is responsible for installing the cleanout in accordance with the details on the plans. When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The Installer shall verify the lengths in the field before impregnation of the resin.
- iii. Unless otherwise specified, the Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

c. PHYSICAL STRENGTH:

- i. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
- ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to construction.
- iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

<u>PROPERTY</u>	<u>ASTM</u> <u>Standard</u>	<u>RESULTS</u>
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus	ASTM D 790	250,000 psi

PART 3 EXECUTION

1. INSTALLATION PREPARATIONS:

- a. Access – If the Contractor requires access through a cleanout or access pit to complete the lateral lining, the costs associated with the access pit will be the responsibility of the Contractor and must be included within bid items. If a cleanout already exists it shall be modified to match the details in the plans. Any excavation to install the cleanout shall be repaired in kind with solid sod or matching existing conditions.
- b. Safety – The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
- c. Cleaning of Sewer Line – The intent of this specification is for cleaning of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the mainline then a cleanout will be required and considered changed conditions. The laterals shall be cleaned a sufficient length to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the Installer to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- d. Inspection of Pipelines – It is the intent of this specification for inspection of the lateral to be accomplished from the mainline pipes via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the mainline then a cleanout will be required and considered changed conditions. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A DVD and suitable log shall be kept for later reference by the Owner and submitted to the Engineer.
- e. Bypassing Sewage – The Installer, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at

an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. It is assumed that flows in the lateral specified for lining will not require bypass pumping.

- f. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral liner installation.
- g. Line Obstructions – If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, as in solids, dropped joints or collapsed pipe then the Installer shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- h. In the case of lined mainline pipes, the lateral connection specified for rehabilitation shall be reinstated to 100% of its original size to accept the CIPP lateral.

2. INSTALLATION OF LATERAL LINING

- a. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- b. The wet-out liner shall be loaded inside a pressure apparatus above ground and utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) shall be applied to the lateral brim interface to insure adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.
- c. Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the Installer shall supply a

suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

- d. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer.
- e. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- f. Cool-down – The Installer shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- g. Finish – The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one-piece structural pipe-within-a-pipe shall not inhibit the closed-circuit television post video inspection of the mainline or service lateral pipes.
- h. Testing – For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.
- i. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.
- j. After the work is completed, the Installer will provide the Owner with a CD or DVD showing the completed work including the restored conditions.

3. CLEAN-UP:

- a. Upon acceptance of the installation work, the Installer shall reinstate the project area affected by his operations.

END OF SECTION

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled

Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under

Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior per "Standard Specification for Lining Ductile Iron Pipe for Sewer Service".

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe: PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6-inch or 4-inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467 Nominal Size

(Sieves w/Square Openings)

Percent Passing by Weight

100	2"	
- 100	1 - 1/2"	95
- 70	3/4"	35
- 30	3/8"	10
- 5	No. 4	0

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Group

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Fill Material: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other

Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over

the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

1. It is laid in a separate trench.
2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
3. In either case the elevation of the crown of the sewer is at least 18 inches below the bottom of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in

handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99

AASHTO T-191 or

ASTM D 2922

Select Backfill Material OR

Stabilization Material One per 100 CY	1
Bedding Material One per 600 LF	2
Tamped Backfill One per 600 LF	2

6.6 INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12-hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi.

1. Air testing shall be conducted for completed gravity sewer mains
2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.
3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

Minimum Holding Time for Low Pressure Air Test

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.

8	1 min. - 12 sec.
10	1 min. - 30 sec.
12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

C. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

- A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.
- B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)
- C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
- D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.
- E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection after 30 days from initial testing.

CONCRETE

1.0 GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations, driveways, and minor concrete work.

2.0 APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615 Billet Steel for Concrete Reinforcement

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field

C 33 Concrete Aggregates

C-39 Compressive Strength of Molded Concrete Cylinders

C 143 Slump of Portland Cement Concrete

C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction, Latest Edition.

3.0 SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4.0 MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5.0 CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6.0 TESTING

The following test shall be required:

A. Slump: The Contractor shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Contractor shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The

results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 Standard Method of Test for the Moisture Density Relations of Soils
Using a 5.5 lg.
(2.5 kg) Rammer and a 12-inch (305 mm) Drop.

T 167 Compressive Strength of Bituminous Mixture

T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone
Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate
Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method

(Shallow Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403.

Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

A. **Hot Mix Asphalt All Sizes:** Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition

B. **Topsoil:** Topsoil shall be in accordance with Technical Specifications – SEEDING AND SODDING.

C. **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at

all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one-way movement of traffic around equipment and for one-way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Select Fill: Class 9, Group "C" Modified for a PI of between 5 and 15 as per latest Edition of Mississippi standard specifications for Road and Bridge construction

B. Asphalt Repair: Temporary Asphalt repair shall be made using 3" thickness of 825 crushed stone.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 7 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface

(after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor at no expense to the project, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for top soiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, fertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding

(March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Fall and Winter Seeding

(September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacterium that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: For fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardiness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are

used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked, to their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers,

hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified herein before shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to

existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

SECTION 1100 – TECHNICAL SPECIFICATIONS FOR INSTALLATION OF PROTECTIVE AND RESTORATION COATINGS

PART 1 -- GENERAL

1.01 SCOPE

- A. It is the intent of this contract to install a high quality protective or restoration coating system to the interior surfaces of all manholes, wet wells, or other structures. This specification covers work, materials, equipment, and tools including specially developed application equipment as required for installation of a field applied interior surfacing system. The use of specialized equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. Product application requirements and procedures described herein include surface preparation, mixing application, material handling and storage, qualification of the applicator, and application quality control.
- B. The manhole to be rehabilitated, as determined by the ENGINEER, shall utilize system 3 as outlined below.

1.02 DESCRIPTION OF SYSTEMS

- A. The following systems have been designated as the minimum acceptable requirements for the conditions listed in the above table.
 - 1. System 3
 - a. Polyurea System
 - i. Minimum 1/2" DFT of approved closed cell foam surfacer
 - ii. Minimum 60 mils DFT of approved polyurea Coating
 - b. Epoxy System
 - i. Minimum 180 mils DFT of approved epoxy coating

1.03 REFERENCES AND STANDARDS

- A. All references and standards listed shall be the latest revisions
- B. References
 - 1. American Society for Testing and Materials (ASTM)
 - 2. International standard Organization (ISO)
 - 3. National Association of Corrosion Engineers (NACE)

4. SSPC
 5. International Concrete Repair Institute (ICRI)
 6. American Concrete Institute
- C. ASTM Standards
1. ASTM D638: Tensile Properties of Plastics
 2. ASTM D790: Flexural Properties of Un-reinforced and Reinforced Plastics
 3. ASTM D695: Compressive Strength of Rigid Plastics
 4. ASTM D4541: Pull-off Strength of Coatings Using a Portable Adhesion Tester
 5. ASTM D2584: Volatile Matter Content
 6. ASTM D2240: Durometer Hardness, Type D
 7. ASTM D1653: Water Vapor Transmission of Organic Coating Films
 8. ASTM D543: Resistance of Plastics to Chemical Reagents
 9. ASTM C297: Flatwise Tensile Strength of Sandwich Constructions.
 10. ASTM E-1907: Calcium Chloride Test for Moisture Vapor Transmission.
 11. ASTM D-4263: Test Method for Indicating Moisture in concrete by Plastic Sheet Method.
 12. ASTM E-337: Test Method for Measuring Humidity with a Psychomotor.
 13. ASTM D-6132: Test Method for Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge.
 14. ASTM D-4138: Test Method for Measurement of Dry film Thickness of Protective Coating Systems by Destructive Means.
 15. ASTM D-4787: Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
- D. SSPC Standards
1. SSPC Publication No. 91-08: Surface Preparation Specifications
 2. SSPC TU-13: Surface Preparation of Concrete
 3. SSPC TU-2: Design, Installation and Maintenance of Coating Systems for Concrete
- E. NACE Standards
1. NACE Standard SP 0188: discontinuity (Holiday) Testing for Protective Coatings
 2. NACE Standard SP 0892: Linings Over Concrete for Immersion Service
 3. NACE No. 6: Surface Preparation of Concrete

4. NACE 6/SSPC 13: A Joint Standard for Surface Preparation of Concrete
- F. Other Standards
 1. ICRI Technical Guidelines 03730: Surface Preparation Guidelines for the Repair of Deteriorated Concrete Resulting from Reinforced Steel Corrosion
 2. ICRI Technical Guidelines 03731: Guide for Selecting Application Methods for the Repair of Concrete Surfaces
 3. ICRI Technical Guidelines 03732: Guide for Selecting and Specifying Surface Preparation for Sealers, Coatings and Membranes

1.04 SUBMITTALS

- A. All submittals shall be submitted in accordance with the applicable portions of these specifications.
- B. The Contractor shall submit the following information to the Engineer for approval prior to beginning the installation of the protective coating.
 1. Manufactures data sheets for the coating materials
 2. Third party test results verifying the physical properties of the coating materials meet or exceed the requirements of these specifications.
 3. Applicator's procedures for preparing the surface of the structure and installing the coating system.
 4. Documentation that the Applicator of the coating has been trained and certified by the Manufacturer.

2.00 PART 2 -- PRODUCTS

2.01 The Products and Manufacturers listed below are pre-approved for use on this Project.

2.02 All additional products that are pre-approved by the Engineer shall be identified in an addendum issued prior to the bid date.

2.03 100% POLYUREA PRODUCTS

- A. All products to be used on this project must be pre-approved by the Engineer prior to the bid date. The following products have been pre-approved for use on this project.
 1. Spectra Shield by CCI Spectrum, Inc.
 2. Nukote Aegis™ System by Nukote Coating Systems International, LLC

- B. Polyurea Coating
1. Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.
 2. Typical Chemical Analysis
 - a. "A" Component
 - i. Viscosity, at 77°F, cps. 450
 - ii. Physical State Liquid
 - iii. Hygroscopicity Reacts with water
 - b. "B" Component
 - i. Viscosity at 77°F, cps 500
 - ii. Physical State, Liquid
 - iii. Hygroscopicity Reacts with water
 - iv. Non-Volatile 100%
 - c. Reaction Profile (100 grams, 175°F sample)
 - i. Gel Time, seconds 10
 - ii. Tack Free Time, seconds 20
 - iii. Cure Time, seconds 90
 - d. Processing
 - e. A System/B System, volume ratio: 1.00 / 1.00
 3. Typical Physical Properties
 - a. Tensile Strength, PSI >2400
 - b. Elongation, % 200-300
 - c. Tear Strength, PLI >450
 - d. Shore D Hardness 50
- C. Polyurethane Foam
1. Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants.
 2. TYPICAL CHEMICAL ANALYSIS
 - a. "A" Component
 - i. Viscosity, 77° F, cps. 200
 - ii. Physical State Liquid
 - iii. Hygroscopicity Reacts with water and evolves CO2 gas
 - b. "B" Component
 - i. Viscosity, 77° F, cps. 660
 - ii. Physical State Liquid
 - iii. Hygroscopicity Absorbs water rapidly changing ratio
 - c. Reaction Profile (100 grams, 77°F sample)
 - i. Cream Time, seconds 1-4
 - ii. Tack Free time, seconds 5-8
 - iii. Rise Time, seconds 6-10

- d. Processing
 - i. A System / B System, volume ratio 1.00 / 1.00
- 3. Typical Physical Properties
 - a. Density, nominal, core, lbs/ft³ ASTM D-1622 @ 74° F 3-10
 - b. Closed Cell Content, % @ 74° F 90-95

3.00 PART 3 -- EXECUTION

3.01 INSTALLER QUALIFICATIONS

- A. All products must be installed by an Installer that has been trained and certified by the manufacturer.
- B. The Installer must provide verifiable documentation of the above certification and the successful installation of 250,000 square feet of the pre-approved products in sanitary sewer structures.

3.02 QUALITY ASSURANCE

- A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- B. Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

3.03 SAFETY

- A. Applicator shall perform his work in a manner to protect the health and safety of all workmen and the public.
- B. All work shall be in accordance with standard industry safety practices.
- C. All work, including entry into confined spaces shall be performed in strict compliance with current OSHA regulations.

3.04 PRE-COAT INSPECTION

- A. The applicator's vehicles and equipment must be able to access the structures to be coated under their own power.
- B. Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

- C. Installation of the protective coating shall not commence on any surfaces containing freshly poured concrete until the concrete substrate has properly cured, and in no case less than 28 days.

3.05 SURFACE PREPARATION

- A. Applicator shall inspect all surfaces specified to receive the surfacing system prior to surface preparation. Applicator shall promptly notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the surfacing system.
- B. All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.
- C. Surfaces to receive protective coating shall be cleaned to produce a sound concrete or masonry surface with adequate profile and porosity to provide a strong bond between the surfacing system and the substrate. Surface preparation methods shall be based upon the conditions of the substrate and the requirements of the surfacing system to be applied, but as a minimum, shall be in accordance with the manufacturer's guidelines.

3.06 APPLICATION

- A. The interior surfacing system shall be applied to the specified surfaces of all other structures.
- B. The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.
- C. The cured surfacing shall have proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the system manufacturer.
- D. When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.
- E. The system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.
- F. The system shall be compatible with the thermal conditions of the existing sewer structure surfaces.
- G. Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling,

- mixing, and environmental controls during application, safety, and equipment.
- H. The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.
 - I. The specified materials must be applied by an approved installer of the surfacing system.
 - J. The walls of the structure shall be lined with the surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be have proper sealing connections to all un-surfaced areas and shall be placed and cured in accordance with the recommendations of the system manufacturer.

4.00 PART 4 -- QUALITY ASSURANCE

- 4.01 Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM standards.
- 4.02 Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- 4.03 Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

4.04 TESTING AND INSPECTION

- A. Thickness of coatings should be measured using non-destructive methods as recommended by the system manufacturer to ensure a uniform thickness during application.
- B. The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on November 15, 2018 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of October, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 11, 2018 and October 18, 2018
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on November 15, 2018 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

CURED IN PLACE PIPE SEWER REPAIR – VARIOUS LOCATIONS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 2 day of October, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

Kermas Eaton, City Clerk

Publish on October 11, 2018 and October 18, 2018

City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



City of Hattiesburg, MS

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

Master

File Number: 2018-812

File ID: 2018-812

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 09/24/2018

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB 2018-248

Title:

Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: MEMORANDUM for CDBG Check Request October 2, 2018, INVOICES FOR CDBG Program Claims October 2, 2018

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-812

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Summary

CDBG Program Claims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: October 2, 2018

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$73.93**
Purpose of Request: Payment Request #7
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$100.00**
Purpose of Request: Payment Request #8
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$392.74**
Purpose of Request: Payment Request #9
Provided by: Breakthrough Community Services, Inc.

Receipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$800.00**
Purpose of Request: Payment Request #10
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$100.00**
Purpose of Request: Payment Request #11
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: **\$300.00**
Purpose of Request: Payment Request #12
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Bonner Analytical
Activity: Lead Inspection
Program: CDBG
Project Site: 216 North 19th Avenue
Amount Requested: **\$600.25**
Purpose of Request: Payment Request
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Lead Inspection
Program: CDBG
Project Site: 908 Dabbs Street
Amount Requested: **\$601.55**
Purpose of Request: Payment Request
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Lead Inspection
Program: CDBG
Project Site: 29 Collins Road
Amount Requested: **\$572.90**
Purpose of Request: Payment Request
Work Provided by: Bonner Analytical

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: October 2, 2018

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: \$73.93
Purpose of Request: Payment Request #7
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: \$100.00
Purpose of Request: Payment Request #8
Work Provided by: Breakthrough Community Services, Inc.

Recipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: \$392.74
Purpose of Request: Payment Request #9
Provided by: Breakthrough Community Services, Inc.

Receipient: Breakthrough Community Services, Inc.
Activity: Interim Assistance/
Program: CDBG
Project Site: 1313 Country Club Road
Amount Requested: \$800.00
Purpose of Request: Payment Request #10
Work Provided by: Breakthrough Community Services, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Breakthrough Community Services, Inc.

Interim Assistance/

CDBG

1313 Country Club Road

\$100.00

Payment Request #11

Breakthrough Community Services, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Breakthrough Community Services, Inc.

Interim Assistance/

CDBG

1313 Country Club Road

\$300.00

Payment Request #12

Breakthrough Community Services, Inc.

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Bonner Analytical

Lead Inspection

CDBG

216 North 19th Avenue**\$600.25**

Payment Request

Bonner Analytical

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Bonner Analytical

Lead Inspection

CDBG

908 Dabbs Street

\$601.55

Payment Request

Bonner Analytical

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Bonner Analytical

Lead Inspection

CDBG

29 Collins Road

\$572.90

Payment Request

Bonner Analytical



Breakthrough Community Services, Inc.



"Breaking the Shackles of Poverty through Services"

September 24, 2018

City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898
Hattiesburg, MS 39403

RE: Reimbursement Request

To Whom It May Concern:

This letter is to request reimbursement for Utility Assistance Program-Interim Assistance. These services include the following:

Invoice #7

- Check# 1681 \$100.00-MS Power
 - 543 Miller Street, Hattiesburg, MS 39401
- Check# 1680 \$185.72-MS Power
 - 36 Johnson Court, Apt. 10, Hattiesburg, MS 39401
- Check# 1682 \$100.00-MS Power
 - 904 Quinn Street, Hattiesburg, MS 39401

Invoice # 8

- Check# 1677 \$72.94-MS Power
 - 307 Vernon Dahmer Drive, Hattiesburg, MS 39401

Invoice # 9

- Check# 1676 \$100.00-MS Power
 - 543 Miller Street Hattiesburg, MS 39401
- Check# 1669 \$0.99-MS Power
 - 36 Johnson Court, Apt. 10, Hattiesburg, MS 39401

Sincerely,

Andrea Howlett

Andrea Howlett

I

The total amount being requested is \$800.00. If you have any questions or need additional information, please feel free to contact me at 601-582-3475.

Thank you,

Andrea Howlett



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

September 12, 2018

City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898
Hattiesburg, MS 39403

RE: Reimbursement Request

To Whom It May Concern:

This letter is to request reimbursement for Utility Assistance Program-Interim Assistance. These services include the following:

- Check# 1676 \$ 72.94 - Mississippi Power
- Check# 1669 \$ 0.99 - Mississippi Power

The total amount being requested is \$73.93. If you have any questions or need additional information, please feel free to contact me at 601-582-3475.

Thank you,

Andrea Howlett

Andrea Howlett
Housing Counselor
Breakthrough Community Services, Inc.



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	07	June 12, 2018 – July 28, 2018 July 5, 2018 – August 6, 2018

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 2 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	73.93
			\$ 73.93

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



Breakthrough Community Services, Inc.

"Breaking the Shackles of Poverty through Services"

September 12, 2018

City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898
Hattiesburg, MS 39403

RE: Reimbursement Request

To Whom It May Concern:

This letter is to request reimbursement for Utility Assistance Program-Interim Assistance. These services include the following:

- Check# 1679 \$100.00 - Mississippi Power
- Check# 1680 \$185.72 - Mississippi Power
- Check# 1681 \$109.60 - Mississippi Power
- Check# 1685 \$ 97.42 - Mississippi Power

The total amount being requested is \$492.74. If you have any questions or need additional information, please feel free to contact me at 601-582-3475.

Thank you,

Andrea Howlett

Andrea Howlett
Housing Counselor
Breakthrough Community Services, Inc.



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	08	June 13, 2018 to July 13, 2018

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 1 individual who met HUD's limited clientele definition. This individual was below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	100.00
			\$ 100.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	09	June 22, 2018 – July 24, 2018 July 5, 2018 – August 6, 2018

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 4 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	392.74
			\$ 392.74

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



Breakthrough Community Services, Inc.



"Breaking the Shackles of Poverty through Services"

September 21, 2018

City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898
Hattiesburg, MS 39403

RE: Reimbursement Request

To Whom It May Concern:

This letter is to request reimbursement for Utility Assistance Program-Interim Assistance. These services include the following:

Invoice #10

- Check# 1602 \$100.00-MS Power
 - 812 Arnold St. Apt. B14, Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 8 Woullard Ave., Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 812 Arnold St. Apt. 304, Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 802 Morton St., Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 812 Arnold St., Apt. 312, Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 29 Collins Rd., Hattiesburg, MS 39401
- Check# 1602 \$100.00-MS Power
 - 722 Monroe St., Hattiesburg, MS 39401
- Check# 1610 \$100.00-MS Power
 - 541 William Carey Pkway, Apt. 901, Hattiesburg, MS 39401

Invoice # 11

- Check# 1602 \$100.00-MS Power
 - 5 Vickers Circle, Hattiesburg, MS 39401

Invoice # 12

- Check# 1619 \$100.00-MS Power
 - 511 N 25th Ave., Hattiesburg, MS 39401
- Check# 1620 \$100.00-MS Power
 - 104 City Park Circle, Hattiesburg, MS 39401
- Check# 1637 \$100.00-MS Power
 - 203 S 11th #B, Hattiesburg, MS 39401

Sincerely,

Andrea Howlett

Andrea Howlett



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	10	11-27-2017 to 12-20-2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 7 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	800.00
			\$ 800.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	11	06-22-2018 to 07-24-2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 1 individual who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	100.00
			\$ 100.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



"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	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	12	02-14-2018 to 03-22-2018

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 7 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	300.00
			\$ 300.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 66940

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
09/18/18		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/18/18		

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD INSPECTION PERFORMED BY MAX BONNER 08-15-18 @ 216 N. 19TH AVENUE HATTIESBURG, MS	600.25	600.25

Invoice subtotal 600.25

Invoice total 600.25

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 66941

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
09/18/18		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/18/18		

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT INSPECTION PERFORMED BY MAX BONNER @ 908 DABBS STREET HATTIEBURG, MS	601.55	601.55

Invoice subtotal 601.55

Invoice total 601.55

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 66942

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
09/18/18		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
-----------------------	------------	--------------	------------------

09/18/18

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

1

1

LEAD BASED PAINT INSPECTION
PERFORMED BY MAX BONNER
11- 03-17 @ 29 COLLINS ROAD
HATTIEBURG, MS

572.90

572.90

Invoice subtotal

572.90

Invoice total

572.90

Thank You



City of Hattiesburg, MS

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

Master

File Number: 2018-815

File ID: 2018-815

Type: Regular Agenda Item

Status: Routine Agenda

Version: 2

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 09/24/2018

Brief Title: HOME Program Claim

Final Action:

Minute Book Number: MB 2018-248

Title:

Approve and authorize issuance of a manual check for HOME Program Claims per the attached memorandum. {Entitlement HOME}

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: MEMORANDUM for HOME Check Request October 2, 2018 Breakthrough 709 Highland Avenue, INVOICE FOR Breakthrough - 709 Highland Avenue

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	10/02/2018					

Text of Legislative File 2018-815

Title

Approve and authorize issuance of a manual check for HOME Program Claims per the attached memorandum. {Entitlement HOME}

Summary

HOME Program Claim

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Urban Development

SUBJECT: Authorize issuance of manual check for HOME Program Claim.

DATE: October 2, 2018

Recipient:	Breakthrough Community Services
Activity:	Rental Rehabilitation – Property Acquisition
Program:	HOME
Project Site:	709 Highland Avenue
Amount Requested:	\$13,500.00
Purpose of Request:	Payment Request #2
Work Provided by:	Breakthrough Community Services



"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
Acquisition Rental Rehab	709 Highland Avenue	2	September 06, 2018

Quantity	Description	Unit Price	Total
1	Electric rough end	1	15.0000.00
2	Heating and air rough end	1	
3	Gutting house	1	
1			\$15,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

REQUEST FOR FUNDS FORM

CHDO Name: Breakthrough Community Services Prepared by: Andrew Howell

Contact Phone Number: 601-582-3475 Contract Date: July 5, 2017

Payment Request Number: #2 CHDO Activity: 709 Highland Avenue – Rental Rehab

Estimated percentage (%) complete: 15%

Request for reimbursement of expense incurred between 08 /15/2018 and 09/06/2018.

Funds requested are for (check the appropriate choice)

☐ CHDO Developer Fee	☐ Operating Cost	☐ New Construction Development Cost	☒ Rehabilitation Development Cost
---	---	--	---

Payment Request Breakdown

Item Description	Amount requested
1) Electric rough in	\$15,000.00
2) Heating and air rough in	\$
3) Gutting house	\$

Project Cost Breakdown

HOME funds		Other project funds	
<i>This section to be completed by Developer</i>		<i>This section to be completed by Developer</i>	
Total Amount Requested for this Draw	\$15,000.00	Total Amount Requested for this Draw	\$-0-
<i>This section to be completed by City</i>			
Original Contract Amount	\$64,690.05	Original Contract Amounts	\$-0-
Total Change order amounts	\$ -0-	Total Change order amounts	\$-0-
Prior payments to date	\$10,795.31	Prior payments to date	\$-0-
Contract balance	\$53,894.74	Contract balances	\$-0-
Total amount approved	\$15,000.00	Total amounts approved	\$-0-
10% withheld	\$ 1,500.00	% withheld if any	\$-0-
This Payment Amount	\$13,500.00	Actual payment amounts	\$-0-
New Contract balance	\$40,397.74	New Contract balances	\$-0-
Total retainage held to date	\$ 2,699.47	Total retainage held to date	\$-0-

Authorized Signatures

Signature of Authorized Officer Requesting Funds <u>Arthur L. Siggers</u>	Print Name <u>Arthur L. Siggers</u>	Date <u>9-24-18</u>
Signature of City Housing Specialist	Print Name	Date
Signature of City Official Approving Disbursement <u>Clarence P. Williams</u>	Print Name <u>Clarence P. Williams</u>	Date <u>9-24-18</u>

INVOICE

INVOICE #11
DATE: 9/6/2018

FOR: RENTAL
709 Highland Avenue
Hattiesburg, MS 39401

DESCRIPTION	AMOUNT
Repairs completed	15,000.00
-Electric rough end	
-Heating and air rough end	
-Gutting House	
Curtis Holzman 9/6/18	
TOTAL	15,000

THANK YOU FOR YOUR BUSINESS!

BREAKTHROUGH COMMUNITY SERVICES, INC.
HATTIESBURG, MISSISSIPPI 39401

1749

Vendor: Curtis Holliman
For: Construction/repairs 709 Highland Ave
INVOICE INVOICE
DATE NUMBER DESCRIPTION
09/06/2018 4022010 Construction/repairs 709 H.

Date: 09/06/2018 Amount: 15,000.00
INVOICE DIST.
AMOUNT ACCOUNT
15,000.00 005107

1749
DIST.
AMOUNT
15,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

1749



BREAKTHROUGH COMMUNITY SERVICES, INC.

TAX ID# 31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

NUMBER
1749

FIFTEEN THOUSAND DOLLARS AND NO CENTS

DATE
09/06/2018
AMOUNT
*****15,000.00

PAY
TO THE
ORDER
OF

Curtis Holliman
145 Hinton Drive
Hattiesburg MS 39401
For: Construction/repairs 709 Highland Ave

Curtis Holliman
Arthur D. Biggs

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City of Hattiesburg, MS

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

Master

File Number: 2018-796

File ID: 2018-796

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 09/21/2018

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

Final Action:

Minute Book Number: MB 2018-248

Title:

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

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Memo's (10-02-18), Receipts (10-02-18), Deeds
(10-02-18), Executed - grave space deeds

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-796

Title

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

Summary

Approve the sale of grave spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: August 31, 2018

The following represents the grave spaces sold on August 31, 2018

Jimmy Smith

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 78, Section 34, Highland Cemetery

Herlon & Bettye Pierce

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 106, Section 21, Highland Cemetery

Joyce Merritt

(1) Space \$ 150.00

West Half (W ½) of the Southeast (SE ¼)

Lot 45, Section 1, South Hill Cemetery

Phillip E. Lee, Jr

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 87, Section 2, South Hill Cemetery

Pinkie E. Lee

(1) Space \$ 150.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 88, Section 2, South Hill Cemetery

Esther S. Chatman

(2) Spaces \$350.00

Northeast Quarter (NE ¼)

Lot 88, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 14, 2018

The following represents the grave spaces sold on September 14, 2018.

Jeanette Harris

(1) Space \$175.00

North Half (N ½) Of the Southeast Quarter (SE ¼)

Lot 45, Section 36, Highland Cemetery

Kevin Herron

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 20, Section 24, Highland Cemetery

Anquette Bridges

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 59, Section 34, Highland Cemetery

Hildonne Buckley

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 43, Section 35, Highland Cemetery

David & Bessie McCullar

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 57, Section 34, Highland Cemetery

Gwendolyn Jakes

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 7, Section 36, Highland Cemetery

Ashley Lynette Cameron

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 48, Section 34, Highland Cemetery

Sandra Annetta Simmons

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 108, Section 37, Highland Cemetery

Virginia Cobb

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 17, Section 34, Highland Cemetery

Larry D. Lewis

(1) Space \$ 150.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 92, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 21, 2018

The following represents the grave spaces sold on September 21, 2018

Maurice Hibbler

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 2, Section 34, Highland Cemetery

Maxie Brooks

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 58, Section 34, Highland Cemetery

Legacy Memorial

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 13, Section 36, Highland Cemetery

Legacy Memorial

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 19, Section 36, Highland Cemetery

Legacy Memorial

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 19, Section 36, Highland Cemetery

Legacy Memorial

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 13, Section 36, Highland Cemetery

Zachary/Aaliyah Frost Gossett

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 21, Section 34, Highland Cemetery

Lemon Gaddis

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 34, Section 34, Highland Cemetery

Michael Brooks, Sr

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 58, Section 34, Highland Cemetery

Johnathan Robinson

(2) Spaces \$ 300.00

Northwest Quarter (NW ¼)

Lot 68, Section 2, South Hill Cemetery

Mail box
134 East 2nd Ave
Hattiesburg, MS 39405

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08-23 20 18

SOLD TO:

Mr. Mrs. Miss Jimmy Smith

ADDRESS 622 New Orleans St Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 78 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy Smith
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08-22 20 18

SOLD TO:

Mr. Mrs. Miss Hermon & Bettye Pierce

ADDRESS 3204 Broadway Drive Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 106 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CR # 7100

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy Smith
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-30 20 18

SOLD TO:

Mr.. Mrs. Miss Joyce Merritt
ADDRESS 127 Pine Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 45 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

OK# 1174

CITY OF HATTIESBURG, MISSISSIPPI

By Anthony G. Galloway
Supt. of City Cemeteries

1723 Lincoln St. **CITY OF HATTIESBURG**
39402 **PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-28 20 18

SOLD TO:

Mr.. Mrs. Miss Phillip E. Lee, Jr
ADDRESS 203 Rawls Springs Loop Rd Hattiesburg, MS
39407

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 87 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Anthony G. Galloway
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08-28 20 18

SOLD TO:

Mr. Mrs. Miss Pinkie E. Lee

ADDRESS 202 Rawls Springs Loop Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 88 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By X. M. Bullock
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 08-28 20 18

SOLD TO:

Mr. Mrs. Miss Ester C. Chatman

ADDRESS 203 Rawls Springs Loop Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NE 1/4 Lot No. 88 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By X. M. Bullock
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-31 2018

SOLD TO:

Mr. Mrs. Miss Jeannette Harris
ADDRESS 1258 Richmond Rd. Hattiesburg, MS
39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 45 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Johnny Gleson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-07 2018

SOLD TO:

Mr. Mrs. Miss Kevin Herron
ADDRESS 805 Whitney Street Hattiesburg, MS
39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 20 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Johnny Gleson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Mail to:
P.O. Box 653
Hattiesburg, MS
39401

Hattiesburg, Miss., 09/11/ 2018

SOLD TO:

Mr. Mrs. Miss Angvette Bridges
ADDRESS 808 River St. Hattiesburg, MS
39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 59 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

By Beatrice Haze

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-07 2018

SOLD TO:

Mr.. Mrs. Miss Hildonne Buckler

ADDRESS 1258 Richburg Rd. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/4 Lot No. 43 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Gilson
Supt. of City Cemeteries

cash CK #3580

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-07 2018

SOLD TO:

Mr.. Mrs. Miss David & Bessie McCullar

ADDRESS 704 Walnut Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 57 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Gilson
Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/12/ 2018

SOLD TO:

Mr.. Mrs. Miss Gwendolyn Jakes

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/4 NW 1/4 Lot No. 7 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Bourne
Supt. of City Cemeteries

M.O. #9650

111961 10;

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-12 2018

SOLD TO:

Mr.. Mrs. Miss Ashley Lynette Cameron

ADDRESS 132 Hinton Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 48 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 260787518

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-12 2018

SOLD TO:

Mr.. Mrs. Miss Sandra Annetta Simmons

ADDRESS 1207 West Pine Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 108 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 3458

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

7416 Sunrise Rd
Peterson
39445

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-12 2018

SOLD TO:

Mr. Mrs. Miss Virginia Cobb

ADDRESS 305 Bay St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 17 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Sept 12 2018

SOLD TO:

Mr. Mrs. Miss Larry P. Lewis

ADDRESS 509 N. Chancellor Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 92 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK # 193

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-17 2018

SOLD TO:

Mr. Mrs. Miss Maurice Hwobler
ADDRESS 108 Wisteria Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 2 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jerry Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-17 2018

SOLD TO:

Mr. Mrs. Miss Maxie Brooks
ADDRESS 410 East Side Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 58 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jerry Nelson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-18 2018

SOLD TO:

Mr. Mrs. Miss Legacy Memorial
ADDRESS 1207 West Pine St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 13 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CR# 3466

CITY OF HATTIESBURG, MISSISSIPPI

By Jerry Nelson
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-18 20 18

SOLD TO:

Mr.. Mrs. Miss Legacy Memorial
ADDRESS 1207 West Pine St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 19 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3466

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy Bulson
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-18 20 18

SOLD TO:

Mr.. Mrs. Miss Legacy Memorial
ADDRESS 1207 West Pine Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 19 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3466

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy Bulson
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09/18/ 20 18

SOLD TO:

Mr.. Mrs. Miss Legacy Memorial
ADDRESS 1207 West Pine St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 13 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3466

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy Bulson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-17 2018

SOLD TO:

Mr. Mrs. Miss Zachary/Aaliyah Frost Gossett

ADDRESS 1207 N 25th Ave Apt #4 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 21 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By DaTonya Wilson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-18 2018

SOLD TO:

Mr. Mrs. Miss Lemon Gaddis

ADDRESS 1712 Camp St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 34 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 460.

CITY OF HATTIESBURG, MISSISSIPPI

By DaTonya Wilson
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-19 2018

SOLD TO:

Mr.. Mrs. Miss Michael Brooks Sr

ADDRESS 410 Eastside Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 58 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #112024

CITY OF HATTIESBURG, MISSISSIPPI

By Darby Gless
Supt. of City Cemeteries

mail to:
32 Southfork Dr.
Petal, MS 39465
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-20 2018

SOLD TO:

Mr.. Mrs. Miss Johnathan Robinson

ADDRESS 510 Barry St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 268 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Darby Gless
Supt. of City Cemeteries

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 Jimmy Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 78

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

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, Herlon & Bettye Pierce, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 106 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day October 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce Merritt, 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 (W½) of the Southeast Quarter (SE¼)

Lot Number: 45

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Phillip E. Lee, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot Number: 87

Section Number: 2

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pinkie E. Lee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot Number: 88

Section Number: 2

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and 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 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Esther S. Chatman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 88

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) 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 2nd day of October 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jeanette Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 45

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kevin Herron, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 20

Section 24

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anquette Bridges, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 59

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hildonne Buckley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 43

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

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, David & Bessie McCullar, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 57 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day October 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gwendolyn Jakes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 7

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ashely Lynette Cameron, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 48

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sandra Annetta Simmons, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 108

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Virginia Cobb, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 17

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Larry D. Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot Number: 92

Section Number: 2

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maurice Hibbler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 2

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maxie Brooks, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 13

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 19

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 19

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 13

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Zachary/Aaliyah Frost Gossett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 21

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lemon Gaddis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 34

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Brooks, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Johnathan Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number: 68

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
Two (2) 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 2nd day of October 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jimmy Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 78

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
CITY CLERK

[Signature]
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

ID NO. 00572
Commission Expires
11/05/2018

[Signature]
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, Herlon & Bettye Pierce, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 106 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

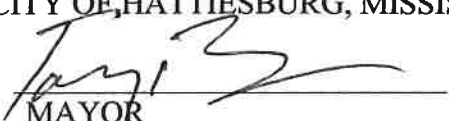
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day October 2018.

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce Merritt, 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 (W½) of the Southeast Quarter (SE¼)

Lot Number: 45

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.

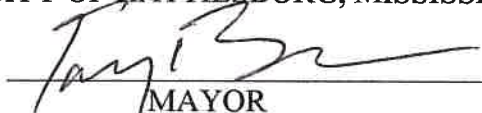
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

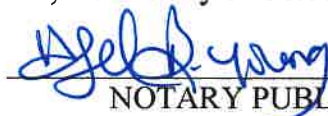

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Phillip E. Lee, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot Number: 87

Section Number: 2

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 2nd day of October, 2018.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

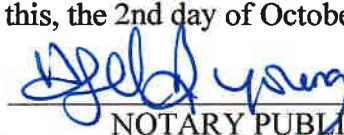

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Pinkie E. Lee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot Number: 88

Section Number: 2

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.

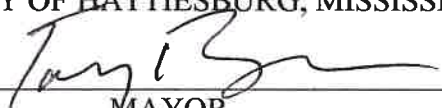
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI


CITY CLERK
(S E A L)

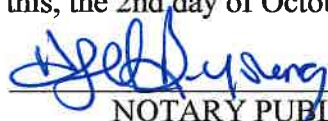

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Esther S. Chatman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 88

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) 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 2nd day of October 2018.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

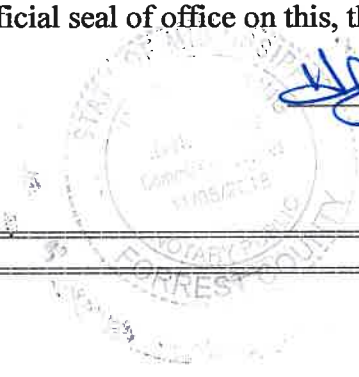
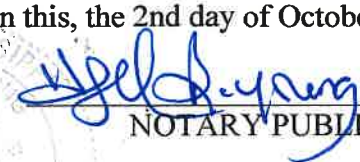
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jeanette Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 45

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.

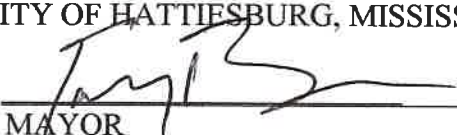
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

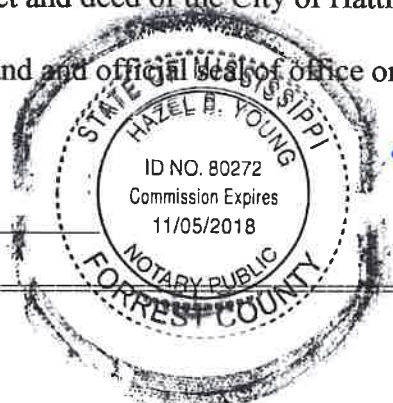
(S E A L)

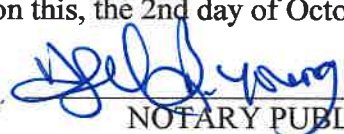
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kevin Herron, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 20

Section 24

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.

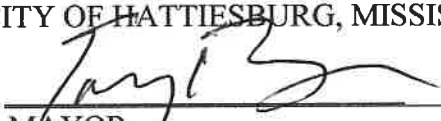
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

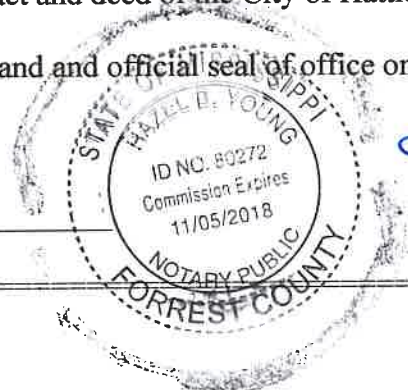
(S E A L)

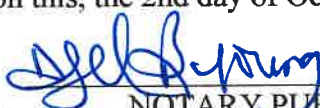
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anquette Bridges, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 59

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

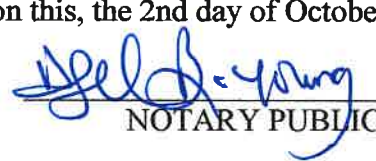
(S E A L)

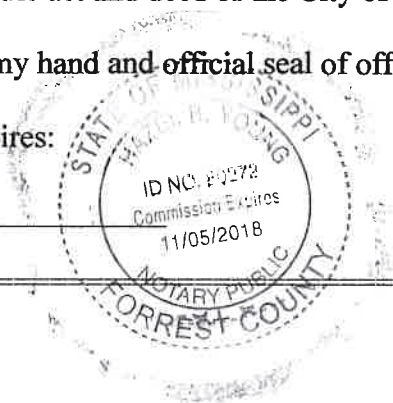
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

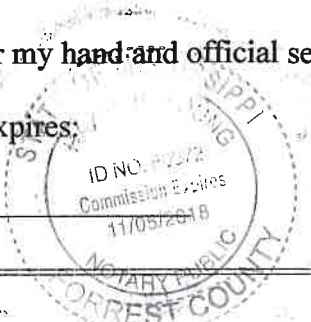
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

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, David & Bessie McCullar, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 57 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day October 2018.

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018

My Commission Expires:



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gwendolyn Jakes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 7

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

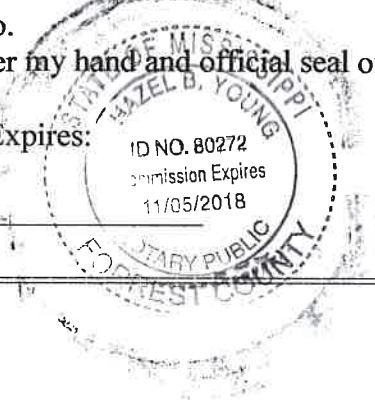
(SEAL)

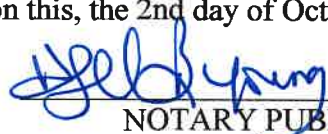
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:


ID NO. 80272
Commission Expires
11/05/2018


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ashely Lynette Cameron, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 48

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

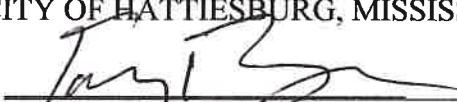
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

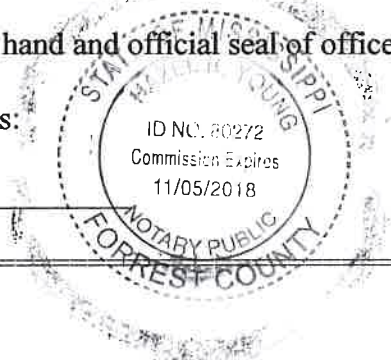
(S E A L)

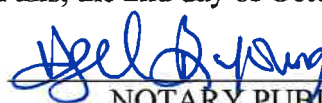
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sandra Annetta Simmons, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 108

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 2nd day of October, 2018.

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Virginia Cobb, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 17

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

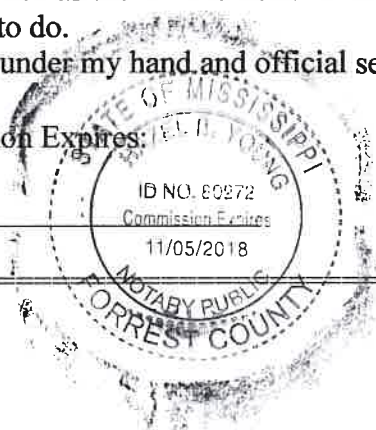
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Larry D. Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot Number: 92

Section Number: 2

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 2nd day of October, 2018.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

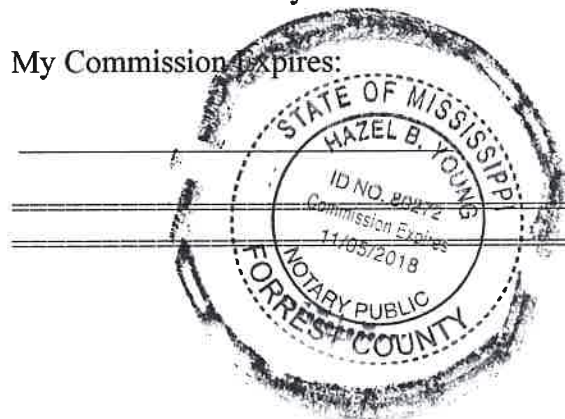

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maurice Hibbler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 2

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

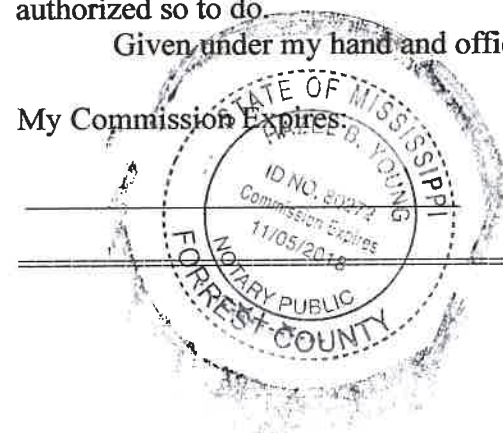
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and 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 2nd day of October, 2018.

My Commission Expires




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maxie Brooks, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 58 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

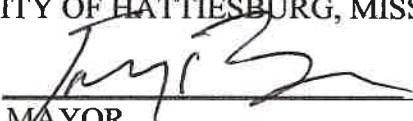
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

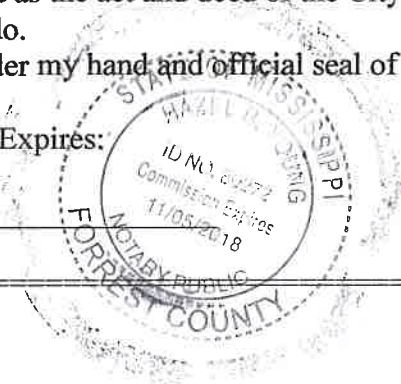
(S E A L)

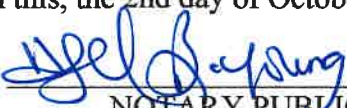
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 13

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.

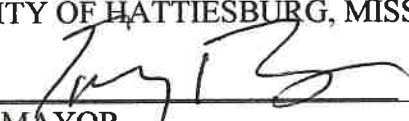
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

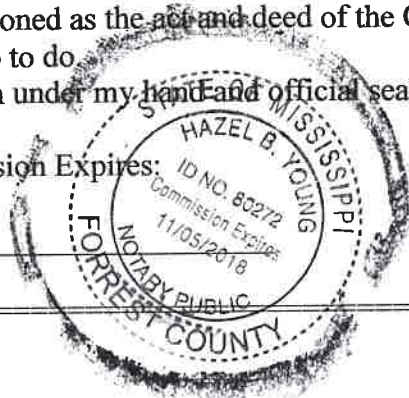
(SEAL)

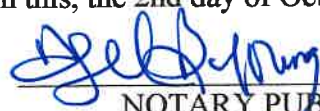
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 19

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.

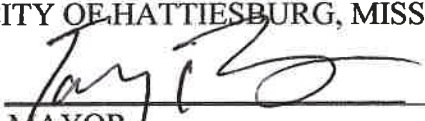
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

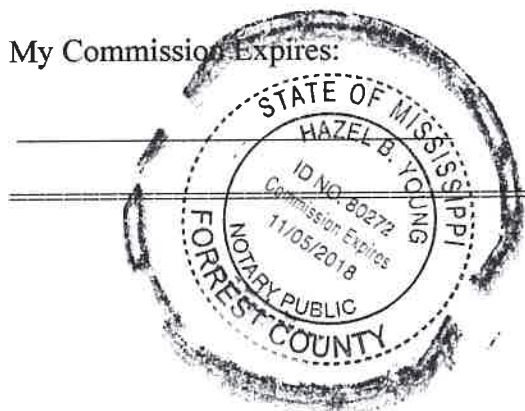
(S E A L)

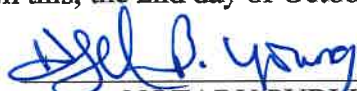
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 19

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.

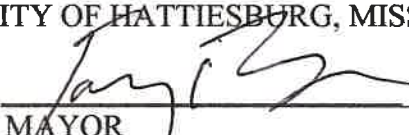
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

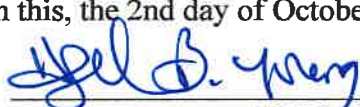
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Legacy Memorial, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 13

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 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

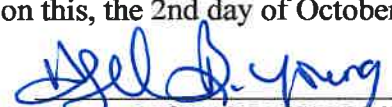
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Zachary/Aaliyah Frost Gossett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 21

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

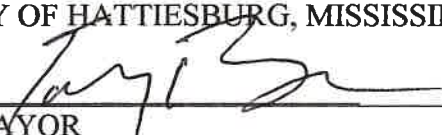
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

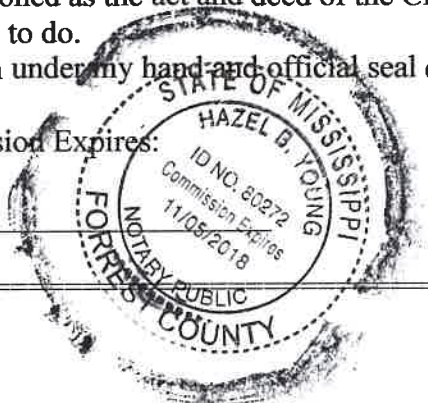
(S E A L)

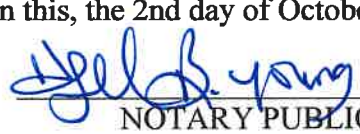
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

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 Lemon Gaddis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 34

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:

CITY OF ~~HATTIESBURG~~, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

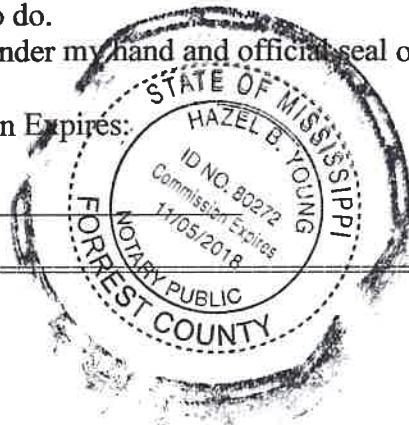
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Brooks, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 58

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

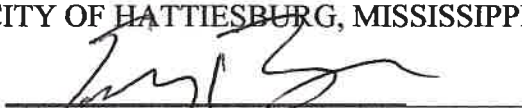
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of October, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

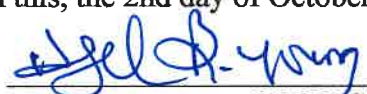
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), 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 Johnathan Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number: 68

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) 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 2nd day of October 2018.

ATTEST:



CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

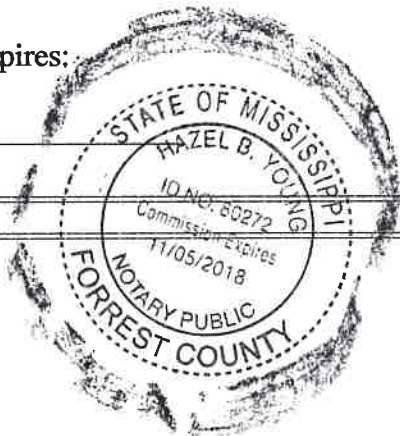

MAYOR

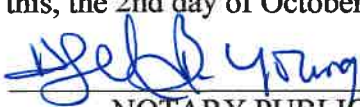
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of October, 2018.

My Commission Expires:





NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2018-833

File ID: 2018-833

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 09/25/2018

Brief Title: Claims docket for the period ending 9-30-2018.

Final Action:

Minute Book Number: MB 2018-248

Title:

Approve claims docket for the period ending September 30, 2018.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: DOCKET 18.09-30

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/02/2018					

Text of Legislative File 2018-833

Title

Approve claims docket for the period ending September 30, 2018.

Summary

Claims Docket for the period ending 9/30/2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A/C PARTS & EQUIPMENT	41056	00182845	17008421	A/C SUPP EMP MED CLINIC	09/30/18	266383	58.07-
A/C PARTS & EQUIPMENT							
Sum							58.07-
00001 AAMCO TRANS/AUTOMOTIVE S I140526		00182950	17008431	ENGINE ASSEMBLY U#15921 TRAFF	09/30/18	266384	4,049.00-
00001 AAMCO TRANS/AUTOMOTIVE S 106519		00183078	17008471	A/C REPR U#18603 TRAFFIC	09/30/18	266384	712.35-
00001 AAMCO TRANS/AUTOMOTIVE S I140534		00183027	17008480	REPRS U#11970 SANIT	09/30/18	266384	1,018.78-
00001 AAMCO TRANS/AUTOMOTIVE S 106511		00182884	17008482	REPRS U#13175 AIRPORT	09/30/18	266384	2,936.35-
00001 AAMCO TRANS/AUTOMOTIVE S 106428		00182237	17008538	REPRS U#18327 POLICE	09/30/18	266384	2,364.00-
00001 AAMCO TRANS/AUTOMOTIVE S I140445		00182410	17008641	REPRS U#20053 DRNGE DEPT	09/30/18	266384	1,101.08-
00001 AAMCO TRANS/AUTOMOTIVE S 106258		00181054	17008683	REPRS U#19705 POLICE	09/30/18	266384	3,267.07-
AAMCO TRANS/AUTOMOTIVE S							
Sum							15,448.63-
00001 ADVANCE AUTO PARTS	560482662457	00182093	17008533	REPR PTS U#18204 POLICE	09/30/18	266386	93.44-
ADVANCE AUTO PARTS							
Sum							93.44-
00001 AFFORDABLE EMERGENCY LIG 1094(A)		00180005	17008540	INSTALL EQUIP 10 NEW UNITS	09/30/18	266387	13,600.00-
00001 AFFORDABLE EMERGENCY LIG 1094(B)		00183132	17008541	ADDL AMT DUE PO#180005	09/30/18	266387	1,075.00-
AFFORDABLE EMERGENCY LIG							
Sum							14,675.00-
00001 AIRDESIGNS SIGN & GRAFFI 505673		00182913	17008299	DOOR NAME ELLENBURG TRAFFIC	09/30/18	266388	40.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							40.00-
00001 ALLBRITTON CHAIN SAW & L 59445		00182889	17008347	CHAINSAW REPR STREET DEPT	09/30/18	266389	43.91-
00001 ALLBRITTON CHAIN SAW & L 59495		00182975	17008440	WEEDEATER STRAPS HEALTH DIV	09/30/18	266389	89.70-
00001 ALLBRITTON CHAIN SAW & L 59538		00183032	17008483	REPR PTS U#20433 CEMETERY	09/30/18	266389	108.70-
ALLBRITTON CHAIN SAW & L							
Sum							242.31-
00001 AMERICAN PRINTING & OFFI 7610		00181124	17008290	STRIPPING U#17114 POLICE	09/30/18	266391	65.00-
AMERICAN PRINTING & OFFI							
Sum							65.00-
00001 ARCHER, RUSSELL	TRAV ADVANCE	00183035	17008405	TRAV ADV PASTFORWARD CONF CA	09/30/18	266392	1,460.00-
00001 ARCHER, RUSSELL	TRAV ADVANCE	00183144	17008522	TRAV ADV WOOD WINDOWS TRNG	09/30/18	266392	82.00-
ARCHER, RUSSELL							
Sum							1,542.00-
00001 AREA DEVELOPMENT PARTNER 4426		00183177	17008631	FIRST FRIDAY AD 10/18-10/19	09/30/18	266394	800.00-
AREA DEVELOPMENT PARTNER							

Sum								800.00-
00001	AT&T	601M81832700	02018864	17008382	MNTHLY SERV 9/18 VARI DEPTS	09/30/18	266395	13,745.03-
00001	AT&T	601545491010	02018865	17008398	SERV 9/8-10/7/18 DISPATCH	09/30/18	266396	170.80-
00001	AT&T	601M26940440	00201811	17008399	SERV 9/8-10/7/18 POLICE	09/30/18	266397	76.00-
00001	AT&T	601M26684200	00183117	17008525	INTERACT SUPPORT	09/30/18	266398	6,790.00-
00001	AT&T	601M26491400	00183117	17008526	INTERACT SUPPORT	09/30/18	266399	47.00-
00001	AT&T	089314932900	02018873	17008576	LONG DIST 9/15-10/15 DISPATCH	09/30/18	266400	42.52-

AT&T								
Sum								20,871.35-
00001	AT&T MOBILITY	287273861504	00182999	17008360	GPS TRACKING 8/18 VARI DEPTS	09/30/18	266401	4,169.62-

AT&T MOBILITY								
Sum								4,169.62-
00001	AUTO ARMATURE SERVICE IN 13977		00182968	17008434	BATTERIES U#20068 SANIT	09/30/18	266402	317.90-
00001	AUTO ARMATURE SERVICE IN 13978		00182968	17008435	BATTERY U#14408 SANIT	09/30/18	266402	229.95-
00001	AUTO ARMATURE SERVICE IN 13985		00183024	17008458	ALTERNATOR U#14402 SANIT	09/30/18	266402	229.95-
00001	AUTO ARMATURE SERVICE IN 14022		00183124	17008614	BATTERY U#11970 SANIT	09/30/18	266402	74.95-

AUTO ARMATURE SERVICE IN								
Sum								852.75-
00001	AUTO ZONE	0139649514	00180733	17008534	REPR PTS POLICE STOCK	09/30/18	266403	133.99-

AUTO ZONE								
Sum								133.99-
00001	AUTOMOTIVE GLASS SPECIAL I225689		00183083	17008622	REPR PTS U#19887 SANIT	09/30/18	266404	145.00-

AUTOMOTIVE GLASS SPECIAL								
Sum								145.00-
00001	BIG IRON DIESEL REPAIR L RO2734		00180523	17008349	REPRS U#14402 SANIT	09/30/18	266410	395.23-
00001	BIG IRON DIESEL REPAIR L RO2926		00183029	17008568	REPRS U#13892 ST CLEAN	09/30/18	266410	475.00-

BIG IRON DIESEL REPAIR L								
Sum								870.23-
00001	BODY TECH INC	4750 PO#1797	00179747	17008448	REPRS U#17893 POLICE	09/30/18	266412	847.45-

BODY TECH INC								
Sum								847.45-
00001	BROADDUS & ASSOCIATES	4102-13 & 41	00183150	17008530	SERVS THRU 9/30/18	09/30/18	266417	3,727.50-

BROADDUS & ASSOCIATES								
Sum								3,727.50-
00001	BROWNELLS INC	16383072.00	00183076	17008698	COMPETITION ELECTRONICS ACDMY	09/30/18	266418	249.98-

BROWNELLS INC								
Sum								249.98-
00001	BUNKER GEAR SPECIALISTS	33544	00182509	17008514	HELMET FRONTS PROMOTED MEN	09/30/18	266420	485.16-

BUNKER GEAR SPECIALISTS								
Sum								485.16-
00001	BURNHAM, WILLIAM S	TRAVEL REIMB	00182995	17008362	EXPNS TRENCH RESCUE TRNG	09/30/18	266422	56.54-

BURNHAM, WILLIAM S

Sum												56.54-
00001	BURROUGHS DIESEL INC	17404	LABOR	00182920	17008656	LABOR CHG U#13933	REPRS	09/30/18	266423			238.59-

BURROUGHS DIESEL INC

Sum												238.59-
00001	C STUDIO	CS2018-058		00183136	17008537	PHOTO ASST.CHIEF SEALY		09/30/18	266425			147.73-

C STUDIO

Sum												147.73-
00001	CANON FINANCIAL SERVICES	19220641		00183046	17008401	COPIER 8/1-9/30/18	PURCH	09/30/18	266427			181.85-

CANON FINANCIAL SERVICES

Sum												181.85-
00001	CARQUEST AUTO PARTS STOR	14758-114395		00182278	17008291	REPR PTS U#20425/STOCK		09/30/18	266430			296.66-
00001	CARQUEST AUTO PARTS STOR	14758-114389		00182448	17008292	REPR PTS VARI UNITS/STOCK		09/30/18	266430			372.39-
00001	CARQUEST AUTO PARTS STOR	14758-113559		00182354	17008324	REPR PTS U#14714 HEALTH DIV		09/30/18	266430			469.19-
00001	CARQUEST AUTO PARTS STOR	14758-114399		00182940	17008338	REPR PTS U#18327 POLICE		09/30/18	266430			141.35-
00001	CARQUEST AUTO PARTS STOR	14758-111802		00181257	17008384	REPR PTS DODGE DURANGE M/ADM		09/30/18	266430			23.30-
00001	CARQUEST AUTO PARTS STOR	14758-114451		00182759	17008392	REPR PTS U#11945/11970 SHOP		09/30/18	266430			172.97-
00001	CARQUEST AUTO PARTS STOR	14758-114518		00182538	17008427	REPR PTS POLICE UNITS/STOCK		09/30/18	266430			1,401.66-
00001	CARQUEST AUTO PARTS STOR	14758-114274		00182800	17008432	REPR PTS VARI UNITS/STOCK		09/30/18	266430			1,674.55-
00001	CARQUEST AUTO PARTS STOR	14758-114189		00182758	17008436	REPR PTS SANIT STOCK		09/30/18	266430			575.10-
00001	CARQUEST AUTO PARTS STOR	14758-114307		00182760	17008437	REPR PTS U#11970 SANIT		09/30/18	266430			60.28-
00001	CARQUEST AUTO PARTS STOR	14758-114698		00182239	17008512	REPR PTS VARI POLICE UNITS		09/30/18	266430			650.64-
00001	CARQUEST AUTO PARTS STOR	14758-114646		00182899	17008562	REPR PTS VARI P/W UNITS		09/30/18	266430			112.67-
00001	CARQUEST AUTO PARTS STOR	14758-114714		00182971	17008615	REPR PTS U#15893 SANIT		09/30/18	266430			104.16-
00001	CARQUEST AUTO PARTS STOR	14758-114583		00183023	17008616	REPR PTS U#15893 SANIT		09/30/18	266430			74.33-
00001	CARQUEST AUTO PARTS STOR	14758-114587		00183017	17008721	REPR PTS U#20053 PUB WORKS		09/30/18	266430			40.64-
00001	CARQUEST AUTO PARTS STOR	14758-114717		00183103	17008724	REPR PTS U#14714 ST CLEAN		09/30/18	266430			56.97-
00001	CARQUEST AUTO PARTS STOR	14758-114932		00183210	17008725	TIRE GAUGE AIRPORT		09/30/18	266430			66.49-

CARQUEST AUTO PARTS STOR

Sum												6,293.35-
00001	CENTER FOR GOVERNMENT AN	REG JONES 10		00183206	17008670	REG JONES MUN CLK TRNG CRSE		09/30/18	266431			200.00-

CENTER FOR GOVERNMENT AN

Sum												200.00-
00001	CERTIFIED LABORATORIES	3230267		00181848	17008464	CHEMICALS HEALTH DIV		09/30/18	266433			4,510.00-

CERTIFIED LABORATORIES

Sum												4,510.00-
00001	CHEM-AQUA	3169834		00180277	17008352	COOLING TOWER MAINT 6/18		09/30/18	266435			752.08-

CHEM-AQUA

Sum												752.08-
00001	CINTAS CORPORATION #J66	J66606549		00182958	17008342	UNIFORMS 9/10 TRAFFIC		09/30/18	266439			31.32-
00001	CINTAS CORPORATION #J66	J66606551		00182958	17008343	MOP/MAT 9/10 TRAFFIC		09/30/18	266439			7.90-
00001	CINTAS CORPORATION #J66	J66606547		00182989	17008368	UNIFORMS 9/10 SHOP		09/30/18	266439			39.93-
00001	CINTAS CORPORATION #J66	J66606544		00182989	17008369	UNIFORMS 9/10 PUBLIC WORKS		09/30/18	266439			156.38-
00001	CINTAS CORPORATION #J66	J66606548		00182989	17008370	UNIFORMS 9/10 PUBLIC WORKS		09/30/18	266439			66.10-
00001	CINTAS CORPORATION #J66	J66606542		00182989	17008371	UNIFORMS 9/10 PUBLIC WORKS		09/30/18	266439			10.00-

00001	CINTAS CORPORATION	#J66	J66606545	00182989	17008372	UNIFORMS 9/10 PUBLIC WORKS	09/30/18	266439	32.97-
00001	CINTAS CORPORATION	#J66	J66606546	00182989	17008373	UNIFORMS 9/10 SANIT	09/30/18	266439	182.53-
00001	CINTAS CORPORATION	#J66	J66606550	00182990	17008374	MOP/MAT 9/10 GO&FS	09/30/18	266439	24.96-
00001	CINTAS CORPORATION	#J66	J66606552	00182990	17008375	MOP/MAT 9/10 SANIT	09/30/18	266439	24.04-
00001	CINTAS CORPORATION	#J66	J66607770	00182997	17008376	UNIFORMS 9/17 CONSTR	09/30/18	266439	73.69-
00001	CINTAS CORPORATION	#J66	J66607776	00183030	17008416	UNIFORMS 9/17 TRAFFIC	09/30/18	266439	31.32-
00001	CINTAS CORPORATION	#J66	J66607778	00183030	17008417	MOP/MAT 9/17 TRAFFIC	09/30/18	266439	7.90-
00001	CINTAS CORPORATION	#J66	J66607777	00183066	17008455	MOP/MAT 9/17 GO&FS	09/30/18	266439	24.96-
00001	CINTAS CORPORATION	#J66	J66607779	00183066	17008456	MOP/MAT 9/17 SANIT	09/30/18	266439	24.04-
00001	CINTAS CORPORATION	#J66	J66607774	00183062	17008472	UNIFORMS 9/17 SHOP	09/30/18	266439	36.10-
00001	CINTAS CORPORATION	#J66	J66607771	00183062	17008473	UNIFORMS 9/17 PUBLIC WORKS	09/30/18	266439	188.62-
00001	CINTAS CORPORATION	#J66	J66607775	00183062	17008474	UNIFORMS 9/17 PUBLIC WORKS	09/30/18	266439	66.10-
00001	CINTAS CORPORATION	#J66	J66607769	00183062	17008475	UNIFORMS 9/17 PUBLIC WORKS	09/30/18	266439	10.00-
00001	CINTAS CORPORATION	#J66	J66607772	00183062	17008476	UNIFORMS 9/17 PUBLIC WORKS	09/30/18	266439	32.97-
00001	CINTAS CORPORATION	#J66	J66607773	00183062	17008477	UNIFORMS 9/17 SANIT	09/30/18	266439	185.06-
00001	CINTAS CORPORATION	#J66	J66609022	00183209	17008674	UNIFORMS 9/24 TRAFFIC	09/30/18	266439	31.32-
00001	CINTAS CORPORATION	#J66	J66609024	00183209	17008675	MOP/MAT 9/24 TRAFFIC	09/30/18	266439	7.90-
00001	CINTAS CORPORATION	#J66	66609016	00183204	17008691	UNIFORMS 9/24 CONSTR	09/30/18	266439	73.69-

CINTAS CORPORATION #J66									
Sum									1,369.80-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 9/18	02018889	17008649	TRF 2ND 9/18	PAYROLL	09/25/18	112999	1,146,153.36-

CITY OF HATTIESBURG FUND									
Sum									1,146,153.36-
00001	CLEMTS HARDWARE	PO#183079 9/	00183079	17008481	HAMMER SANIT	DEPT	09/30/18	266442	6.99-

CLEMTS HARDWARE									
Sum									6.99-
00001	CMC RESCUE INC	441551	00181611	17008543	SEARCH/RESCUE EQUIP P/F	ACDMY	09/30/18	266443	4,495.00-

CMC RESCUE INC									
Sum									4,495.00-
00001	COBURN'S SUPPLY CO INC	601349519	00181121	17008341	A/C REPR PTS #4	FIRE STA	09/30/18	266444	478.10-

COBURN'S SUPPLY CO INC									
Sum									478.10-
00001	COMCAST CABLEVISION OF H	839641073089	00183179	17008635	CABLE SERV CITY HALL	2 MONTHS	09/30/18	266445	246.60-

COMCAST CABLEVISION OF H									
Sum									246.60-
00001	COMMERCIAL STATIONERY CO	417013-0	00182931	17008542	STEEL STACK CHAIRS	CLASSROOM	09/30/18	266446	1,562.32-

COMMERCIAL STATIONERY CO									
Sum									1,562.32-
00001	COMPREHENSIVE RADIOLOGY	ICRS287933 H	00183060	17008491	SRV 8/21/18	HOLLIMON PRISONER	09/30/18	266447	44.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS7622 LYL	00183060	17008492	SRV 9/6/18	LYLES PRISONER	09/30/18	266447	34.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS7622 LYL	00183060	17008493	SRV 9/6/18	LYLES PRISONER	09/30/18	266447	34.00-
00001	COMPREHENSIVE RADIOLOGY	138214 WRIGH	00183060	17008494	SRV 6/24/18	WRIGHT PRISONER	09/30/18	266447	425.00-

COMPREHENSIVE RADIOLOGY									
Sum									537.00-

00001 CONNECTION INC	56131458	00182713 17008609 IPAD COVER R PERKINS	09/30/18	266448	89.76-

CONNECTION INC					
Sum					89.76-
00001 COUNTRY CREEK RV CENTER	150112	00182939 17008535 REPR PTS POL COMMAND CENTER	09/30/18	266450	47.98-

COUNTRY CREEK RV CENTER					
Sum					47.98-
00001 CRAIN TRACTOR & EQUIPMEN	CP59039	00182126 17008325 REPR PTS U#15514 AIRPORT	09/30/18	266453	227.66-
00001 CRAIN TRACTOR & EQUIPMEN	CP60072	00182891 17008344 REPR PTS U#15999 STREET	09/30/18	266453	24.99-
00001 CRAIN TRACTOR & EQUIPMEN	CP60185	00182894 17008345 REPR PTS FRT CHG U#15999 ST	09/30/18	266453	17.55-

CRAIN TRACTOR & EQUIPMEN					
Sum					270.20-
00001 CUSTOM CREATIONS	16808	00183003 17008412 FLAG PRINTING RECRUIT CLS #35	09/30/18	266455	30.00-

CUSTOM CREATIONS					
Sum					30.00-
00001 D P S CRIME LAB	90068461	00180359 17008339 ANALYTICAL FEES POLICE DEPT	09/30/18	266457	600.00-

D P S CRIME LAB					
Sum					600.00-
00001 DAKTECH COMPUTERS	INV0335558	00182548 17008717 COMPUTER FIRE ADM	09/30/18	266458	1,099.00-

DAKTECH COMPUTERS					
Sum					1,099.00-
00001 DELGADO, DEBORAH DENARD	TRAVEL REIMB	00183174 17008630 EXPNS NBC-LEO CONF FLORIDA	09/30/18	266460	332.32-

DELGADO, DEBORAH DENARD					
Sum					332.32-
00001 DELK'S TIRE SALES AND SE	2444	00183165 17008701 TIRES U#15915 LAND CODE	09/30/18	266461	194.00-

DELK'S TIRE SALES AND SE					
Sum					194.00-
00001 DENSON OIL COMPANY INC	115767	00182981 17008519 GAS FOR P/W FUEL STATION	09/30/18	266462	14,064.41-

DENSON OIL COMPANY INC					
Sum					14,064.41-
00001 DOLEAC ELECTRIC CO INC	CEO-X1	00182438 17008642 GENERATOR BATTERY ENGR DEPT	09/30/18	266463	475.00-

DOLEAC ELECTRIC CO INC					
Sum					475.00-
00001 ECONOMY SUPPLY CO	302850	00183106 17008561 LOCKS/KEYS P/W BACK DOOR	09/30/18	266466	28.00-

ECONOMY SUPPLY CO					
Sum					28.00-
00001 EDWARDS, ELLOIT	TRAVEL REIMB	00183149 17008544 EXPNS FIRE INSPECTOR CLASS	09/30/18	266467	115.81-

EDWARDS, ELLOIT					
Sum					115.81-
00001 EG SYSTEMS INC	14925	00176177 17008671 2017 1099 SOFTWARE ACCTG DEPT	09/30/18	266468	119.00-

EG SYSTEMS INC

Sum								119.00-
00001	ELKINS WHOLESALE INC	355576	00181734	17008415	JANIT SUPP FIRE DEPT	09/30/18	266470	258.15-
00001	ELKINS WHOLESALE INC	359888-00	00182994	17008433	GLOVES SANIT DEPT	09/30/18	266470	101.40-
00001	ELKINS WHOLESALE INC	353242-02	00181083	17008575	JANIT SUPP FIRE DEPT	09/30/18	266470	84.54-
00001	ELKINS WHOLESALE INC	357541	00182350	17008605	JANIT SUPP FIRE DEPT	09/30/18	266470	606.64-
00001	ELKINS WHOLESALE INC	359679	00182959	17008699	JANIT SUPP FIRE DEPT	09/30/18	266470	664.17-

ELKINS WHOLESALE INC

Sum								1,714.90-
00001	ELLARD, ANDREW	TRAVEL ADVAN	00183034	17008406	TRAV ADV MGMT ASSN CONF	09/30/18	266471	82.00-

ELLARD, ANDREW

Sum								82.00-
00001	EMPIRE TRUCK SALES (H'BU	CE006141258:	00182537	17008316	REPR PTS SANIT STOCK	09/30/18	266473	132.60-
00001	EMPIRE TRUCK SALES (H'BU	CE006141713:	00182824	17008317	REPR PTS U#20069/20071 SANIT	09/30/18	266473	1,220.40-
00001	EMPIRE TRUCK SALES (H'BU	CE006141766:	00182857	17008348	REPR PTS U#15892 SANIT	09/30/18	266473	92.49-
00001	EMPIRE TRUCK SALES (H'BU	CE006142258:	00181859	17008617	REPR PTS U#15892 SANIT	09/30/18	266473	133.31-
00001	EMPIRE TRUCK SALES (H'BU	RE006028614:	00181856	17008623	REPRS U#19755 SANIT	09/30/18	266473	2,413.19-

EMPIRE TRUCK SALES (H'BU

Sum								3,991.99-
00001	ENVIRONMENTAL SAFETY & I	5306(A)	00183061	17008628	LIQUITUBE/PUMP KIT AIRPORT	09/30/18	266474	279.00-
00001	ENVIRONMENTAL SAFETY & I	5306(B)	00183067	17008629	ADDL AMT DUE PO#183061	09/30/18	266474	100.00-

ENVIRONMENTAL SAFETY & I

Sum								379.00-
00001	EQUIFAX INFORMATION SERV	5010484	00183064	17008467	ONLINE INVESTIGATION	09/30/18	266475	10.62-

EQUIFAX INFORMATION SERV

Sum								10.62-
00001	EVERBRIDGE/NIXLE	M39354	00183175	17008632	SET UP/DATA PUB SAFETY COMM	09/30/18	266477	14,090.00-

EVERBRIDGE/NIXLE

Sum								14,090.00-
00001	F T I GROUP	144708	00181515	17008692	CHECKS LASERJET PRINTING ACCT	09/30/18	266479	496.29-

F T I GROUP

Sum								496.29-
00001	FASTENAL COMPANY	MSHAT212153	00182928	17008418	WASP/HORNET SPRAY PUB WORKS	09/30/18	266480	113.76-
00001	FASTENAL COMPANY	MSHAT212373	00183016	17008606	GUARD RAIL BOLTS ELKS LAKE	09/30/18	266480	180.18-
00001	FASTENAL COMPANY	212269	00181312	17008648	CREDIT INV# MSHAT210846	09/30/18	266480	84.71
00001	FASTENAL COMPANY	MSHAT212403	00183080	17008705	WASP/HORNET SPRAY SANIT	09/30/18	266480	113.76-

FASTENAL COMPANY

Sum								322.99-
00001	FERGUSON ENTERPRISES INC	8294733	00182948	17008516	KITCHEN FAUCET CONSTR DEPT	09/30/18	266481	48.99-
00001	FERGUSON ENTERPRISES INC	8289374	00182922	17008602	PLUMB SUPP C HALL COOL TOWERS	09/30/18	266481	149.66-
00001	FERGUSON ENTERPRISES INC	8298913	00182977	17008657	SINK REPR PTS CONSTR DEPT	09/30/18	266481	7.78-
00001	FERGUSON ENTERPRISES INC	CM857588	00182948	17008665	CREDIT RETURN	09/30/18	266481	48.99
00001	FERGUSON ENTERPRISES INC	8303537	00182948	17008666	KITCHEN FAUCET CONSTR DEPT	09/30/18	266481	48.99-

Sum												206.43-
00001	FORREST	GENERAL	HOSPITAL	900982007	DU	00183138	17008550	SRV 7/28/18	DUPREE PRISONER	09/30/18	266482	8,675.01-
00001	FORREST	GENERAL	HOSPITAL	H90099619201		00183138	17008551	SRV 8/21/18	HOLLIMON PRISONER	09/30/18	266482	993.00-
00001	FORREST	GENERAL	HOSPITAL	H90099105000		00183138	17008552	SRV 8/12/18	HOLT PRISONER	09/30/18	266482	885.00-
00001	FORREST	GENERAL	HOSPITAL	H90094663502		00183138	17008553	SRV 5/22/18	KENDRICK PRISONER	09/30/18	266482	8,286.55-
00001	FORREST	GENERAL	HOSPITAL	H90094748102		00183138	17008554	SRV 5/24/18	KENDRICK PRISONER	09/30/18	266482	10,632.80-
00001	FORREST	GENERAL	HOSPITAL	H90100536200		00183138	17008555	SSRV 9/6/18	LYLES PRISONER	09/30/18	266482	3,547.95-
00001	FORREST	GENERAL	HOSPITAL	900904904	PE	00183138	17008556	SRV 3/4/18	PEYTON PRISONER	09/30/18	266482	4,118.22-
00001	FORREST	GENERAL	HOSPITAL	H90095709801		00183138	17008557	SRV 6/11/18	TAYLOR PRISONER	09/30/18	266482	3,951.50-

FORREST GENERAL HOSPITAL												
Sum												41,090.03-
00001	FORREST	GENERAL	HOSPITAL	P803845650	C	00183057	17008495	SRV 7/27/18	COOLEY PRISONER	09/30/18	266483	830.00-
00001	FORREST	GENERAL	HOSPITAL	P803845640	C	00183057	17008496	SRV 7/28/18	COOLEY PRISONER	09/30/18	266483	120.00-

FORREST GENERAL HOSPITAL												
Sum												950.00-
00001	FREDRICKS, TERRY			TRAVEL REIMB		00183217	17008672	EXPNS EMER	SHORING TECH CLASS	09/30/18	266484	112.68-

FREDRICKS, TERRY												
Sum												112.68-
00001	FUELMAN OF MS			BG127044	NP5	00183223	17008716	SEARCH/RESCUE	9/18 FLORENCE	09/30/18	266485	267.37-

FUELMAN OF MS												
Sum												267.37-
00001	FV RECYCLING			2018-13669		00182976	17008378	RECYCLE FEES	8/18 SANIT	09/30/18	266486	33.00-
00001	FV RECYCLING			2018-13894		00182976	17008379	RECYCLE FEES	9/18 SANIT	09/30/18	266486	123.25-
00001	FV RECYCLING			2018-13919		00182976	17008380	RECYCLE FEES	9/18 SANIT	09/30/18	266486	61.25-
00001	FV RECYCLING			2018-13931		00182976	17008381	RECYCLE FEES	9/18 SANIT	09/30/18	266486	33.25-

FV RECYCLING												
Sum												250.75-
00001	GALL'S LLC			010782309		00182974	17008604	GAS MASK	CARTRIDGES	09/30/18	266487	2,730.00-

GALL'S LLC												
Sum												2,730.00-
00001	GARNER LUMLEY ELECTRIC S			552411		00182708	17008423	LIGHT BULBS	PINE ST GARAGE	09/30/18	266488	137.00-
00001	GARNER LUMLEY ELECTRIC S			552637		00182949	17008515	LIGHT SWITCHES	FOR POLES	09/30/18	266488	33.98-

GARNER LUMLEY ELECTRIC S												
Sum												170.98-
00001	GILLILANDS ELECTRONICS S			67524		00182954	17008332	PHONE LINE	REPR HPD CN AIRPT	09/30/18	266491	85.00-
00001	GILLILANDS ELECTRONICS S			67525		00182954	17008333	PANIC BUTTON	BATTERY MAYOR	09/30/18	266491	91.34-
00001	GILLILANDS ELECTRONICS S			67255		00181439	17008428	INSTALL P2P	BRIDGE SERV CNTR	09/30/18	266491	1,595.00-
00001	GILLILANDS ELECTRONICS S			67508		00182601	17008457	ALARM CONTROL	LOCK SANIT DEPT	09/30/18	266491	1,495.00-
00001	GILLILANDS ELECTRONICS S			67552		00183142	17008565	RPLCMNT	PHONE P/W SHOP	09/30/18	266491	314.95-
00001	GILLILANDS ELECTRONICS S			66730		00183154	17008566	DOOR CODE	CHANGE SANIT DEPT	09/30/18		

00001	GLADDEN LAW OFFICE PLLC	0195	00183152	17008529	LEGAL FEES 9/18	09/30/18	266492	2,272.00-

GLADDEN LAW OFFICE PLLC								
Sum								
								2,272.00-
00001	H'BURG CLINIC PA (PRISON	1109997590	G	00183058	17008499	SRV 4/21/18	GREER-KELL PRSNR	09/30/18 266500 90.00-
00001	H'BURG CLINIC PA (PRISON	1109997590	G	00183058	17008500	SRV 4/20/18	GREER-KELL PRSNR	09/30/18 266500 75.00-
00001	H'BURG CLINIC PA (PRISON	1108928150	P	00183058	17008501	SRV 3/23/18	PECANTY PRISONER	09/30/18 266500 45.00-
00001	H'BURG CLINIC PA (PRISON	1114631030	R	00183058	17008502	SRV 7/11/18	RILEY PRISONER	09/30/18 266500 240.00-
00001	H'BURG CLINIC PA (PRISON	1114630980	R	00183058	17008503	SRV 7/11/18	RILEY PRISONER	09/30/18 266500 30.00-
00001	H'BURG CLINIC PA (PRISON	1114630970	R	00183058	17008504	SRV 7/12/18	RILEY PRISONER	09/30/18 266500 207.00-
00001	H'BURG CLINIC PA (PRISON	1114630990	R	00183058	17008505	SRV 7/13/18	RILEY PRISONER	09/30/18 266500 15.00-
00001	H'BURG CLINIC PA (PRISON	1114631020	R	00183058	17008506	SRV 7/12-14/18	RILEY PRISONER	09/30/18 266500 367.00-
00001	H'BURG CLINIC PA (PRISON	1114631000	R	00183058	17008507	SRV 7/14/18	RILEY PRISONER	09/30/18 266500 15.00-
00001	H'BURG CLINIC PA (PRISON	1113995010	T	00183058	17008508	SRV 6/11/18	TAYLOR PRISONER	09/30/18 266500 30.00-
00001	H'BURG CLINIC PA (PRISON	1105587920	Y	00183058	17008509	SRV 1/13/18	YOUNG PRISONER	09/30/18 266500 15.00-
00001	H'BURG CLINIC PA (PRISON	1105587920	Y	00183058	17008510	SRV 1/13/18	YOUNG PRISONER	09/30/18 266500 90.00-

H'BURG CLINIC PA (PRISON								
Sum								
								1,219.00-
00001	HALLS WELDING SERVICE	31224		00183051	17008569	REPRS U#13892	ST CLEAN	09/30/18 266501 430.00-

HALLS WELDING SERVICE								
Sum								
								430.00-
00001	HATTIESBURG HYDRAULICS I	75865		00182740	17008304	PAINT MACHINE REPR	PTS TRAFF	09/30/18 266502 44.37-
00001	HATTIESBURG HYDRAULICS I	71218		00179400	17008459	REPR PTS U#19887	SANIT	09/30/18 266502 64.25-
00001	HATTIESBURG HYDRAULICS I	74177		00179689	17008460	REPR PTS U#14408	SANIT	09/30/18 266502 163.28-
00001	HATTIESBURG HYDRAULICS I	75438		00181924	17008461	REPR PTS U#19887	SANIT	09/30/18 266502 266.29-
00001	HATTIESBURG HYDRAULICS I	75567		00182153	17008462	REPR PTS U#14405	SANIT	09/30/18 266502 57.36-
00001	HATTIESBURG HYDRAULICS I	75758		00182556	17008463	REPR PTS U#19887	SANIT	09/30/18 266502 306.22-
00001	HATTIESBURG HYDRAULICS I	76040		00183085	17008570	REPR PTS U#7526	HEALTH DIV	09/30/18 266502 44.65-
00001	HATTIESBURG HYDRAULICS I	76059		00183125	17008618	REPR PTS U#14408	SANIT	09/30/18 266502 108.34-
00001	HATTIESBURG HYDRAULICS I	76058		00183126	17008619	REPR PTS U#20074	SANIT	09/30/18 266502 104.59-
00001	HATTIESBURG HYDRAULICS I	76062		00183133	17008625	REPR PTS U#14956	HALTH DIV	09/30/18 266502 138.34-
00001	HATTIESBURG HYDRAULICS I	76063		00183133	17008626	REPR PTS U#15515	HEALTH DIV	09/30/18 266502 183.35-

HATTIESBURG HYDRAULICS I								
Sum								
								1,481.04-
00001	HAVARD PEST CONTROL INC	1299706		00180162	17008313	INSECT/FLY TRTMNT	SANIT DEPT	09/30/18 266503 169.40-

HAVARD PEST CONTROL INC								
Sum								
								169.40-
00001	HOL-MAC CORPORATION	350904		00182966	17008620	REPR PTS U#19948	SANIT	09/30/18 266507 184.00-

HOL-MAC CORPORATION								
Sum								
								184.00-
00001	HOMESTEAD DIRT WORKS & M	315 MILLER		00182897	17008548	DEMO/CLEANUP 315	MILLER LDC	09/30/18 266508 1,800.00-
00001	HOMESTEAD DIRT WORKS & M	202 S 14TH A		00182898	17008549	DEMO/CLEANUP 202	S 14TH LDC	09/30/18 266508 1,800.00-

HOMESTEAD DIRT WORKS & M								
Sum								
								3,600.00-
00001	HUB CITY SPOKES	92052		00183068	17008443	NOTICES SEWER CAMERA	BIDS	09/30/18 266509 79.56-
00001	HUB CITY SPOKES	92041		00183069	17008444	NOTICES TAX LEVY	RESOLUTION	09/30/18 266509 576.00-

00001 HUB CITY SPOKES	92040	00183070 17008445	NOTICES BUDGET AMENDMENT	09/30/18	266509	288.00-
00001 HUB CITY SPOKES	92091	00183071 17008446	NOTICES AIRPT/FIRE STA CONSLT	09/30/18	266509	103.92-
00001 HUB CITY SPOKES	92057	00183072 17008447	PUBLIC NOTICES 1 THRU 4	09/30/18	266509	224.04-

HUB CITY SPOKES						
Sum						1,271.52-
00001 HUGHES SUPPLY	S153845095.0	00182681 17008419	A/C SUPP YOUTH ART MUSEUM	09/30/18	266510	147.54-
00001 HUGHES SUPPLY	S153856719.0	00182707 17008420	A/C SUPP YOUTH ART MUSEUM	09/30/18	266510	139.55-
00001 HUGHES SUPPLY	S153908706.0	00182947 17008560	A/C REPR PTS TRAFFIC OFFICE	09/30/18	266510	182.57-
00001 HUGHES SUPPLY	S153875370.0	00182795 17008612	ELEC SUPP EMP CLINIC A/C	09/30/18	266510	100.48-
00001 HUGHES SUPPLY	S153786098.0	00182709 17008655	A/C SUPP 2ND FLR CITY HALL	09/30/18	266510	456.59-

HUGHES SUPPLY						
Sum						1,026.73-
00001 INDOFF INC	3148839	00182519 17008312	HAND SANITIZER SANIT DEPT	09/30/18	266511	169.98-
00001 INDOFF INC	3150819	00182673 17008351	COPIER/TONER/INK CEMETERY	09/30/18	266511	618.16-
00001 INDOFF INC	3154972	00182786 17008610	OFFICE SUPP CONSTR DEPT	09/30/18	266511	178.89-
00001 INDOFF INC	3152103	00182745 17008720	OFFICE SUPP TRAFFIC DEPT	09/30/18	266511	43.94-

INDOFF INC						
Sum						1,010.97-
00001 IRBY, STUART C CO	S010683620.0	00178302 17008393	D/T STERNBERG POLE CONSTR	09/30/18	266512	4,750.00-
00001 IRBY, STUART C CO	S010933872.0	00182747 17008422	VARI SMALL PTS CONST ELEC VAN	09/30/18	266512	50.23-
00001 IRBY, STUART C CO	S010948281.0	00182996 17008611	ELEC SUPP YOUTH ART MUSEUM	09/30/18	266512	197.70-
00001 IRBY, STUART C CO	S010946133.0	00182963 17008613	CABLE TIES MOBILE ST FESTIVAL	09/30/18	266512	18.80-
00001 IRBY, STUART C CO	S010939592.0	00182900 17008722	ELEC SUPP U#19553 CONSTR	09/30/18	266512	336.87-
00001 IRBY, STUART C CO	S010939592.0	00182900 17008723	ELEC SUPP U#19553 CONSTR	09/30/18	266512	31.99-

IRBY, STUART C CO						
Sum						5,385.59-
00001 J M H GRAPHICS	14930	00182378 17008310	SHIRTS P/W MANAGER/DIRECTOR	09/30/18	266513	279.70-
00001 J M H GRAPHICS	14920	00182358 17008311	EVENT SHIRTS CONSTR DEPT	09/30/18	266513	303.74-

J M H GRAPHICS						
Sum						583.44-
00001 J.D. POWER	R1-3833-5872	00183004 17008404	NADA SUBSCRIPT RISK MGMT	09/30/18	266514	80.00-

J.D. POWER						
Sum						80.00-
00001 JAMES, ELENA C	2965-ECJ	00183009 17008408	SELLERS DEPO SALIBA/PIERCE	09/30/18	266515	460.75-

JAMES, ELENA C						
Sum						460.75-
00001 JEFCOAT FENCE OF HATTIES PO#182520 8/		00182520 17008329	REPR GATE ARM PINE ST GARAGE	09/30/18	266516	125.00-

JEFCOAT FENCE OF HATTIES						
Sum						125.00-
00001 JOBS FOR MISSISSIPPI GRA AD PYMT		00183178 17008633	NR BURGER MIDDLE SCHOOL JMG	09/30/18	266517	500.00-

JOBS FOR MISSISSIPPI GRA						
Sum						500.00-
00001 JOHNNY'S WRECKER SERVICE 36057		00181932 17008394	TOWING U#15892 SANIT	09/30/18	266519	350.00-

00001 JOHNNY'S WRECKER SERVICE 36974	00183129 17008547 TOWING U#13933 RESCUE 2	09/30/18	266519	350.00-

JOHNNY'S WRECKER SERVICE				
Sum				700.00-
00001 JUST PROMOS USA 2180903	00182668 17008385 PROMO ITEMS NBRHD COORDINATOR	09/30/18	266522	3,389.00-

JUST PROMOS USA				
Sum				3,389.00-
00001 LADNER'S GARAGE DOOR SER 20 (A)	00182085 17008389 BAY DOOR REPR #6 FIRE STA	09/30/18	266526	2,075.00-
00001 LADNER'S GARAGE DOOR SER 12 (A)	00182150 17008390 BAY DOOR REPR #1 FIRE STA	09/30/18	266526	2,375.00-

LADNER'S GARAGE DOOR SER				
Sum				4,450.00-
00001 LAMAR CTY SHERIFF JAILT 8/18	00182972 17008367 HOUSING INMATES 8/18	09/30/18	266528	1,170.00-

LAMAR CTY SHERIFF				
Sum				1,170.00-
00001 LANCASTER'S MACHINE & WE 23718	00182890 17008308 MAKE AUGER SHAFT U#20067	09/30/18	266529	75.00-
00001 LANCASTER'S MACHINE & WE 23705	00182805 17008326 REPRS U#15516 AIRPORT	09/30/18	266529	535.00-

LANCASTER'S MACHINE & WE				
Sum				610.00-
00001 LARRY'S WRECKER SERVICE 5254	00183036 17008411 TOWING U#17593 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5152	00182352 17008441 TOWING U#9609 HEALTH DIV	09/30/18	266532	65.00-
00001 LARRY'S WRECKER SERVICE 5060	00182104 17008478 TOWING U#20053 PUBLIC WORKS	09/30/18	266532	65.00-
00001 LARRY'S WRECKER SERVICE 5233	00183137 17008539 TOWING U#18319 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5269	00183202 17008684 TOWING U#17593 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5269	00183202 17008685 TOWING U#17571 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5271	00183202 17008686 TOWING U#18317 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5194	00183005 17008703 TOWING U#13175 PUB WORKS	09/30/18	266532	65.00-
00001 LARRY'S WRECKER SERVICE 5071	00183019 17008704 TOWING U#20053 PUB WORKS	09/30/18	266532	65.00-
00001 LARRY'S WRECKER SERVICE 5244	00183235 17008731 TOWING U#18315 POLICE	09/30/18	266532	55.00-
00001 LARRY'S WRECKER SERVICE 5245	00183235 17008732 TOWING U#17355 POLICE	09/30/18	266532	55.00-

LARRY'S WRECKER SERVICE				
Sum				645.00-
00001 LIGHTSEY & ASSOCIATES APPRAISAL #9	00183155 17008564 APPRAISAL #9 FIRE STA LAND	09/30/18	266533	450.00-

LIGHTSEY & ASSOCIATES				
Sum				450.00-
00001 LINEBARGER GOGGAN BLAIR 9/14/2018	02018869 17008577 POLICE FINES COLL.FEE	09/30/18	266534	521.12-

LINEBARGER GOGGAN BLAIR				
Sum				521.12-
00001 MAC PAPERS 396880 (A)	00182710 17008400 COPY PAPER/ENVELOPES COURT	09/30/18	266536	1,033.70-

MAC PAPERS				
Sum				1,033.70-
00001 MAPLES GAS COMPANY 124374	00183180 17008730 GAS/DIESEL P/W FUEL STATION	09/30/18	266538	18,513.34-

MAPLES GAS COMPANY				
Sum				18,513.34-

00001 MCELHANEY PLUMBING INC	271314	00183102 17008624 YARD RAKES HEALTH DIV	09/30/18	266541	39.80-

MCELHANEY PLUMBING INC					
Sum					39.80-
00001 METRIX SOLUTIONS	M37436	00182056 17008653 SERVER SITE DISASTER RECOVERY	09/30/18	266542	7,076.80-
00001 METRIX SOLUTIONS	M37435	00182056 17008654 NIMBLE SITE DISASTER RECOVERY	09/30/18	266542	46,997.22-

METRIX SOLUTIONS					
Sum					54,074.02-
00001 MID SOUTH UNIFORM & SUPP	582633	00182065 17008695 DRESS CAPS POLICE STOCK	09/30/18	266543	720.00-

MID SOUTH UNIFORM & SUPP					
Sum					720.00-
00001 MIDSOUTH SOLUTIONS	124784	00178798 17008386 BOOTS POLICE STOCK	09/30/18	266544	489.00-
00001 MIDSOUTH SOLUTIONS	125139	00182064 17008532 UNIFORM BOOTS POLICE STOCK	09/30/18	266544	1,467.00-
00001 MIDSOUTH SOLUTIONS	123104	00181113 17008659 UNIFORMS JONES FIRE RECRUIT	09/30/18	266544	346.95-
00001 MIDSOUTH SOLUTIONS	123105	00181113 17008660 UNIFORMS DEAN FIRE RECRUIT	09/30/18	266544	346.95-
00001 MIDSOUTH SOLUTIONS	123106	00181113 17008661 UNIFORMS MADDEN FIRE RECRUIT	09/30/18	266544	346.95-
00001 MIDSOUTH SOLUTIONS	123107	00181113 17008662 UNIFORMS KNOTT FIRE RECRUIT	09/30/18	266544	346.95-
00001 MIDSOUTH SOLUTIONS	123390	00181113 17008663 UNIFORMS NELSON FIRE RECRUIT	09/30/18	266544	346.95-
00001 MIDSOUTH SOLUTIONS	124847	00181113 17008664 UNIFORMS WHELOCK FIRE RECRUIT	09/30/18	266544	368.49-

MIDSOUTH SOLUTIONS					
Sum					4,059.24-
00001 MOLLY MAID	PO#180225 6/	00180225 17008426 DETAIL CLEANING OF CITY HALL	09/30/18	266547	1,920.00-

MOLLY MAID					
Sum					1,920.00-
00001 MS ASSN FOR SPATIAL TECH REG HOBGOOD		00183143 17008527 REG HOBGOOD CONF GULFPORT	09/30/18	266550	50.00-
00001 MS ASSN FOR SPATIAL TECH REG GOPALAN		00183143 17008528 REG GOPALAN CONF GULFPORT	09/30/18	266550	50.00-

MS ASSN FOR SPATIAL TECH					
Sum					100.00-
00001 MS COAST HARLEY DAVIDSON	159260	00182119 17008429 REPRS U#29 POLICE	09/30/18	266552	778.90-

MS COAST HARLEY DAVIDSON					
Sum					778.90-
00001 MS MUSIC INC	1115234	00182670 17008546 SOUND SYS 911 CEREMONY	09/30/18	266553	300.00-

MS MUSIC INC					
Sum					300.00-
00001 MS POWER COMPANY	9/18 GENERAL	00201824 17008652 MNTHLY ELEC-GENERAL	09/30/18	266554	123,562.82-

MS POWER COMPANY					
Sum					123,562.82-
00001 MULTITECH OFFICE MACHINE	18090363	00182904 17008331 LASER PRINTER TONER SUPP	09/30/18	266555	1,312.25-

MULTITECH OFFICE MACHINE					
Sum					1,312.25-
00001 NEWELL PAPER COMPANY	4036230	00182504 17008334 RESTROOM SUPP CITY HALL	09/30/18	266561	519.60-
00001 NEWELL PAPER COMPANY	4036757	00182504 17008335 RESTROOM SUPP CITY HALL	09/30/18	266561	85.64-

00001 PEARL RIVER VALLEY EPA (9/18 GENERAL 00201824 17008650 MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266571	1,328.87-
PEARL RIVER VALLEY EPA (			-----
Sum			1,328.87-
00001 PERFORMANCE RESCUE 564 00183006 17008454 RPLCMNT RESCUE TOOL SPREADER	09/30/18	266572	3,500.00-
PERFORMANCE RESCUE			-----
Sum			3,500.00-
00001 PHILLIPS CAR CARE CENTER 03982 LABOR 00183052 17008640 LABOR CHG U#17838	09/30/18	266574	280.00-
PHILLIPS CAR CARE CENTER			-----
Sum			280.00-
00001 PINE BELT CDJR, INC (MCM 177235P 00182771 17008323 REPR PTS U#14714 ST CLEAN	09/30/18	266576	100.00-
PINE BELT CDJR, INC (MCM			-----
Sum			100.00-
00001 PINE BELT INDUSTRIAL SUP 4164841-0001 00183018 17008702 REPR PTS U#20067 PUB WORKS	09/30/18	266577	59.00-
00001 PINE BELT INDUSTRIAL SUP 4164877-0001 00183120 17008706 LAWN MOWER REPR PTS HEALTH	09/30/18	266577	79.30-
00001 PINE BELT INDUSTRIAL SUP 4164877-0002 00183120 17008707 LAWN MOWER REPR PTS HEALTH	09/30/18	266577	156.50-
PINE BELT INDUSTRIAL SUP			-----
Sum			294.80-
00001 PINE BELT OIL COMPANY IN 10590641 00182782 17008287 GAS FOR P/WRKS FUEL STATION	09/30/18	266578	13,235.31-
00001 PINE BELT OIL COMPANY IN 10572541 00182782 17008288 DIESEL FOR P/WRKS FUEL STA	09/30/18	266578	8,840.29-
00001 PINE BELT OIL COMPANY IN POLICE 8/1-8 00182970 17008358 MINIT MART FUEL CHGS 8/18	09/30/18	266578	584.55-
00001 PINE BELT OIL COMPANY IN FIRE 8/1-8/3 00182970 17008359 MINIT MART FUEL CHGS 8/18	09/30/18	266578	2,572.30-
00001 PINE BELT OIL COMPANY IN 1256335 00183015 17008511 GAS FOR P/W FUEL STATION	09/30/18	266578	7,057.20-
00001 PINE BELT OIL COMPANY IN 10572621 00182982 17008520 DIESEL FOR P/W FUEL STATION	09/30/18	266578	7,182.07-
00001 PINE BELT OIL COMPANY IN 10562501 00182417 17008599 GAS FOR P/W FUEL STATION	09/30/18	266578	16,523.50-
PINE BELT OIL COMPANY IN			-----
Sum			55,995.22-
00001 PINNACLE NETWORKX, LLC 10292 SHIP C 00183010 17008409 ADDL AMT DUE PO#181264	09/30/18	266579	101.00-
00001 PINNACLE NETWORKX, LLC 10292 00181264 17008410 HEADREST PRINTER MTS 10 UNITS	09/30/18	266579	3,280.00-
PINNACLE NETWORKX, LLC			-----
Sum			3,381.00-
00001 PITNEY BOWES INC-METER R 3306959485 00182955 17008336 MAIL MACHINE POSTAGE C HALL	09/30/18	266581	1,206.87-
PITNEY BOWES INC-METER R			-----
Sum			1,206.87-
00001 PLAY IT AGAIN SPORTS PO#183041 9/ 00183041 17008696 STOP WATCHES P/F ACADEMY	09/30/18	266582	179.90-
PLAY IT AGAIN SPORTS			-----
Sum			179.90-
00001 PLUM CREEK ENVIRONMENTAL 8241 00182634 17008643 GREEN/BROWN GARBAGE CANS	09/30/18	266583	28,048.50-
00001 PLUM CREEK ENVIRONMENTAL 8241 FRT CHG 00183183 17008644 FRT CHG PO#182634	09/30/18	266583	2,000.00-
PLUM CREEK ENVIRONMENTAL			-----
Sum			30,048.50-
00001 POWER HOUSE TOOLS & OUTD MKE3UI3KB 00183127 17008658 REPR PTS U#17961 CEMETERY	09/30/18	266586	348.98-

POWER HOUSE TOOLS & OUTD

Sum								348.98-
00001	PUCKETT RENTS	669562	00182114	17008309	REPRS U#20093 PUBLIC WORKS	09/30/18	266587	3,295.48-
00001	PUCKETT RENTS	P05R200702	00182114	17008314	CREDIT PO#178629	09/30/18	266587	18.66
00001	PUCKETT RENTS	673281	00183211	17008726	REPRS U#20093 AIRPORT	09/30/18	266587	998.57-

PUCKETT RENTS

Sum								4,275.39-
00001	RAYNER, JACK	9062018	00182942	17008294	POLYGRAPH LATERAL J BERNARD	09/30/18	266590	150.00-

RAYNER, JACK

Sum								150.00-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182363	17008579	POSTER FRAMES COUNCIL OFFICE	09/30/18	266592	39.99-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182503	17008580	APPLE SOFTWARE M/ADM	09/30/18	266592	32.09-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182269	17008581	RENTAL CAR MCCAIN 8/25-30	09/30/18	266592	241.51-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00176776	17008582	FACEBOOK AD 8/18	09/30/18	266592	74.08-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181788	17008583	OFFICE FURNITURE MCCAIN	09/30/18	266592	420.47-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182171	17008584	MANUAL CK PRINTER TONER ACCTG	09/30/18	266592	99.27-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00180768	17008585	HOTEL WILLIAMS 8/12-17 NFIP	09/30/18	266592	604.32-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181722	17008586	AIRFARE ELLARD/RUSSELL 9/25	09/30/18	266592	683.20-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181730	17008587	FOOD 2018 NNO EVENT	09/30/18	266592	448.42-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181685	17008588	CLOTH ALLOW BICE POLICE	09/30/18	266592	443.36-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181916	17008589	CLOTH ALLOW MYERS POLICE	09/30/18	266592	215.76-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182346	17008590	HOTEL NORRIS NOBLES CONF	09/30/18	266592	1,170.40-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182987	17008591	EXPNS WHITE GREAT OFFCR TRNG	09/30/18	266592	157.38-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182998	17008592	TRAVEL NORRIS NOBLE CONF	09/30/18	266592	133.00-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182240	17008593	TRAINING GEAR P/F ACADEMY	09/30/18	266592	476.31-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181778	17008594	FIRE SCENE WORK LIGHT	09/30/18	266592	279.99-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182272	17008595	DEBRIS SCOOPS FIRE DEPT	09/30/18	266592	218.15-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00181904	17008596	AIRFARE PRICE AACE CONF	09/30/18	266592	509.00-
00001	REGIONS CARDHOLDER SERVI	7079 8/31/18	00182408	17008597	DRILL/BIT SET SANIT DEPT	09/30/18	266592	238.97-

REGIONS CARDHOLDER SERVI

Sum								6,485.67-
00001	RHYTHM HERITAGE FOUNDATI	2018 SPONSOR	00182991	17008354	MOBILE STREET FESTIVAL	09/17/18	112986	8,000.00-
00001	RHYTHM HERITAGE FOUNDATI	2018 SPONSOR	00182991	17008354	MOBILE STREET FESTIVAL	09/17/18	112986	8,000.00

RHYTHM HERITAGE FOUNDATI

Sum								
00001	RICOH CORP	5054355616	00182937	17008298	COPIER 8/18 LAND CODE DIV	09/30/18	266594	172.29-
00001	RICOH CORP	5054355576	00183007	17008402	COPIER 9/18 HUMAN RES	09/30/18	266594	273.09-
00001	RICOH CORP	30648865	00183025	17008403	COPIER 9/15-10/14 HUMAN RES	09/30/18	266594	221.67-
00001	RICOH CORP	50543	00183077	17008442	COPIER 9/18 MUN COURT	09/30/18	266594	287.51-
00001	RICOH CORP	5054301565 G	00183110	17008521	PRODUCTION PRINTER VARI DEPTS	09/30/18	266594	933.68-
00001	RICOH CORP	30681091	00183219	17008673	COPIER 10/18 LAND CODE DIV	09/30/18	266594	110.00-

RICOH CORP

Sum								1,998.24-
00001	RJ YOUNG COMPANY	INV2669216	00183100	17008524	COPIER 8/6-9/5 PLANNING DIV	09/30/18	266596	369.00-
00001	RJ YOUNG COMPANY	INV2684421	00183212	17008676	COPIER 8/14-9/13 ENGR DEPT	09/30/18	266596	318.00-
00001	RJ YOUNG COMPANY	INV2687870	00183201	17008682	COPIER 8/16-9/15 MPO DIV	09/30/18	266596	174.00-
00001	RJ YOUNG COMPANY	INV2675667	00183198	17008689	COPIER 8/10-9/09 P/F ACADEMY	09/30/18	266596	198.00-

RJ YOUNG COMPANY

Sum								1,059.00-
00001	RJM MCQUEEN CONTRACTING	1633	00182957	17008563	MIDTOWN CURB/GUTTER WORK	09/30/18	266597	100,000.00-

RJM MCQUEEN CONTRACTING

Sum								100,000.00-
00001	SACKS OUTDOOR SUPPLY	RC1000116060	00182854	17008289	CLOTH ALLOW DUNAWAY POLICE	09/30/18	266599	177.00-
00001	SACKS OUTDOOR SUPPLY	RC1000116123	00183000	17008430	UNIFORMS BC CARR DIRECTOR	09/30/18	266599	359.92-

SACKS OUTDOOR SUPPLY

Sum								536.92-
00001	SANSOM EQUIPMENT CO	55264	00181292	17008318	REPR PTS U#20090/20073 SANIT	09/30/18	266600	1,122.70-
00001	SANSOM EQUIPMENT CO	55253	00181663	17008319	REPR PTS U#20070 SANIT	09/30/18	266600	967.20-
00001	SANSOM EQUIPMENT CO	55471	00182151	17008320	REPR PTS U#20070 SANIT	09/30/18	266600	164.96-
00001	SANSOM EQUIPMENT CO	55640	00182576	17008438	REPR PTS U#20072 SANIT	09/30/18	266600	315.77-
00001	SANSOM EQUIPMENT CO	55738	00181418	17008517	REPR PTS U#20091 SANIT	09/30/18	266600	69.46-
00001	SANSOM EQUIPMENT CO	55712	00183021	17008621	REPR PTS U#20089 SANIT	09/30/18	266600	225.68-

SANSOM EQUIPMENT CO

Sum								2,865.77-
00001	SCALES BIOLOGICAL LABORA	7816	00183054	17008468	DNA ANALYSIS	09/30/18	266601	1,300.00-

SCALES BIOLOGICAL LABORA

Sum								1,300.00-
00001	SCOTTS HYDRAULIC SERVICE	34682	00183022	17008439	REPR PTS U#20090 SANIT	09/30/18	266604	222.34-
00001	SCOTTS HYDRAULIC SERVICE	34671	00183013	17008571	REPRS U#18602 CEM BUCKET TRK	09/30/18	266604	822.81-

SCOTTS HYDRAULIC SERVICE

Sum								1,045.15-
00001	SERVPRO OF HATTIESBURG	4095022	00182930	17008340	CLEAN CARPET DISPATCH OFFICE	09/30/18	266605	600.00-

SERVPRO OF HATTIESBURG

Sum								600.00-
00001	SHERWIN-WILLIAMS COMPANY	8938-2	00182550	17008303	YELLOW MARKING PAINT TRAFFIC	09/30/18	266606	454.50-
00001	SHERWIN-WILLIAMS COMPANY	2978-2	00181945	17008484	PAINT SUPP YOUTH ART MUSEUM	09/30/18	266606	156.38-
00001	SHERWIN-WILLIAMS COMPANY	2981-6	00181945	17008485	PAINT SUPP YOUTH ART MUSEUM	09/30/18	266606	280.69-
00001	SHERWIN-WILLIAMS COMPANY	3218-2	00181945	17008486	PAINT SUPP YOUTH ART MUSEUM	09/30/18	266606	4,062.85-
00001	SHERWIN-WILLIAMS COMPANY	4187-8	00181945	17008487	PAINT SUPP YOUTH ART MUSEUM	09/30/18	266606	19.74-
00001	SHERWIN-WILLIAMS COMPANY	2979-0	00181945	17008488	CREDIT RETURN	09/30/18	266606	156.38
00001	SHERWIN-WILLIAMS COMPANY	4186-0	00181945	17008489	CREDIT RETURN	09/30/18	266606	197.40
00001	SHERWIN-WILLIAMS COMPANY	4188-6	00181945	17008490	CREDIT RETURN	09/30/18	266606	45.76

SHERWIN-WILLIAMS COMPANY

Sum								4,574.62-
00001	SMITH, JIM SERVICES	89157	00181612	17008636	HEAT PUMP COUNCIL CLK OFFICE	09/30/18	266608	4,987.75-

SMITH, JIM SERVICES

Sum								4,987.75-
00001	SOLAR SUPPLY INC	3407908	00182921	17008302	A/C PUMP COUNCIL CLERK OFFICE	09/30/18	266609	40.00-

SOLAR SUPPLY INC

Sum									40.00-
00001	SOUTH MS EMERGENCY PHYSI	SHMO38897495	00183059	17008497	SRV 8/21/18 HOLLIMON PRISONER	09/30/18	266610		454.00-
00001	SOUTH MS EMERGENCY PHYSI	SHMO38590797	00183059	17008498	SRV 8/13/18 HOLT PRISONER	09/30/18	266610		454.00-
00001	SOUTH MS EMERGENCY PHYSI	36964073 KEN	00183134	17008558	SRV 5/26/18 KENDRICK PRISONER	09/30/18	266610		730.00-
00001	SOUTH MS EMERGENCY PHYSI	36923271 KEN	00183134	17008559	SRV 5/24/18 KENDRICK PRISONER	09/30/18	266610		931.00-

SOUTH MS EMERGENCY PHYSI									
Sum									2,569.00-
00001	SOUTHEASTERN CONCRETE CO	31141	00175601	17008397	CONCRETE CITY WIDE USE	09/30/18	266611		615.00-

SOUTHEASTERN CONCRETE CO									
Sum									615.00-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 8/31	02018887	17008646	POLICE FINES COLL.FEE	09/30/18	266612		238.69-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 8/31	02018888	17008647	POLICE FINES COLL.FEE	09/30/18	266612		334.10-

SOUTHERN FINANCIAL SYSTE									
Sum									572.79-
00001	SOUTHERN FIRE & SPRINKLE	09-12209	00182661	17008700	SPRINKLER SYS REPR #8 FIRE	09/30/18	266613		400.00-

SOUTHERN FIRE & SPRINKLE									
Sum									400.00-
00001	SOUTHERN PINE ELECTRIC P	9/18 GENERAL	00201820	17008578	MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266616		95.16-

SOUTHERN PINE ELECTRIC P									
Sum									95.16-
00001	SOUTHERN TIRE MART #9 (M	9029712	00177633	17008295	ALIGNMENT U#20423 POLICE	09/30/18	266617		59.95-
00001	SOUTHERN TIRE MART #9 (M	9029763	00177633	17008296	TIRES/ALIGN U#19100 POLICE	09/30/18	266617		721.67-
00001	SOUTHERN TIRE MART #9 (M	9034788	00182848	17008479	TIRES U#16240 CONSTR DEPT	09/30/18	266617		470.00-

SOUTHERN TIRE MART #9 (M									
Sum									1,251.62-
00001	SOUTHERN TIRE MART LLC	11152760	00182206	17008391	TIRES U#18094 FIRE DEPT	09/30/18	266618		1,124.50-
00001	SOUTHERN TIRE MART LLC	11150303	00181244	17008518	TIRES U#19887 SANIT	09/30/18	266618		2,132.35-

SOUTHERN TIRE MART LLC									
Sum									3,256.85-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00183001	17008356	BLANKET BOND S MOBLEY	09/30/18	266620		167.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00183001	17008357	BLANKET BOND D LARREMORE	09/30/18	266620		167.00-

SOUTHGROUP (HATTIESBURG									
Sum									334.00-
00001	SPF WINDOW TINTING	1415	00179658	17008513	TINT WINDOWS P/F ACADEMY	09/30/18	266622		550.00-

SPF WINDOW TINTING									
Sum									550.00-
00001	SPIRE ENERGY	9/18 GENERAL	00201824	17008651	MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266623		266.40-

SPIRE ENERGY									
Sum									266.40-
00001	STANDARD OFFICE SUPPLY C	01087	00182883	17008330	COPY PAPER PURCHASING DIV	09/30/18	266624		190.00-
00001	STANDARD OFFICE SUPPLY C	01043	00182533	17008424	POLICE DEPT TICKET BOOKS	09/30/18	266624		1,348.80-
00001	STANDARD OFFICE SUPPLY C	00910	00182598	17008425	OFFICE SUPP RISK MGMT	09/30/18	266624		185.76-

STANDARD OFFICE SUPPLY C

Sum								1,724.56-
00001 STAPLES	3390693365	00183107	17008634	OFFICE SUPP URBAN DEV/PLANN	09/30/18	266625		55.30-

STAPLES

Sum								55.30-
00001 STATE FIRE ACADEMY	26560 DUNCAN	00182943	17008297	REG DUNCAN SAFETY OFFICER CLS	09/30/18	266626		400.00-
00001 STATE FIRE ACADEMY	26589 COLLIN	00182967	17008363	REG COLLINS SAFETY ED CLASS	09/30/18	266626		225.00-
00001 STATE FIRE ACADEMY	26589 SMITH	00182967	17008364	REG SMITH SAFETY ED CLASS	09/30/18	266626		225.00-
00001 STATE FIRE ACADEMY	26686 MCMAHA	00183093	17008453	REG MCMAHAN FIRE INSTR CLASS	09/30/18	266626		600.00-
00001 STATE FIRE ACADEMY	26662 KEYS 7	00183055	17008469	REG KEYS RESCUE SERV CLASS	09/30/18	266626		365.00-
00001 STATE FIRE ACADEMY	26744 LEE 8/	00183131	17008545	REG LEE ENGINE CO OPER CLASS	09/30/18	266626		360.00-

STATE FIRE ACADEMY

Sum								2,175.00-
00001 STRIBLING EQUIPMENT CO L CS006099193:	00182882	17008350	REPR PTS U#20152	HEALTH DIV	09/30/18	266627		412.84-
00001 STRIBLING EQUIPMENT CO L CS006099362	00183199	17008708	REPR PTS U#20152	HEALTH	09/30/18	266627		147.09-

STRIBLING EQUIPMENT CO L

Sum								559.93-
00001 SUNBELT FIRE INC	313225	00182244	17008365	REPR PTS U#13560 FIRE DEPT	09/30/18	266628		109.75-
00001 SUNBELT FIRE INC	313225X1	00182244	17008366	REPR PTS U#13560 FIRE DEPT	09/30/18	266628		36.68-

SUNBELT FIRE INC

Sum								146.43-
00001 TOPP MCWHORTER HARVEY, P 199854 FYE 9	00183218	17008668	INTERIM BILLING FY 2017	AUDIT	09/30/18	266631		59,615.00-
00001 TOPP MCWHORTER HARVEY, P 199854 MUN C	00183218	17008669	INTERIM BILLING AUP MUN COURT		09/30/18	266631		1,100.00-

TOPP MCWHORTER HARVEY, P

Sum								60,715.00-
00001 TOWNSEND, KIMBERLY	TRAV ADVANCE	00183123	17008523	TRAV ADV HOMELESSNESS CONF	09/30/18	266632		314.87-

TOWNSEND, KIMBERLY

Sum								314.87-
00001 TRAFFIC SAFETY STORE	INV000666587	00182025	17008337	CROSSING GUARD SIGNS	09/30/18	266633		128.55-

TRAFFIC SAFETY STORE

Sum								128.55-
00001 TROY INDUSTRIES, INC	86906	00173583	17008451	RIFLES FOR ENTRY TEAM	09/30/18	266637		2,882.10-
00001 TROY INDUSTRIES, INC	87390	00173583	17008452	RIFLE SILENCERS ENTRY TEAM	09/30/18	266637		1,606.00-

TROY INDUSTRIES, INC

Sum								4,488.10-
00001 TWIN FORKS RISING CDC	2018 SPONSOR	00183002	17008383	2018 SPONSORSHIP	09/18/18	112987		8,000.00-

TWIN FORKS RISING CDC

Sum								8,000.00-
00001 TYLER TECHNOLOGIES INC	025-235114	00182839	17008573	ENERGOV UPGRADE URBAN DEV	09/30/18	266639		1,245.01-
00001 TYLER TECHNOLOGIES INC	025-235115	00182839	17008574	ENERGOV UPGRADES URBAN DEV	09/30/18	266639		4,900.00-

TYLER TECHNOLOGIES INC

Sum									6,145.01-	
00001	UNDERWOOD	OUTDOOR	POWER,	64542	00182700	17008387	ZERO TURN MOWERS P/F ACADEMY	09/30/18	266641	9,624.23-
00001	UNDERWOOD	OUTDOOR	POWER,	64548	00182701	17008388	MOWER PTS/SUPP P/F ACADEMY	09/30/18	266641	239.02-
00001	UNDERWOOD	OUTDOOR	POWER,	55715	00183194	17008639	RESCUE TOOL REPR FIRE DEPT	09/30/18	266641	40.00-
00001	UNDERWOOD	OUTDOOR	POWER,	64547	00182706	17008688	WALK BEHIND EDGER P/F ACADEMY	09/30/18	266641	299.00-
00001	UNDERWOOD	OUTDOOR	POWER,	64216	00182702	17008697	REPRS U#18046 MOWER P/F ACDMY	09/30/18	266641	51.35-
00001	UNDERWOOD	OUTDOOR	POWER,	62188	00181448	17008715	WALK BEHIND EDGER P/F ACADEMY	09/30/18	266641	299.00-

UNDERWOOD OUTDOOR POWER,										
Sum										10,552.60-
00001	UNITED FENCE COMPANY			00019046	00180422	17008395	FENCE FABRIC AIRPORT	09/30/18	266642	18.00-
00001	UNITED FENCE COMPANY			00019232	00182840	17008396	REPR AIRPT GATE DRIVE CHAIN	09/30/18	266642	173.00-
00001	UNITED FENCE COMPANY			PO#182766 9/	00182766	17008465	SIGN POSTS CEM SECTION MKRS	09/30/18	266642	777.20-
00001	UNITED FENCE COMPANY			00019263	00180914	17008681	GATE LATCH TRAIN DEPOT	09/30/18	266642	79.65-

UNITED FENCE COMPANY										
Sum										1,047.85-
00001	UNITED PARCEL SERVICE IN			00008E1Y1536	00182980	17008361	LATE PYMT FEE 8/11/18 POLICE	09/30/18	266643	1.97-

UNITED PARCEL SERVICE IN										
Sum										1.97-
00001	UNIVERSITY TIRE & SERVIC			531916	00182290	17008293	TIRES POLICE STOCK	09/30/18	266644	4,674.94-

UNIVERSITY TIRE & SERVIC										
Sum										4,674.94-
00001	VERIZON WIRELESS			9811991582 8	00182986	17008355	HPD WIRELESS SERV 7/2-8/1/18	09/30/18	266648	2,041.22-

VERIZON WIRELESS										
Sum										2,041.22-
00001	WAGE HOUR ASSESSMENTS AN			CH 0018-009	00183151	17008531	MNTHLY RETAINER FEE 9/18	09/30/18	266649	500.00-

WAGE HOUR ASSESSMENTS AN										
Sum										500.00-
00001	WAL-MART STORES INC			009112	00182321	17008678	OFFICE SUPP LOSS CONTROL	09/30/18	266650	95.91-
00001	WAL-MART STORES INC			002609	00182420	17008679	MEDICAL SUPP RISK MGMT	09/30/18	266650	143.87-
00001	WAL-MART STORES INC			009124	00182603	17008680	JANIT SUPP TRAIN DEPOT	09/30/18	266650	74.86-
00001	WAL-MART STORES INC			003301	00182648	17008687	FOOD POLICE RECRUIT CLASS #35	09/30/18	266650	111.10-
00001	WAL-MART STORES INC			000335	00182651	17008690	TELEVISION P/W CONF ROOM	09/30/18	266650	298.00-

WAL-MART STORES INC										
Sum										723.74-
00001	WARING OIL CO (GULFPORT)			001699601	00182736	17008315	DIESEL FOR SANIT DIV	09/30/18	266653	412.50-

WARING OIL CO (GULFPORT)										
Sum										412.50-
00001	WARREN PAVING INC			2259	00182207	17008346	STRIPE BOUIE STREET	09/30/18	266654	25,265.20-

WARREN PAVING INC										
Sum										25,265.20-
00001	WASTE MANAGEMENT OF SOUT			0011032-2526	00183098	17008567	WASTE DISPOSAL SANIT DEPT	09/30/18	266655	3,903.68-

WASTE MANAGEMENT OF SOUT										

[illegible]

00002 CLARK, SHAWN	OFFICIAL 9/2 02018876 17001884 OFFICIAL-HHS YOUTH FTBALL	09/30/18	266441	105.00-

CLARK, SHAWN				
Sum				105.00-
00002 CLEMTS HARDWARE	121444 00182868 17001831 ROPE/HOOKS/GREASE GUNS	09/30/18	266442	284.72-

CLEMTS HARDWARE				
Sum				284.72-
00002 COURTESY MOTORS INC	479695 00181797 17001867 REPR PTS U#16048 TRUCK	09/30/18	266451	650.09-
00002 COURTESY MOTORS INC	479752 00181797 17001869 CORE CHG CREDIT U#16048	09/30/18	266451	225.00

COURTESY MOTORS INC				
Sum				425.09-
00002 CUSTOM BUILT TRAILERS OF	126780 00182780 17001842 2018 18' TRAILER REC MAINT	09/30/18	266454	2,595.00-

CUSTOM BUILT TRAILERS OF				
Sum				2,595.00-
00002 ECONOMY SUPPLY CO	302645 00180788 17001865 CONCRETE MIX EASTSIDE PARK	09/30/18	266466	64.90-

ECONOMY SUPPLY CO				
Sum				64.90-
00002 ELKINS WHOLESALE INC	359475-00 00182880 17001918 JANIT SUPP GRNDS MAINT	09/30/18	266470	1,206.07-
00002 ELKINS WHOLESALE INC	359475-01 00182880 17001919 JANIT SUPP GRNDS MAINT	09/30/18	266470	67.26-
00002 ELKINS WHOLESALE INC	359475-02 00182880 17001920 JANIT SUPP GRNDS MAINT	09/30/18	266470	77.40-

ELKINS WHOLESALE INC				
Sum				1,350.73-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 9/1 02018872 17001878 OFFICIAL-ADULT SOFTBALL	09/30/18	266476	120.00-

ESTERS, WILLARD (BUTCH)				
Sum				120.00-
00002 FASTENAL COMPANY	MSHAT211975 00182546 17001832 TAPE MEASURE/FLASHLIGHT	09/30/18	266480	143.48-
00002 FASTENAL COMPANY	MSHAT211976 00182658 17001833 VOLT CONVERTER/CHARGING KIT	09/30/18	266480	158.99-

FASTENAL COMPANY				
Sum				302.47-
00002 FERGUSON ENTERPRISES INC	7846356 00179162 17001900 WTR FOUNTAIN PTS VARI PARKS	09/30/18	266481	1,979.54-

FERGUSON ENTERPRISES INC				
Sum				1,979.54-
00002 GARY, NAKIRRI D	SPORTS SERVS 02018871 17001885 SPORTS SUPPORT SERVICES	09/30/18	266489	92.00-
00002 GARY, NAKIRRI D	SPORTS SERVS 02018877 17001895 SPORTS SUPPORT SERVICES	09/30/18	266489	84.00-

GARY, NAKIRRI D				
Sum				176.00-
00002 GILKEY ELECTRIC SUPPLY C	301929 00182376 17001852 ELEC SUPP TATUM SOFTBALL	09/30/18	266490	880.00-

GILKEY ELECTRIC SUPPLY C				
Sum				880.00-
00002 GLOBAL SECURITY COMPANY	10263 00183207 17001913 SECURITY 9/18 ADULT SOFTBALL	09/30/18	266493	280.00-
00002 GLOBAL SECURITY COMPANY	10264 00183205 17001917 SECURITY 9/18 TACKLE FTBALL	09/30/18	266493	1,010.00-

GLOBAL SECURITY COMPANY

Sum									1,290.00-
00002	GOLDEN, NICHOLAS D	OFFICIAL 9/1	02018872	17001877	OFFICIAL-ADULT SOFTBALL	09/30/18	266495		60.00-

GOLDEN, NICHOLAS D

Sum									60.00-
00002	GREEN FOREST NURSERY INC 30284		00179348	17001914	MAGNOLIA HOPE PARK	09/30/18	266497		100.00-
00002	GREEN FOREST NURSERY INC 30285		00183096	17001915	PLANTS TWIN FORKS RISING	09/30/18	266497		475.00-

GREEN FOREST NURSERY INC

Sum									575.00-
00002	HUGHES SUPPLY	S153893408.0	00182946	17001853	BLDG MATLS GRNDS MAINT SHOP	09/30/18	266510		96.76-

HUGHES SUPPLY

Sum									96.76-
00002	INDOFF INC	3153335	00182860	17001851	OFFICE SUPP TATUM REC	09/30/18	266511		198.88-

INDOFF INC

Sum									198.88-
00002	IRBY, STUART C CO	S010929896.0	00182643	17001849	ELEC SUPP GRNDS MAINT	09/30/18	266512		181.58-

IRBY, STUART C CO

Sum									181.58-
00002	J M H GRAPHICS	14901	00182319	17001839	UNIFORM SHIRTS REC ADM STAFF	09/30/18	266513		268.80-
00002	J M H GRAPHICS	14343	00180603	17001843	UNIFORM SHIRTS REC ADM	09/30/18	266513		176.94-

J M H GRAPHICS

Sum									445.74-
00002	JOHNSON, LATRELLE R	SPORTS SERVS 02018871	17001886	SPORTS SUPPORT SERVICES	09/30/18	266520			92.00-
00002	JOHNSON, LATRELLE R	SPORTS SERVS 02018877	17001896	SPORTS SUPPORT SERVICES	09/30/18	266520			84.00-

JOHNSON, LATRELLE R

Sum									176.00-
00002	KEELING COMPANY (HATTIES	S3470444.001	00182557	17001834	SPRINKLER PTS TATUM SOCCER	09/30/18	266523		220.73-
00002	KEELING COMPANY (HATTIES	S3443974.001	00181690	17001844	DRNGE SUPP TATUM SOCCER FLD#6	09/30/18	266523		8,559.25-
00002	KEELING COMPANY (HATTIES	S3443974.003	00181690	17001845	DRNGE SUPP TATUM SOCCER FLD#6	09/30/18	266523		2,561.37-

KEELING COMPANY (HATTIES

Sum									11,341.35-
00002	KETTLEY, ANNETTE	SPORTS SERVS 02018871	17001891	SPORTS SUPPORT SERVICES	09/30/18	266524			48.00-

KETTLEY, ANNETTE

Sum									48.00-
00002	LANCASTER'S MACHINE & WE	23706	00182340	17001871	REPR DUMPSTER TOWN SQUARE PK	09/30/18	266529		1,450.00-

LANCASTER'S MACHINE & WE

Sum									1,450.00-
00002	LARRY'S WRECKER SERVICE	2975	00168952	17001862	TOWING U#11961 GRNDS MAINT	09/30/18	266532		55.00-

LARRY'S WRECKER SERVICE

Sum									55.00-
00002	LOCKE, JACKIE W	OFFICIAL 9/2	02018876	17001883	OFFICIAL-HHS YOUTH FTBALL	09/30/18	266535		105.00-

LOCKE, JACKIE W									
Sum								105.00-	
00002	MCELHANEY PLUMBING INC	271077	00182934	17001868	PLUMB SUPP TATUM PARK	09/30/18	266541	99.95-	
00002	MCELHANEY PLUMBING INC	271351	00183084	17001901	PLUMB SUPP TATUM TENNIS	09/30/18	266541	99.95-	

MCELHANEY PLUMBING INC									
Sum								199.90-	
00002	MINER, RAIKEEM D		SPORTS SERVS	02018871	17001887	SPORTS SUPPORT SERVICES	09/30/18	266545	92.00-

MINER, RAIKEEM D									
Sum								92.00-	
00002	MORRIS, GEORGE T		OFFICIAL 9/1	02018872	17001879	OFFICIAL-ADULT SOFTBALL	09/30/18	266549	120.00-

MORRIS, GEORGE T									
Sum								120.00-	
00002	MS POWER COMPANY	9/18	PKS/REC	00201824	17001912	MNTHLY ELEC-PARKS & REC	09/30/18	266554	15,333.76-

MS POWER COMPANY									
Sum								15,333.76-	
00002	N & H ELECTRONIC DISTRIB	187367	00182657	17001847	ELEC SUPP GRNDS MAINT	09/30/18	266558	80.16-	
00002	N & H ELECTRONIC DISTRIB	187569	00182935	17001848	ELEC SUPP GRNDS MAINT	09/30/18	266558	25.32-	

N & H ELECTRONIC DISTRIB									
Sum								105.48-	
00002	NEEL-SCHAFFER INC	1054084	PH 3	00183156	17001872	FIELD LIGHTS TATUM SOCCER	09/30/18	266560	1,141.84-
00002	NEEL-SCHAFFER INC	1054084	PH 3	00183157	17001873	SRV 8/18 SULLIVAN PK PAVILION	09/30/18	266560	518.41-
00002	NEEL-SCHAFFER INC	1054084	PH 4	00177047	17001874	SRV MT OLIVE CEMETERY/PARK	09/30/18	266560	1,031.85-
00002	NEEL-SCHAFFER INC	1054084	PH 3	00177344	17001875	SRV SULLIVAN PAVILION CONSTR	09/30/18	266560	518.41-
00002	NEEL-SCHAFFER INC	1054084	PH 3	00177345	17001876	SRV TATUM SOCCER FLD LIGHTS	09/30/18	266560	1,141.84-

NEEL-SCHAFFER INC									
Sum								4,352.35-	
00002	NEWELL PAPER COMPANY	4036640	00182662	17001824	JANIT SUPP REC MAINT	09/30/18	266561	134.23-	
00002	NEWELL PAPER COMPANY	4037057	00182885	17001864	WASP/HORNET SPRAY GRNDS MAINT	09/30/18	266561	288.00-	

NEWELL PAPER COMPANY									
Sum								422.23-	
00002	OFFICE DEPOT INC	2229788335	00182689	17001903	PRINTER INK REC ADM	09/30/18	266563	274.95-	

OFFICE DEPOT INC									
Sum								274.95-	
00002	PARKER, SEKYRRIN L		SPORTS SERVS	02018871	17001888	SPORTS SUPPORT SERVICES	09/30/18	266569	92.00-
00002	PARKER, SEKYRRIN L		SPORTS SERVS	02018877	17001897	SPORTS SUPPORT SERVICES	09/30/18	266569	84.00-

PARKER, SEKYRRIN L									
Sum								176.00-	
00002	PHILLIPS BARK PROCESSING	128177	00182798	17001828	MULCH MOBILE ST FESTIVAL	09/30/18	266573	1,410.00-	

PHILLIPS BARK PROCESSING									
Sum								1,410.00-	
00002	PIONEER MANUFACTURING CO	INV695548	00182836	17001854	PAINT SUPP ALL BALLFIELDS	09/30/18	266580	3,553.50-	

PIONEER MANUFACTURING CO								
Sum								3,553.50-
00002	PLAY IT AGAIN SPORTS	PO#181322 9/	00181322	17001840	2018 FOOTBALL JERSEYS	09/30/18	266582	13,752.50-
00002	PLAY IT AGAIN SPORTS	PO#181333 9/	00181333	17001841	CHEER UNIFORMS	09/30/18	266582	4,000.00-

PLAY IT AGAIN SPORTS								
Sum								17,752.50-
00002	POWELL, RANDY	SPORTS SERV	02018871	17001893	SPORTS SUPPORT SERVICES	09/30/18	266585	64.00-
00002	POWELL, RANDY	SPORTS SERV	02018877	17001899	SPORTS SUPPORT SERVICES	09/30/18	266585	68.00-

POWELL, RANDY								
Sum								132.00-
00002	RAINEY ELECTRONICS, INC	42898	00180580	17001850	INSTALL SCOREBOARD PEOPLES PK	09/30/18	266588	3,490.00-

RAINEY ELECTRONICS, INC								
Sum								3,490.00-
00002	RJ YOUNG COMPANY	INV2680008	00183187	17001908	COPIER 8/18-8/19 MCNAIR CNTR	09/30/18	266596	583.20-

RJ YOUNG COMPANY								
Sum								583.20-
00002	SHERWIN-WILLIAMS COMPANY	8650-3	00182611	17001837	RED BALLFLD PAINT TATUM SOCCR	09/30/18	266606	426.25-
00002	SHERWIN-WILLIAMS COMPANY	4074-8	00182611	17001838	RED BALLFLD PAINT TATUM SOCCR	09/30/18	266606	255.75-

SHERWIN-WILLIAMS COMPANY								
Sum								682.00-
00002	SMITH, CARLTON L	OFFICIAL 9/1	02018872	17001880	OFFICIAL-ADULT SOFTBALL	09/30/18	266607	60.00-

SMITH, CARLTON L								
Sum								60.00-
00002	SOUTHERN MS PINE STRAW	11507	00182732	17001829	PINE STRAW 911 CEREMONY	09/30/18	266615	330.00-

SOUTHERN MS PINE STRAW								
Sum								330.00-
00002	SOUTHERN TIRE MART #9 (M	9034777	00182731	17001860	TIRE U#20232 MOWER	09/30/18	266617	30.96-
00002	SOUTHERN TIRE MART #9 (M	9034730	00182656	17001866	TIRE REPR U#9213 TRUCK	09/30/18	266617	19.95-
00002	SOUTHERN TIRE MART #9 (M	9034884	00182867	17001870	TIRE U#19303 MOWER	09/30/18	266617	97.12-
00002	SOUTHERN TIRE MART #9 (M	9034724	00179915	17001916	TIRES U#8667 TRUCK	09/30/18	266617	279.78-

SOUTHERN TIRE MART #9 (M								
Sum								427.81-
00002	SPEEDY PRINTING & SIGNS	25785	00183038	17001905	SIGN THAMES WALK TRAIL	09/30/18	266621	485.00-

SPEEDY PRINTING & SIGNS								
Sum								485.00-
00002	SPIRE ENERGY	9/18 PKS/REC	00201824	17001911	MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266623	26.65-

SPIRE ENERGY								
Sum								26.65-
00002	TROTTER, WILLIE	OFFICIAL 9/1	02018872	17001881	OFFICIAL-ADULT SOFTBALL	09/30/18	266636	120.00-

TROTTER, WILLIE								

[illegible]

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

PAYROLL FUND							
00006 CMB FINANCIAL SERVICES I 2020		02018177	17000577	GARNISHMENTS	09/26/18	113030	273.33-

CMB FINANCIAL SERVICES I							273.33-
Sum							-----
Sum							273.33-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADCOCK POOLS AND SPA	110037	00183146	17001894	GRANULAR CLC WTR PLANTS	09/30/18	266385	199.99-

ADCOCK POOLS AND SPA							199.99-
Sum							
00009 AT&T MOBILITY	287273861504	00182999	17001850	GPS TRACKING 8/18 WTR PLANT	09/30/18	266401	344.93-

AT&T MOBILITY							344.93-
Sum							
00009 AUTO ARMATURE SERVICE IN 12867		00180853	17001875	BATTERY U#13513 LAGOON	09/30/18	266402	127.95-
00009 AUTO ARMATURE SERVICE IN 12442		00179676	17001877	BATTERIES LAGOON LAWN MOWERS	09/30/18	266402	229.90-

AUTO ARMATURE SERVICE IN							357.85-
Sum							
00009 BONNER ANALYTICAL TESTIN 66950		00183140	17001883	NEW LINE MONITORING VARI LOC	09/30/18	266414	212.00-

BONNER ANALYTICAL TESTIN							212.00-
Sum							
00009 CAMPER CITY OF HATTIESBU 41131		00178093	17001840	7 WAY PLUG U#20054 SEWER	09/30/18	266426	75.00-
00009 CAMPER CITY OF HATTIESBU 40466		00179675	17001876	UNDERBODY BOXES U#13192 LAGN	09/30/18	266426	1,078.00-

CAMPER CITY OF HATTIESBU							1,153.00-
Sum							
00009 CARQUEST AUTO PARTS STOR 14758-111181		00180831	17001863	REPR PTS U#18706 WTR BILLING	09/30/18	266430	34.40-
00009 CARQUEST AUTO PARTS STOR 14758-114577		00183042	17001928	REPR PTS U#15667 LAGOON	09/30/18	266430	22.15-

CARQUEST AUTO PARTS STOR							56.55-
Sum							
00009 CENTRAL PIPE SUPPLY INC S100151107.0		00182121	17001855	HAND TOOLS/SUPP WTR BILLING	09/30/18	266432	816.60-
00009 CENTRAL PIPE SUPPLY INC S100151107.0		00182121	17001856	HAND TOOLS WTR BILLING	09/30/18	266432	72.45-
00009 CENTRAL PIPE SUPPLY INC S100153520.0		00182778	17001866	METER BOXES/CLAMPS WTR PLANT	09/30/18	266432	1,039.24-
00009 CENTRAL PIPE SUPPLY INC S100154265.0		00182831	17001867	PLUMB SUPP WTR PLANT STOCK	09/30/18	266432	3,961.00-

CENTRAL PIPE SUPPLY INC							5,889.29-
Sum							
00009 CERTIFIED LABORATORIES 3262438		00182615	17001849	SURE FLOW CHEMICAL SEWER DEPT	09/30/18	266433	9,570.00-
00009 CERTIFIED LABORATORIES 3264555		00182743	17001853	CHEMICALS SEWER DEPT	09/30/18	266433	5,518.00-
00009 CERTIFIED LABORATORIES 3268601		00182914	17001880	CHEMICALS SEWER DEPT	09/30/18	266433	3,688.00-

CERTIFIED LABORATORIES							18,776.00-
Sum							
00009 CINTAS CORPORATION #J66 J66607767		00183012	17001857	UNIFORMS 9/17 TRANS	09/30/18	266439	95.32-
00009 CINTAS CORPORATION #J66 J66607768		00183012	17001858	MOP/MAT 9/17 PLANT	09/30/18	266439	13.93-
00009 CINTAS CORPORATION #J66 J66607767		00183012	17001859	UNIFORMS 9/17 PLANT	09/30/18	266439	46.87-
00009 CINTAS CORPORATION #J66 J66607767		00183012	17001860	UNIFORMS 9/17 SEWER	09/30/18	266439	43.02-
00009 CINTAS CORPORATION #J66 J66607767		00183012	17001861	UNIFORMS 9/17 LAGOON	09/30/18	266439	25.87-

00009	CINTAS CORPORATION #J66	J66609013	00183214	17001916	UNIFORMS 9/24 TRANS	09/30/18	266439	93.10-
00009	CINTAS CORPORATION #J66	J66609014	00183214	17001917	MOP/MAT 9/24 PLANT	09/30/18	266439	13.93-
00009	CINTAS CORPORATION #J66	J66609013	00183214	17001918	UNIFORMS 9/24 PLANT	09/30/18	266439	46.87-
00009	CINTAS CORPORATION #J66	J66609013	00183214	17001919	UNIFORMS 9/24 SEWER	09/30/18	266439	43.02-
00009	CINTAS CORPORATION #J66	J66609013	00183214	17001920	UNIFORMS 9/24 LAGOON	09/30/18	266439	25.87-

CINTAS CORPORATION #J66								
Sum								
00009	CITY OF HATTIESBURG FUND TRF 2ND 9/18	02018889	17001905	TRF 2ND 9/18	PAYROLL	09/25/18	22146	447.80-
								101,471.64-

CITY OF HATTIESBURG FUND								
Sum								
00009	CORE & MAIN (HD SUPPLY W	J241613	00181450	17001911	HYDRANT METERS SEWER DEPT	09/30/18	266449	101,471.64-
00009	CORE & MAIN (HD SUPPLY W	J295292	00181450	17001912	HYDRANT METERS SEWER DEPT	09/30/18	266449	875.99-
00009	CORE & MAIN (HD SUPPLY W	J473750	00181450	17001913	HYDRANT METERS SEWER DEPT	09/30/18	266449	875.99-

CORE & MAIN (HD SUPPLY W								
Sum								
00009	CUSTOM BUILT TRAILERS OF	PO#183088 38	00183088	17001868	ADDL EQUIP PO#182618 LAGOON	09/30/18	266454	2,627.97-
00009	CUSTOM BUILT TRAILERS OF	921645	00182618	17001873	18' TRAILER LAGOONS	09/30/18	266454	51.98-
								3,560.00-

CUSTOM BUILT TRAILERS OF								
Sum								
00009	D P C ENTERPRISES LP	212001421-18	00180964	17001887	CHEMICALS SOUTH LAGOON	09/30/18	266456	3,611.98-
00009	D P C ENTERPRISES LP	212001972-18	00182617	17001910	CHEMICALS NORTH LAGOON	09/30/18	266456	3,268.00-
00009	D P C ENTERPRISES LP	212001973-18	00182517	17001914	CHEMICALS SOUTH LAGOON	09/30/18	266456	2,811.00-
								4,251.00-

D P C ENTERPRISES LP								
Sum								
00009	DOLEAC ELECTRIC CO INC	ELPS-X1	00181833	17001847	GENERATOR REPR E LAUREL STA	09/30/18	266463	10,330.00-
00009	DOLEAC ELECTRIC CO INC	WP2W5-X2	00181314	17001865	GENERATOR RADIATOR WTR PLT#2	09/30/18	266463	6,697.00-
00009	DOLEAC ELECTRIC CO INC	USA-X1	00181834	17001897	GENERATOR REPR USA YEAST	09/30/18	266463	2,990.00-
00009	DOLEAC ELECTRIC CO INC	LR-X2	00181835	17001898	GENERATOR REPR LINCOLN RD STA	09/30/18	266463	3,997.00-
								3,275.00-

DOLEAC ELECTRIC CO INC								
Sum								
00009	ELKINS WHOLESALE INC	358685	00182620	17001891	RUBBER BOOTS WATER CREWS	09/30/18	266470	16,959.00-
								790.72-

ELKINS WHOLESALE INC								
Sum								
00009	FASTENAL COMPANY	MSHAT212365	00182978	17001893	BLOCK SCRATCH BRUSHES WTR PLT	09/30/18	266480	790.72-
								62.40-

FASTENAL COMPANY								
Sum								
00009	GILKEY ELECTRIC SUPPLY C	302005	00182436	17001874	ELEC SUPP USM LIFT STA	09/30/18	266490	62.40-
00009	GILKEY ELECTRIC SUPPLY C	302025	00182449	17001888	REPR PTS SHADOW RIDGE STA	09/30/18	266490	1,660.00-
								103.84-

GILKEY ELECTRIC SUPPLY C								
Sum								
								1,763.84-

00009 GILLILANDS ELECTRONICS S 67630	00183196 17001896 ALARM 10/18-1/19 WTR BILLING	09/30/18	266491	90.00-

GILLILANDS ELECTRONICS S				90.00-
Sum				818.15-
00009 HATTIESBURG HYDRAULICS I 75711	00182450 17001838 REPR PTS U#19845 TRANS	09/30/18	266502	-----
HATTIESBURG HYDRAULICS I				818.15-
Sum				155.88-
00009 J M H GRAPHICS 15071	00182738 17001852 SHIRTS TRANS OFFICE STAFF	09/30/18	266513	-----
J M H GRAPHICS				155.88-
Sum				38,671.07-
00009 L & A CONTRACTING CO 483-117	00183222 17001927 AERATOR MNT 9/10-23 LAGOONS	09/30/18	266525	-----
L & A CONTRACTING CO				38,671.07-
Sum				150.00-
00009 LAMAR AUTO SALVAGE INC 598773	00183147 17001899 REPR PTS U#19778 SEWER	09/30/18	266527	-----
LAMAR AUTO SALVAGE INC				150.00-
Sum				55.00-
00009 LARRY'S WRECKER SERVICE 5195	00182969 17001851 TOWING U#20049 WTR BILLING	09/30/18	266532	-----
00009 LARRY'S WRECKER SERVICE 4958	00183037 17001862 TOWING U#20054 SEWER	09/30/18	266532	65.00-
00009 LARRY'S WRECKER SERVICE 4959	00183216 17001915 TOWING U#9223 TRANS	09/30/18	266532	65.00-

LARRY'S WRECKER SERVICE				185.00-
Sum				854.24-
00009 MAC PAPERS 396880 (B)	00182710 17001854 COPY PAPER/ENV WTR BILLING	09/30/18	266536	-----
MAC PAPERS				854.24-
Sum				1,289.09-
00009 MORGAN, C J INC 2018054	00182964 17001842 WTR REPR EDWARDS/SHELTON	09/30/18	266548	5,830.50-
00009 MORGAN, C J INC 2018057	00182964 17001843 WTR REPR WESLEY/AIRPORT TANK	09/30/18	266548	10,544.35-
00009 MORGAN, C J INC 2018058	00182964 17001844 WTR REPR PLANT #2	09/30/18	266548	5,093.01-
00009 MORGAN, C J INC 2018052	00182964 17001845 WTR REPR COURTESY FORD 98	09/30/18	266548	60,210.20-
00009 MORGAN, C J INC 2018059	00182964 17001846 WTR REPR VETERANS BLVD	09/30/18	266548	15,321.71-
00009 MORGAN, C J INC 2018060	00183182 17001900 INSTL METERS CONNECTIONS CLN	09/30/18	266548	5,404.05-
00009 MORGAN, C J INC 2018063	00183182 17001901 REPR WTR LEAKS CHAIN AIRPORT	09/30/18	266548	12,110.98-
00009 MORGAN, C J INC 2018061	00183182 17001902 FIRE HYDRANT REPR N 22ND/PRL	09/30/18	266548	21,978.62-
00009 MORGAN, C J INC 2018064	00183182 17001903 REPLACE FIRE HYDRANT ROUSE RD	09/30/18	266548	1,931.77-
00009 MORGAN, C J INC 2018065	00183182 17001904 REPR WTR LEAK ARCADIA ST	09/30/18	266548	-----
MORGAN, C J INC				139,714.28-
Sum				93,992.44-
00009 MS POWER COMPANY 9/18 W&SO&M	00201824 17001909 MNTHLY ELEC-W&SO&M	09/30/18	266554	-----
MS POWER COMPANY				93,992.44-
Sum				1,563.01-
00009 MUNN ENTERPRISES INC 48663	00180544 17001879 RECOVER AWNING WTR BILLING	09/30/18	266556	-----
MUNN ENTERPRISES INC				1,563.01-
Sum				

00009 PATTERSON AUTO ELECTRIC	60013	00182941 17001848 REPRS U#19751 PLANT	09/30/18	266570	238.50-

PATTERSON AUTO ELECTRIC					
Sum					238.50-
00009 PEARL RIVER VALLEY EPA (9/18 W&SO&M		00201824 17001907 MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266571	360.47-

PEARL RIVER VALLEY EPA (					
Sum					360.47-
00009 PHILLIPS CAR CARE CENTER 03231		00181268 17001872 A/C REPR U#9223 SEWER	09/30/18	266574	206.60-

PHILLIPS CAR CARE CENTER					
Sum					206.60-
00009 PINE BELT CDJR, INC (MCM 387264		00183192 17001921 REPRS U#20054 SEWER DEPT	09/30/18	266576	797.44-

PINE BELT CDJR, INC (MCM					
Sum					797.44-
00009 PUCKETT RENTS	670943-0001	00182777 17001871 SAW BLADES SEWER DEPT	09/30/18	266587	940.00-
00009 PUCKETT RENTS	672409	00183086 17001892 WACKER PACKER REPR TRANS DEPT	09/30/18	266587	207.34-
00009 PUCKETT RENTS	673286-0001	00182640 17001925 GENERATOR/TRASH PUMP LAGOON	09/30/18	266587	1,997.97-

PUCKETT RENTS					
Sum					3,145.31-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN		00183130 17001882 SEWER BILLING 8/18	09/30/18	266589	188.00-

RAWLS SPRINGS UTILITY DI					
Sum					188.00-
00009 RICOH CORP	5054301565 W	00183110 17001881 PRODUCTION PRINTER CHGS	09/30/18	266594	256.48-

RICOH CORP					
Sum					256.48-
00009 RYAN MOTORS INC	269098	00180684 17001839 REPR GAS TANK U#20056 TRANS	09/30/18	266598	425.00-

RYAN MOTORS INC					
Sum					425.00-
00009 SOUTHERN HOSE	113782	00182094 17001864 SHELVING PLT#2 WAREHOUSE	09/30/18	266614	1,800.00-

SOUTHERN HOSE					
Sum					1,800.00-
00009 SOUTHERN PINE ELECTRIC P 9/18 W&SO&M		00201820 17001890 MNTHLY 9/18 PUBLIC SERVICES	09/30/18	266616	1,767.17-

SOUTHERN PINE ELECTRIC P					
Sum					1,767.17-
00009 SOUTHERN WATERWORKS SUPP 77021		00182902 17001869 PLUMB SUPP 512 TIPTON ST	09/30/18	266619	484.68-
00009 SOUTHERN WATERWORKS SUPP 76373		00181491 17001884 PLUMB SUPP SEWER STOCK	09/30/18	266619	1,812.22-
00009 SOUTHERN WATERWORKS SUPP 76670		00181491 17001885 PLUMB SUPP SEWER STOCK	09/30/18	266619	165.25-
00009 SOUTHERN WATERWORKS SUPP 76675		00181491 17001886 PLUMB SUPP SEWER STOCK	09/30/18	266619	21.24-
00009 SOUTHERN WATERWORKS SUPP 77066		00182917 17001889 PLUMB SUPP WAREHOUSE STOCK	09/30/18	266619	1,486.16-
00009 SOUTHERN WATERWORKS SUPP 77022		00182907 17001895 PLUMB SUPP S TIPTON LAGOON	09/30/18	266619	202.33-

SOUTHERN WATERWORKS SUPP					
Sum					4,171.88-
00009 SPEEDY PRINTING & SIGNS 25452		00180829 17001878 DOOR HANGERS WTR BILLING	09/30/18	266621	320.00-

SPEEDY PRINTING & SIGNS								-----
Sum								320.00-
00009 SPIRE ENERGY	9/18 W&SO&M	00201824	17001908	MNTHLY 9/18	PUBLIC SERVICES	09/30/18	266623	48.31-

SPIRE ENERGY								
Sum								48.31-
00009 STANDARD OFFICE SUPPLY C 00911		00182404	17001837	OFFICE SUPP	WTR BILLING	09/30/18	266624	143.40-

STANDARD OFFICE SUPPLY C								
Sum								143.40-
00009 UNDERWOOD OUTDOOR POWER, 64787		00182915	17001841	CHOP SAW	REPAIR TRANS DEPT	09/30/18	266641	44.95-

UNDERWOOD OUTDOOR POWER,								
Sum								44.95-
00009 UNIVERSITY TIRE & SERVIC 530780		00181693	17001870	TIRES U#18587	PLANT	09/30/18	266644	459.68-

UNIVERSITY TIRE & SERVIC								
Sum								459.68-
00009 WARREN PAVING INC	11750	00183221	17001922	CRUSHED CONCRETE	TRANS DEPT	09/30/18	266654	796.58-
00009 WARREN PAVING INC	11768	00183221	17001923	CRUSHED CONCRETE	TRANS DEPT	09/30/18	266654	599.36-
00009 WARREN PAVING INC	11943	00183221	17001924	CRUSHED CONCRETE	TRANS DEPT	09/30/18	266654	1,361.75-

WARREN PAVING INC								
Sum								2,757.69-
00009 WATKINS & EAGAR	389637	00183229	17001926	SRVS 9/18	GULF RESTORA NTWRK	09/30/18	266658	655.50-

WATKINS & EAGAR								
Sum								655.50-

Sum								459,035.41-

DOCKET OF CLAIMS

Date - 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010	TRUSTMARK NATIONAL BANK/	9/11/18	ISSU	02018861	17000010	FEEs	'16	GO	W&S	RFDG	BONDS	09/19/18	112990	1,500.00-
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TRUSTMARK NATIONAL BANK/

Sum	1,500.00-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2018

Date

- 09/26/18

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

WATER & SEWER FUND

00011 BAIRFIELD, LAURYN

METER DEP RF 02018867 17000918 METER DEP RFD

09/30/18

266406

41.40-

BAIRFIELD, LAURYN

Sum

00011 BATTEE, JANA RENEE

METER DEP RF 02018885 17000930 METER DEP RFD

09/30/18

266407

41.40-

7.80-

BATTEE, JANA RENEE

Sum

00011 BEALS HANNAH

METER DEP RF 02018885 17000929 METER DEP RFD

09/30/18

266408

7.80-

24.40-

BEALS HANNAH

Sum

00011 BENTON, CLEMENTINE

WTR OVRPMT R 02018868 17000907 WTR OVRPMT RFD

09/30/18

266409

24.40-

13.76-

BENTON, CLEMENTINE

Sum

00011 BOLD DECISONS

METER DEP RF 02018867 17000920 METER DEP RFD

09/30/18

266413

13.76-

24.40-

BOLD DECISONS

Sum

00011 BRIGHT, BENJAMIN

WTR RFD ACCT 02018870 17000924 WTR OVRPMT RFD

09/30/18

266416

24.40-

65.56-

BRIGHT, BENJAMIN

Sum

00011 BURKETT, BENJAMIN R

METER DEP RF 02018867 17000911 METER DEP RFD

09/30/18

266421

65.56-

41.40-

BURKETT, BENJAMIN R

Sum

00011 CHATMAN, ARNELLA

METER DEP RF 02018867 17000916 METER DEP RFD

09/30/18

266434

41.40-

75.00-

CHATMAN, ARNELLA

Sum

00011 COUSINS, EDDIE

METER DEP RF 02018867 17000913 METER DEP RFD

09/30/18

266452

75.00-

75.00-

COUSINS, EDDIE

Sum

00011 DAVIS, JIMMY R

METER DEP RF 02018867 17000922 METER DEP RFD

09/30/18

266459

75.00-

24.40-

DAVIS, JIMMY R

Sum

00011 DONNELL, JOE

WTR OVRPMT R 02018868 17000906 WTR OVRPMT RFD

09/30/18

266464

24.40-

4,957.48-

DONNELL, JOE

Sum

4,957.48-

00011 DUNN, ANNA	METER DEP RF 02018885 17000932 METER DEP RFD	09/30/18	266465	18.40-
DUNN, ANNA				-----
Sum				18.40-
00011 GLORY, DON	METER DEP RF 02018867 17000921 METER DEP RFD	09/30/18	266494	75.00-
GLORY, DON				-----
Sum				75.00-
00011 GRIFFIN, ANGELIA	METER DEP RF 02018885 17000933 METER DEP RFD	09/30/18	266498	75.00-
GRIFFIN, ANGELIA				-----
Sum				75.00-
00011 HANCOCK BANK CORP TRUST	30854 02018874 17000925 MDB 2012 MDBHATT312	09/24/18	312033	2,550.00-
HANCOCK BANK CORP TRUST				-----
Sum				2,550.00-
00011 HAVERSTUHL, ROGER W	METER DEP RF 02018885 17000927 METER DEP RFD	09/30/18	266504	75.00-
HAVERSTUHL, ROGER W				-----
Sum				75.00-
00011 HEAD, MALLORY	METER DEP RF 02018867 17000917 METER DEP RFD	09/30/18	266505	24.40-
HEAD, MALLORY				-----
Sum				24.40-
00011 HIBRO INVESTMENTS	METER DEP RF 02018867 17000919 METER DEP RFD	09/30/18	266506	75.00-
HIBRO INVESTMENTS				-----
Sum				75.00-
00011 JOHNNY'S BP	METER DEP RF 02018885 17000926 METER DEP RFD	09/30/18	266518	4.04-
JOHNNY'S BP				-----
Sum				4.04-
00011 LARRY MCMAHAN	WTR OVRPMT R 02018868 17000905 WTR OVRPMT RFD	09/30/18	266530	201.60-
LARRY MCMAHAN				-----
Sum				201.60-
00011 MCCOY MARKETA N	METER DEP RF 02018885 17000931 METER DEP RFD	09/30/18	266540	24.40-
MCCOY MARKETA N				-----
Sum				24.40-
00011 PIGOTT, JAMES A	METER DEP RF 02018867 17000923 METER DEP RFD	09/30/18	266575	41.40-
PIGOTT, JAMES A				-----
Sum				41.40-
00011 POWELL, CHASE	METER DEP RF 02018867 17000912 METER DEP RFD	09/30/18	266584	34.52-
POWELL, CHASE				-----
Sum				34.52-
00011 RINEBOLD, JANNA	METER DEP RF 02018867 17000915 METER DEP RFD	09/30/18	266595	24.40-
RINEBOLD, JANNA				-----
Sum				24.40-

00011 SCHLEGEL, AMANDA	METER DEP RF 02018867 17000914 METER DEP RFD	09/30/18	266602	75.00-

SCHLEGEL, AMANDA				75.00-
Sum				40.00-
00011 SCHOOL & CARNIVAL SUPPLI	METER DEP RF 02018867 17000908 METER DEP RFD	09/30/18	266603	40.00-

SCHOOL & CARNIVAL SUPPLI				40.00-
Sum				24.40-
00011 TOLLIVER, JEFFREY A	METER DEP RF 02018867 17000910 METER DEP RFD	09/30/18	266630	24.40-

TOLLIVER, JEFFREY A				24.40-
Sum				75.00-
00011 TRICE, BRIDGETTE	METER DEP RF 02018885 17000934 METER DEP RFD	09/30/18	266635	75.00-

TRICE, BRIDGETTE				75.00-
Sum				5.22-
00011 UNDERWOOD DOOR COMPANY I	METER DEP RF 02018867 17000909 METER DEP RFD	09/30/18	266640	5.22-

UNDERWOOD DOOR COMPANY I				5.22-
Sum				10.44-
00011 WALKER, ANNTONINETTE	METER DEP RF 02018885 17000928 METER DEP RFD	09/30/18	266651	10.44-

WALKER, ANNTONINETTE				10.44-
Sum				-----
Sum				8,803.82-

- 09/26/18

Sum

Date - 09/26/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

9/18 MILLAGE 02018875 17000128 9/18 MILLAGE

09/24/18

312031

785,220.55-

00027 H'BURG PUBLIC SCHOOLS

9/18 MILLAGE 02018875 17000129 9/18 MILLAGE

09/24/18

312032

103,350.76-

H'BURG PUBLIC SCHOOLS

Sum

888,571.31-

Sum

888,571.31-

Date - 09/26/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND
00039 ARE CONSULTANTS INC

180508H

00183168

17000051

SRV 9/8-21/18 AIRPT TAXIWAY

09/30/18

266393

9,321.03-

ARE CONSULTANTS INC

Sum

9,321.03-

00039 WARREN PAVING INC

118032.1

00183169

17000052

AIRPORT TAXIWAY EXTN PART 2

09/30/18

266654

75,057.30-

00039 WARREN PAVING INC

118032.2

00183170

17000053

SRV 8/18 AIRPT TAXIWAY EXT 2

09/30/18

266654

171,538.87-

WARREN PAVING INC

Sum

246,596.17-

Sum

255,917.20-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AT&T MOBILITY	287273861504	00182999	17000500	GPS TRACKING 8/18 MASS TRANS	09/30/18	266401	100.00-

AT&T MOBILITY							
Sum							100.00-
00073 CARQUEST AUTO PARTS STOR	14758-114776	00183116	17000515	REPR PTS U#16759/19535/20462	09/30/18	266430	710.32-
00073 CARQUEST AUTO PARTS STOR	14758-114854	00183185	17000517	BATTERIES U#20586	09/30/18	266430	303.12-

CARQUEST AUTO PARTS STOR							
Sum							1,013.44-
00073 CINTAS CORPORATION #J66	J66599563	00182929	17000494	UNIFORMS 8/01 MECH/DRIVERS	09/30/18	266439	99.69-
00073 CINTAS CORPORATION #J66	J66600813	00182929	17000495	UNIFORMS 8/08 MECH/DRIVERS	09/30/18	266439	136.14-
00073 CINTAS CORPORATION #J66	J66602046	00182929	17000496	UNIFORMS 8/15 MECH/DRIVERS	09/30/18	266439	121.42-
00073 CINTAS CORPORATION #J66	J66603293	00182929	17000497	UNIFORMS 8/22 MECH/DRIVERS	09/30/18	266439	97.42-
00073 CINTAS CORPORATION #J66	J66604542	00182929	17000498	UNIFORMS 8/29 MECH/DRIVERS	09/30/18	266439	101.94-

CINTAS CORPORATION #J66							
Sum							556.61-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 9/18	02018889	17000510	TRF 2ND 9/18 PAYROLL	09/25/18	112999	35,665.06-

CITY OF HATTIESBURG FUND							
Sum							35,665.06-
00073 GREATER SOUTHEAST CONSTR	APPL#5 TRANS	00183113	17000505	APPL#5 TRANSIT FACIL CONSTR	09/30/18	266496	52,359.25-

GREATER SOUTHEAST CONSTR							
Sum							52,359.25-
00073 GROVE TRANSIT	JARC TRIPS 8	00183109	17000504	JARC TRIPS 8/19-9/1/18	09/30/18	266499	2,949.00-

GROVE TRANSIT							
Sum							2,949.00-
00073 MAJOR DESIGN STUDIO, PLL	17000.7	00183111	17000506	CONSTR ADM FEES HCT FACILITY	09/30/18	266537	1,279.00-

MAJOR DESIGN STUDIO, PLL							
Sum							1,279.00-
00073 MOBILITY SYSTEMS INC	7485	00182859	17000502	REPRS U#18571 BUS	09/30/18	266546	133.00-
00073 MOBILITY SYSTEMS INC	7408	00183073	17000516	WIRE REPR U#20585	09/30/18	266546	95.00-

MOBILITY SYSTEMS INC							
Sum							228.00-
00073 MS POWER COMPANY	9/18 M TRANS	00201824	17000512	MNTHLY ELEC-MASS TRANSIT	09/30/18	266554	1,097.41-

MS POWER COMPANY							
Sum							1,097.41-
00073 OFFICE DEPOT INC	2224151484	00182511	17000501	COMPUTER SUPPLIES	09/30/18	266563	107.35-

OFFICE DEPOT INC							

Sum						107.35-
00073 OLD RIVER TRUCK SALES IN 16699LM	00181946 17000514 SENSOR REPR U#16761	09/30/18	266565			728.06-

OLD RIVER TRUCK SALES IN						728.06-
Sum						351.00-
00073 OWENS BUSINESS MACHINES 362116	00183081 17000508 COPIER TONER MT OFFICE	09/30/18	266567			-----
OWENS BUSINESS MACHINES						351.00-
Sum						55.84-
00073 PINE BELT CDJR, INC (MCM 387080	00182719 17000499 OIL CHG/ROTATE TIRES U#20462	09/30/18	266576			-----
PINE BELT CDJR, INC (MCM						55.84-
Sum						168.10-
00073 REGIONS CARDHOLDER SERVI 7079 8/31/18	00182419 17000507 REFRSHMNTS SAC CONF 8/30/18	09/30/18	266592			-----
REGIONS CARDHOLDER SERVI						168.10-
Sum						1,753.96-
00073 SOUTHERN TIRE MART LLC 14366784	00182925 17000518 ALIGNMENT/REPRS U#16759	09/30/18	266618			-----
SOUTHERN TIRE MART LLC						1,753.96-
Sum						142.55-
00073 VERIZON WIRELESS 9814330250	00183139 17000503 PARATRANSIT GPS 9/22-10/10/18	09/30/18	266648			-----
VERIZON WIRELESS						142.55-
Sum						146.48-
00073 WATERS INTERNATIONAL TRU 08S816891	00182828 17000509 WHEEL SENSOR REPR U#18570 BUS	09/30/18	266657			-----
WATERS INTERNATIONAL TRU						146.48-
Sum						-----
Sum						98,701.11-

Date - 09/26/18

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075 MYERS UNDERGROUND UTILIT EST#2 N 40TH 00183171 17000184 SRV 7/31-8/31 N 40TH N 39TH

09/30/18

266557

23,570.46-

MYERS UNDERGROUND UTILIT

Sum

00075 T. L. WALLACE CONSTRUCTI EST#6 2017 W 00183172 17000185 SRV 8/18 2017 WTR SYS IMPRV

09/30/18

266629

57,901.57-

T. L. WALLACE CONSTRUCTI

Sum

00075	4D SOLUTIONS, INC	91018	00183173	17000186	FEMA CONSULTANT	8/24-9/11/18
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09/30/18

266664

5,475.00-

4D SOLUTIONS, INC

Sum

5,475.00-

Sum

86,947.03-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 09/26/18

PERIOD ENDING SEPTEMBER 30, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02018863	17000023	FOOD/BEVERAGE TAX 8/18	09/19/18	112991	434,746.30-

H'BURG CONVENTION COMMIS							434,746.30-
Sum							65,595.66-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02018862	17000024	MOTEL SALES TAX 8/18	09/19/18	112992	65,595.66-

H'BURG TOURISM COMMISSIO							65,595.66-
Sum							-----
Sum							500,341.96-

Grand Total Level							4,682,940.43-
Sum							



City of Hattiesburg, MS

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

Master

File Number: 2018-837

File ID: 2018-837

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/01/2018

Brief Title: Ratification of amended Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosive (ATF) and Hattiesburg Police Department - to be made a part of the minutes.

Final Action:

Minute Book Number: MB 2018-249

Title:

Ratification of amended Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosive (ATF) and Hattiesburg Police Department - to be made a part of the minutes.

Notes:

Agenda Date: 10/02/2018

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: MOU with ATF and HPD - revised

Enactment Number:

Contact:

Meeting Date: 10/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Agenda Review	10/01/2018	Action Text: Following discussion of agenda items, Council President Carroll closed the Agenda Review.				
1	City Council	10/02/2018					

Text of Legislative File 2018-837

Title

Ratification of amended Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosive (ATF) and Hattiesburg Police Department - to be made a part of the minutes.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

AND

**HATTIESBURG POLICE DEPARTMENT
(HPD)**

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Hattiesburg Police Department (HPD) ("participating agencies") as it relates to the ATF Frontline Initiative and Criminal Gangs Task Force (herein referred to as Task Force/Project "A.R.E.S." (Armed-Offender Reduction & Enforcement Strategy))

- The parties signing this memorandum of understanding hereto agree that it is to their mutual benefit to cooperate in eliminating the illegal flow of firearms to the criminal element. The cooperation will involve the investigation and prosecution of those individuals, groups or gangs misusing firearms to commit violent crime and illegally trafficking firearms enable others to commit violent crime.

BACKGROUND

Firearms-related violence is one of this Nation's primary concerns. Firearms-related violence, spurred by an indifference to human life, is depleting the cultural and economic resources of our society and is eroding the basic quality of life for many Americans.

Despite the diligent efforts of law enforcement, illicit sources of firearms continue to be available to the criminal element. Some licensed firearms dealers are engaged in unlawful diversion and distribution of firearms. Other unlicensed individuals legitimately or, through the use of fraudulent identification or straw purchases or theft, illegitimately acquire firearms and illegally supply them to the criminal elements. As the number of violent crimes committed with firearms continues to increase nationwide, Federal, State, and local law enforcement officials must work together to effectively develop and implement enforcement strategies to combat this dangerous trend. Each party to this agreement recognizes that one of the most effective methods to identify illegal sources of firearms is through the systematic tracing of all recovered crime related firearms.

AUTHORITIES

Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction 28 U.S.C. § 599A; 27 CFR § 0.130 and specifically, the Gun Control Act of 1968, 18 U.S.C. §§ 921 et seq., 3051 and the National Firearms Act, 26 U.S.C. §§ 5861 et

seq. PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime to include drug trafficking
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of proactive investigation in order that the Task Force's activities will result in effective prosecution of firearms related offenses before the courts of the United States and the State of Mississippi.
- e. Conduct street level gun and drug interdiction.
- f. Investigate all firearm offenses within the task forces area of responsibility.
- g. Proactive enforcement in targeted areas.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information. (i.e. crime statistics) for the purpose of measuring the success of the task force as well as its performance.

Enforce Federal firearms laws in order to remove violent offenders from our communities, and keep firearms out of the hands of those prohibited by law from possessing them.

Performance Indicator: Percent change in violent firearms crime in metropolitan areas with a substantial ATF presence (as compared with similar areas) as well as seizure of illegal firearms.

Performance Indicator: Percentage of high-crime cities with an ATF presence demonstrating a reduction in violent firearms crime when compared to the national average.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of designated special deputies (SD's) will continue to be the responsibility of the sponsoring agency (HPD), with the ATF Special Agent in Charge or his/her designee having operational control over all direct enforcement operations related to this Task Force.

Each SD shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding all matters unrelated to this agreement/taskforce. With regard to matters mutually deemed related to the function of this Task Force, SD's will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws. Failure to comply with this paragraph could result in a SD's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios); SD's must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the **Hattiesburg Police Department** agrees to detail two (2) part time Special Deputies to the Task Force for a period of not less than two (2) years. This term may be amended with the approval of both agencies, or in the circumstance that the agencies mutually agree to designate one or both of these SD's as a Task Force Officer.

All SD's shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All SD's will undergo a security clearance and background investigation and ATF shall bear the costs associated with those investigations. SD's must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of SD's for inclusion on the Task Force.

DEPUTIZATION

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's SD's be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the Special Deputies leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFO/TFAs to complete forms required by their employing agency.

Information will be freely shared among the TFO/TFAs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFO/TFAs and ATF personnel, may be disseminated to any third party, not-task force member by any task force member without the express permission of the ATF Special Agent in Charge of his/her designee.

Any public request for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

INFORMANTS

ATF and HPD guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses in the performance of this Task Force.

Informants developed by SD's may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: RAC Jason Denham, S/A Michael Knoll.

Participating Agency: Anthony Parker (Chief HPD) & Brandon McLemore (HPD Captain).

EVIDENCE

All non-narcotics and firearms evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. All narcotics evidence will be processed and maintained by HPD/ATF in accordance with their respective policy. Any firearms related evidence that is anticipated to be used to charge a federal crime or further develop an investigation for federal prosecution will be maintained by ATF. All evidence generated from investigations initiated by a SD or ATF Special Agent assigned to this Task Force that is intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a SD must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All part time Special Deputies will fully comply with ATF and the Department of Justice's (DOJ's) use of force policies during Task Force affiliated enforcement activities, unless a TFO/TFAs agency's Use of Force policy is more restrictive, in which case the TFO/TFA may use their respective agency's use of force policy. TFO/TFAs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media. Concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, U.S.C. § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C. Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO/TFA's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. § 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. This MOU is not a funding document.

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the

course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any

participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES



Anthony Parker

Chief

Hattiesburg Police Department

9-28-18
Date



Dana Nichols

ATF, Special Agent in Charge

New Orleans Field Division

9/18/18
Date