



**Tuesday, March 16, 2021
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2021-272** Approve the minutes for the March 1 and 2, 2021 meetings of the City Council.
- 2. 2021-265** Adopt the March 16, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
- 3. 2021-253** Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland.
- 4. 2021-246** Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same.
- 5. 2021-260** Approve Lighting Agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08 and authorize the Mayor to execute the same.

- 6. 2021-256** Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08 and authorize the Mayor to execute in duplicate.
- 7. 2021-273** Approve Rental Agreement between the City of Hattiesburg and Hardy Street Baptist Church for the use of the Hardy Street Baptist Church Activity Center as a municipal precinct for all municipal elections and authorize the Mayor to execute the same.
- 8. 2021-84** Approve License and Subscription Agreement with Bluebeam, Inc. for services to facilitate electronic plan review for development and building plans and authorize the Mayor to execute the same.
- 9. 2021-261** Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within Hattiesburg and authorize the Mayor to execute the same.
- 10. 2021-266** Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16,2021 and ending June 15, 2022 for a cost not to exceed \$ 18091.14 and authorize the Mayor to execute the same.
- 11. 2021-263** Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for the FY22 Impaired Driving Program; Authorize Mayor to execute.
- 12. 2021-134** Authorize Mayor to execute Funding Grant Agreement with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$300,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 60 of House Bill No. 1730 of the 2020 legislative session.
- 13. 2021-264** Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35)BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35)BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH.

ROUTINE AGENDA

1. **2021-155** Acknowledge receipt of Privilege Tax License Monthly Report for February 2021.
2. **2021-249** Acknowledge receipt of a Drainage Easement from Oil Mill Square, Inc. for a portion of Lots 3 and 4 of Turtle Creek Business Park, further described as Lamar County Tax Parcel No. 051Q-12-008.000 (PPIN 17401).
3. **2021-250** Acknowledge receipt of a Drainage Release, executed by the owners of the listed properties.
4. **2021-271** Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30,2020, from Suzanne E. Smith, CPA,PLLC of Auditing and Accounting Services.
5. **2021-274** Acknowledge final version of 2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)
6. **2021-269** Acknowledge the setting of a public hearing for the purpose of receiving comments on the draft 2021 Action Plan, March 30, 2021 at 5:00pm and an associated public comment period.
7. **2021-259** Acknowledge no proposals were received for Term Bid Item #3 - Ready Mix Concrete; Approve Specifications and Authorize Publication of Advertisement for above referenced Term Bid Item.
8. **2021-257** Acknowledge bids received February 18th and February 25th, 2021 for Various Term Bid items for the Public Works Department; Accept the bids as recommended below.
9. **2021-254** Approve plans and specifications for the Quinn Street Speed Tables project and authorize advertisement for bids.
10. **2021-267** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
11. **2021-268** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
12. **2021-247** Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
13. **2021-248** Approve claims docket for the period ending March 12, 2021.

In Memoriam:

- Mr. Russell Jennings
- Mr. Garvis "Tony Boy" Walker, Sr.
- Mr. Ulysses Hines

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, March 16, 2021

Re: Approve the minutes for the March 1 and 2, 2021 meetings of the City Council.
File Number: 2021-272
Minute Book #MB 2021-30 / Approved

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the March 16, 2021 City Council meeting for consideration.

Published Agenda



Monday, March 1, 2020	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Public Hearing

1. **2021-76** Hold Public Hearing 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.
1. 915 Roby Street
 2. 508 Buschman Street
 3. 715 McKinley Street
 4. 118 Tuscan Avenue
 5. 100 Claiborne Avenue

Agenda Adjustments

Delete Policy Item #10 at the request of the Administration.

Agenda Review

Citizens' Forum

Work Session

1. **2021-70** Municode (Code of Ordinances) Review, presented by City Attorney Randy Pope.
2. **2021-71** Retro reflectivity of stop signs, requested by Council Vice President Mary Dryden.
3. **2021-72** Fire Station #5 on East Hardy Street (living conditions), requested by Councilwoman Deborah Delgado.
4. **2021-73** Timberton Softball Complex (update and plans to rebuild), requested by Councilman Nicholas Brown

Meeting Recess

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:00 p.m. Monday, March 2, 2021**, in Council Chambers at City Hall, pursuant to order adopted February 2, 2021, at Minute Book 2021 Pages 30-31, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Those present included Mayor Toby Barker and members of the City Council 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 and explained the procedures.

Public Hearing

Public Hearing

1. **2021-76** Hold Public Hearing 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.

Code Enforcement Manager, Wiley Quinn, presented the properties to be considered. Mr. Quinn recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost-plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 10 days to resolve violations.

Council President Carroll called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

- Cooper Conville spoke on behalf of property 508 Buschman Street (Case # 2).

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

By unanimous consent, Council President Carroll **closed the public hearing at 4:08 p.m. and proceeded with the Agenda Review.**

Agenda Adjustments

The Clerk of Council read aloud amendments to Delete Policy Item #10 at the request of the Administration.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' 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:

- Anastassia Doctor, 204 N. 23rd Ave.
- Willow Kittrell, 201 N. 23rd Ave.
- Shelliah Seal, 712 E. 2nd St.
- Lorraine Bates, 145 Ostial Paul
- Richard Carlisle, 107 E. Front St.
- Donald Bothley, 612 N. 31st Ave.

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

Council Vice President Dryden closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

Meeting Recess

Council President Carroll declared the **meeting recessed at 5:18 p.m., this 1st day of March, 2021**, by unanimous consent, until the 2nd day of March, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Agenda



**Tuesday, March 2, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

**Call to Order
Call to Prayer and Pledge of Allegiance**

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|-----------------|--|
| 1. | 2021-150 | Approve the minutes for the February 16, 2021 meeting of the City Council. |
| 2. | 2021-77 | Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community. |
| 3. | 2021-135 | Adopt a Resolution setting Public Hearing on Monday, April 5, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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. |
| 4. | 2021-143 | Adopt a Resolution authorizing Requisition No. 80 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. |
| 5. | 2021-82 | Adopt a Resolution declaring surplus Police Canine Otter and authorize removal of Otter from the Police Department inventory and disposal of same to his Handler, Officer Seth Blackmon. |
| 6. | 2021-129 | Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this agreement; Authorize Mayor to execute in duplicate. |
| 7. | 2021-151 | Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; Authorize Mayor to execute in duplicate. |
| 8. | 2021-138 | Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate. |
| 9. | 2021-134 | Approve Memorandum of Understanding with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$500,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs of construction, furnishing and equipping of an education center and related facilities at the Hattiesburg Zoo, as appropriated in Senate Bill No. 2969 of the 2020 legislative session and authorize the Mayor to execute the same. |
| 10. | 2021-132 | Deleted |
| 11. | 2021-133 | Approve Agreement with Major Design Studio, PLLC for services related to the design and construction on the second floor of the Hub City Transit facility and authorize the Mayor to execute in duplicate. |
| 12. | 2021-140 | Approve Lease Agreement with Nelson Haskin for the creation of a parklet on Front Street and authorize the Mayor to execute the same. |
| 13. | 2021-145 | Approve Lease Agreement with Roy Windham for the creation of a parklet on Forrest Street and authorize the Mayor to execute the same. |
| 14. | 2021-139 | Approve Engagement Agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal. |
| 15. | 2021-119 | Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same. |
| 16. | 2021-141 | Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed. |
| 17. | 2021-130 | Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100. Authorize the Mayor to execute in duplicate. |
| 18. | 2021-123 | Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from |

- Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.
19.

2021-142

Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.
20.

2021-127

Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute, in duplicate, rental agreement with Election Systems and Software,
21.

2021-44

Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard for Hattiesburg Police Department in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

ROUTINE AGENDA

1.

2021-120

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
2.

2021-137

Acknowledge receipt of request filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission’s Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021. Set a public hearing before City Council on April 5, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
3.

2021-128

Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
4.

2021-131

Acknowledge receipt of a donation of real property identified as Forrest County PPIN 15833 along High Street from Paul D Wise and wife, Karen B. Wise.
5.

2021-125

Approve plans and specifications for the Tatum Park Lighting Fields 13 and 15 Project, and authorize advertisement for bids.
6.

2021-88

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
7.

2021-136

Approve and execute Down Payment Assistance agreement, Deed of Trust, and authorize manual check for Bridgette Lang in the amount of \$20,000.
8.

2021-154

Approve claims docket for the period ending February 28, 2021.

In Memoriam:

- Ms. Billie Rose Perry
- Mr. Calvin Drake
- Ms. Arline Dixon
- Mr. James H. (Jimmy) Cowart
- Mr. Ulysses E. Hines
- Mr. Kenneth Hathorn
- Mr. Joseph William Clark

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, March 2, 2021**, in the Jackie Dole Community Center Auditorium; same being a recessed meeting from March 1, 2021.

Those present included 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. Absent: Mayor Toby Barker.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2021-150** Approve the minutes for the February 16, 2021 meeting of the City Council.

Attachments: 2-16-2021 XS Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the February 16, 2021 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

2. **2021-77** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolutions of Condemnation 3 2 2021
 1. 915 Roby Street
 2. 508 Buschman Street
 3. 715 McKinley Street
 4. 118 Tuscan Avenue
 5. 100 Claiborne Avenue

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Adopt Resolutions (#2021-15-19) condemning the following properties as unclean and a menace to the health and safety of the community.

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

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

Nays: 0

3. **2021-135** Adopt a Resolution setting Public Hearing on Monday, April 5, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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.

Attachments: Request to Set Public Hearing-CE 4 5 2021
 Set Public Hearing Unsafe Properties Resolution 4 5 2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2021-20) setting Public Hearing on Monday, April 5, 2021 at 4:00 p.m. in the Jackie Dole

Sherrill Community Center 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.

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

4. **2021-143** Adopt a Resolution authorizing Requisition No. 80 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. 80
 Project Resolution Requisition 2016 Bonds No. 80

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2021-21) authorizing Requisition No. 80 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

5. **2021-82** Adopt a Resolution declaring surplus Police Canine Otter and authorize removal of Otter from the Police Department inventory and disposal of same to his Handler, Officer Seth Blackmon.

Attachments: Police Canine Otter

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2021-22) declaring surplus Police Canine Otter and authorize removal of Otter from the Police Department inventory and disposal of same to his Handler, Officer Seth Blackmon.

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

6. **2021-129** Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this agreement; Authorize Mayor to execute in duplicate.

Attachments: MOU Hattiesburg US 49 and I59 Lighting
 Exhibit A Hattiesburg Lighting
 Exhibit B Lighting Hattiesburg (002)
 Exhibit C Hattiesburg Lighting
 Executed MOU Hattiesburg US 49 and I59 Lighting

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Memorandum of Agreement by and between the City of Hattiesburg and the Mississippi Transportation Commission providing for the City to assume maintenance, operation and responsibility of all lighting of certain specified areas upon MDOT's completion of Light Emitting Diode (LED) retrofit and the execution of this

agreement; 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

7. **2021-151** Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; Authorize Mayor to execute in duplicate.

Attachments: 3707 - Change Order One electronic

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Change Order No. 1 with Hanco Corporation on the Fire Station No. 9 Project in the amount of \$3,943.00 to provide for lighting of the flag pole and the addition of 50 days to the contract time due to inclement weather conditions; 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

8. **2021-138** Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate.

Attachments: Neel-Schaffer Agreement-TAP project

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Professional Services Agreement with Neel-Schaffer, Inc. for design and environmental services for elements of the Gordon Creek Commons Project associated with the MDOT grant for said project; Authorize Mayor to execute in triplicate.

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

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

Nays: 0

9. **2021-134** Approve Memorandum of Understanding with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$500,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs of construction, furnishing and equipping of an education center and related facilities at the Hattiesburg Zoo, as appropriated in Senate Bill No. 2969 of the 2020 legislative session and authorize the Mayor to execute the same.

Attachments: MOU for Zoo state bond funds

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Memorandum of Understanding with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$500,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs of construction, furnishing and equipping of an education center and related facilities at the Hattiesburg Zoo, as appropriated in Senate Bill No. 2969 of the 2020 legislative session and authorize the Mayor to execute the same.

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

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

Nays: 0

10. - Deleted -

11. 2021-133 Approve Agreement with Major Design Studio, PLLC for services related to the design and construction on the second floor of the Hub City Transit facility and authorize the Mayor to execute in duplicate.

Attachments: HCT Facility - Architect Agreement - 2nd Floor

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Agreement with Major Design Studio, PLLC for services related to the design and construction on the second floor of the Hub City Transit facility and authorize the 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

12. 2021-140 Approve Lease Agreement with Nelson Haskin for the creation of a parklet on Front Street and authorize the Mayor to execute the same.

Attachments: Parklet Lease Agreement - Nelson Haskin - 3-2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lease Agreement with Nelson Haskin for the creation of a parklet on Front Street and authorize the Mayor to execute the same.

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

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

Nays: 0

13. 2021-145 Approve Lease Agreement with Roy Windham for the creation of a parklet on Forrest Street and authorize the Mayor to execute the same.

Attachments: Parklet Lease Agreement - Roy Windham - 3-2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Lease Agreement with Roy Windham for the creation of a parklet on Forrest Street and authorize the Mayor to execute the same.

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

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

Nays: 0

14. 2021-139 Approve Engagement Agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal.

Attachments: LIA INFRA 2021 Grant Proposal

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve Engagement Agreement with Local Impact Analytics, LLC for 2021 INFRA Grant proposal.

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

- 15. 2021-119** Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg Boxing Gym

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve a Pest Control Service Agreement between the City of Hattiesburg and Havard Pest Control for services at the City of Hattiesburg Boxing Gym and authorize the Mayor to execute the same.

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

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

Nays: 0

- 16. 2021-141** Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed.

Attachments: Quitclaim Deed - Bartley Clark
Valuation Ltr-Bartley Clark

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize purchase of property located at 908 Gulfport Street, and further identified as Forrest County Tax Parcel No. 2-037D-14-028.00 (PPIN 023469), as per attached deed in the amount of \$5,000.00 in accordance with Mississippi Code 21-17-1 et seq.; Authorize issuance on manual check in payment upon signing of deed.

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

- 17. 2021-130** Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100. Authorize the Mayor to execute in duplicate.

Attachments: Asbury Cover Sheet - 2021 App
Program Summary
Budget & Narrative

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Authorize the submission of a grant application to the Asbury Foundation for the Hattiesburg Police Department K-9 Program, for the purchase of three (3) SUVs to be outfitted as K-9 cruisers, in the amount of \$122,100. Authorize the 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

- 18. 2021-123** Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.

Attachments: 2021_02_18_15_47_50

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Acknowledge bids received January 28, 2021 in a reverse auction for (10) 2021 Harley-Davidson FLHP Road King motorcycles for the Hattiesburg Police Department and accept the bid from Rossmeyer Daytona Motorcycles in the amount of \$54,000 for 12 months as the best and only bid received.

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

- 19. 2021-142** Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.

Attachments: 12203_Section 592 Questionnaire Form_012021
12203_US Corp of Eng (Rogers)_from Hattiesburg

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the Administration to apply for a grant from the U.S. Army Corps of Engineers through their Section 592 Program to provide funding for the rehabilitation of the City's Wastewater Collection System, specifically the 63rd Street Lift Station, estimated to cost approximately \$6.6M. Authorize Mayor to execute any and all documents required for such application.

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

- 20. 2021-127** Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute, in duplicate, rental agreement with Election Systems and Software,

Attachments: ESS-1202 City of Hattiesburg Election Support

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize City Clerk to execute, in duplicate, rental agreement with Election Systems and Software,

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

21.

2021-44

Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard for Hattiesburg Police Department in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

Attachments: [Request from Chief P. Sealy](#)
[Quote for Watch Guard 4RE Vista](#)
[Sole Source Letter Watch Guard for New Vehicles](#)

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Declare and approve a sole source purchase for Watch Guard Body Camera and In Car 4RE Systems from Watch Guard for Hattiesburg Police Department in the amount of \$62,300.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Watch Guard is a sole manufacturer and exclusive distributor of this system.

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

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council Member Brown 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

1.

2021-120

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments

Attachments: [Ratification of Release of Liens 3 2 2021 \(2\)](#)
[1. Golf Course Road](#)
[2. 351 Emerson Drive](#)
[3. Allen Street](#)
[4. 901 Fairley Street](#)
[5. 707 E. 9th Street](#)
[6. 530 Buschman Street](#)
[7. 209 E. 3rd Street](#)
[8. 102 South Street](#)
[9. 315 Miller Street](#)
[10. 307 Conti Street](#)
[11. 218 Oak Street](#)
[12. 701 Eufala Avenue](#)
[13. 719 Walnut Street](#)
[14. 110 Harrel Street](#)
[15. 201 Chestnut Avenue](#)
[16. 210 Chestnut Avenue](#)
[17. 212 Chestnut Avenue](#)
[18. 224 Dossett Avenue](#)
[19. 1221 Ida Avenue](#)
[20. 111 Dearborne Street](#)
[21. 805 Arledge Street](#)

2.

2021-137

Acknowledge receipt of request filed by Anna Rush, Owner, to appeal the Hattiesburg Historic Conservation Commission’s Denial of the petition filed by Anna Rush to paint exterior brick at 307 West Pine Street. The HHCC Denied on February 10, 2021. Set a public hearing before City Council on April 5, 2021 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
- Attachments:

rush appeal_001

Public Notice - Public Hearing - 307 West Pine Street
3.

2021-128

Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
- Attachments:

20210222091420
4.

2021-131

Acknowledge receipt of a donation of real property identified as Forrest County PPIN 15833 along High Street from Paul D Wise and wife, Karen B. Wise.
- Attachments:

Warranty Deed from Paul D. Karen B. Wise - executed
5.

2021-125

Approve plans and specifications for the Tatum Park Lighting Fields 13 and 15 project, and authorize advertisement for bids.
- Attachments:

ADVERTISEMENT FOR BIDS

Tatum Park Lighting 13 and 15 Final Plans

Tatum Park Lighting 13 and 15 Final Specs
6.

2021-88

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- Attachments:

Manual Check Memo 03022021

Clearpoint_303 JC Killingsworth
7.

2021-136

Approve and execute Down Payment Assistance agreement, Deed of Trust, and authorize manual check for Bridgette Lang in the amount of \$20,000.
- Attachments:

Homebuyer DPA Agreement Bridgette Lang

Deed of Trust_Bridgette Lang
8.

2021-154

Approve claims docket for the period ending February 28, 2021.
- Attachments:

Docket 02.28.21

DT 2.28.21

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Ms. Billie Rose Perry
- Mr. Calvin Drake
- Ms. Arline Dixon
- Mr. James H. (Jimmy) Cowart
- Mr. Ulysses E. Hines
- Mr. Kenneth Hathorn
- Mr. Joseph William Clark

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:10 p.m., this 2nd day of March, 2021**, by unanimous consent, until the 15th day of March, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, March 16, 2021

Re: Adopt the March 16, 2021 amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2021 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2021-265
Minute Book #

Summary

Adopt March 16, 2021 amendments to the budget and adopt Resolution authorizing publication of amendments in excess of 10% of originally appropriated fund balance.

Recommendation Statement

I recommend adoption of the March 16, 2021 amendments and Resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the March 16, 2021 City Council meeting for consideration.

MEMORANDUM

TO : *Mayor Barker, Members of City Council*
FROM : *Connie Everett, Interim CFO*
DATE : *March 16, 2021*
SUBJECT : *Proposed Amendments, FY 2021*

Below is a list of the most significant proposed amendments to the FY 2021 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

Significant items specifically for the **General Fund** include:

- Most of the amendment for expenditures is in the Sanitation budget, for purchase of additional trash cans and repair of the hydraulic arm on a garbage truck,
- Another significant increase is for recording fees for the NOLA cameras placed in various areas of the city.
- Repair of a damaged wall from a roof leak at the Municipal Court building is included in these amendments, per terms of the city's lease agreement.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS**March 16, 2021****FY 2021****GENERAL FUND:**

Budgeted Ending Cash as adopted **4,765,156**

Amendments to Revenues:

Total Amendments to Revenues

-

Amendments to Expenditures:

City Court - amend for building repair	(12,500)
Mayor/Admin - amend for COVID supplies	(5,000)
Muni. Clerk - move part-time position from Parking	(13,910)
Police - NOLA camera recording; COVID supplies	(66,500)
Code Enforcement - vehicle repair parts	(4,000)
GOFs - prof.services for fuel center system	(5,000)
Sanitation - vehicle repairs, trash cans	(106,000)
Economic Dev. - budget CARES Act funds for projects	60,000
Parking - move position to Mun. Clerk	7,093

Total Amendments to General Fund Expenditures

(145,817)**Budgeted Ending Cash, as Amended****\$ 4,619,339****PARKS & RECREATION FUND****\$ 10,000**

Budget for programs and COVID supplies

POLICE FORFEITURES FUND:**\$ 12,998**

Budget court awarded revenue from seizures

INFRASTRUCTURE IMPR/INTERNET SALES TAX FUND:**\$ 3,237,289**

Budget additional sales tax revenue and local contribution
for street improvement project

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$196,114	\$20,000	\$216,114	Adjust budget for computer supplies and COVID supplies

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$561,398	\$99,735	\$661,133	Adjust budget for NOLA camera recording fees; grant adjustments

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 24,855	\$4,000	\$28,855	Adjust budget for vehicle repairs

Section 4. That the following budget amendments are hereby authorized to be made in the City's Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,881,699	\$1,001,424	\$5,883,123	Adjust budget for street repaving and vehicle repairs

Section 5. That the following budget amendments are hereby authorized to be made in
the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$51,295	\$51,295	Adjust budget for court awarded fines

Section 6. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Construction Fund Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 540,110	\$200,000	\$740,110	Adjust budget for engineering fees

Section 7. That the following budget amendments are hereby authorized to be made in
the City's Community Development Block Grant Fund Personal Services Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 239,430	\$26,020	\$265,45	Adjust budget for part-time employee

Section 8. That the following budget amendments are hereby authorized to be made in
the City's Public Safety/Recreation Construction Fund Transfers Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$23,525	\$23,525	Budget for transfer of reserve funds to debt service fund

Section 9. That the following budget amendments are hereby authorized to be made in
the City's Infrastructure Impr/Internet Sales Tax Fund Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$970,000	\$3,393,380	\$4,363,380	Adjust budget for contribution for street improvement project; adjust beginning fund balance

Section 10. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of March, 2021.

(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 16th day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>							
Taxes -Other	\$40,000		\$40,000		\$40,000		\$40,000
Licenses & Permits	4,346,000		4,346,000		\$4,346,000		\$4,346,000
Intergovernmental Revenues:							\$0
Federal	1,316,738	1,071,332	2,388,070		\$2,388,070		\$2,388,070
State	267,434	317	267,751	75,000	\$342,751		\$342,751
State-Shared	23,010,200		23,010,200	71,077	\$23,081,277		\$23,081,277
County/City Shared			0		\$0		\$0
Charges for Services:					\$0		\$0
Public Safety	435,000		435,000		\$435,000		\$435,000
Streets	0		0		\$0		\$0
Sanitation	2,290,000		2,290,000		\$2,290,000		\$2,290,000
Misc.	0		0		\$0		\$0
Fines & Forf.	1,042,600		1,042,600		\$1,042,600		\$1,042,600
Misc. Revenues	328,250		328,250		\$328,250		\$328,250
Transfers-In	1,024,000	814	1,024,814		\$1,024,814		\$1,024,814
Non-Revenue Receipts	117,000		117,000	24,853	\$141,853		\$141,853
TOTAL REVENUES EXCLUSIVE OF			0		0		\$0
PROPERTY TAXES	\$34,217,222	\$1,072,463	\$35,289,685	\$170,930	\$35,460,615	\$0	\$35,460,615
Beg. Fund Balance	7,000,000	2,707,134	9,707,134	244,452	\$9,951,586		9,951,586
Less Reserve for Court Technology	-914,503		-914,503		-\$914,503		-914,503
Less Reserve for Future Debt Service			0		\$0		0
Property Tax Levy	18,745,000		18,745,000		\$18,745,000		18,745,000
TOTAL AVAIL. REVENUES	\$59,047,719	\$3,779,597	\$62,827,316	\$415,382	\$63,242,698	\$0	\$63,242,698

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council							
Personnel	\$366,920		\$366,920		\$366,920		366,920
Supplies & Expenses	2,400		2,400		\$2,400		2,400
Other Services & Charges	240,500		240,500	853	\$241,353		241,353
Capital Outlays	6,000		6,000		\$6,000		6,000
Total - City Council	\$615,820	\$0	\$615,820	\$853	\$616,673	\$0	\$616,673
City Court							
Personnel	\$1,011,401	\$4,410	\$1,015,811		\$1,015,811		1,015,811
Supplies & Expenses	30,324		30,324		\$30,324		30,324
Other Services & Charges	722,262		722,262		\$722,262	12,500	734,762
Capital Outlays	0		0		\$0		0
Total - City Court	\$1,763,987	\$4,410	\$1,768,397	\$0	\$1,768,397	\$12,500	\$1,780,897
Mayor/Admin.							
Personnel	\$650,580		\$650,580		\$650,580		650,580
Supplies & Expenses	15,250		15,250		\$15,250	5,000	20,250
Other Services & Charges	187,701		187,701		\$187,701		187,701
Capital Outlays	5,000		5,000		\$5,000		5,000
Total - Mayor/Admin.	\$858,531	\$0	\$858,531	\$0	\$858,531	\$5,000	\$863,531
Elections							
Personnel	\$0		\$0	\$31,115	\$31,115		\$31,115
Supplies & Expenses	3,200		3,200		\$3,200		3,200
Other Services & Charges	65,550		65,550		\$65,550		65,550
Capital Outlays	0		0		\$0		0
Total - Elections	\$68,750	\$0	\$68,750	\$31,115	\$99,865	\$0	\$99,865
Muni. Clerk							
Personnel	\$210,660		\$210,660		\$210,660	\$13,910	\$224,570
Supplies & Expenses	4,150		4,150		\$4,150		4,150
Other Services & Charges	49,800	3,675	53,475		\$53,475		53,475
Capital Outlays	0		0		\$0		0
Total - Muni Clerk	\$264,610	\$3,675	\$268,285	\$0	\$268,285	\$13,910	\$282,195
Accounting							
Personnel	\$298,700		\$298,700	\$27,821	\$326,521		\$326,521
Supplies & Expenses	5,230		5,230		\$5,230		5,230
Other Services & Charges	1,800		1,800		\$1,800		1,800

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Capital Outlays	0		0		\$0		0
Total - Accounting	\$305,730	\$0	\$305,730	\$27,821	\$333,551	\$0	\$333,551
Purchasing							
Personnel	\$127,555		\$127,555		\$127,555		\$127,555
Supplies & Expenses	2,750		2,750		\$2,750		2,750
Other Services & Charges	2,734		2,734		\$2,734		2,734
Capital Outlays	0		0		\$0		0
Total - Purchasing	\$133,039	\$0	\$133,039	\$0	\$133,039	\$0	\$133,039
City Attorney							
Personnel	\$96,255		\$96,255		\$96,255		\$96,255
Supplies & Expenses	100		100		\$100		100
Other Services & Charges	11,100		11,100		\$11,100		11,100
Capital Outlays	0		0		\$0		0
Total - City Attorney	\$107,455	\$0	\$107,455	\$0	\$107,455	\$0	\$107,455
Human Resources							
Personnel	\$190,612		\$190,612		\$190,612		\$190,612
Supplies & Expenses	8,900		8,900		\$8,900		8,900
Other Services & Charges	6,100		6,100		\$6,100		6,100
Capital Outlays	0		0		\$0		0
Total - Human Resources	\$205,612	\$0	\$205,612	\$0	\$205,612	\$0	\$205,612
Loss Control							
Personnel	\$70,565	\$1,050	\$71,615		\$71,615		\$71,615
Supplies & Expenses	6,350		6,350		\$6,350		6,350
Other Services & Charges	3,700		3,700		\$3,700		3,700
Capital Outlays	0		0		\$0		0
Total - Loss Control	\$80,615	\$1,050	\$81,665	\$0	\$81,665	\$0	\$81,665
Urban Development							
Personnel	\$568,905		\$568,905		\$568,905		\$568,905
Supplies & Expenses	26,360		26,360		\$26,360		26,360
Other Services & Charges	124,165	21,010	145,175		\$145,175		145,175
Capital Outlays	0		0		\$0		0
Total - Urban Dev.	\$719,430	\$21,010	\$740,440	\$0	\$740,440	\$0	\$740,440
Information Systems							
Personnel	\$308,682		\$308,682		\$308,682		\$308,682
Supplies & Expenses	39,100	15,000	54,100		\$54,100		54,100
Other Services & Charges	941,000		941,000		\$941,000		941,000
Capital Outlays	20,000		20,000		\$20,000		20,000
Total - Inf. Systems	\$1,308,782	\$15,000	\$1,323,782	\$0	\$1,323,782	\$0	\$1,323,782
Gen. Gov't Building							
Personnel			\$0		\$0		\$0
Supplies & Expenses	19,500		19,500		\$19,500		19,500
Other Services & Charges	171,900	4,200	176,100		\$176,100		176,100
Capital Outlays	0		0		\$0		0
Total - Gen. Gov't Building	\$191,400	\$4,200	\$195,600	\$0	\$195,600	\$0	\$195,600
Intermodal Facility (Depot) O & M:							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	12,500		12,500		\$12,500		12,500
Other Services & Charges	100,200		100,200		\$100,200		100,200
Capital Outlays	0		0		\$0		0
Total - Depot O & M	\$112,700	\$0	\$112,700	\$0	\$112,700	\$0	\$112,700
Metro Planning							
Personnel	\$107,440		\$107,440	\$27,914	\$135,354		\$135,354
Supplies & Expenses	19,000		19,000		\$19,000		19,000
Other Services & Charges	147,200	27,790	174,990		\$174,990		174,990
Capital Outlays	0		0		\$0		0
Total - Metro Planning	\$273,640	\$27,790	\$301,430	\$27,914	\$329,344	\$0	\$329,344

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Gen. Gov't Insurance/Other serv.							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000
Other Services & Charges	2,362,900		2,362,900		\$2,362,900		2,362,900
Capital Outlays			0		\$0		0
Total - Gen. Gov't Insur/other Serv.	\$2,363,900	\$0	\$2,363,900	\$0	\$2,363,900	\$0	\$2,363,900
Federal Programs Administration							
Personnel	\$0		0		\$0		0
Supplies	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlay	0		0		\$0		0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers							
Personnel	\$4,008,275	\$5,460	\$4,013,735	\$86,850	\$4,100,585	\$13,910	\$4,114,495
Supplies & Expenses	\$196,114	\$15,000	\$211,114	\$0	\$211,114	\$5,000	\$216,114
Other Services & Charges	\$5,138,612	\$56,675	\$5,195,287	\$853	\$5,196,140	\$12,500	\$5,208,640
Capital Outlays	\$31,000	\$0	\$31,000	\$0	\$31,000	\$0	\$31,000
Total - Gen. Government	\$9,374,001	\$77,135	\$9,451,136	\$87,703	\$9,538,839	\$31,410	\$9,570,249
Police							
Personnel	\$11,263,640		\$11,263,640		\$11,263,640		\$11,263,640
Supplies & Expenses	778,947	3,616	782,563	4,000	\$786,563	3,500	790,063
Other Services & Charges	561,398	36,735	598,133		\$598,133	63,000	661,133
Capital Outlays	0	500,000	500,000	73,000	\$573,000		573,000
Total - Police	\$12,603,985	\$540,351	\$13,144,336	\$77,000	\$13,221,336	\$66,500	\$13,287,836
Police & Fire Training							
Personnel	\$41,702		\$41,702		\$41,702		\$41,702
Supplies & Expenses	106,084		106,084		\$106,084		106,084
Other Services & Charges	63,645	11,500	75,145		\$75,145		75,145
Capital Outlays	0		0		\$0		0
Total - Police & Fire Training	\$211,431	\$11,500	\$222,931	\$0	\$222,931	\$0	\$222,931
Fire							
Personnel	\$8,710,568		\$8,710,568		\$8,710,568		\$8,710,568
Supplies & Expenses	313,343		313,343		\$313,343		313,343
Other Services & Charges	282,109	60,000	342,109		\$342,109		342,109
Capital Outlays	0		0		\$0		0
Total - Fire Dept.	\$9,306,020	\$60,000	\$9,366,020	\$0	\$9,366,020	\$0	\$9,366,020
Code Enforcement							
Personnel	\$629,322		\$629,322		\$629,322		\$629,322
Supplies & Expenses	24,855		24,855		\$24,855	4,000	28,855
Other Services & Charges	229,150		229,150		\$229,150		229,150
Capital Outlays	0		0		\$0		0
Total - Code Enforcement	\$883,327	\$0	\$883,327	\$0	\$883,327	\$4,000	\$887,327
Contractual Services - Public Safety							
Personnel	\$380,300		\$380,300		\$380,300		\$380,300
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	997,000		997,000		\$997,000		997,000
Capital Outlays	0		0		\$0		0
Total - Cont. Serv. - Public Safety	\$1,377,300	\$0	\$1,377,300	\$0	\$1,377,300	\$0	\$1,377,300
Public Services Cost Centers:							
Traffic Maint.							
Personnel	\$269,889		\$269,889		\$269,889		\$269,889
Supplies & Expenses	160,700		160,700		\$160,700		160,700
Other Services & Charges	47,300		47,300		\$47,300		47,300
Capital Outlays	0		0		\$0		0
Total - Traffic Maint.	\$477,889	\$0	\$477,889	\$0	\$477,889	\$0	\$477,889
Streets							
Personnel	\$996,467	\$7,740	\$1,004,207		\$1,004,207		\$1,004,207

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Supplies & Expenses	409,300		409,300		\$409,300		409,300
Other Services & Charges	1,420,330	540,212	1,960,542	200,000	\$2,160,542		2,160,542
Capital Outlays	0	120,000	120,000		\$120,000		120,000
Total - Streets	\$2,826,097	\$667,952	\$3,494,049	\$200,000	\$3,694,049	\$0	\$3,694,049
Street Lights							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	1,320,000		1,320,000		\$1,320,000		1,320,000
Capital Outlays	0		0		\$0		0
Total - Street Lights	\$1,320,000	\$0	\$1,320,000	\$0	\$1,320,000	\$0	\$1,320,000
Engineering							
Personnel	\$541,348		\$541,348		\$541,348		\$541,348
Supplies & Expenses	11,075		11,075		\$11,075	2,100	13,175
Other Services & Charges	319,887		319,887		\$319,887	-2,100	317,787
Capital Outlays	0		0		\$0		0
Total - Engineering	\$872,310	\$0	\$872,310	\$0	\$872,310	\$0	\$872,310
Shop							
Personnel	\$464,648		\$464,648	-\$5,566	\$459,082		\$459,082
Supplies & Expenses	40,935		40,935		\$40,935		40,935
Other Services & Charges	44,700		44,700		\$44,700		44,700
Capital Outlays	0		0		\$0		0
Total - Shop	\$550,283	\$0	\$550,283	-\$5,566	\$544,717	\$0	\$544,717
GOFS							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120		5,120
Other Services & Charges	19,000		19,000		\$19,000	5,000	24,000
Capital Outlays	0		0		\$0		0
Total - GOFS	\$24,120	\$0	\$24,120	\$0	\$24,120	\$5,000	\$29,120
Drainage							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	31,800		31,800		\$31,800		31,800
Other Services & Charges	107,800	29,150	136,950		\$136,950		136,950
Capital Outlays	803,850	147,000	950,850		\$950,850		950,850
Total - Drainage	\$943,450	\$176,150	\$1,119,600	\$0	\$1,119,600	\$0	\$1,119,600
Construction							
Personnel	\$583,936		\$583,936		\$583,936		\$583,936
Supplies & Expenses	104,275	13,625	117,900		\$117,900		117,900
Other Services & Charges	108,032		108,032		\$108,032		108,032
Capital Outlays	0		0		\$0		0
Total - Construction	\$796,243	\$13,625	\$809,868	\$0	\$809,868	\$0	\$809,868
Sanitation							
Personnel	\$1,677,285		1,677,285	\$28,680	\$1,705,965		\$1,705,965
Supplies & Expenses	373,100		373,100		\$373,100	30,000	403,100
Other Services & Charges	1,488,050	28,162	1,516,212	125,000	\$1,641,212	76,000	1,717,212
Capital Outlays	0	488,000	488,000		\$488,000		488,000
Total - Sanitation	\$3,538,435	\$516,162	\$4,054,597	\$153,680	\$4,208,277	\$106,000	\$4,314,277
Street Cleaning							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Health							
Personnel	\$1,444,052	\$2,730	\$1,446,782		\$1,446,782		\$1,446,782
Supplies & Expenses	170,700		170,700		\$170,700		170,700
Other Services & Charges	6,600		6,600		\$6,600		6,600
Capital Outlays	0	310,000	310,000		\$310,000		310,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Total - Health	\$1,621,352	\$312,730	\$1,934,082	\$0	\$1,934,082	\$0	\$1,934,082
Recap - Public Services:							
Personnel	\$5,977,625	\$10,470	\$5,988,095	\$23,114	\$6,011,209	\$0	\$6,011,209
Supplies & Expenses	\$1,307,005	13,625	1,320,630	0	\$1,320,630	32,100	1,352,730
Other Services & Charges	\$4,881,699	597,524	5,479,223	325,000	\$5,804,223	78,900	5,883,123
Capital Outlays	\$803,850	1,065,000	1,868,850	0	\$1,868,850	0	1,868,850
Total - Public Services	\$12,970,179	\$1,686,619	\$14,656,798	\$348,114	\$15,004,912	\$111,000	\$15,115,912
Animal Control							
Personnel	\$134,019		\$134,019		\$134,019		\$134,019
Supplies & Expenses	13,050		13,050		\$13,050		13,050
Other Services & Charges	185,550		185,550		\$185,550		185,550
Capital Outlays	0		0		\$0		0
Total - Animal Control	\$332,619	\$0	\$332,619	\$0	\$332,619	\$0	\$332,619
Human/Social Assist.							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	383,400		383,400		\$383,400		383,400
Capital Outlays			0		\$0		0
Total - Human/Social Assist.	\$383,400	\$0	\$383,400	\$0	\$383,400	\$0	\$383,400
Economic Dev.							
Personnel			\$0		\$0		\$0
Supplies & Expenses			0		\$0		0
Other Services & Charges	305,000	910,791	1,215,791	-97,435	\$1,118,356	-60,000	1,058,356
Capital Outlays	1,725,000	8,481	1,733,481		\$1,733,481		1,733,481
Total - Economic Dev.	\$2,030,000	\$919,272	\$2,949,272	-\$97,435	\$2,851,837		\$2,791,837
Debt Service							
Principal	\$717,520		\$717,520		\$717,520		\$717,520
Interest	379,720		\$379,720		\$379,720		\$379,720
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$1,100,240	\$0	\$1,100,240	\$0	\$1,100,240	\$0	\$1,100,240
Airport							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	24,650		24,650		\$24,650		24,650
Other Services & Charges	48,550		48,550		\$48,550		48,550
Capital Outlays	0		0		\$0		0
Total - Airport	\$73,200	\$0	\$73,200	\$0	\$73,200	\$0	\$73,200
Cemetery							
Personnel	\$831,831	\$2,000	\$833,831		\$833,831		\$833,831
Supplies & Expenses	88,650		88,650		\$88,650		88,650
Other Services & Charges	63,001		63,001		\$63,001		63,001
Capital Outlays	76,200	30,000	106,200		\$106,200		106,200
Total - Cemetery	\$1,059,682	\$32,000	\$1,091,682	\$0	\$1,091,682	\$0	\$1,091,682
Parking Garages							
Personnel	\$76,178		\$76,178		\$76,178	-\$7,093	\$69,085
Supplies & Expenses	2,050		2,050		\$2,050		2,050
Other Services & Charges	54,350		54,350		\$54,350		54,350
Capital Outlays	0		0		\$0		0
Total - Parking Garages	\$132,578	\$0	\$132,578	\$0	\$132,578	-\$7,093	\$125,485
Transfers to Other Funds	\$2,912,054	-14,733	\$2,897,321		\$2,897,321		\$2,897,321
EXPENDITURES & TRANSFERS	\$54,750,016	\$3,312,144	\$58,062,160	\$415,382	\$58,477,542	\$205,817	\$58,623,359
Recap - General Fund							
Personnel	\$32,053,460	\$17,930	\$32,071,390	\$109,964	\$32,181,354	\$6,817	\$32,188,171
Supplies & Expenses	2,854,748	32,241	2,886,989	4,000	2,890,989	44,600	2,935,589
Other Services & Charges	13,196,464	1,673,225	14,869,689	228,418	15,098,107	94,400	15,192,507
Capital Outlays	2,636,050	1,603,481	4,239,531	73,000	4,312,531	0	4,312,531
Principal Payments	717,520	0	717,520	0	717,520	0	717,520
Interest Payments	379,720	0	379,720	0	379,720	0	379,720
Total - Gen. Fund Cost Centers	\$51,837,962	\$3,326,877	\$55,164,839	\$415,382	\$55,580,221	\$145,817	\$55,726,038

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
<i>Transfers to Other Funds</i>	2,912,054	-14,733	2,897,321	0	2,897,321	0	2,897,321
<i>Total - Expenditures & Transfers</i>	\$54,750,016	\$3,312,144	\$58,062,160	\$415,382	\$58,477,542	\$145,817	\$58,623,359
Ending Cash Budget	\$4,297,703	\$467,453	\$4,765,156	\$0	\$4,765,156	-\$145,817	\$4,619,339

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	\$1,456,427	\$2,352	\$1,458,779		\$1,458,779		\$1,458,779
Supplies & Expenses	333,800		333,800		\$333,800	10,000	343,800
Other Services & Charges	480,079	76,578	556,657		\$556,657		556,657
Capital Outlays	180,000	102,654	282,654		\$282,654		282,654
Total - Recreation Maint.	\$2,450,306	\$181,584	\$2,631,890	\$0	\$2,631,890	\$10,000	\$2,641,890
Recreation Admin.							
Personnel	\$547,870		\$547,870		\$547,870		\$547,870
Supplies & Expenses	71,800		71,800		\$71,800	20,000	91,800
Other Services & Charges	454,292	1,000	455,292		\$455,292	-20,000	435,292
Capital Outlays	10,000		10,000		\$10,000		10,000
Total - Recreation Admin.	\$1,083,962	\$1,000	\$1,084,962	\$0	\$1,084,962	\$0	\$1,084,962
Kamper Park Zoo							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:							
Personnel	\$2,004,297	\$2,352	\$2,006,649	\$0	\$2,006,649	\$0	\$2,006,649
Supplies & Expenses	405,600	0	405,600	0	\$405,600	30,000	\$435,600
Other Services & Charges	934,371	77,578	1,011,949	0	\$1,011,949	-20,000	\$991,949
Capital Outlays	190,000	102,654	292,654	0	\$292,654	0	\$292,654
Total - Recreation Maint.	\$3,534,268	\$182,584	\$3,716,852	\$0	\$3,716,852	\$10,000	\$3,726,852
Municipal Fire Protection (Fund #5):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	69,500		69,500		\$69,500		69,500
Other Services & Charges	61,000		61,000		\$61,000		61,000
Capital Outlays	185,000		185,000		\$185,000		185,000
Principal Payments	62,335		62,335		\$62,335		62,335
Interest Payments	7,710		7,710		\$7,710		7,710
Total - Municipal Fire Prot. Fund	\$385,545	\$0	\$385,545	\$0	\$385,545	\$0	\$385,545
Special Streets (Fund #8):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		\$0
Other Services & Charges	184,000		184,000		\$184,000		184,000
Capital Outlays	0		0		\$0		0
Total - Special Streets	\$184,000	\$0	\$184,000	\$0	\$184,000	\$0	\$184,000
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	\$758,484		\$758,484		\$758,484		\$758,484
Supplies & Expenses	51,300		51,300		\$51,300		51,300
Other Services & Charges	266,500	-5,000	261,500		\$261,500		261,500
Capital Outlays	20,000	5,000	25,000		\$25,000		25,000
Total - Customer Accounts	\$1,096,284	\$0	\$1,096,284	\$0	\$1,096,284	\$0	\$1,096,284
Water Transmission Cost Center							
Personnel	\$985,540	\$2,000	\$987,540		\$987,540		\$987,540
Supplies & Expenses	304,753		304,753		\$304,753		304,753
Other Services & Charges	1,412,000		1,412,000		\$1,412,000		1,412,000
Capital Outlays	120,000		120,000		\$120,000	-49,900	70,100
Total - Water Trans.	\$2,822,293	\$2,000	\$2,824,293	\$0	\$2,824,293	-\$49,900	\$2,774,393
Plant Cost Center							
Personnel	\$571,840		\$571,840		\$571,840		\$571,840
Supplies & Expenses	137,000		137,000		\$137,000		137,000
Other Services & Charges	1,276,098	-5,435	1,270,663		\$1,270,663		1,270,663
Capital Outlays	149,000	5,435	154,435		\$154,435	49,900	204,335

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Total - Plant	\$2,133,938	\$0	\$2,133,938	\$0	\$2,133,938	\$49,900	\$2,183,838
Sewer Cost Center							
Personnel	\$430,995	\$1,000	\$431,995		\$431,995		\$431,995
Supplies & Expenses	330,100		330,100		\$330,100		330,100
Other Services & Charges	2,559,500		2,559,500		\$2,559,500		2,559,500
Capital Outlays	160,000		160,000		\$160,000		160,000
Total - Sewer	\$3,480,595	\$1,000	\$3,481,595	\$0	\$3,481,595	\$0	\$3,481,595
Lagoon Cost Center							
Personnel	\$308,819		\$308,819		\$308,819		\$308,819
Supplies & Expenses	377,220		377,220		\$377,220		377,220
Other Services & Charges	2,269,400		2,269,400		\$2,269,400		2,269,400
Capital Outlays	0		0		\$0		0
Principal Payments	0		0		\$0		0
Interest Payments	0		0		\$0		0
Total - Lagoon Cost Center	\$2,955,439	\$0	\$2,955,439	\$0	\$2,955,439	\$0	\$2,955,439
Recap: Water & Sewer O & M Fund:							
Personnel	\$3,055,678	\$3,000	\$3,058,678	\$0	\$3,058,678	\$0	\$3,058,678
Supplies & Expenses	1,200,373	0	1,200,373	0	\$1,200,373	0	\$1,200,373
Other Services & Charges	7,783,498	-10,435	7,773,063	0	\$7,773,063	0	\$7,773,063
Capital Outlays	449,000	10,435	459,435	0	\$459,435	0	\$459,435
Principal Payments	0	0	0	0	\$0	0	\$0
Interest Payments	0	0	0	0	\$0	0	\$0
Total - Water & Sewer O & M Fund	\$12,488,549	\$3,000	\$12,491,549	\$0	\$12,491,549	\$0	\$12,491,549
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	\$5,500,000		\$5,500,000		\$5,500,000		\$5,500,000
Interest Payments	\$2,082,071		\$2,082,071		\$2,082,071		\$2,082,071
Paying Agent Fees	\$15,000		\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,597,071	\$0	\$7,597,071	\$0	\$7,597,071	\$0	\$7,597,071
Water & Sewer Revenue (Fund #11):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Other services & charges	86,300		86,300		\$86,300		86,300
Transfers to other funds	22,730,000		22,730,000		\$22,730,000		22,730,000
Total - W & S Revenue Fund	\$22,816,300	\$0	\$22,816,300	\$0	\$22,816,300	\$0	\$22,816,300
2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):							
Principal Payments	\$28,333		\$28,333		\$28,333		\$28,333
Interest Payments	34,629		34,629		\$34,629		\$34,629
Other Services & Charges					\$0	100	\$100
Transfers	0		0		\$0		\$0
Paying Agent Fees	0		0		\$0		\$0
Total - 1999 TIF Bond & Int Fund	\$62,962	\$0	\$62,962	\$0	\$62,962	\$100	\$63,062
City Bond & Interest (Fund #13):							
Principal Payments	\$1,737,254		\$1,737,254		\$1,737,254		\$1,737,254
Interest Payments	2,048,728		2,048,728		\$2,048,728		\$2,048,728
Other Services & Charges	32,000		32,000		\$32,000		\$32,000
Transfers	0		0		\$0		\$0
Paying Agent Fees	20,000		20,000		\$20,000		\$20,000
Total - 1999 TIF Bond & Int Fund	\$3,837,982	\$0	\$3,837,982	\$0	\$3,837,982	\$0	\$3,837,982
SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):							
Supplies	\$0		\$0		\$0		\$0
Other Services & Charges	0		0	50,000	\$50,000		50,000
Capital Outlay	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Supp. Env. Project Fund	\$0	\$0	\$0	\$50,000	\$50,000	\$0	\$50,000
Police Fines & Forfeitures (Fund #19):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	0	50,757	50,757	-12,460	\$38,297	12,998	51,295

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Other Services & Charges	0	17,000	17,000		\$17,000		17,000
Capital Outlays	0	163,041	163,041	12,460	\$175,501		175,501
Transfers	0		0		\$0		0
Total - Fines & Forf. Fund	\$0	\$230,798	\$230,798	\$0	\$230,798	\$12,998	\$243,796
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	\$160,000		\$160,000		\$160,000		160,000
Interest Payments	81,967		81,967		\$81,967		81,967
other services & charges	2,000		2,000		\$2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$243,967	\$0	\$243,967	\$0	\$243,967	\$0	\$243,967
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	\$0		\$0		\$0		\$0
Interest Payments	0		0		\$0		0
Transfers	0		0		\$0		0
other services & charges	0		0		\$0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	\$140,000		\$140,000		\$140,000		140,000
Interest Payments	52,935		52,935		\$52,935		52,935
other services & charges	2,500		2,500		\$2,500		2,500
Transfers to other Funds	0		0		\$0		0
Total - 2003 TIF Bond & Int Fund	\$195,435	\$0	\$195,435	\$0	\$195,435	\$0	\$195,435
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	490,000		490,000		\$490,000		490,000
Interest Payments	61,750		61,750		\$61,750		61,750
Other Services & Charges	5,000		5,000		\$5,000		5,000
Total - 2007 TIF Bond & Int Fund	\$556,750	\$0	\$556,750	\$0	\$556,750	\$0	\$556,750
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	\$50,000		50,000		\$50,000		50,000
Interest Payments	\$6,000		6,000		\$6,000		6,000
Other Services & Charges	\$1,000		1,000		\$1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$57,000	\$0	\$57,000	\$0	\$57,000	\$0	\$57,000
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	\$85,000		85,000		\$85,000		85,000
Interest Payments	\$2,125		2,125		\$2,125		2,125
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$89,125	\$0	\$89,125	\$0	\$89,125	\$0	\$89,125
Series 22016 TIF Bond & Int (Whispering Pines Fund 26):							
Principal Payments	\$175,000		175,000		\$175,000		175,000
Interest Payments	\$104,383		104,383		\$104,383		104,383
Other Services & Charges	\$2,000		2,000		\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,383	\$0	\$281,383	\$0	\$281,383	\$0	\$281,383
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):							
Principal Payments	\$49,000		49,000		\$49,000		49,000
Interest Payments	\$26,605		26,605		\$26,605		26,605
Other Services & Charges			0		\$0		0
Total - 2008 TIF Bond & Int Fund	\$75,605	\$0	\$75,605	\$0	\$75,605	\$0	\$75,605
Airport Imp. (Fund #39):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	92,000	-43,174	48,826		\$48,826		48,826
Capital Outlays	842,510		842,510		\$842,510		842,510
Total - Airport Imp. Fund	\$934,510	-\$43,174	\$891,336	\$0	\$891,336	\$0	\$891,336
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)							
Principal Payments	67000		67,000		67,000		67,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Interest Payments	52,223		52,223		52,223		52,223
Paying Agent Fees	2,000		2,000		2,000		2,000
Other Services & Charges	0		0		0		0
Total - Series 2015A TIF Bond & Int	\$ 121,223	\$ -	\$ 121,223	\$ -	\$ 121,223	\$ -	\$ 121,223
Series 2015B TIF Bond & Int (Midtown Market)							
(Fund #51)							
Principal Payments	11,000		11,000		11,000		11,000
Interest Payments	8,993		8,993		8,993		8,993
Paying Agent Fees	2,000		2,000		2,000		2,000
Other Services & Charges	20		20		20		20
Total - Series 2015B TIF Bond & Int	\$ 22,013	\$ -	\$ 22,013	\$ -	\$ 22,013	\$ -	\$ 22,013
Series 2019 TIF Bond & Int (Elam Arms)							
(Fund #52)							
Principal Payments	159,000		159,000		159,000		159,000
Interest Payments	124,157		124,157		124,157		124,157
Paying Agent Fees	2,500		2,500		2,500		2,500
Other Services & Charges			0		0		0
Total - Series 2019 TIF Bond & Int	\$ 285,657	\$ -	\$ 285,657	\$ -	\$ 285,657	\$ -	\$ 285,657
Municipal Road & Bridge (Fund #72):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	1,775,432		1,775,432		1,775,432		1,775,432
Capital Outlays	6,074,857	-123,802	5,951,055		5,951,055		5,951,055
Principal	0		0		0		0
Interest	0		0		0		0
Total - Municipal Road & Bridge	\$7,850,289	-\$123,802	\$7,726,487	\$0	\$7,726,487	\$0	\$7,726,487
Mass Transit (Fund #73):							
Personnel	\$1,264,994	\$5,260	\$1,270,254	\$11,060	\$1,281,314		\$1,281,314
Supplies & Expenses	236,410		236,410		236,410		236,410
Other Services & Charges	391,194	169,206	560,400		560,400		560,400
Capital Outlays	2,059,364		2,059,364		2,059,364		2,059,364
Total - Mass Transit Fund	\$3,951,962	\$174,466	\$4,126,428	\$11,060	\$4,137,488	\$0	\$4,137,488
Water & Sewer Construction (Fund #75):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	540,110		540,110		540,110	200,000	740,110
Transfers							0
Capital Outlays	6,585,577		6,585,577		6,585,577	-200,000	6,385,577
Total - W & S Construction Fund	\$7,125,687	\$0	\$7,125,687	\$0	\$7,125,687	\$0	\$7,125,687
Community Centers (Fund #77):							
Personnel	\$612,905		\$612,905		\$612,905		612,905
Supplies & Expenses	38,750		38,750		38,750		38,750
Other Services & Charges	173,910	3,000	176,910		176,910		176,910
Capital Outlays	51,000	13,756	64,756		64,756		64,756
Total - Community Centers Fund	\$876,565	\$16,756	\$893,321	\$0	\$893,321	\$0	\$893,321
Community Dev. Block Grant (Fund #82):							
Personnel	\$239,430		\$239,430		\$239,430	\$26,020	265,450
Supplies & Expenses	8,200		8,200		8,200		8,200
Other Services & Charges	240,580		240,580		240,580		240,580
Capital Outlays	1,895,457		1,895,457		1,895,457	-26,020	1,869,437
Transfers	0		0		0		0
Total - CDBG Fund	\$2,383,667	\$0	\$2,383,667	\$0	\$2,383,667	\$0	\$2,383,667
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies	\$0		0		\$0		0
Other Services & Charges	\$0		0		\$0		0
Transfers Out	\$0		0		\$0		0
Capital Outlay	0		0		0		0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):							
Personal Services	\$40,020		40,020		\$40,020		40,020
Supplies	\$0		0		\$0		0
Other Services & Charges	\$1,399,000		1,399,000		\$1,399,000	\$200	1,399,200
Transfers Out	\$0		0		\$0		0
Capital Outlay	2,178,980	\$378,415	2,557,395		\$2,557,395	-\$200	2,557,195
Total - Parks/Rec/USM Impr.	\$3,618,000	\$378,415	\$3,996,415	\$0	\$3,996,415	\$0	\$3,996,415
Public Safety/Recreation Construction (Fund #88):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	33,610,346	-1,797,956	31,812,390		\$31,812,390	-23,525	31,788,865
Transfers to other Funds	0		0		\$0	23,525	23,525
Total - Series 2002 Const. Fund	\$33,610,346	-\$1,797,956	\$31,812,390	\$0	\$31,812,390	\$0	\$31,812,390
MDA Energy Efficiency Capital Projects (Fund 89):							
Personnel	\$0		\$0		\$0		0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0		0		\$0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers	0	814	814		\$814		814
Total - Series 2004 Const. Fund	\$0	\$814	\$814	\$0	\$814	\$0	\$814
2019 Fire Station Construction Fund (Fund 95):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	3,175,000	-252,097	2,922,903		\$2,922,903		2,922,903
Transfers	0		0		\$0		0
Total - Series 2001 Const. Fund	\$3,175,000	-\$252,097	\$2,922,903	\$0	\$2,922,903	\$0	\$2,922,903
Infrastructure Impr-Internet Sales Tax (Fund #97):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Transfers	0		0		\$0		0
Capital Outlays	970,000	156,091	1,126,091		\$1,126,091	3,237,289	4,363,380
Total - Internet Sales Tax Fund	\$970,000	\$156,091	\$1,126,091	\$0	\$1,126,091	\$3,237,289	\$4,363,380
Kamper Park Imp. (Fund #98):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	2,302	15	2,317		\$2,317		2,317
Total - Kamper Park Imp. Fund	\$2,302	\$15	\$2,317	\$0	\$2,317	\$0	\$2,317

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2021

	Original FY 2021 Budgets	November Amend'ts	Amended Budgets	Proposed January Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel					\$0		
Supplies & Expenses					\$0		
Other Services & Charges			0		\$0		0
Capital Outlay	\$0		0		\$0		0
Transfers out	\$0		0		\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2013 Water & Sewer Revenue Constr. (Fund #105):							
Personnel			0		\$0		0
Supplies & Expenses			0		\$0		0
Other Services & Charges	\$0		0		\$0		0
Capital Outlay	\$0		0		\$0		0
Transfers		\$571	571		\$571		571
Total - Series 2013 Constr.	\$0	\$571	\$571	\$0	\$571	\$0	\$571
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):							
Personnel			0		\$0		0
Supplies & Expenses			0		\$0		0
Other Services & Charges	\$0	\$184,610	184,610		\$184,610		184,610
Capital Outlay	\$4,500,000	-\$589,748	3,910,252		\$3,910,252		3,910,252
Transfers			0		\$0		0
Total - Series 2016 Constr.	\$4,500,000	-\$405,138	\$4,094,862	\$0	\$4,094,862	\$0	\$4,094,862
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0
Other Services & Charges	0		0		\$0		0
Capital Outlays	0		0		\$0		0
Transfers Out	0	64	64		\$64		64
Total - Series 2012 Const.	\$0	\$64	\$64	\$0	\$64	\$0	\$64
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$121,833,163	-\$1,478,593	\$120,068,913	\$61,060	\$120,129,973	\$3,260,387	\$123,390,360
General Fund	\$54,750,016	\$3,312,144	\$58,062,160	\$415,382	\$58,477,542	\$145,817	\$58,623,359
TOTAL EXPENDITURES & TRANSFERS	\$176,583,179	\$1,833,551	\$178,131,073	\$476,442	\$178,607,515	\$3,406,204	\$182,013,719
Less: Interfund Transfers	-25,642,054	13,284	-25,628,770	0	-25,628,770	-23,525	-25,652,295
TOTAL EXPENDITURES	\$150,941,125	\$1,846,835	\$152,502,303	\$476,442	\$152,978,745	\$3,382,679	\$156,361,424
Recap of City-Wide Expenditure Budgets:							
Personnel	\$39,270,784	\$28,542	\$39,299,326	\$121,024	\$39,420,350	\$32,837	\$39,453,187
Supplies & Expenses	\$4,813,581	\$82,998	\$4,896,579	-\$8,460	\$4,888,119	\$87,598	\$4,975,717
Other Services & Charges	\$26,945,879	\$2,071,010	\$29,016,889	\$278,418	\$29,295,307	\$274,700	\$29,570,007
Capital Outlays	\$65,405,443	-\$335,715	\$65,069,728	\$85,460	\$65,155,188	\$2,987,544	\$68,142,732
Principal Payments	9,431,442	0	9,431,442	0	9,431,442	0	9,431,442
Interest Payments	5,073,996	0	5,073,996	0	5,073,996	0	5,073,996
Total Expenditure Budgets	\$150,941,125	\$1,846,835	\$152,787,960	\$476,442	\$153,264,402	\$3,382,679	\$156,647,081

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$40,000
Licenses & Permits	4,346,000
Inter-governmental Revenues:	
Federal Grants	2,388,070
State Grants	342,751
State-Shared Revenues	23,081,277
County Shared Revenues	0
Charges for Services:	
Public safety	435,000
Streets	0
Sanitation	2,290,000
Misc.	0
Fines & Forfeits	1,042,600
Miscellaneous	328,250
Transfers-In	1,024,814
Non-Revenue Receipts	141,853
Total From All Sources	
Other Than taxation	35,460,615
Beginning Cash and	
Investment Balance	9,951,586
Reserve for Court Technology	(914,503)
Amount to be Raised by Tax Levy	18,745,000
TOTAL FROM ALL SOURCES	\$63,242,698

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,114,495
Supplies & Expenses	216,114
Other services & Charges	5,208,640
Capital Outlays	31,000
Total - General Government	9,570,249
Police Dept.:	
Personnel	11,263,640
Supplies & Expenses	790,063
Other services & Charges	661,133
Capital Outlays	573,000
Total - Police Dept.	13,287,836
Police & Fire Training:	
Personnel	41,702
Supplies & Expenses	106,084
Other services & Charges	75,145
Capital Outlays	0
Total - Police & Fire Training	222,931
Fire Dept.:	
Personnel	8,710,568
Supplies & Expenses	313,343
Other services & Charges	342,109
Capital Outlays	0
Total - Fire Dept.	9,366,020
Land Development Administration:	
Personnel	629,322
Supplies & Expenses	28,855
Other services & Charges	229,150
Capital Outlays	0
Total - Land Dev. Admin.	887,327

Public Safety Contractual Services:	
Personnel	380,300
Other services & Charges	997,000
Total - Pub. Safety Cont. Serv.	<u>1,377,300</u>
Public Services:	
Personnel	6,011,209
Supplies & Expenses	1,352,730
Other services & Charges	5,883,123
Capital Outlays	1,868,850
Total - Public Services	<u>15,115,912</u>
Animal Control	
Personnel	134,019
Supplies & Expenses	13,050
Other services & Charges	185,550
Capital Outlays	0
Total - Animal Control	<u>332,619</u>
Human/Social	
Other services & Charges	383,400
Total - Human/Social	<u>383,400</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	1,058,356
Capital Outlays	1,733,481
Total - Eco. Dev.	<u>2,791,837</u>
Debt Service:	
Principal Payments	717,520
Interest Payments	379,720
Paying Agent Fee	3,000
Total - Debt service	<u>1,100,240</u>
Airport	
Personnel	0
Supplies & Expenses	24,650
Other services & Charges	48,550
Capital Outlays	0
Total - Airport	<u>73,200</u>
Cemetery	
Personnel	833,831
Supplies & Expenses	88,650
Other services & Charges	63,001
Capital Outlays	106,200
Total - Cemetery	<u>1,091,682</u>
Parking Garages	
Personnel	69,085
Supplies & Expenses	2,050
Other services & Charges	54,350
Capital Outlays	0
Total - Parking Garages	<u>125,485</u>
Operating Transfers Out	<u>2,897,321</u>
Total Expenditures & Transfers	<u>58,623,359</u>
Ending Cash Balance	<u>\$4,619,339</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$63,242,698</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	33,800
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Miscellaneous	4,000
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Transfers-In	1,595,000
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Non-Revenue Receipts	0
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Total From All Sources

1,632,800

Beginning Cash and

Investment Balance	1,283,028
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Amount to be Raised by Tax Levy	940,000
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TOTAL FROM ALL SOURCES

\$3,855,828

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,006,649
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Supplies & Expenses	435,600
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Other services & Charges	991,949
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Capital Outlays	292,654
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Total Expenditures	\$3,726,852
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Cash balance at End of Year	128,976
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$3,855,828

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$271,500
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	2,400
Transfers In	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	<u>369,552</u>
Beginning Cash and	
Investment Balance	<u>372,333</u>
TOTAL FROM ALL SOURCES	<u><u>\$741,885</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	61,000
Capital Outlays	185,000
Lease Debt Service - Principal	62,335
Lease Debt Service - Interest	7,710
Total Expenditures	<u>\$385,545</u>
Cash balance at End of Year	<u>356,340</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$741,885</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	60,000
Beginning Cash and	
Investment Balance	124,790
TOTAL FROM ALL SOURCES	\$184,790

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	184,000
Capital Outlays	0
Total Expenditures	\$184,000
Cash balance at End of Year	790
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$184,790

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	12,300,000
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	12,325,000
Beginning Cash and	
Investment Balance	1,239,349
TOTAL FROM ALL SOURCES	\$13,564,349

EXPENDITURES & ENDING CASH:

Personnel	3,058,678
Supplies & Expenses	1,200,373
Other services & Charges	7,773,063
Capital Outlays	459,435
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$12,491,549
Cash balance at End of Year	1,072,800
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$13,564,349

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Transfers-In	\$5,616,635
Miscellaneous	60,000
Non-Revenue Receipts	
Total Revenues	<u>5,676,635</u>
Beginning Cash Balance	<u>9,442,233</u>
TOTAL FROM ALL SOURCES	<u><u>\$15,118,868</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,500,000
Interest on Bonds	2,082,071
Paying Agent Fees	15,000
Total Expenditures	<u>7,597,071</u>
Cash balance at End of Year	<u>7,521,797</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$15,118,868</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$2,500
Miscellaneous	40,000
Metered Water Sales	11,595,000
Taps	150,000
Water Turn-On Fees	60,000
Sewer Connections	50,000
Sewer Charges	10,918,800
Total Revenues	<u>22,816,300</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$22,816,300</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	86,300
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	22,730,000
Total Expenditures	<u>\$22,816,300</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$22,816,300</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

***2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):***

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	107,659
Total From All Sources	
Other Than taxation	107,659
Beginning Cash and	
Investment Balance	192
Amount to be Raised by Tax Levy	87,768
TOTAL FROM ALL SOURCES	\$195,619

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	28,333
Interest on Bonds	34,629
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	100
Total Expenditures	\$63,062
Cash balance at End of Year	132,557
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$195,619

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	67,000
Non-Revenue receipts	0
Transfers-In	<u>23,525</u>
Total From All Sources	
Other Than taxation	<u>90,525</u>
Beginning Cash and	
Investment Balance	7,747,397
Amount to be Raised by Tax Levy	<u>2,115,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$9,952,922</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,737,254
Interest on Bonds	2,048,728
Other Services & Charges	32,000
Transfers	0
Paying Agent Fees	<u>20,000</u>
Total Expenditures	<u>\$3,837,982</u>
Cash balance at End of Year	<u>6,114,940</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$9,952,922</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$50,000
Total From All Sources	
Other Than taxation	50,000
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	\$50,000

EXPENDITURES & ENDING CASH:

Other Services & Charges	50,000
Operating transfers out	0
Total Expenditures	\$50,000
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$50,000

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	13,112
Miscellaneous	100
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	13,212
Beginning Cash and	
Investment Balance	230,798
TOTAL FROM ALL SOURCES	\$244,010

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	51,295
Other services & Charges	17,000
Capital Outlays	175,501
Transfers Out	0
Total Expenditures	\$243,796
Cash balance at End of Year	214
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$244,010

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	144,695
Total From All Sources	
Other Than taxation	144,695
Beginning Cash and	
Investment Balance	291,061
Amount to be Raised by Tax Levy	133,565
TOTAL FROM ALL SOURCES	\$569,321

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	160,000
Interest on Bonds	81,967
Other Services & Charges	2,000
Total Expenditures	\$243,967
Cash balance at End of Year	325,354
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$569,321

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	202,188
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$402,188

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	140,000
Interest on Bonds	52,935
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$195,435
Cash balance at End of Year	206,753
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$402,188

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$168,866
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	168,866
Beginning Cash and	
Investment Balance	195,825
Amount to be Raised by Tax Levy	400,000
TOTAL FROM ALL SOURCES	\$764,691

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	490,000
Interest on Bonds	61,750
Other Services & Charges	5,000
Total Expenditures	\$556,750
Cash balance at End of Year	207,941
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$764,691

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 202

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

REVENUES & BEG. CASH:

Interest	\$600
County Shared Revenue	\$0
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>600</u>
Beginning Cash and	
Investment Balance	73,373
Amount to be Raised by Tax Levy	<u>58,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$131,973</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	6,000
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$57,000</u>
Cash balance at End of Year	<u>74,973</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$131,973</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

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

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$31,238
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,238
Beginning Cash and	
Investment Balance	32,992
Amount to be Raised by Tax Levy	25,088
TOTAL FROM ALL SOURCES	\$89,318

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	2,125
Other Services & Charges	2,000
Total Expenditures	\$89,125
Cash balance at End of Year	193
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$89,318

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$234,249
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	234,249
Beginning Cash and	
Investment Balance	386,610
Amount to be Raised by Tax Levy	167,383
TOTAL FROM ALL SOURCES	\$788,242

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	175,000
Interest on Bonds	104,383
Other Services & Charges	2,000
Total Expenditures	\$281,383
Cash balance at End of Year	506,859
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$788,242

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$41,583
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>41,583</u>
Beginning Cash and	
Investment Balance	53,740
Amount to be Raised by Tax Levy	<u>34,022</u>
TOTAL FROM ALL SOURCES	<u><u>\$129,345</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	49,000
Interest on Bonds	26,605
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,605</u>
Cash balance at End of Year	<u>53,740</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$129,345</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$761,259
State Shared Revenues	99,671
Miscellaneous	42,000
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,152,930
Beginning Cash and Investment Balance	(261,594)
TOTAL FROM ALL SOURCES	\$891,336

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	48,826
Capital Outlays	842,510
Total Expenditures	\$891,336
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$891,336

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	
County Shared Revenue	\$29,806
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	29,806
Beginning Cash and	
Investment Balance	123,954
Amount to be Raised by Tax Levy	90,457
TOTAL FROM ALL SOURCES	\$244,217

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	67,000
Interest on Bonds	52,223
Other Services & Charges	2,000
Total Expenditures	\$121,223
Cash balance at End of Year	122,994
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$244,217

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$12,837
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	12,837
Beginning Cash and	
Investment Balance	11,087
Amount to be Raised by Tax Levy	10,503
TOTAL FROM ALL SOURCES	\$34,427

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	11,000
Interest on Bonds	8,993
Paying Agent Fees	2,000
Other Services & Charges	20
Total Expenditures	\$22,013
Cash balance at End of Year	12,414
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$34,427

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$166,026
Transfer From Other Funds	66,526
Total From All Sources	
Other Than taxation	232,552
Beginning Cash and	
Investment Balance	631,938
Amount to be Raised by Tax Levy	136,001
TOTAL FROM ALL SOURCES	\$1,000,491

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	159,000
Interest on Bonds	124,157
Other Services & Charges	2,500
Total Expenditures	\$285,657
Cash balance at End of Year	714,834
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,000,491

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$2,062,275
State Grants	2,471,611
County Shared Revenues	1,816,670
Miscellaneous	4,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>6,354,556</u>
Beginning Cash and	
Investment Balance	<u>1,376,198</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,730,754</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,775,432
Capital Outlays	5,951,055
Principal Payments	0
Interest Payments	0
Total Expenditures	<u>\$7,726,487</u>
Cash balance at End of Year	<u>4,267</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,730,754</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$3,569,610
State Grants	\$0
Miscellaneous	150,500
Transfers-In	300,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	4,020,110
Beginning Cash and	
Investment Balance	358,637
Amount to be Raised by Tax Levy	227,000
TOTAL FROM ALL SOURCES	\$4,605,747

EXPENDITURES & ENDING CASH:

Personnel	1,281,314
Supplies & Expenses	236,410
Other services & Charges	560,400
Capital Outlays	2,059,364
Total Expenditures	\$4,137,488
Cash balance at End of Year	468,259
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,605,747

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2021

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	85,000
Transfers-In	3,940,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,025,000
Beginning Cash and	
Investment Balance	3,685,499
TOTAL FROM ALL SOURCES	\$7,710,499

EXPENDITURES & ENDING CASH:

Other services & Charges	\$740,110
Capital Outlays	6,385,577
Transfers	0
Total Expenditures	7,125,687
Cash balance at End of Year	584,812
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,710,499

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	3,000
Transfers-In	650,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	683,000
Beginning Cash and	
Investment Balance	234,498
TOTAL FROM ALL SOURCES	\$917,498

EXPENDITURES & ENDING CASH:

Personnel	612,905
Supplies & Expenses	38,750
Other services & Charges	176,910
Capital Outlays	64,756
Total Expenditures	\$893,321
Cash balance at End of Year	24,177
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$917,498

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$2,544,987
Miscellaneous	\$0
Transfers In	<u>35,795</u>
Total From All Sources	
Other Than taxation	<u>2,580,782</u>
Beginning Cash and	
Investment Balance	<u>(138,899)</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,441,883</u></u>

EXPENDITURES & ENDING CASH:

Personnel	265,450
Supplies & Expenses	8,200
Other services & Charges	240,580
Capital Outlays	1,869,437
Transfers	<u>0</u>
Total Expenditures	<u>\$2,383,667</u>
Cash balance at End of Year	<u>58,216</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,441,883</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

**SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS
FUND**

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	120,000
State Grants	
State Shared Revenues	2,798,000

Interest Earnings

Total Revenues	<u>2,918,000</u>
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Beginning Cash and

Investment Balance	<u>1,078,415</u>
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TOTAL FROM ALL SOURCES

\$3,996,415

EXPENDITURES & ENDING CASH:

Personal Services	40,020
Other services & Charges	1,399,200
Capital Outlays	2,557,195

Transfers to Other Funds

	0
Total Expenditures	<u>\$3,996,415</u>

Cash balance at End of Year

	<u>0</u>
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**TOTAL EXPENDITURES AND
ENDING CASH BALANCE**

\$3,996,415

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Transfers	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>31,812,390</u>
TOTAL FROM ALL SOURCES	<u><u>\$31,812,390</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	31,788,865
Transfers to Other Funds	<u>23,525</u>
Total Expenditures	<u>\$31,812,390</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$31,812,390</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

TIF Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>814</u>
TOTAL FROM ALL SOURCES	<u><u>\$814</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers to Other Funds	<u>814</u>
Total Expenditures	<u>\$814</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$814</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>4,094,862</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,094,862</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	184,610
Capital Outlays	3,910,252
Transfers Out	
Total Expenditures	<u>\$4,094,862</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$4,094,862</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>64</u>
TOTAL FROM ALL SOURCES	<u>\$64</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	
Capital Outlays	0
Transfers Out	<u>64</u>
Total Expenditures	<u>\$64</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$64</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	2,922,903
TOTAL FROM ALL SOURCES	<u><u>\$2,922,903</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,922,903
Transfers Out	0
Total Expenditures	<u><u>\$2,922,903</u></u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,922,903</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$1,926,060
Transfers In	0
Miscellaneous	2,281,229
Non-Revenue Receipts	
Total Revenues	<u>4,207,289</u>
Beginning Cash and	
Investment Balance	<u>156,091</u>
TOTAL FROM ALL SOURCES	<u>\$4,363,380</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>4,363,380</u>
Total Expenditures	<u>\$4,363,380</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$4,363,380</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>2,317</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,317</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	2,317
Total Expenditures	<u>\$2,317</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,317</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2021

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and	
Investment Balance	<u>571</u>
TOTAL FROM ALL SOURCES	<u>\$571</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	0
Transfers Out	<u>571</u>
Total Expenditures	<u>\$571</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$571</u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland.
File Number: 2021-253
Minute Book #

Summary

Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) initiate the Gordon's Creek Commons Project; Authorize Mayor to execute letter making that request and delegating Chief LPA Official authority to Lamar Rutland.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI
RESOLUTION TO INITIATE THE
Gordon's Creek Commons Project**

WHEREAS, the City of Hattiesburg requests that the Mississippi Department of Transportation initiate the Gordon's Creek Commons Project, described herein; and

WHEREAS, the project will include a sidewalk, lighting, pedestrian bridge, and site amenities along Gordon's Creek between Pine Street and Mcleod Street; and

WHEREAS, the preliminary engineering costs will be paid by the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg understands that the Federal Funds available for this project are \$1,400,000.00

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

The Mayor and City Council request that the Mississippi Department of Transportation initiate the Gordon's Creek Commons Project.

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 vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of March, 2021.

(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 16th day of March, 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



State of Mississippi
TRANSPORTATION COMMISSION

COMMISSIONER TOM KING
CHAIRMAN

Honorable Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

February 9, 2021

Dear Mayor Barker,

We are pleased to inform you that the Mississippi Transportation Commission at their meeting on February 9, 2021 approved up to \$1,400,000.00 in Federal Transportation Alternative (TA) Program funds. These funds require a 20% local match which combined with the federal funds are to be applied towards the project scope. The final project scope and termini will ultimately be defined and approved during development of the project. This award letter only approves funding, conceptually, of your request. The award is also contingent upon meeting a deadline for procurement of your professional for the development of the project. This will be discussed with you in detail in the following days in a letter from Lee Frederick, P.E. the State LPA Engineer.

Please note that this award letter is not authorization to proceed to contract. The project must be activated, designed and constructed according to the *Project Development Manual for Local Public Agencies* which can be located on the MDOT website at <https://mdot.ms.gov/portal/LPA>.

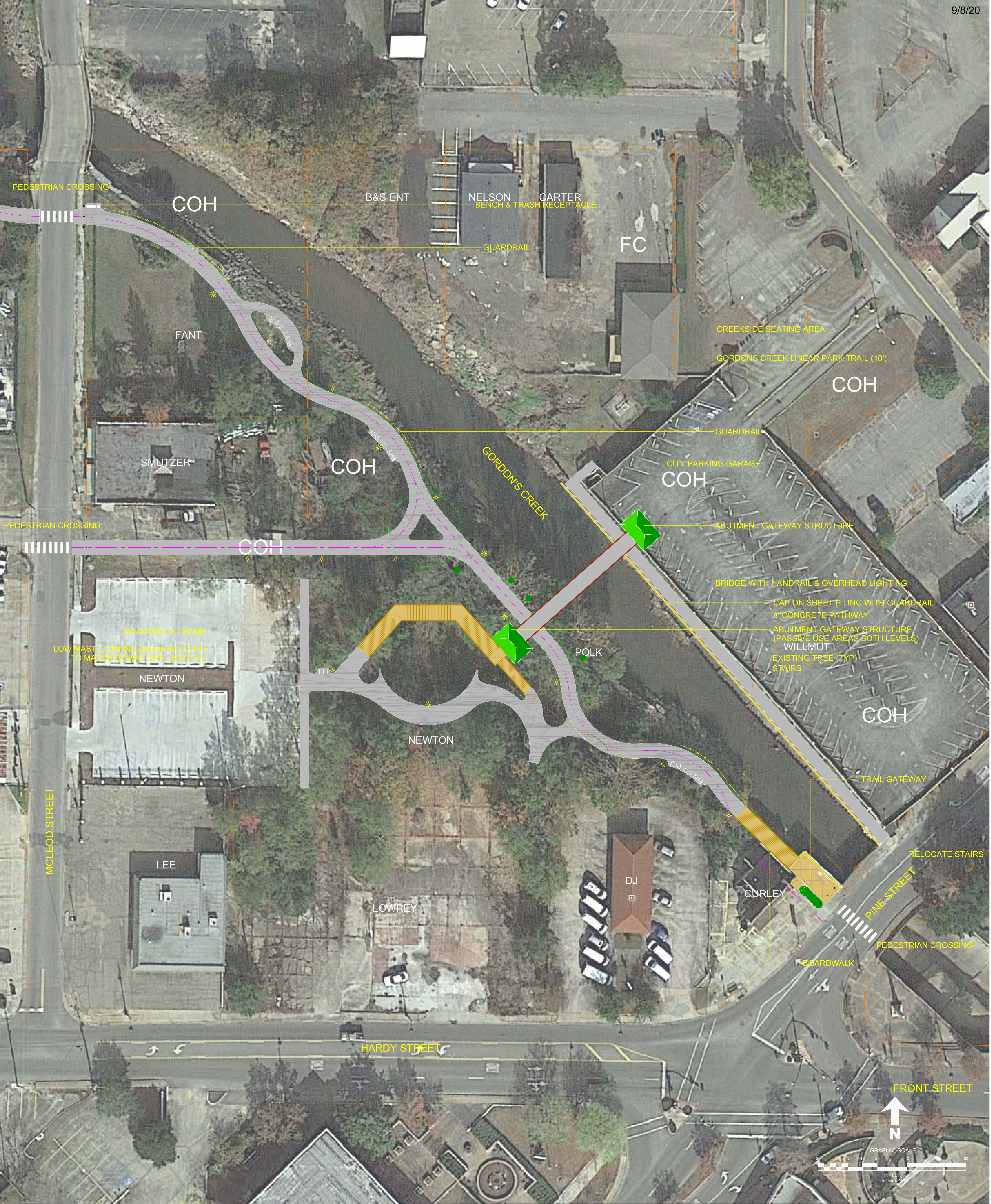
We look forward to working with you on this project and believe it will be beneficial to your community. As a next step, please contact your Local Public Agency (LPA) District Engineer, David Seyfarth, P.E., 16499 B Highway 49, Saucier, MS 39574, (228) 832-0682.

Sincerely,

A handwritten signature in cursive script that reads "Tom King".

Tom King
Southern District
Mississippi Transportation Commission

CC: Mr. Jeffrey Altman, P.E., Assistant to the Executive Director
Mr. Lee Frederick, P.E., State LPA Engineer
Mr. David Seyfarth, P.E., District 6 LPA District Engineer



GORDON'S CREEK COMMONS - SITE PLAN FOR TAP APPLICATION
CITY OF HATTIESBURG, MS

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland
City of Hattiesburg

for completing 7 Professional Development Hours during

*The Local Public Agency Process
Training & Certification.*

JUNE 20, 2018

DATE CERTIFICATE VALID
FOR TWO YEARS FROM DATE
OF ISSUE



Shirley Johnson
SHIRLEY JOHNSON
MS LTAP DIRECTOR



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

March 16, 2021

David H. Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Reference: GORDON'S CREEK COMMONS PROJECT
CITY OF HATTIESBURG, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk, lighting, pedestrian bridge, and site amenities along Gordon's Creek between Pine Street and Mcleod Street.

Enclosed please find a copy of the resolution adopted by the City on March 16, 2021 which requests that the project be initiated by MDOT, vicinity map, award letter from the Transportation Commission, functional classification map, a copy of the LPA's Certificate, and our most recent audit report.

In an effort to facilitate the completion of the project, I am delegating authority to Lamar Rutland, P.E., Engineering Director for the city of Hattiesburg as the Chief LPA Official (lrutland@hattiesburgms.com)(601-545-4540). Mr. Rutland will also serve as the Project Director.

Thank you for your attention in this matter.

Sincerely,

Toby Barker
Mayor, City of Hattiesburg

Enclosures



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 16, 2021

Re: Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same.

File Number: 2021-246
Minute Book #

Summary

Approve a Professional Service Agreement between the City of Hattiesburg and Complete Environmental & Remediation Co., LLC for the complete labor and equipment transport and disposal of all household hazardous waste that will be collected from a county-wide collection day on April 17, 2021 from 8 a.m.-2 p.m. at the Bobby Chain Airport and the Lamar County Multi-Purpose Center and authorize the Mayor the execute the same.

Recommendation Statement

Please place this on the March 16, 2021 City Council meeting for consideration.



2021 Right Way to Throw Away - Household Hazardous Waste Event Pricing

	Mobilization / Demobilization - Site Set Up		per event	\$ -
	Labor - Project Leader & Seven Staff Members		per event	\$ -
	Equipment		per event	\$ -
	Supplies		per event	\$ 1,700.00
	Waste Category		Unit	Unit Price
1	Aerosols		per pound	\$ 2.22
2	Corrosives		per pound	\$ 1.26
3	Oxidizers		per pound	\$ 1.65
4	Poisons		per pound	\$ 1.35
5	Flammable Liquids - Loosepacked		per cubic yard box	\$ 1.25
6	Flammable Liquids - Bulk		per pound	\$ 0.30
7	Used Oil		per pound	\$ 0.25
8	Batteries		per pound	\$ 1.30
9	Mercury (thermostats, thermometers, & elemental)		per pound	\$ 5.15
10	Fluorescent Bulbs		per linear foot	\$ 0.49
11	Compact Bulbs		per pound	\$ 1.90
12	Miscellaneous		per pound	\$ 5.50
13	30 YD Roll Off Box - oil base & latex paint		each	\$ 7,900.00
14	25 YD Roll Off Box - oil base & latex paint		each	\$ 6,750.00
15	Cylinders - Propane (BBQ Style)		each	\$ 4.50
16	E-waste (electronic waste)		per pound	\$ 0.35

*Loosepack refers to many of liked kind containers packaged into one larger container for shipping

*Bulk refers to paint or other liquids of liked kind being poured from their original container into a drum for shipping

*Hazardous (oil based) & Non Hazardous (latex paint) will not be segregated. All paint will be packaged together

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the ____ day of ____ in the year _____ by and between the City of Hattiesburg, (hereinafter called OWNER) and Complete Environmental & Remediation Co, LLC (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK.

Contractor shall complete all work as or indicated in the Contract Documents. The work is generally described as follows:

Provide complete labor and equipment to transport and dispose of all household hazardous waste, collected from a County wide collection day on APRIL 17, 2021 from 8 am until 2 pm at the Bobby Chain Airport and Lamar County Multi-Purpose Center.

Article 2. CONTRACT TIMES.

The work will be completed on day of event and ready for final payment within 60 days of completion.

Article 3. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined by agreed upon pricing.

3.1 For all unit price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 3.1:

UNIT PRICE WORK

NO.	ITEM	UNIT	ACTUAL QUANTITY	UNIT PRICE	TOTAL QUANTITY
-----	------	------	--------------------	---------------	-------------------

Article 4. INTEREST.

All moneys not paid when due as provided in Article 3 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 5. CONTRACTORS'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

5-2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance or furnishing of the work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

5.4. CONTRACTOR is aware of general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

Article 6. MISCELLANEOUS.

6.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

6.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

6.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by the ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER: _____

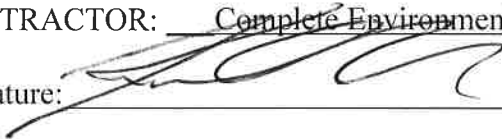
Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR: ~~Complete Environmental~~ & Remediation Co, LLC _____

Signature:  _____

Print: Kevin Ivy _____

Title: Operations Manager _____

Date: February 22, 2021 _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Approve Lighting Agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08 and authorize the Mayor to execute the same.
File Number: 2021-260
Minute Book #

Summary

Approve lighting agreement with Mississippi Power to remove 34 cobra head fixtures along Hwy 49 and replace them with LED fixtures for a net monthly decrease of \$123.08; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

DATE: 2/11/21

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL 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) 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). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	<u>RM: 34</u>	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	<u>IN: 34</u>	<u>Along Hwy 49 Monthly decrease \$123.08</u>
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

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 MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

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.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08 and authorize the Mayor to execute in duplicate.
File Number: 2021-256
Minute Book #

Summary

Approve Change Order No. 2 with RJM McQueen for the Downtown Wayfinding & Signage Project to provide for the addition of one sign and pole for a contract increase of \$6,155.00 bringing the contract total to \$80,310.08; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

CONTRACT CHANGE ORDER NO. 2

OWNER: City of Hattiesburg

CONTRACTOR: RJM McQueen Contracting, Inc.

PROJECT NAME: Wayfinding & Parking Signage - Downtown Hattiesburg

CONTRACT NUMBER: NA

REASON FOR CHANGE: One new Parking Sign, mounted to new pole. One new Wayfinding Sign, mounted to
existing 6" post. As requested by the Owner

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

<u>DEDUCTIONS</u>				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
					\$0.00
Total Deductions =					\$0.00
<u>ADDITIONS</u>				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
907-242-PP001-CO2	CONSTRUCTION OF PARKING SIGN, INCLUDING POST, PER PLANS	1	EA	\$3,515.00	\$3,515.00
907-242-PP001-CO2	CONSTRUCTION OF WAYFINDING SIGN, MOUNTED TO EXISTING 6" POST, PER PLANS	1	EA	\$2,640.00	\$2,640.00
					\$0.00
Total Additions =					\$6,155.00
TOTAL DEDUCTIONS =					\$0.00
TOTAL ADDITIONS =					\$6,155.00
NET RESULT =					\$6,155.00

ORIGINAL CONTRACT AMOUNT: \$69,097.74

TOTAL CONTRACT CHANGES TO DATE: \$5,057.34

CURRENT CONTRACT AMOUNT: \$74,155.08

THIS CONTRACT CHANGE: \$6,155.00

REVISED CONTRACT AMOUNT: \$80,310.08

CURRENT CONTRACT COMPLETION DATE: December 10, 2020

TIME EXTENSION REQUIRED BY CHANGE (DAYS): 111

REVISED CONTRACT COMPLETION DATE: March 31, 2021

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:


Neel-Schaffer, Inc.

ENGINEER

3-3-2021

DATE

ACCEPTED BY:


RJM McQueen Contracting, Inc.

CONTRACTOR

3-3-2021

DATE

APPROVED BY:

City of Hattiesburg
OWNER

DATE



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 16, 2021

Re: Approve Rental Agreement between the City of Hattiesburg and Hardy Street Baptist Church for the use of the Hardy Street Baptist Church Activity Center as a municipal precinct for all municipal elections and authorize the Mayor to execute the same.
File Number: 2021-273
Minute Book #

Summary

Recommendation Statement

Please place this on the March 16, 2021 City Council meeting for consideration.

VOTING PLACE RENTAL AGREEMENT

This Rental Agreement is made and entered into by the City of Hattiesburg, Mississippi, (the "City"), a governmental subdivision of the State of Mississippi acting through its Governing Authorities, and Hardy Street Baptist Church (the "Church"), to-wit:

WHEREAS, the city has a need within the Hardy Street Voting Precinct for a voting place for municipal elections; and

WHEREAS, the Church owns a building located at 1508 Hardy Street, Hattiesburg, Mississippi, which will be suitable for use as a voting place for elections, and the church is agreeable to renting this space in its Activity Center along with parking area around the Activity Center for such use;

NOW, THEREFORE, in consideration of the premises and rental to be paid, the church does hereby rent and demise unto the City, space within its Activity Center located at 1508 Hardy Street, Hattiesburg, Mississippi, for use as a voting place for all municipal elections for a period on ten(10) years, upon the terms and conditions as follows:

1. This rental term shall be for a period of ten(10) calendar years commencing on March 16, 2021, and terminating on March 16, 2031, for each and every city election during said ten (10) year term, whether regular, special, referendum, primary or general election, with access, use and possession of the facility being made available to the city the day before and the day of each election.
2. After each election in which the facility is used, the Church shall invoice the City for a rental fee payable in full within forty-five (45) days the sum of One Hundred Fifty Dollars (\$150).
3. The City shall have use to the area of the Activity Center, together with the adjacent kitchen/break room restrooms, along with the access areas to said rooms. The City may use the tables and chairs of the Church on the premises for elections, if available, and poll workers may additionally utilize kitchen/break room and bathroom facilities on the premises. The City shall have use of the parking area around the Activity Center for public parking by voters and election workers during any election.
4. The City shall be authorized to move any desirable furnishings or equipment onto premises for the conducting of elections, and upon or before termination hereof, the City shall remove from the premises any furnishings, equipment or improvements placed thereon by it.
5. Following each election, The City shall clean and restore the utilized premises to its pre-election condition, subject to ordinary and reasonable wear from use.

6. Either party to this Rental Agreement may terminate the same for any reason after giving the other party one hundred eighty (180) days written notice of its intent to do so. It is understood between the parties that this notification period is necessitated by the legal requirements for relocating a voting place.
7. The City agrees that it will maintain during the term of this Rental Agreement a comprehensive general liability policy of insurance in at least the minimum amount of coverage required by the Mississippi Tort Claims Act for election related activities on the premises. However, this provision shall not be construed as an indemnification or hold harmless agreement and neither party shall be liable for any negligence of the other.

ATTEST:

City Clerk

CITY OF HATTIESBURG

Mayor

HARDY STREET BAPTIST CHURCH



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, March 16, 2021

Re: Approve License and Subscription Agreement with Bluebeam, Inc. for services to facilitate electronic plan review for development and building plans and authorize the Mayor to execute the same.
File Number: 2021-84
Minute Book #

Summary

Bluebeam's platform allows for applicants and staff reviewers to make changes, comments, and markups on development and building plans, which will complement the online application and submission process.

Recommendation Statement

I recommend the approval of this agreement.

Please place this on the March 16, 2021 City Council meeting for consideration.

STUDIO PRIME LICENSE AND SUBSCRIPTION AGREEMENT

This Studio Prime License and Subscription Agreement (the “Agreement”) is entered into by and between Bluebeam, Inc. (“Bluebeam”) and the undersigned (“Licensee”) and made effective as of the date signed by Bluebeam below.

1. DEFINITIONS.

- a. “Documentation” includes the Studio Terms of Use (www.bluebeam.com/studio/termsofuse), this Agreement, Bluebeam’s Privacy Policy (www.bluebeam.com/legal/privacy-policy), and the documentation published by Bluebeam on its website (www.bluebeam.com) with regard to the Studio Prime services.
- b. “Licensed User” means Licensee or any employee, agent or other individual that Licensee has duly authorized to access and use the Software pursuant to the applicable end-user license agreement for the Software.
- c. “Prime Administrator” means one or more persons designated by Licensee to administer Licensee’s Studio Prime Account.
- d. “Prime Collaborator” means any Studio User who is invited by a Prime Member to be an Attendee in a Project or Session as such terms are defined in the Studio Terms of Use.
- e. “Prime Member” means a Licensed User who is invited by a Prime Administrator to join Licensee’s Studio Prime Account. Upon the Licensed User’s acceptance to join a Studio Prime Account, that licensed User’s Studio account becomes a managed account under the Studio Prime Account to be managed and controlled by Licensee.
- f. “Prorated Subscription Fees” mean the Subscription Fees in effect on the date the User Level is increased that is prorated over the remainder of the Initial Term or Renewal Term, as applicable.
- g. “Software” means the Revu® software application for editing, managing, marking-up, designing and sharing PDF documents.
- h. “Studio” means a cloud-based collaboration platform accessible via the Software that connects Studio Users and gives them the ability to communicate and markup and review documents in real-time.
- i. “Studio Prime” means the optional, paid subscription service that provides Licensee with advanced administrative functionality and visibility over the Licensed User’s Studio usage activity and access to third party application integrations.
- j. “Studio Prime Account” means the account created for Licensee upon the execution of this Agreement.
- k. “Studio User” means any individual who has established a Bluebeam user account, has agreed to the Studio Terms of Use, and thereafter accesses and uses the Studio services.
- l. “Subscription Fees” are the annual subscription fees charged by Bluebeam for access and use of Studio Prime.
- m. “User Level” means a combination of Licensee’s Prime Administrators, Prime Collaborators and Prime Members.

2. **LICENSE TO USE STUDIO PRIME.** Subject to Licensee’s acceptance of and on-going compliance with this Agreement, Bluebeam grants Licensee a limited, non-sublicensable, non-transferable, non-exclusive, revocable right and license to access and use the Studio Prime services during the Initial Term and any applicable Renewal Term in accordance with the Documentation. The Studio Prime services may only be used by Licensee and Licensee’s Prime Administrator, Prime Members and Prime Collaborators and only for Licensee’s own lawful business purposes.

3. **RESERVATION OF RIGHTS.** All right, title, and interest in and to Studio Prime and the related services and Documentation, including, without limitation, all copyrights, patents (whether pending or issued), trade secret rights, trademarks, and other intellectual property, are owned and retained by Bluebeam. All rights not

expressly granted or licensed to Licensee herein are reserved.

4. GENERAL TERMS.

- a. Modifications. Bluebeam reserves the right to revise, modify or update Studio Prime from time to time in its sole discretion to add new features or functionality or modify existing features or functionality.
- b. User Level Restrictions. Licensee may only have such number of Prime Administrators, Prime Collaborators and Prime Members access and use Licensee's Studio Prime account that equals the User Level paid for by Licensee. Licensee may increase the User Level at any time upon written notice to Bluebeam and payment of the Prorated Subscription Fees. Licensee may decrease the User Level upon written notice to Bluebeam made at least thirty (30) days prior to each applicable Renewal Date. Any such decrease shall be effective on the Renewal Date for the following Renewal Term.
- c. Prime Administrators. Licensee acknowledges and agrees that Prime Administrator are solely responsible for (a) inviting Studio Users to become Prime Members or Prime Collaborators; (b) managing all Prime Member and Prime Collaborator accounts (including, without limitation, access and permissions to Projects and Sessions for which they are Attendees); (c) assign, create, modify and remove Prime Member and Prime Collaborator permission and restrictions; (d) managing and controlling all content (including, without limitation, Project Files and Sessions Files) created or uploaded into or used in connection with the Studio Prime Account.
- d. Prime Members. Licensee acknowledges and agrees that it shall inform and instruct all Prime Members under Licensee's Studio Prime Account of the following: (a) the Prime Member's Studio account will be under the exclusive control of the Prime Administrator; (b) the Prime Administrator can and will access the account and related content, create and modify permissions related to the account and otherwise monitor the Prime Members usage of the account; and (c) the Prime Member may only have one Studio account, which is the Prime Member account.

5. SUBSCRIPTION FEES AND PAYMENT TERMS.

- a. Subscription Fees. Licensee agrees to pay the Subscription Fees in effect on the Effective Date for the Initial Term. Licensee further agrees to pay the Subscription Fees in effect on each Renewal Date for each applicable Renewal Term unless Licensee has terminated this Agreement pursuant to Section 6 below. Provided there is a change in the User Level during the Initial Term or any Renewal Term, Licensee agrees to pay Bluebeam the Prorated Subscription Fees.
- b. Payment Terms. Bluebeam shall invoice Licensee for the Subscription Fees and Prorated Subscription Fees, if applicable, and Licensee agrees to pay all such invoices on Net 30 day terms. Subscription Fees and Prorated Subscription Fees are non-transferable and non-refundable.
- c. Past Due Accounts. Failure to make any payment required hereunder within forty-five (45) days of the Renewal Date will cause this Agreement to terminate without notice and further access to the Studio Prime services will cease.

6. TERM AND TERMINATION.

- a. Term. This Agreement shall commence upon the Effective Date and continue for a period of one (1) year (the "Initial Term"). The Initial Term shall renew for additional periods of one (1) year (each a "Renewal Term") upon Licensee's payment of the Subscription Fees on or before the Renewal Date or according to the terms of the applicable invoice Bluebeam provides to Licensee. Unless otherwise notified in writing at least thirty (30) days prior to each Renewal Date, this Agreement shall renew at the same User Level as the Initial Term or previous Renewal Term as applicable. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term". The "Renewal Date" is the date that is one (1) year following the Effective Date and each annual reoccurrence thereof.
- b. Termination. This Agreement may be terminated (a) by either party providing written notice of termination to the other party at least forty-five (45) days prior to the end of the Initial Term or any applicable Renewal Term; or (b) pursuant to the terms of Section 5.c.; or (c) pursuant to the terms of

Section 7.

- c. Effective of Termination. Upon the termination of this Agreement, the license provided herein and Licensee's access and use of the Studio Prime services shall immediately cease.

7. **RIGHT TO AUDIT.** Bluebeam reserves the right to periodically conduct audits of Licensee's use of the Studio Prime services to verify compliance with the terms of this Agreement (each an "Audit"). Licensee shall be given no less than ten (10) days prior written notice of Bluebeam's intent to conduct an Audit. Audits will be conducted during Licensee's normal business hours and will occur no more than once in any twelve (12) month period. In the event an Audit shows that Licensee's actual use of the Studio Prime services exceeds the User Level paid for, Bluebeam shall have the right to immediately invoice Licensee for the unauthorized use, including applicable late fees and interest at the legally allowable rate, and the reasonable costs of the Audit. If Licensee fails to pay such invoice on Net 30 day terms, Bluebeam may terminate this Agreement in addition to all other remedies that may be available to it in law or in equity.
8. **DISCLAIMERS OF WARRANTY; LIMITATION OF LIABILITY.**
 - a. **DISCLAIMER OF WARRANTIES.** STUDIO AND STUDIO PRIME ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER. BLUEBEAM DOES NOT WARRANT THAT THE FEATURES AND FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BLUEBEAM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT BLUEBEAM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
 - b. **LIMITATION OF LIABILITY.** OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSEE OR BLUEBEAM BE LIABLE FOR ANY LIABILITY, LOST REVENUES, LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER OR HOWEVER CAUSED ARISING OUT OF OR IN ANY WAY RELATED TO THESE SERVICES WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **CONFIDENTIALITY.** This Agreement and the terms and conditions contained herein are strictly confidential and shall not be disclosed to any person, entity or third part except (a) as may be necessary to comply with applicable law or to confer with a financial, tax or legal advisor with regard to the subject matter of this Agreement, or (b) to either party's employees who have a legitimate need to know and who agree to uphold the confidentiality obligations set forth herein.
10. **GOVERNING LAW AND ARBITRATION.** This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding California's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California, excluding California's choice-of-law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any controversy or claim, whether in law or in equity, arising out of or relating to this EULA, or the breach thereof, shall be settled by arbitration in Los Angeles County administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures, and judgment on the award rendered by the arbitrator(s) is final and not appealable and may be entered in any court having jurisdiction thereof.
11. **CONTROLLING LANGUAGE.** This Agreement has been prepared in the English language and the English language shall control its interpretation. All notices to be provided by either party hereto shall be in the English language. In the event of any conflict between the English language version and any translation of this EULA that may be provided for convenience only, the English language meaning shall control.

12. **NOTICES.** Any notice or other communications required by this Agreement shall be in writing and sent as follows: If to Licensee to the Prime Administrator via email.
If to Bluebeam via email to legal@bluebeam.com.

Notices will be considered given and received the date an email is sent unless the actual date sent is not a business day (based on the recipient's time zone) then the next business day in the jurisdiction in which the recipient is located shall be considered the date of delivery.

13. **NO ASSIGNMENT.** This Agreement may not be transferred or assigned, voluntarily, by operation of law or otherwise, without Bluebeam's express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Provided Bluebeam grants such consent, this Agreement shall be binding upon the assignee in the same manner that it is binding upon Licensee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized representatives.

For and on behalf of Licensee: City of Hattiesburg

Licensee's Address: _____

Signed: _____

Print Name: _____ Title: _____

Date Signed: _____ Telephone: _____

Email: _____

Prime Administrator Information:

Licensee is required to name a Studio User as the Prime Administrator and the account to which this Studio Prime license will be established. It can be changed by Licensee at a later time.

Name: _____

Telephone: _____

Studio User ID: _____

For and on behalf of Bluebeam, Inc.

A Delaware corporation located at 443 S. Raymond Avenue, Pasadena, California 91105 USA

Signed: _____

Print Name: _____ Title: _____

Date Signed: _____ Telephone: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, March 16, 2021

Re: Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within Hattiesburg and authorize the Mayor to execute the same.
File Number: 2021-261
Minute Book #

Summary

Approve Memorandum of Agreement between City of Hattiesburg and Aids Services Coalition (ASC) to provide services and expertise to implement a comprehensive approach addressing homelessness within Hattiesburg.

Recommendation Statement

I recommend the approval of the MOA with ASC to provide a comprehensive approach to homelessness in Hattiesburg.

Please place this on the March 16, 2021 City Council meeting for consideration.

Memorandum of Agreement
Between
AIDS Services Coalition (ASC)
And
City of Hattiesburg, Mississippi (City)

WHEREAS, ASC a local social service agency with expertise in serving persons living with and affected by HIV/AIDS including those who are homeless or at risk of homelessness in Hattiesburg, MS, and

WHEREAS, City, an incorporated municipality of nearly 47,000 people located in southeastern Mississippi, which is a part of a metropolitan community of almost 200,000, and

WHEREAS, City seeks to implement a comprehensive approach to addressing homelessness within its community, and

WHEREAS, ASC has forged relationships with service providers and the homeless and has proposed, with input from those entities, the adoption of the “Hattiesburg Homeless Investment Strategy”, a five-year plan to functionally ending homelessness in Hattiesburg, and

WHEREAS, City wishes to collaborate with ASC and contract services proposed in the plan to ASC,

THEREFORE BE IT RESOLVED, that the following agreement be made:

Services

Referrals between the two organizations will be reciprocal based on the level of services to be received.

ASC agrees to provide the following:

- Coordination of the homeless continuum of care on behalf of the City, in collaboration with Mississippi United to End Homelessness
- Facility Based Housing for men and women living with HIV, including women and children; housing case management
- Housing assistance including short term and longer-term housing assistance, rental and utility deposits, master leasing. case management, transportation through HOPWA, ESG and other funding as obtained.
- HIV testing and counseling; linkage to care
- Emergency Financial Assistance
- Implementation of a separate Homeless Services Division within its organizational chart.
- Establish and coordinate a case management consortium composed of case managers from the area services providers to provide intensive case management services to those persons in or leaving homelessness (as determined by the By Name List or Wait List)
- Updates to the Mayor and Council as agreed to by both parties.

- Develop and coordinate the Hattiesburg Homeless Advisory Board to include, but is not limited to:
 - Code Enforcement Officer
 - Police Officer dedicated to homeless services
 - Homeless Service Providers leadership members
 - Representative of the Hattiesburg business community
 - Representative of the Hattiesburg hotel and hospitality association
 - Representative of the Balance of State Homeless Coalition
 - Representative of the Mayor's Executive staff
- Provide guidance to the Pine Belt Homeless Coalition.

City agrees to provide the following:

- Adopt and implement the Hattiesburg Homeless Investment Strategy as its policy concerning homeless services.
- A homeless outreach worker who, employed by the City, will work parallel with members of the ASC Homeless Division staff.
- Participate in the Hattiesburg Homeless Advisory Council.
- Collaborative relationship between ASC and Hattiesburg Police Department and Hattiesburg Code Enforcement.
- Funding this program via monthly invoice from ASC by the 15th of each month, as described in Appendix A of this document.

Confidentiality

The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164). The Parties (and their directors, officers, employees, agents, and contractors) shall not use or disclose patient information, other than as permitted or required by this Compact for the proper performance of its duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this Compact.

Independent Contractor

It is the responsibility of the contracting organization, to function within the policies, performance standards and procedures of City of Hattiesburg and abide by the relevant regulations, standards and procedures, and provision of care of patients.

Terms and termination

It is understood and agreed that the parties hereto may revise or modify this agreement by written amendment whenever the same shall be agreed upon by both parties.

Upon the expiration of the current term of the agreement, it shall be automatically extended for successive renewal terms of one year each, until terminated by one of the parties with thirty days written notice.

Mayor Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Kathryn Garner, Executive Director
AIDS Services Coalition, Inc.
P.O. Box 169
Hattiesburg, MS 39403-0169



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Angie Sanford, IT Manager

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Approve renewal of Maintenance Agreement between the City of Hattiesburg and Kronos for software support services, equipment support services and educational services on time clocks and time-keeping software for the period of June 16, 2021 and ending June 15, 2022 for a cost not to exceed \$ 18091.14 and authorize the Mayor to execute the same.
File Number: 2021-266
Minute Book #MB 2020-95 / Approved and authorized

Summary

Approve Yearly Hardware Maintenance Contract with Kronos for Kronos Time clocks for \$18,091.14. .

Recommendation Statement

I Recommend the approval of the Kronos Time Clock Contract.

Please place this on the March 16, 2021 City Council meeting for consideration.

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-21
Date: 26-FEB-2021
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

CONTRACT SUMMARY

Contract Period: 16-JUN-2021 - 15-JUN-2022

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	15,634.18	0.00	15,634.18
Educational Services	2,456.96	0.00	2,456.96
Total	18,091.14	0.00	18,091.14

Annualized Contract Value: 18,091.14

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

If you are tax exempt; please provide a copy of your "Tax Exempt" certificate with your PO or signed quote.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF HATTIESBURG ACCOUNTING DEPT

KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-21
Date:
Prepared by: Yolanda Abram / US PublicSector2

CONTRACT SUMMARY BY LOCATION

Line	Bill To Location	Ship To Location	Software Support Services	Equipment Support Services	Educational Services	Estimated Tax	Location Subtotal
1	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG 200 FORREST ST HATTIESBURG MS 39401	0.00	15,160.34	2,456.96	0.00	17,617.30
2	CITY OF HATTIESBURG ACCOUNTING DEPT PO BOX 1898 HATTIESBURG MS 39403-1898	CITY OF HATTIESBURG; BOBBY L CHAIN MUNICIPAL AIRPORT 47 ACADEMY DR HATTIESBURG MS 39401	0.00	473.84	0.00	0.00	473.84

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-21
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG MS 39403-1898
 UNITED STATES

Ship To: CITY OF HATTIESBURG
 200 FORREST ST
 HATTIESBURG MS 39401
 UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	32	16-JUN-2021	15-JUN-2022	365
2	Depot Exchange	Options: InTouch	32	16-JUN-2021	15-JUN-2022	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	15,160.34	0.00	15,160.34

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		16-JUN-2021	15-JUN-2022	365

	Support Services	Estimated Tax	Subtotal
Educational Services	2,456.96	0.00	2,456.96

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF HATTIESBURG
Solution ID: 6110151
Contract #: 1191274 R15-FEB-21
Date:
Prepared by: Yolanda Abram / US PublicSector2

Bill To: CITY OF HATTIESBURG ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
UNITED STATES

Ship To: CITY OF HATTIESBURG; BOBBY L CHAIN
MUNICIPAL AIRPORT
47 ACADEMY DR
HATTIESBURG MS 39401
UNITED STATES

Contact: ANGIE SANFORD
Email: asanford@hattiesburgms.com

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	1	16-JUN-2021	15-JUN-2022	365
2	Depot Exchange	Options: InTouch	1	16-JUN-2021	15-JUN-2022	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	473.84	0.00	473.84



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc:

Date: Tuesday, March 16, 2021

Re: Authorize submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for the FY22 Impaired Driving Program; Authorize Mayor to execute.
File Number: 2021-263
Minute Book #

Summary

FY22 MOHS Impaired Driving Grant Application

Recommendation Statement

I recommend authorization of submission of Mississippi Office of Highway Safety Grant Application in the amount of \$85,899.56 for the FY22 Impaired Driving Program and authorization for the Mayor to execute.

Please place this on the March 16, 2021 City Council meeting for consideration.

FY22 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Hattiesburg Mailing Address: 300 Klondyke Street Hattiesburg, MS 39401 Telephone: 601-544-7900 E-Mail: jshows@hattiesburgms.com		2. Date: 3/1/2021	
		3. Beginning and Ending Dates: <u>X</u> Full Grant: (October 1, 2021 - September 30, 2022)	
		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
		5. DUNS # - 079448130	
		6. Congressional District- 4	
7. Program Title: Alcohol Countermeasures			
8. The following funds will be proposed for FY22 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$85,899.56	(1) Federal	\$85,899.56
(2) Personal Services-Fringe (State Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment			
(6) Commodities			
TOTAL	\$85,899.56	TOTAL	\$85,899.56
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Contractual Commodities		Proposed Countermeasures Travel	Personal Services Equipment
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply: 3/16/2021		MOHS USE Only:	
Signature _____ Date _____			
Print Name: Toby Barker Title: Mayor			

The Mississippi Office of Highway Safety is requesting the information below to determine if a applicant had prior experience with the same or similar sub-awards.

This section must be filled out completely for all project applications.

Please answer YES or NO to the questions below.	YES	NO
Has the agency had federal or state grants similar to the MS Office of Highway Safety grant?		NO
Has the agency had at least 3 years' experience with federal grants?	YES	
Has the department staff remained unchanged during the 2021 grant year (October 2020 – current)?		NO
Has the agency administration remained unchanged during the 2021 grant year? For example, is the Authorized Signatory Official, Sheriff, and/or Chief the same individual from (October 2020 – current)?		NO
Is the agency accounting system the same as the 2020 grant year (October 2019 – September 2020)?		NO
Has the agency received a federal award directly from a federal awarding agency (the Department of Justice, NHTSA, or another federal agency)? If yes, answer the questions below.	YES	
If your agency receives, federal awards directly from a federal awarding agency, does the agency receive monitoring from that Federal awarding agency? For example, does your agency receive monitoring “directly” from the Department of Justice, NHTSA, or another federal agency? (Please note, this question is not pertaining to the sub-grantee monitoring conducted by the Mississippi Office of Highway Safety)	YES	
If your agency receives direct monitoring from a Federal awarding agency, did the federal agency determine that there were no financial or compliance issues?	YES	

Problem Identification: Location

This section must be filled out completely for all project applications.

City Name:	City of Hattiesburg
County Name:	Forrest and Lamar
Surrounding Counties:	Jones, Perry, and Stone
Troop District:	J
Number of Officers In Agency:	105

Number of Officers to Work Grant:	1
Number of Square Miles:	54
Number of Population:	45,845
Major Roadways in the Area:	Interstate 59, US Highway 11, US Highway 49, US Highway 98, Mississippi Highway 42, and Hardy Street.

Problem Identification Summary:

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for **alcohol only** related activities, programs and projects.

Impaired Driving (405d) - Impaired Driving enforcement projects are strictly for **alcohol and drug** related activities, programs and projects.

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high fatality/injury/crash areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Hattiesburg is a thriving city serving as hub of Mississippi. There are two universities, The University of Southern Mississippi (USM) and William Carey University (WCU). USM enrollment is approximately 14,606. The city is affected by events where alcohol are consumed. Social fraternities and sororities at USM are a traditional part of college life, which contributes to night life and contribute to possible impaired driving. Beer is served at USM athletic events, which is a good, but it is the individual's responsibility not to drive impaired. Tailgating at football games as well as USM's successful baseball program created an influx of traffic to the city, WCU has an enrollment of approximately 5,000 students which attracts fans to their athletic events.

Prior to the Corona-virus pandemic, Hattiesburg has other events that draw large crowds and alcohol consumption is allowed such as: Hub Festival 15,000, Spring Party/USM Pledge Week-unknown attendance, Eagle Palooza-5,000, and Mardi Gras Parade-20,000. These events will cause an increase in traffic once they commence again.

Proposed Target, Performance Measure and Strategies to be achieved during FY22:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, and citations in service. Alcohol programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. The alcohol program is to work within the state to reduce alcohol related DUI fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol and drug related fatalities on roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, and citations in service. Impaired Driving programs will work national priority program blitz campaigns of Drive Sober or Get Pulled Over. Grant funds are to reduce alcohol and drug related fatalities and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use 2019 fatality and injury data.

Target for Enforcement Project-Alcohol Countermeasures (154AL): Please select “reduce or maintain”.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from 1 in 2019 to 1 by the end of 2022.

Target for Enforcement Project-Impaired Driving (405d): Please select “reduce or maintain”.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **fatalities** from _____ in 2019 to _____ by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of drug related **fatalities** from _____ in 2019 to _____ by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of alcohol related **injuries** from _____ in 2019 to _____ by the end of 2022.

The jurisdiction/agency will (reduce or maintain) the number of drug related **injuries** from _____ in 2019 to _____ by the end of 2022.

Performance Measures for Enforcement Project: Continuation Projects should use 2020 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug). **Please select “increase or maintain”.**

(Increase or Maintain) the number of grant funded DUI Arrest citations from 79 In FY20 to 85 in FY22.

** If applying for (405 D) fund: Please include measure listed below**

(Increase or Maintain) the number of grant funded DUI Other (drug) citations from ____ in FY20 to ____ in FY22.

Strategies for Project:

- Conduct at least 7 checkpoints during year. (Enforcement Only)
- Conduct at least 7 saturation patrols during year. (Enforcement Only)
- Conduct at least 2 alcohol presentations during year (If Applicable for 154 Alcohol Funding Grants Only with a Individual Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Individual Officers Only-This is a requirement for instructors to receive reimbursement)

 x Yes No

FY22 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner: Chief Peggy Sealy	Name of Project Director: Captain Carlos Cook
Phone Number: 601-545-4901	Phone Number: 601-554-3749
Email Address: psealy@hattiesburgms.com	Email Address: ccook@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Mayor Toby Barker
Phone Number: 601-554-1034	Phone Number: 601-545-4501
Email Address: lhanson@hattiesburgms.com	Email Address: tbarker@hattiesburgms.com

FY22 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

Unallowable Personnel Expenses for FY22: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY22 for local law enforcement agencies. Fringe benefits is only allowable for state agencies.

The **Special Traffic Enforcement (STEP) Officer(s)** work Overtime Enforcement Only grants. On this project, the STEP officer is defined as a non-individual officer. All grant funded hours worked as a STEP Officer must be over and beyond the officer's normal work hours for his/her agency.

The **Individual Officer(s)** on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour. (Continuation Projects Only)

Individual Officer Criteria: The MS Office of Highway Safety may provide funding for a currently approved Individual DUI Officer. In order to maintain funding for an individual officer, an agency must be a continuation project and meet 60% of the following criteria:

- At least (1) DUI Fatal in 2019;
- At least (1) DUI Injury in 2019;
- Top 30 Alcohol or Drug Fatality County;
- FY20 Grant Funded Arrests of 52 or higher, per officer;
- Met or Exceeded Performance Measures agreed upon by agency in FY20 Grant Agreement

Personnel Title:	% of Time	Regular Rate of Pay	Overtime Rate of Pay	# of Hours	Total
Sheryl Patterson	100	\$19.71		2236	\$44,071.56
	100		\$29.57	400	\$11,828.00
Checkpoint officers					
			\$25.00 overtime	1200	\$30,000
					\$85,899.56

The regular and overtime rate of pay noted above should be the rate of pay the officer is paid by your agency. The rate of pay should not be increased for grant purposes. If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.

(STATE AGENCY ONLY)

Fringe Amounts: When a State enforcement agency includes overtime salary or wages, traffic safety funds can pay for the additional cost of fringe benefits (FICA and Retirement only).

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item (FICA and/or Retirement):	%	Total
Total Fringe:			

FY22 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month:	Total Costs of Expenses:
Total Contractual Service Expense:		

FY22 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel:	Number of People:	Cost:	Total:
Total Travel Expense:			

FY22 Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applicants that are requesting equipment only applications will **not** be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the equipment, equipment descriptions and a thorough explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA, be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Unallowable equipment for FY22: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item (Quote Required):	Line Total:
Total Equipment Expense:			

FY22 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (mouthpieces, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines.

Federal guidelines require commodities purchased must be essential to the project. If any commodities are requested in the application, **please include quotes (0 to \$5,000.00 requires one quote, over \$5,000.00 requires two quotes)** for the commodities, commodities descriptions and a thorough explanation of the use of the commodities and how it will impact the target and the agency problem identification.

Type of Commodity Expenses:	Quantity	Cost Per Item (Quote Required):	Total of Expense:
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY22 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted, as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY22 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY22 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, March 16, 2021

Re: Authorize Mayor to execute Funding Grant Agreement with the Department of Finance & Administration of the State of Mississippi and letter requesting transfer of funds in the amount of \$300,000 for the disbursement of said funds to assist the City of Hattiesburg in paying costs associated with flood control, detention basins or other infrastructure improvements in and around Gordon's Creek, as specified in Section 60 of House Bill No. 1730 of the 2020 legislative session.
File Number: 2021-134
Minute Book #

Summary

Authorize Mayor to execute Funding Grant Agreement and transfer request letter to the Department of Finance & Administration to initiate disbursement of funds in the amount of \$300,000 to assist in paying for improvements in and around Gordon's Creek, as appropriated in HB 1730 of the 2020 legislative session.

Recommendation Statement

I recommend execution of the Funding Grant Agreement and transfer request letter to obtain funds for improvements in and around Gordon's Creek, in the amount of \$300,000, as authorized in HB 1730 of the 2020 legislative session.

Please place this on the March 16, 2021 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg in paying costs associated with the local project (hereinafter the "Project") specified in Section 28(oo) of Senate Bill 2969, 2020 Regular Legislative Session, Laws of 2020, (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$500,000 (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, Section 28 of Senate Bill 2969, 2020 Regular Legislative Session authorized expenditures from the State BP Settlement Fund, as created in Section 27-103-302.1, Mississippi Code of 1972, as amended, for certain projects; and

WHEREAS, pursuant to Section 28(oo) of the Senate Bill 2969, 2020 Regular Legislative Session, Laws of 2020, the Legislature has appropriated funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, the City of Hattiesburg shall maintain the Project Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the State BP Settlement Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Hattiesburg agrees to make every effort to expend the funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Hattiesburg agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the State BP Settlement Fund; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly notarized reports to the DFA that summarized the expenditure of the Project Funds and also provides an update on the status of the Project. The quarterly reports must be provided on a form

prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Hattiesburg that the funds on deposit in the State BP Settlement Fund for City of Hattiesburg should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG AS FOLLOWS:

Section 1. Each and all of the facts and finding set forth in the preamble clauses of this Memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

Section 2. The DFA, pursuant to the Act, shall disburse the Project Funds from the State BP Settlement Fund upon written request of the City of Hattiesburg to pay the costs associated with the Project.

Section 3. The City of Hattiesburg certifies and agrees to make every effort to use all funds received from the State BP Settlement Fund within the recommended thirty-six (36) month time period from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

Section 4. The City of Hattiesburg agrees to properly and competitively execute such procurements in accordance with State law. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of the same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU.

Section 5. The City of Hattiesburg agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the State Fund proceeds no more than thirty (30) days after final expenditure of the Project Funds.

Section 6. The City of Hattiesburg agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the State BP Settlement Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 7. The City of Hattiesburg agrees to administer the Project with respect to construction to be completed in accordance with the State procurement laws.

Section 8. The City of Hattiesburg agrees that if any proceeds from the Project Fund are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the State BP Settlement Fund.

Section 9. All notices or information pursuant to this MOU shall be provided as follows:

Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39401
601-545-4501
ceverett@hattiesburgms.com

Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-3402
Facsimile: 601-359-2405
Email: SB2969@dfa.ms.gov

Section 10. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date: _____



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

February 22, 2021

Mrs. Gilda Reyes, Bond Advisory Director
Department of Finance and Administration
501 North State Street, Suite 1301
Jackson, Mississippi 39201

RE: Request for Project Funding
City of Hattiesburg

Dear Mrs. Reyes:

We are requesting that you transfer to City of Hattiesburg
\$ 500,000 of State Funds authorized by Section 28(oo) Senate Bill
2969, 2020 Regular Legislative Session, for the
City of Hattiesburg.

Our electronic payment information is as follows:

Bank Name: Trustmark National Bank
Account #: 4800126805
Routing #: 065300279
MAGIC Vendor#: 3100021448

We appreciate your assistance.

Toby Barker, Mayor



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION
LIZ WELCH
EXECUTIVE DIRECTOR

Please provide the following information in the space provided and return this form along with the requested information to the Bond Advisory Division of the Department of Finance and Administration

Contact Information:

Legal Name of Organization: City of Hattiesburg

DBA Name of Organization (if applicable): _____

Form of Organization (ex. 501(c)(3), governmental, etc.): governmental

Governing Authority (ex. board of supervisors): Mayor-council

Primary Contact:

Name: Connie Everett

Job Title: Interim CFO

Mailing Address: PO Box 1898
Hattiesburg, MS 39403

Phone Number: 6015501016

Email: ceverett@hattiesburgms.com

Secondary Contact:

Name: Ann Jones

Job Title: CAO

Mailing Address: PO Box 1898
Hattiesburg, MS 39403

Phone Number: 6015454503

Email: annjones@hattiesburgms.com

Start Date of Project (actual or projected): May 1, 2021

Completion Date of Project (actual or projected): December 31, 2021

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Hattiesburg

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **governmental**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 1898

6 City, state, and ZIP code
Hattiesburg, MS 39403-1898

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	4	-	6	0	0	0	4	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Copie Everett*

Date ► *2/22/21*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the **City of Hattiesburg** for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the **City of Hattiesburg** in paying costs associated with the local project (hereinafter the "Project") specified in **Section 60 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020** (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed **\$300,000.00** for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, the Act establishes the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** for the purpose of providing funds to the **City of Hattiesburg** to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the **City of Hattiesburg** shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the **City of Hattiesburg** to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the **City of Hattiesburg** agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the **City of Hattiesburg** agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the **City of Hattiesburg** agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Hattiesburg** shall also provide

to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds, summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the **City of Hattiesburg** that the Grant Funds on deposit in the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** for the **City of Hattiesburg** should be disbursed to **City of Hattiesburg** and that the **City of Hattiesburg** shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF HATTIESBURG AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** upon the written request of the **City of Hattiesburg** to pay the costs associated with the Project.

The **City of Hattiesburg** certifies and agrees to use all Grant Funds received from the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the **City of Hattiesburg** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Hattiesburg** agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the **City of Hattiesburg** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Hattiesburg** agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the **City of Hattiesburg** agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

The **City of Hattiesburg** agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Hattiesburg** shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

The **City of Hattiesburg** agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the **2020 City of Hattiesburg - Gordon's Creek Improvements Fund** sufficient to satisfy and confirm, to DFA's

satisfaction, that such Grant Funds have been expended **solely** for the costs of the Project as authorized and provided by the Act

The **City of Hattiesburg** agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

The **City of Hattiesburg** agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

City of Hattiesburg
Attn: Toby Barker, Mayor
Post Office Box 1898
Hattiesburg, Mississippi 39403
Phone: 601-545-4501
Email: annjones@hattiesburgms.com

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

Date

EXHIBIT A

The **City of Hattiesburg** shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

49763371.v2



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

March 16, 2021

Mrs. Gilda Reyes, Bond Advisory Director
Department of Finance and Administration
501 North State Street, Suite 1301
Jackson, Mississippi 39201

RE: Request for Project Funding
2020 City of Hattiesburg - Gordon's Creek Improvements Fund

Dear Mrs. Reyes:

We are requesting that you transfer to 2020 City of Hattiesburg - Gordon's Creek Improvements Fund
\$ 300,000 of State Funds authorized by Section 60 House Bill
1730, 2020 Regular Legislative Session, for the
2020 City of Hattiesburg - Gordon's Creek Improvements Fund.

Our electronic payment information is as follows:

Bank Name: Trustmark National Bank
Account #: 4800126805
Routing #: 065300279
MAGIC Vendor#: 3100021448

We appreciate your assistance.

Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35)BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35)BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH.

File Number: 2021-264

Minute Book #

Summary

Acknowledge bids received September 24, 2020 for the State Aid Project DECD-0018(35)BO Highway 49 DECD Project at FGH; Approve Board Order awarding the contract for said project to Walters Construction Company in the amount of \$4,654,776.19 and establishing the project fund for the Mississippi Development Authority (MDA) Project No. DECD-0018(35)BO; Authorize Mayor to execute Board Order in duplicate; Authorize issuance of a manual check to MDA for the City share and Forrest General Hospital (FGH) share of funds upon receipt of check from FGH.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

**ORDER OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI AWARDED
CONTRACT AND ESTABLISHING THE PROJECT FUND FOR MISSISSIPPI
DEVELOPMENT AUTHORITY PROJECT NO. DECD- 0018(35)80**

WHEREAS, the Mississippi Development Authority (MDA) has approved this Political Subdivision's application for the captioned project as required by Section 65-4-1 et. seq. Mississippi Code of 1972 and

WHEREAS, We, The City Council of HATTIESBURG, Mississippi, having advertised for bids on the above numbered project, and proof of publication of said advertisement having been filed with the Clerk of the City in the manner and form required by statute, and

WHEREAS, said Council has on this the 24TH day of SEPTEMBER, 20 20, received and opened bids on said project, and

WHEREAS, the lowest regular bid was submitted by WALTERS CONSTRUCTION CO. of LAUREL, MS, in the amount of \$ 4,654,776.19;

NOW THEREFORE, it is hereby ordered by the Council that the contract be awarded to WALTERS CONSTRUCTION CO., subject to the approval of the State Aid Engineer and MDA, that the Mayor of the City is hereby authorized to execute the contract with the contractor after a satisfactory performance bond has been furnished.

IT IS FURTHER ORDERED and the State Aid Engineer is hereby authorized to recommend that the Mississippi Development Authority establish a Project Fund in the amount of \$ 4,887,500.00 (including approximately 5% contingencies) and an additional amount, based on 14.5 % of the construction cost to cover engineering services of \$ 674,900.00 for a total of \$ 5,562,400.00. The Project Fund shall be comprised of \$ 3,068,100.00 County/City/other funds, and Mississippi Development Authority funds (not to exceed) \$ 2,494,300.00; such project fund being for the purpose of covering the cost of all construction estimates, right-of-way acquisition, utility relocation, engineering and other professional services authorized under this project.

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute supplemental agreements to the original contract which do not increase the cost of the project in excess of the project funds authorized herein. It is further ordered that the State Aid Engineer be furnished a certified copy of this order.

Mayor, City of:

HATTIESBURG, Mississippi

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of Hattiesburg, Mississippi, entered upon the minutes of said City Council, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said City Council on the 16th day of March, 2021.

Clerk of the City

HATTIESBURG, Mississippi

District Engineer- Jay Richardson		4,654,776.190		6,313,123.00	
24-Sep-2020		WATERS CONSTRUCTION		DUNN ROADBUILDERS	
ROADWAY		GRAY CASUALTY AND SURETY CO.		FEDERAL INSURANCE CO.	
		Preliminary	Extended		
	Unit				
S-200-A	MOBILIZATION	1,000 LS	250,000.00	250,000.00	645,000.00
S-201-A	CLEARING AND GRUBBING	1,000 LS	35,000.00	35,000.00	18,000.00
S-202-B	REMOVAL OF DRAINAGE STRUCTURE (ALL SIZES AND DEPTHS)	26,000 EA	600,000	15,600.00	1,000,000
S-202-B	REMOVAL OF SIGN INCLUDING POST & FOOTING (ALL TYPES AND SIZES)	63,000 EA	500,000	31,500.00	26,000.00
S-202-C	REMOVAL OF CONCRETE COMBINATION CURB AND GUTTER	1,000 EA	50,000,000	50,000.00	130,000
S-202-C	REMOVAL OF FENCE AND RESET	87,950,000 LF	5,000	43,975.00	7,700,000
S-202-C	REMOVAL OF TRAFFIC STRIPE (ALL TYPES)	318,000 LF	10,000	3,180.00	12,000
S-202-D	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	7665,000 LF	2,000	15,330.00	17,000
S-202-D	REMOVAL OF LEGEND (ALL TYPES)	1966,000 SY	15,000	29,490.00	2,000
S-202-D	REMOVAL OF PAVEMENT, ALL DEPTHS	14,000 SY	5,000	70.00	32,000
S-202-E	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	18363,000 SY	7,000	128,541.00	43,000
S-203-E1	REMOVAL OF PIPE (ALL SIZES)	771,000 SY	7,000	5,397.00	15,000
S-203-H	BORROW EXCAVATION (F.M.E.) (CONTRACTOR FURNISHED) (CLASS 9-B)	1001,000 LF	10,000	10,010.00	46,000
S-206-A	EXCESS EXCAVATION (FM)	9594,000 CY	15,000	143,910.00	13,500
S-304-D	STRUCTURE EXCAVATION	9656,000 CY	10,6732	103,060.00	29,300
S-403-A	CRUSHED STONE	252,000 CY	20,000	5,040.00	22,500
S-403-A	HOT MIX ASPHALT, (ST) (9.5MM)	5602,000 TON	60,000	336,120.00	41,000
S-403-A	HOT MIX ASPHALT, (ST) (12.5MM)	1182,000 TON	103,6717	122,540.00	61,000
S-403-A	HOT MIX ASPHALT, (ST) (19MM)	546,000 TON	100,000	54,600.00	135,000
S-403-C	HOT MIX ASPHALT, (ST) (19MM), TRENCH WIDENING	2115,000 TON	101,1371	213,905.00	144,500
S-403-D	HOT MIX ASPHALT, (HT) (9.5MM), TRENCH WIDENING, POLYMER MODIFIED	17,000 TON	165,000	2,805.00	131,000
S-403-D	HOT MIX ASPHALT, (HT) (9.5MM), TRENCH WIDENING, POLYMER MODIFIED	279,000 TON	125,000	34,875.00	215,000
S-403-D	HOT MIX ASPHALT, (HT) (12.5MM) POLYMER MODIFIED	8,000 TON	180,000	1,440.00	187,000
S-403-D	HOT MIX ASPHALT, (HT) (19MM), POLYMER MODIFIED	196,000 TON	125,000	24,500.00	481,000
S-403-D	HOT MIX ASPHALT, (HT) (19MM), POLYMER MODIFIED	868,000 TON	125,000	108,500.00	160,000
S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	23,000 TON	180,000	4,140.00	145,000
S-413-C	CLEANING AND SEALING CRACKS	3146,000 SY	5,000	15,730.00	350,000
S-601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	3000,000 LF	3,000	9,000.00	11,000
S-602-A	REINFORCING STEEL	121,000 CY	1,508,2645	162,500.00	3,430
S-603-C-A	18" REINFORCED CONCRETE PIPE, CLASS III	11075,000 LB	1,500	16,612.50	1,950,000
S-603-C-B	18" REINFORCED CONCRETE PIPE, CLASS III	778,000 LF	50,000	38,900.00	3,400
S-603-C-B	24" REINFORCED CONCRETE PIPE END SECTION	316,000 LF	70,000	22,120.00	43,000
S-603-C-D	22"x13" REINFORCED CONCRETE PIPE, END SECTION	3,000 EA	800,000	2,400.00	57,000
S-603-C-D	22"x13" REINFORCED CONCRETE ARCH PIPE, CLASS III	2,000 EA	1,000,000	2,000.00	1,250,000
S-603-PVC	29" X 18" REINFORCED CONCRETE ARCH PIPE, CLASS III	61,000 LF	70,000	4,270.00	1,375,000
S-603-PVC	10" CORRUGATED POLY VINYL CHLORIDE PIPE	188,000 LF	80,000	15,040.00	50,000
S-603-PVC	18" CORRUGATED POLY VINYL CHLORIDE PIPE	58,000 LF	25,000	1,450.00	87,000
S-603-PVC	18" CORRUGATED POLY VINYL CHLORIDE PIPE	142,000 LF	30,000	4,260.00	23,500
S-603-PVC	901-S-603-PVC-# 10" PVC INLET	1,000 EA	1,500,000	1,500.00	49,000
S-603-PVC	901-S-603-PVC-# 18" PVC INLET	5,000 EA	2,000,000	10,000.00	1,200,000
S-604-A	CASTINGS	1,000 LS	2,000,000	2,000.00	2,100,000
S-604-B	GRATINGS	4456,000 LB	3,000	13,368.00	16,000,000
S-605-O	4" PERFORATED SEWER PIPE FOR UNDERDRAINS (SDR 26)	2881,000 LB	3,000	8,643.00	3,850
S-605-P	6" NON-PERFORATED SEWER PIPE FOR UNDERDRAINS (SDR 26)	3265,000 LF	20,000	65,300.00	3,000
S-605-U	4" NON-PERFORATED PIPE FOR FUTURE IRRIGATION CONDUIT	93,000 LF	20,000	1,860.00	19,000
S-605-X-1	FILTER MATERIAL FOR FILTER BEDS, TYPE B	36,000 LF	20,000	720.00	1,767.00
S-605-AA	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE III, AOS (0.15-0.43)	1200,000 LF	20,000	24,000.00	21,500
S-608-A	CONCRETE SIDEWALK	490,000 CY	20,000	9,800.00	7,300
S-608-B	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS	1100,000 SY	5,000	5,500.00	7,000
S-608-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	1955,000 SY	40,000	78,200.00	2,150
S-608-C	CONCRETE CURB, SPECIAL DESIGN, SLOTTED	515,000 SY	50,000	25,750.00	68,000
S-608-B	CONCRETE CURB, TYPE 1 DOWELED CURB	1819,000 SY	50,000	90,950.00	95,000
S-609-B	CONCRETE CURB, TYPE 1 HEADER	1915,000 LF	25,000	47,875.00	48,925.00
S-609-B	CONCRETE CURB, TYPE 1	311,000 LF	25,000	7,775.00	83,500
S-609-C	CONCRETE CURB (INTEGRAL) TYPE 1	1971,000 LF	20,000	39,420.00	27,500
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	194,000 LF	25,000	4,850.00	54,200
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 2	5101,000 LF	25,000	127,525.00	22,300
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 3B MODIFIED	202,000 LF	25,000	5,050.00	39,953.30
S-613-D	ADJUSTMENT OF FENCE	2620,000 LF	25,000	65,500.00	44,000
S-613-E	ADJUSTMENT OF BICYCLE PARKING	1,000 LS	2,500,000	2,500.00	27,000
S-613-E	ADJUSTMENT OF BICYCLE PARKING	1,000 EA	500,000	500.00	44,650
					9,019.30
					62,880.00
					6,000.00
					5,000.00
					500.00
		</			

1,000 UN	1,000 UN
1,000 EA	1,000 EA
36,000 SY	36,000 SY
333,000 SY	333,000 SY
1,000 LS	1,000 LS
1,000 LS	1,000 LS
1,000 LS	1,000 LS
1,000 LS	1,000 LS
1,000 LS	1,000 LS
1,000 LS	1,000 LS
0,000 SF	0,000 SF
55,000,000 LF	55,000,000 LF
203,000 LF	203,000 LF
0,025 MI	0,025 MI
0,376 MI	0,376 MI
472,000 LF	472,000 LF
0,261 MI	0,261 MI
3,16,000 LF	3,16,000 LF
223,16,000 LF	223,16,000 LF
3,340,000 LF	3,340,000 LF
17,95,000 SF	17,95,000 SF
88,000 LF	88,000 LF
0,374 MI	0,374 MI
0,780 MI	0,780 MI
0,913 MI	0,913 MI
0,391 MI	0,391 MI
1,156 MI	1,156 MI
92,000 LF	92,000 LF
85,57,000 LF	85,57,000 LF
957,000 LF	957,000 LF
347,000 LF	347,000 LF
46,000 SF	46,000 SF
326,000 EA	326,000 EA
317,000 EA	317,000 EA
344,000 LF	344,000 LF
22,000 SF	22,000 SF
97,500 SF	97,500 SF
97,500 SF	97,500 SF
67,000 EA	67,000 EA
11,000 CY	11,000 CY
250,000 SF	250,000 SF
45,000 LF	45,000 LF
400,000 LF	400,000 LF

Preliminary Unit Extended		WALTERS CONSTRUCTION GRAY CASUALTY AND SURETY CO.	DUNN ROADBUILDERS FEDERAL INSURANCE CO.
1,000.00	1,000.00	1,145.0000	1,145.00
500.0000	500.00	500.0000	500.00
100.0000	3,600.00	145.0000	5,220.00
80.0000	31,440.00	103.0000	40,479.00
40,000.0000	40,000.00	35,000.0000	35,000.00
90,000.0000	90,000.00	35,000.0000	35,000.00
90,000.0000	90,000.00	35,000.0000	35,000.00
75,000.0000	75,000.00	35,000.0000	35,000.00
30,000.0000	30,000.00	35,000.0000	35,000.00
30,000.0000	30,000.00	35,000.0000	35,000.00
10,000.00	0.00	10,000.0000	0.00
1,000.00	15,500.00	0.3000	4,650.00
3,000.00	6,105.00	1,1500	2,340.25
1,000.00	0.03	5,725.0000	143.13
2,000.0000	752.00	5,725.0000	2,152.60
1,000.00	472.00	2,3000	1,085.60
4,000.0000	1,044.00	5,725.0000	1,494.23
3,500.00	1,106.00	2,3000	726.80
2,000.00	4,632.00	2,3000	5,326.80
5,000.00	17,040.00	3,4000	11,587.20
10,000.00	17,950.00	11,4500	20,552.75
5,000.00	440.00	3,4500	303.60
4,000.0000	1,496.00	5,725.0000	2,141.15
4,000.0000	3,120.00	5,725.0000	4,465.50
4,000.0000	3,652.00	5,725.0000	5,226.93
4,000.0000	1,564.00	5,725.0000	2,238.48
4,000.0000	4,624.00	5,725.0000	6,618.10
2,000.00	184.00	2,3000	211.60
2,000.00	17,114.00	2,3000	19,681.10
2,000.00	1,914.00	2,3000	2,201.10
5,000.00	1,735.00	9,1500	3,175.05
20,000.00	920.00	28,5000	1,311.00
20,000.00	6,520.00	11,5000	3,749.00
20,000.00	6,340.00	11,5000	3,645.50
20,000.00	6,860.00	9,1500	3,147.60
25,000.00	4,400.00	1,050.0000	23,100.00
25,000.00	2,437.50	110.0000	10,725.00
25,000.00	2,437.50	110.0000	10,725.00
400,000.00	26,800.00	1,087.0000	72,829.00
500,000.00	5,500.00	500.0000	5,500.00
50,000.00	6,250.00	58.0000	14,500.00
10,000.00	2,250.00	150.0000	6,750.00
	4,000.00	2,3000	920.00
3,324,115.53			4,110,920.50

SOLID STATE TRAFFIC SIGNAL CABINET ASSEMBLY, TYPE III CABINET, TYPE 1 CONTROL

907-632-J POWER SERVICE PEDESTAL

TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II(L), 30' POLE, 45' ARM

TRAFFIC SIGNAL EQUIPMENT POLE, TYPE III(L), 30' POLE, 50' & 55' ARM

TRAFFIC SIGNAL EQUIPMENT POLE, TYPE III(L), 30' POLE, 55' & 60' ARM

TRAFFIC SIGNAL EQUIPMENT POLE TYPE III(1) 30' POLE 65' & 60' ABM

TRAFFIC SIGNAL EQUIPMENT TYPE VI 8' POLE

907-634-C

907 635 A050 TRAFIC SIGNAL HEAD TYPE 4

TRAFFIC SIGNAL HEAD, TYPE 1
301-633-1039
007 635 A066

907-833-A065
1 RAFTIC SIGNAL HEAD, TYPE 2 F-YA
007 002 A070
TRAFFIC SIGNAL HEAD

TRAFFIC SIGNAL HEAD, TYPE 3TRAFFIC SIGNAL HEAD, TYPE 4
90/-635-A073

907-635-A074 TRAFFIC SIGNAL HEAD, TYPE 4R

907-635-A076 TRAFFIC SIGNAL HEAD, TYPE 6

907-636-B ELECTRICAL CABLE, UNDERGROUND

907-636-B ELECTRICAL CABLE, UNDERGROUND

Low Bid

		Preliminary		4,654,776.190		6,313,123.00	
		Unit		MATERIALS CONSTRUCTION		DUNN ROADBUILDERS	
		Extended		GRAY CASUALTY AND SURETY CO.		FEDERAL INSURERS CO.	
907-636-B	ELECTRICAL CABLE, UNDERGROUND IN CONDUIT, 1/2" AWG#14, 5 COND	3,000	1,551.00	3,350	1,731.95	3,000	1,551.00
907-636-B	ELECTRICAL CABLE, UNDERGROUND IN CONDUIT, 1/2" AWG#14, 8 COND	3,000	2,328.00	3,650	2,987.60	3,000	2,328.00
907-637-A	PULLBOX ENCLOSURE, TYPE 2	3,000	1,476.00	3,650	1,894.20	4,000	1,968.00
907-637-A	PULLBOX ENCLOSURE, TYPE 3	3,000	4,500.00	550,000	1,650.00	776,000	2,328.00
907-637-A	PULLBOX ENCLOSURE, TYPE 4	3,000	3,500.00	787,000	1,574.00	1,100,000	2,200.00
907-637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	3,000	996.00	1,100,000	3,300.00	1,275,000	3,825.00
907-637-D	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"	3,000	150.00	6,400	2,124.80	8,000	2,656.00
907-637-D	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, TYPE 4, 2"	20,000	10,600.00	17,650	9,354.50	10,000	500.00
907-637-D	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, TYPE 4, 4"	30,000	8,670.00	17,650	5,100.85	12,000	6,360.00
907-639-B	TYPE 1 OPTICAL DETECTOR	7,000	5,250.00	608,000	4,256.00	21,000	6,069.00
907-639-C	TYPE 1 OPTICAL DETECTOR CABLE	2,000	2,536.00	2,000	2,536.00	643,000	4,501.00
907-639-D	MULTIMODE PHASE SELECTOR	2,000	8,000.00	3,500,000	7,000.00	2,000	2,536.00
907-643-A	VIDEO VEHICLE DETECTION SENSOR TYPE 1A	3,000	22,500.00	4,600,000	13,800.00	3,200,000	6,400.00
907-643-B	VIDEO VEHICLE DETECTION CABLE	3,000	1,809.00	1,900	1,145.70	4,650,000	13,950.00
907-643-C	MULTI-SENSOR VEHICLE DETECTION CABLE	3,000	2,046.00	1,900	1,145.70	1,000	603.00
907-643-E	MULTI-SENSOR VEHICLE DETECTION CABLE	682,000	44,000.00	13,500,000	54,000.00	12,400,000	49,600.00
907-643-F	MULTI-SENSOR VEHICLE DETECTION CABLE	682,000	2,046.00	1,900	1,295.80	1,000	682.00
907-645-B	ACCESSIBLE PEDESTRIAN DETECTION ASSEMBLY	4,000	4,000.00	814,000	3,256.00	750,000	3,000.00
907-653-A	STREET NAME SIGN	50,000	4,000.00	55,000	2,750.00	90,000	4,500.00
907-661-B	FIBER OPTIC DROP CABLE, 12 SM	70,000	5,600.00	84,400	5,908.00	72,000	5,040.00
907-663-A	NETWORK SWITCH, TYPE A	193,000	2,316.00	3,450	665.85	8,000	1,544.00
TOTAL TRAFFIC SIGNAL		1,500,000	3,000.00	2,400,000	4,800.00	4,400,000	8,800.00
EROSION CONTROL			383,887.00		294,417.25		298,961.00
S-211-B	TOPSOIL FOR SLOPE TREATMENT (CONTRACTOR FURNISHED) (LVM)	1250,000	37,500.00	18,000	22,500.00	26,000	32,500.00
S-212-A	AGRICULTURAL LIMESTONE	1,000	250.00	450,000	450.00	530,000	530.00
S-212-B	COMMERCIAL FERTILIZER (13-13-13)	0,500	750.00	687,000	343.50	1,060,000	530.00
S-212-F	AMMONIUM NITRATE	0,050	100.00	687,000	34.35	1,060,000	53.00
S-214-A	SEEDING	0,500	750.00	858,500	429.25	2,100,000	1,050.00
S-215-A	VEGETATIVE MATERIALS FOR MULCH	1,000	2,000.00	915,000	915.00	530,000	530.00
S-226-A	SOLID SODDING	16250,000	81,250.00	5,400	88,400.00	4,800	78,000.00
S-233-A	TEMPORARY SILT FENCE (TYPE II) (AOS 0.15-0.84)	3,500	1,750.00	1,600,000	5,600.00	2,200,000	7,700.00
237-A	WATTLES, 20"	3401,000	13,604.00	3,400	11,563.40	6,000	20,406.00
246-A	SANDBAGS	830,000	8,300.00	5,750	4,772.50	12,000	9,960.00
TOTAL EROSION CONTROL		393,000	1,179.00	2,240	880.32	16,000	6,288.00
UTILITY			147,433.00		135,888.32		157,547.00
S-202-B	REMOVAL OF FIRE HYDRANT	1,000	1,000.00	2,300,000	2,300.00	1,097,000	1,097.00
S-604-C	PRECAST MANHOLE, 48" DIAMETER	1,000	3,500.00	6,600,000	6,600.00	4,688,000	4,688.00
S-604-C	PRECAST MANHOLE, 72" DIAMETER	1,000	8,000.00	19,000,000	19,000.00	17,400,000	17,400.00
S-613-D	ADJUSTMENT OF PARKING LOT LIGHTING SYSTEM	1,000	20,000.00	16,200,000	16,200.00	40,000,000	40,000.00
S-613-E	ADJUSTMENT OF COMMUNICATION VAULT	2,000	2,000.00	8,000,000	16,000.00	7,300,000	14,600.00
S-613-E	ADJUSTMENT OF FIBER OPTIC BOX	3,000	3,000.00	7,550,000	22,650.00	7,300,000	21,900.00
S-613-E	ADJUSTMENT OF MANHOLE	3,000	1,500.00	1,200,000	3,600.00	650,000	1,950.00
S-613-E	ADJUSTMENT OF WATER METER	8,000	8,000.00	195,000	1,560.00	1,386,000	11,088.00
S-613-E	ADJUSTMENT OF WATER VALVE	6,000	3,000.00	430,000	2,580.00	570,000	3,420.00
901-S-613-F	ADJUSTMENT OF SEWER SERVICE LINE	100,000	5,000.00	49,000	4,900.00	88,000	8,800.00
901-S-613-F	FIRE HYDRANT ASSEMBLY	1,000	3,000.00	5,100,000	5,100.00	6,400,000	6,400.00
901-S-613-G	ADJUSTMENT OF 2" SDR-21 (GASKET PIPE) WATER MAIN (ALL DEPTHS)	440,000	13,200.00	31,000	13,640.00	51,000	22,440.00
TOTAL UTILITY			71,200.00		114,130.00		153,783.00
TOTAL BID			3,926,645.53		4,654,776.19		6,313,123.00
DIFFERENCE					0.00		0.00

PERCENTAGE OVER (UNDER) :

Approved:

Jay Richardson, P.E., District Engineer

18.54%

60.78%



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Acknowledge receipt of Privilege Tax License Monthly Report for February 2021.
File Number: 2021-155
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Report for February 2021.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for February 2021.

Please place this on the March 16, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

02/01/2021 TO 02/28/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020690	\$45.00		LUCITA'S BRAIDING BAR 102 N 38TH AV STE D HATTIESBURG MS 39401
LIC-01-21-020728	\$20.00		TOUCHSTONE PROPERTIES INC. 409 COPPER RIDGE DR FLORENCE MS 39073
LIC-01-21-020752	\$55.00		NANNIE MAC'S 43 MCCARTER CIR PURVIS MS 39475
LIC-01-21-020809	\$45.00		GIGGLES LEARNING CENTER 2, LLC 1604 S 28TH AV HATTIESBURG MS 39402
LIC-01-21-020823	\$20.00		OVERALL HANDYMAN SERVICES LLC 1101 MAMIE ST HATTIESBURG MS 39401
LIC-01-21-020862	\$45.00		BRAIDED BY CHRISTY 6102 HWY 98 7 HATTIESBURG MS 39402
LIC-01-21-020871	\$10.00		CASH CLOUD INC 103 N HATTIESBURG AV HATTIESBURG MS 39401
LIC-01-21-020878	\$45.00		A + VINYL & T-SHIRTS 4700 HARDY ST STE Z HATTIESBURG MS 39402
LIC-02-21-020893	\$20.00		ZERO-EIGHT-EIGHTEEN AND THINGS 90 WYATT ELLIS RD HATTIESBURG MS 39401
LIC-02-21-020901	\$20.00		FORREST LOCK 926 DEASON AV HATTIESBURG MS 39401
LIC-02-21-020957	\$36.67		TIA'S TIENDA LLC 5064 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-02-21-020958	\$8.75		TIA'S TIENDA LLC 5064 HARDY ST STE 10 HATTIESBURG MS 39402
LIC-02-21-020966	\$20.00		SOLE PASSION LLC 10 WHIPSAW LOOP HATTIESBURG MS 39401
LIC-02-21-020968	\$45.00		CATEGORY 5 SMASH ROOM 214 W PINE ST HATTIESBURG MS 39401
LIC-02-21-020981	\$55.00		WINGSTOP 870 3317 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-02-21-020995	\$20.00		RADIANT KURVES LLC 557 WILLIAM CAREY PARKWAY L 1303 HATTIESBURG MS 39401

LIC-02-21-021027	\$20.00	FELTS GIRLS IN THE KITCHEN 447 WILLIAMS CAREY PARKWAY APT 55 HATTIESBURG MS 39401
LIC-02-21-021049	\$36.67	ALLEY CATS SOUTHERN AXE THROWING 102 DUDLEY W. CONNER HATTIESBURG MS 39401
LIC-03-20-018229	\$45.00	NOOL COUNSELING CENTER, PLLC 604 ADELINE ST STE B HATTIESBURG MS 39401
LIC-03-20-018239	\$7.50	ALLEY CATS SOUTHERN AXE THROWING 102 DUDLEY W. CONNER HATTIESBURG MS 39401
LIC-09-20-019728	\$55.00	TAKE 5 OIL CHANGE 53 LAKEWOOD DR HATTIESBURG MS 39402
LIC-10-20-020053	\$20.00	NOBLES CONSTRUCTION 562 COLUMBIA ST BOGALUSA LA 70427
LIC-10-20-020183	\$45.00	BLAKROSE ARTISTRY P.O. BOX 163 SUMRALL MS 39482
LIC-10-20-020287	\$45.00	TBA Tax Group 1000 TURTLE CREEK DR T-66 HATTIESBURG MS 39402
LIC-12-20-020603	\$45.00	From Artist With Love 102 W FLORENCE ST 30 HATTIESBURG MS 39401
LIC-12-20-020604	\$45.00	Alluring Rose 102 W FLORENCE ST 10 HATTIESBURG MS 39401
LIC-12-20-020605	\$45.00	Reunion 2 U 102 W FLORENCE ST HATTIESBURG MS 39401
LIC-12-20-020617	\$30.00	SERVICE PROS INSTALLATION GROUPS, INC. 2001 COUNTRY CLUB RD HATTIESBURG MS 39401
LIC-12-20-020630	\$45.00	BROADER SPECTRUM COUNSELING 604 ADELINE ST STE A HATTIESBURG MS 39401
LIC-12-20-020639	\$20.00	B N R INVESTMENTS LLC 4 GUM REED PT LUMBERTON MS 39455

30

\$1,014.59

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020746	\$30.00		KW ELITE KELLER WILLIAMS REALTY 9 PLAZA DR HATTIESBURG MS 39402
LIC-02-21-020882	\$20.00	\$2.60	PREMIER WINDOW TINTING, LLC 48 LIBERTY PL 3 HATTIESBURG MS 39402
LIC-02-21-020883	\$20.00		PANDA HOUSE 1900 HARDY STREET HATTIESBURG MS 39401
LIC-02-21-020884	\$80.00		CONSOLIDATED CONVERTING SERVICES 5372 OLD HIGHWAY 42 STE 20 HATTIESBURG MS 39401

LIC-02-21-020885	\$20.00		FYR-FYTER SALES-SERVICE, INC. 608 S BROAD STREET MOBILE AL 36603
LIC-02-21-020886	\$30.00		ACADEMY OF HAIR DESIGN 5420 FRONTAGE RD JACKSON MS 39211
LIC-02-21-020887	\$20.00		HOMETOWN HEALTHCARE INC. 500 CAMPBELL LOOP 110 HATTIESBURG MS 39402
LIC-02-21-020888	\$30.00		CR PROPERTIES, LLC 11 PARKWAY BLVD HATTIESBURG MS 39401
LIC-02-21-020889	\$20.00		A CUT ABOVE 716 JAMES STREET STE 10 HATTIESBURG MS 39401-
LIC-02-21-020890	\$30.00		BAGGETT AIR COND & HEATING 123 S GEORGE ST PETAL MS 39465-
LIC-02-21-020891	\$30.00		A & A HOME HEALTH EQUIPMENT, INC. 1608 BROADWAY DRIVE 30 HATTIESBURG MS 39401
LIC-02-21-020892	\$20.00		D & M CLARK CONSTRUCTION, LLC 1038 SCR 85 E MIZE MS 39116-
LIC-02-21-020894	\$20.00		DAVID M. COX, INC. 10 98 PLACE BOULEVARD HATTIESBURG MS 394020000
LIC-02-21-020895	\$30.00		TOUCHSTONE MOTOR SALES, INC. 1801 CORINNE STREET HATTIESBURG MS 39401
LIC-02-21-020896	\$30.00		NEAT NAILS BY MARY 4400 HARDY ST STE A-11 HATTIESBURG MS 39402
LIC-02-21-020897	\$30.00		MIDSOUTH DIESEL, INC. 14 OLD HWY 98 HATTIESBURG MS 39401
LIC-02-21-020898	\$30.00		ESSENTIAL KNOWLEDGE SYSTEMS, LLC 7 SILVER MAPLE TRAIL (ATTN: EKS LLC) PETAL MS 394654176
LIC-02-21-020899	\$20.00		SURETURN LLC DBA H & R BLOCK TAX SERVICES 2307 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-02-21-020902	\$20.00	\$2.20	HWY 42 BYPASS 11 DETAIL & TIRE CENTER 5591 HWY 42 HATTIESBURG MS 39401-
LIC-02-21-020903	\$20.00		EDWARDS MOBILE HOME PARK 6 SOUTH WINDRIDGE PURVIS MS 39475
LIC-02-21-020904	\$25.00		GIGGLES CHILDREN'S BOUTIQUE 6555 HWY 98 W STE 17 HATTIESBURG MS 39402
LIC-02-21-020905	\$30.00		BURGER KING #1695 806 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-02-21-020906	\$48.00		MOORE FUNERAL HOME INC. 805 HARDY STREET HATTIESBURG MS 39401

LIC-02-21-020907	\$20.00		SALVAGE WORLD 1309 WEST PINE STREET HATTIESBURG MS 39401-
LIC-02-21-020908	\$20.00		OUTBACK LINCOLN ROAD, LLC 2517 LINCOLN ROAD HATTIESBURG MS 39402
LIC-02-21-020909	\$93.00		SATELLITES UNLIMITED LLC 1010 HARDY ST HATTIESBURG MS 39401
LIC-02-21-020911	\$30.00	\$5.10	INDIAN SPRINGS MASONRY LLC 81 INDIAN SPRINGS RD PETAL MS 39465
LIC-02-21-020914	\$20.00		ROGERS HEARING HEALTHCARE DBA AUDIBEL HEARING P.O. BOX 17167 HATTIESBURG MS 39404-7167
LIC-02-21-020915	\$30.00		P.J.'S HAIR SALON 3420 HARDY STREET HATTIESBURG MS 39402-
LIC-02-21-020916	\$20.00		SUBWAY @ WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG MS 39402
LIC-02-21-020917	\$30.00		AMERICAN WINGS & CAFE 6466 HWY 98 HATTIESBURG MS 39402
LIC-02-21-020919	\$30.00		NOBLES CONTRACTING LLC 5266 OLD HWY 11 STE 70-122 HATTIESBURG MS 39402-
LIC-02-21-020920	\$48.00		HATTIESBURG EYE CLINIC, P.A. 100 W HOSPITAL DRIVE HATTIESBURG MS 394020000
LIC-02-21-020921	\$20.00		SENIOR HELPERS 111 S 40TH AV STE 20 HATTIESBURG MS 39402
LIC-02-21-020922	\$30.00		ADELA, INC. P.O. BOX 1745 HATTIESBURG MS 39403
LIC-02-21-020923	\$50.00		MISSISSIPPI MUSIC, INC. 100 N 39TH AVENUE HATTIESBURG MS 39401
LIC-02-21-020924	\$30.00		PJ'S COFFEE OF NEW ORLEANS 6106 HWY 98 STE 10 HATTIESBURG MS 39402
LIC-02-21-020925	\$30.00		SWEET PEPPERS DELI - HARDY 5064 HARDY STREET STE 20 HATTIESBURG MS 39402
LIC-02-21-020926	\$20.00		NANNIE MAC'S SNOWBALLS LLC 3803 W 4TH ST HATTIESBURG MS 39401
LIC-02-21-020928	\$20.00	\$24.40	DRYWALL SUPPLY 720 BARTUR ST HATTIESBURG MS 39401
LIC-02-21-020929	\$20.00		DRYWALL SUPPLY 720 BARTUR ST HATTIESBURG MS 39401
LIC-02-21-020930	\$20.00		BATTERIES PLUS BULBS 3203 HARDY STREET SUITE A HATTIESBURG MS 39402-

LIC-02-21-020931	\$30.00		BASKIN-ROBBINS 3720 HARDY STREET STE 16 HATTIESBURG MS 39402-
LIC-02-21-020932	\$20.00		HUB CITY LAUNDRY SERVICE 528 N 38TH AVENUE HATTIESBURG MS 39402-
LIC-02-21-020934	\$20.00		SUNDAY SCHOOL 239 BROADWAY DR STE A HATTIESBURG MS 39401
LIC-02-21-020935	\$20.00		KEVIN M. PASSER, M.D., P.A. 6068 HIGHWAY 98 W STE 1 HATTIESBURG MS 394020000
LIC-02-21-020937	\$10.00		ECOATM, LLC 10121 BARNES CANYON RD SAN DIEGO CA 92121
LIC-02-21-020938	\$20.00	\$2.20	THE MULVI'S 3416 HARDY ST STE 120 HATTIESBURG MS 39402
LIC-02-21-020939	\$20.00		NEWSON AGENCY 1405 E HARDY STREET HATTIESBURG MS 39401
LIC-02-21-020940	\$30.00		POPEYES #12 2056 OAK GROVE RD HATTIESBURG MS 39402
LIC-02-21-020941	\$30.00		HARDEE'S 4964 HARDY STREET HATTIESBURG MS 39401
LIC-02-21-020942	\$20.00		THYSSENKRUPP ELEVATOR CORPORATION 114 TOWNPARK DR 300 KENNESAW GA 30144
LIC-02-21-020946	\$20.00	\$2.20	U.S. NAILS II 5064 HARDY STREET 30 HATTIESBURG MS 394020000
LIC-02-21-020947	\$30.00		RESERVE AT LONG POINT 2 HUNTLEY RD OLD LYME CT 06371
LIC-02-21-020948	\$20.00		SUPER 8 MOTEL / SHRIJI, INC. 6529 HIGHWAY 49 N HATTIESBURG MS 394010000
LIC-02-21-020949	\$30.00		CARR, RIGGS & INGRAM LLC 22 MILLBRANCH STE 400 HATTIESBURG MS 39402
LIC-02-21-020950	\$40.00		STRICKLAND FURNITURE INC. 6431 HWY 49 N HATTIESBURG MS 39401
LIC-02-21-020951	\$25.00		BRACKMAN'S STEPPING STONE 2 PIONEER RD E HATTIESBURG MS 39401-
LIC-02-21-020952	\$20.00	\$2.60	GLAMOUR NAILS 6111 HWY 98 STE 40 HATTIESBURG MS 39402
LIC-02-21-020953	\$20.00		PALLET DEPOT 1705 JAMES STREET HATTIESBURG MS 39401-
LIC-02-21-020954	\$20.00		COVENANT CAREGIVERS OF HATTIESBURG, LLC PO BOX 1481 MADISON MS 39130

LIC-02-21-020955	\$33.00		FARRELL CALHOUN, INC 221 E CAROLINA AV MEMPHIS TN 38126-
LIC-02-21-020956	\$20.00		TELAGEN, LLC 1A CHURCHILL ST HATTIESBURG MS 39402
LIC-02-21-020963	\$20.00	\$2.40	B & R AUTO REPAIR 1501 N MAIN STREET HATTIESBURG MS
LIC-02-21-020964	\$20.00		BROWN LAWN SERVICE 252 CYPRESS AVENUE HATTIESBURG MS 39401-
LIC-02-21-020967	\$30.00		ANOINTED HANDS SERVICES LLC 400 JACKSON STREET HATTIESBURG MS 39401
LIC-02-21-020970	\$30.00		WHISPERING PINES ILF 300 WHISPERING PINES BOULEVARD HATTIESBURG MS 39401
LIC-02-21-020971	\$20.00		SWATCHES FABRIC & DESIGN 5268 OLD HWY 11 STE 8 HATTIESBURG MS 39402-
LIC-02-21-020972	\$20.00		NORRIS, LARRY PO BOX 8 HATTIESBURG MS 39403-
LIC-02-21-020973	\$30.00		SOUTH MS NEUROSURGICAL SERVICES 1212 S 28TH AV HATTIESBURG MP 39401
LIC-02-21-020974	\$30.00		SOUTHERN OIL COMPANY INC 6933 HIGHWAY 49 HATTIESBURG MS 39402-
LIC-02-21-020975	\$63.00		DEVINEY CONSTRUCTION COMPANY, INC 5560 HWY 42 BYPASS HATTIESBURG MS 39401
LIC-02-21-020976	\$200.00		STUART C. IRBY CO. 1314 W PINE ST HATTIESBURG MS 39401
LIC-02-21-020977	\$20.00		MEGAN JOLLY PHOTOGRAPHY 2105 SUNSET DRIVE HATTIESBURG MS 39402-
LIC-02-21-020978	\$30.00		QUALITY INN 6511 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-02-21-020979	\$20.00		RARE EDITION 3300 FERNWAY DRIVE HATTIESBURG MS 39401-
LIC-02-21-020980	\$20.00		RARE EDITION, LLC 500 D KATIE AV HATTIESBURG MS 39401
LIC-02-21-020982	\$20.00		HAIR CREATIONS 820 GRACE AVENUE HATTIESBURG MS 394010000
LIC-02-21-020984	\$30.00		SUBWAY SANDWICH SHOP OF H'BURG #1 300 S 25TH AV HATTIESBURG MS 39401
LIC-02-21-020985	\$150.00		PETRO AUTOMOTIVE GROUP, INC. 6248 HIGHWAY 98 W HATTIESBURG MS 39402-

LIC-02-21-020986	\$45.00		STARBUCKS COFFEE #9336 3708 HARDY STREET HATTIESBURG MS 39402
LIC-02-21-020989	\$20.00	\$3.00	BLU JAZZ CAFE 142 E FRONT ST HATTIESBURG MS 39401
LIC-02-21-020990	\$15.00	\$7.50	BLU JAZZ CAFE 142 E FRONT ST HATTIESBURG MS 39401
LIC-02-21-020991	\$30.00		WARDS 98 WEST INC. 6146 HIGHWAY 98 HATTIESBURG MS 39402
LIC-02-21-020992	\$20.00		LAW FITNESS (PRIVATE TRAINING STUDIO) 6981 LINCOLN RD STE 20 HATTIESBURG MS 39401
LIC-02-21-020996	\$200.00		WILLIAM CAREY UNIV. BOOKSTORE #015 498 TUSCAN AVENUE HATTIESBURG MS 39401-
LIC-02-21-020997	\$20.00	\$2.20	DANY'S DONUTS 2782 OAK GROVE ROAD B HATTIESBURG MS 39402-
LIC-02-21-020998	\$20.00	\$2.60	CLEEN-COTE, INC. 1818 EDWARDS STREET HATTIESBURG MS 394010000
LIC-02-21-020999	\$20.00	\$2.60	ARMOR INSULATIONS LLC 1818 EDWARDS STREET HATTIESBURG MS 39401-
LIC-02-21-021000	\$20.00	\$2.60	A A A STRIPE RITE, LLC 1818 EDWARDS ST HATTIESBURG MS 39401
LIC-02-21-021002	\$123.00		TOPP MCWHORTER HARVEY, PLLC 2 SOUTHERN POINTE PARKWAY STE 100 HATTIESBURG MS 39401
LIC-02-21-021004	\$42.00		ROTECH 934 BROADWAY DRIVE 30 HATTIESBURG MS 39401
LIC-02-21-021005	\$20.00		HATTIESBURG CLINIC, P.A. 712 EMERALD LANE HATTIESBURG MS 39401-
LIC-02-21-021006	\$20.00		MORRIS BART & ASSOCIATES, APLC 6 PLAZA DRIVE HATTIESBURG MS 39402-
LIC-02-21-021007	\$117.00		HATTIESBURG CLINIC PA-CANCER CENTER 301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-02-21-021008	\$30.00		SIMPLY the BEST KARE, LLC 602 ADELIN ST STE D1, D2 & D3 HATTIESBURG MS 39401
LIC-02-21-021009	\$30.00		CREATIVE KIDZ 205 METHODIST BLVD HATTIESBURG MS 39402
LIC-02-21-021010	\$39.00		H'BURG CLINIC-INTERNAL MEDICINE 4 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-02-21-021011	\$75.00		CITI TRENDS #116 104 COLEMAN BOULEVARD SAVANNAH GA 314080000

LIC-02-21-021012	\$20.00		AL BARLOW MAINTENANCE SERVICE 593 RALSTON ROAD HATTIESBURG MS
LIC-02-21-021015	\$20.00		UNIVERSITY REALTY 102 LYNNWOOD CIR HATTIESBURG MS 39402
LIC-02-21-021016	\$20.00		HERNANDEZ TIRE SHOP # 2 1523 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-02-21-021017	\$30.00		ROBERTS & ASSOCIATES P.O. BOX 1953 HATTIESBURG MS 39403
LIC-02-21-021018	\$20.00		ADAMO ENTERPRISES/EAST HARDY TIRE PO BOX 387 PETAL MS 39465-0387
LIC-02-21-021020	\$20.00		ASCLS, LLC PO BOX 17521 HATTIESBURG MS 394040000
LIC-02-21-021022	\$20.00		EAGLE FLATTS 105 DOLEAC DRIVE HATTIESBURG MS 39401
LIC-02-21-021023	\$20.00		GARY'S SMALL ENGINE 1400.5 E HARDY STREET HATTIESBURG MS 39401-
LIC-02-21-021024	\$20.00		THE BARBER STUDIO INC 102 N 38TH AV STE F HATTIESBURG MS 39401
LIC-02-21-021025	\$20.00		FOREVER YOUNG BEAUTY SALON BARBER SHOP 206 BROADWAY DR HATTIESBURG MS 39401
LIC-02-21-021030	\$20.00	\$3.60	C & J SHAVED ICE 114 SCOOPA STREET HATTIESBURG MS 39401-
LIC-02-21-021031	\$20.00		ABUNDANT LIFE SALON, LLC 1513 HARDY ST STE B HATTIESBURG MS 39401
LIC-02-21-021033	\$93.00		MISKELLY FURNITURE 101 AIRPORT RD PEARL MS 39208
LIC-02-21-021034	\$30.00		SPIRE MISSISSIPPI INC 315 MAIN ST HATTIESBURG MS 39401
LIC-02-21-021035	\$20.00		AMAY JEWELERS 3901 HARDY ST STE 50 HATTIESBURG MS 39401
LIC-02-21-021038	\$20.00		EDIBLE ARRANGEMENTS 1533 BIENVILLE BLVD OCEAN SPRINGS MS 39564
LIC-02-21-021040	\$20.00		S & S PLUMBING,LLC 60 OVERSTREET ROAD HATTIESBURG MS
LIC-02-21-021042	\$20.00		HERSKOVITS, PLLC 124 W WALNUT ST STE 6 HATTIESBURG MS 39401
LIC-02-21-021043	\$20.00		WISE CARTER CHILD & CARAWAY 601 ADELINE ST HATTIESBURG MS 39401

LIC-02-21-021044	\$36.00		ADVANCED COLLISON OF HATTIESBURG 3100 25TH AV GULFPORT MS 395010000
LIC-02-21-021045	\$20.00		HATTIESBURG TRUCK PARTS 5484 HIGHWAY 42 HATTIESBURG MS 39401-
LIC-02-21-021046	\$20.00		TIGER ROCK MARTIAL ARTS 28 MARKET COURT 40 HATTIESBURG MS 394020000
LIC-02-21-021047	\$200.00		SOUTHERN TIRE MART 6895 HWY 49 HATTIESBURG MS 39402
LIC-02-21-021050	\$500.00	\$55.00	CITY PAWN SHOP INC P O BOX 1565 HATTIESBURG MS 394031565
LIC-02-21-021051	\$100.00	\$11.00	CITY PAWN SHOP INC 211 MOBILE ST HATTIESBURG MS 39401
LIC-02-21-021052	\$20.00	\$3.00	FAST FILL MINI MART 5517 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-02-21-021053	\$15.00	\$7.50	FAST FILL MINI MART 5517 HIGHWAY 42 BYPASS HATTIESBURG MS 394010000
LIC-02-21-021054	\$20.00		BOWLINE HOME IMPROVEMENT LLC 62 LYLES RD HATTIESBURG MS 39401
LIC-02-21-021055	\$20.00		BROOKHAVEN BARBER STYLING SCHOOL 1520 ADELINE ST STE H HATTIESBURG MS 39401
LIC-02-21-021056	\$20.00		GEORGE MOORE PLUMBING 30 COURTNEY RD PETAL MS 39465-
LIC-02-21-021057	\$20.00		AFTER SCHOOL ACADEMICS & ARTS PROGRAM 106 N 38TH AVENUE HATTIESBURG MS 39401-
LIC-02-21-021058	\$20.00		HATTIESBURG PAYDAY LOAN CO INC. 1910 HARDY STREET STE 20B HATTIESBURG MS 39401-
LIC-02-21-021061	\$30.00		EXPRESS EMPLOYMENT PROFESSIONALS 4700 HARDY STREET STE P HATTIESBURG MS 39402-
LIC-02-21-021062	\$30.00		SMITH'S INC. OF DOTHAN PO BOX 1207 DOTHAN AL 36302-
133	\$4,935.00	\$144.30	

Total Collection for February

New Licenses	\$1,014.59
Renewed Licenses	\$4,935.00
Penalties	\$144.30
Grand Total	\$6,093.89



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Acknowledge receipt of a Drainage Easement from Oil Mill Square, Inc. for a portion of Lots 3 and 4 of Turtle Creek Business Park, further described as Lamar County Tax Parcel No. 051Q-12-008.000 (PPIN 17401).
File Number: 2021-249
Minute Book #

Summary

Acknowledge receipt of a Drainage Easement from Oil Mill Square, Inc. for a portion of Lots 3 and 4 of Turtle Creek Business Park, further described as Lamar County Tax Parcel No. 051Q-12-008.000 (PPIN 17401).

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, Mississippi 39403-1898Phone: (601) 545-4540Account No.:**Grantor's Address:**Oil Mill Square, Inc.39 Landing WayHattiesburg, Mississippi 39402Phone:Account No.:

DRAINAGE EASEMENT**INDEXING INSTRUCTIONS:**

A part of Lots 3 and 4 of Turtle Creek Business Park, a
Subdivision in the City of Hattiesburg, County of Lamar,
State of Mississippi

Parcel ID: 051Q-12-008.000
PPIN: 17401
108 Sheffield Loop

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

DRAINAGE EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom **OIL MILL SQUARE, INC.**, does hereby grant and convey unto the **CITY OF HATTIESBURG**, a municipal corporation, an easement over, across and upon a parcel of real property, for the construction and maintenance of drainage facilities over and across the following described property located in the City of Hattiesburg, Forrest County,

A part of Lots 3 and 4 of Turtle Creek Business Park, a Subdivision in the City of Hattiesburg, County of Lamar, State of Mississippi, as per Map or Plat on file in the Office of the Chancery Clerk of said County and State and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99997529 and a convergence angle of (minus) -0°16'34.59" at the Northwest Corner of said Subdivision, and **Commencing** at a Railroad Spike representing said Northwest Subdivision Corner and having a Grid Value of **N 663,351.80 feet** and **E 818,306.28 feet** on said East Zone Grid, thence run S00°05'31"E along the West Line of said Subdivision for 215.05 feet to a ¾ Inch Crimp Top Pin representing the Southeast Corner of a Parcel of Land as described in an Assumption Warranty Deed in Book 15M, Page 149 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, thence run S00°16'31"W along said West Subdivision Line for 40.18 feet to a ½ Inch Rebar representing the Northwest Corner of a Parcel of Land as described in a Warranty Deed in Book 17I, Page 14 of the Land Records thereof on file in the Office of the Chancery Clerk of said County and State, said Northwest Parcel Corner also being the **Point of Beginning** and having a Grid Value of **N 663,096.58 feet** and **E 818,306.43 feet** on said East Zone Grid; thence run N85°13'22"E along the North Line of said Parcel Line for 20.08 feet to a ½ Inch Rebar, thence run S00°07'28"E for 213.18 feet to a ½ Inch Rebar representing a Point on the South Line of said Parcel, thence run S45°45'52"W along said South Parcel Line for 27.85 feet to a ½ Inch Rebar representing the Southwest Corner of said Parcel and a Point on said West Subdivision Line and having a Grid Value of **N 662,865.64 feet** and **E 818,306.94 feet** on said East Zone Grid, thence run N00°07'40"W along said West Subdivision Line for 230.94 feet to the **Point of Beginning**, comprising **0.10 Acres (4,442 Square Feet)**, more or less.

We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. We hereby waive our right to just compensation and donate the use of real property herein described to the City of Hattiesburg. We further understand that we have the right to request that a fair market value appraisal of the property be made and we hereby waive that right.

The Grantee herein is given the right to do whatever may be necessary on property for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way so selected of such shrubs, trees and other vegetation as may be necessary.

WITNESS OUR SIGNATURES on this the 4th day of March, A.D., 2021.

W. J. [Signature] 3/4/21
Oil Patch Square Inc. Secretary

Signature

Date

Signature

Date

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and

state, on this 4th day of March, 2021, within my jurisdiction, thewithin named W. Holt McMullan

Instrument Signer Name

_____ and _____

Instrument Signer Name

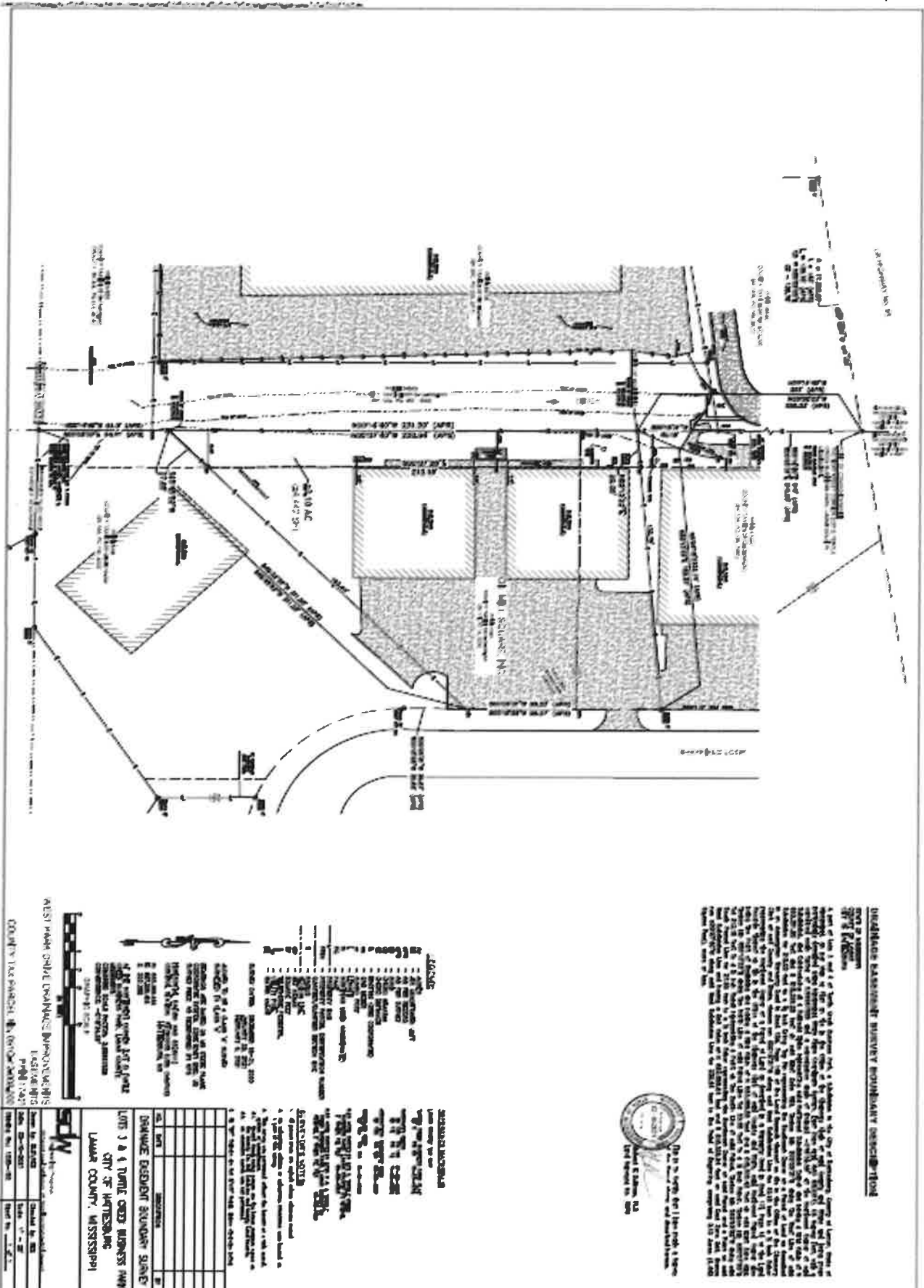
Instrument Signer Name

who acknowledged that they are Secretary of**OIL MILL SQUARE, INC.**, and that in said representative capacity they executed the above

and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLICMy commission expires Sept 21 2021





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Ginger Lowrey, Planning Administrator, Steve Mitchell
Date: Tuesday, March 16, 2021
Re: Acknowledge receipt of a Drainage Release, executed by the owners of the listed properties.

File Number: 2021-250
Minute Book #

Summary

Acknowledge receipt of a Drainage Release, executed by the owners of the listed properties releasing the City from liability for any drainage related damages which may occur due to the construction at said location of these properties.

Recommendation Statement

Please place this on the March 16, 2021 City Council meeting for consideration.

Prepared by:
City of Hattiesburg
Urban Development/Planning
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
Planning Division
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF FORREST

DRAINAGE RELEASE

WHEREAS, the undersigned Village at the Beverly II, LP are the owners of that certain property located in the City of Hattiesburg, Forrest County, Mississippi known as 111 Brady Road and more particularly described as:

A PARCEL OF LAND BEING PART OF THE NW 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 27; THENCE S89°54'27"W ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4 FOR 48.06' TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY 49; THENCE N00°07'04"W ALONG SAID EAST RIGHT OF WAY LINE FOR 22.00'; THENCE N34°37'15"W ALONG SAID EAST RIGHT OF WAY LINE FOR 6.15' TO THE NORTH RIGHT OF WAY LINE OF OLD AIRPORT ROAD; THENCE N89°53'11"E FOR 154.22' ALONG THE NORTH RIGHT OF WAY OF OLD AIRPORT ROAD; THENCE NORTH FOR 138.41'; THENCE EAST FOR 71.00'; THENCE N00°02'49"E FOR 230.58', TO THE POINT OF BEGINNING;

THENCE WEST FOR 263.45' TO THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD ALONG A CURVE TO THE RIGHT FOR 369.77', SAID CURVE HAVING A RADIUS OF 1096.30', AN INCLUDED ANGLE OF 19°19'31", AND A CHORD OF N37°59'19"E AND 368.02'; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD N46°38'07"E FOR 18.12'; THENCE LEAVING THE BRADY ROAD RIGHT OF WAY N89°51'21" FOR 58.66'; THENCE N00°05'54"W FOR 55.17' TO THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD; THENCE ALONG THE SOUTHEAST RIGHT OF WAY OF BRADY ROAD N46°38'07"E FOR 52.94'; THENCE LEAVING THE RIGHT OF WAY OF BRADY ROAD S75°52'23"E FOR 310.38'; THENCE S31°50'18"E FOR 225.84'; THENCE S10°44'48"E FOR 210.74'; THENCE N89°43'18"W FOR 68.21'; THENCE SOUTH FOR 30.50'; THENCE WEST FOR 124.50'; THENCE NORTH FOR 110.67'; THENCE WEST FOR 340.00' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 5.20 ACRES, MORE OR LESS.

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said Village at the Beverly II, LP is now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said Village at the Beverly II, LP assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 17th day of December, A.D. 2019.

Signature: 

PRINTED/TYPED NAME: Kathy Laborde

STATE OF LOUISIANA

COUNTY OF ORLEANS

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named Kathleen F. Laborde who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 17th day of December 2019, A.D.

NOTARY PUBLIC
(S E A L) Benjamin A. J. L. III

My Commission expires: at death.



Signature: Kathy Laborde

Date: 12/17/2011

Name of Development: Village at the Beverly II

Address: 111 Brady Rd Hattiesburg, MS

Owner's Name: Village at the Beverly II, LP

Address: 1626A Oreltha Castle Haley Blvd. New Orleans, LA 70113

Phone Number: (504) 525-2505 x227

Name of person responsible for carrying out preventative and maintenance procedures:

Kathy Laborde - Gulf Coast Housing Partnership, Inc.

Address: 1626A Oreltha Castle Haley Blvd. New Orleans, LA 70113

Phone Number: (504) 525-2505 x203

Prepared by:
City of Hattiesburg
Land Code Division
PO Box 1898 PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF FORREST

DRAINAGE RELEASE

WHEREAS, the undersigned Christian Tabernacle Church of the Apostolic Faith, INC. are the owners of that certain property located in the City of Hattiesburg, Forrest County, Mississippi known as Christian Tabernacle Church of the Apostolic Faith, INC. and more particularly described as:

Beginning at a point 220 yards east of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Section 26, Township 4 North, Range 13 West, and run North 70 yards; thence West 70 yards; thence South 70 yards, thence East 70 yards to the Point of Beginning, containing one (1) acre, more or less, in the Forrest County, Mississippi.

AND ALSO:

Commencing at a point 155 $\frac{1}{2}$ yards west of the Southeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 4 North, Range 13 West, Forrest County, Mississippi, and thence run North 155 $\frac{1}{2}$ yards; thence West 64 $\frac{1}{4}$ yards; thence South 155 $\frac{1}{2}$ yards; thence East 64 $\frac{1}{2}$ yards to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said Christian Tabernacle Church of the Apostolic Faith, INC. is now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said Christian Tabernacle Church of the Apostolic Faith, INC. assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 28th day of March, A.D. 2018.

Signature: Melvin Hudson
Melvin Hudson Sr.

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY, came and appeared before me, the undersigned authority in and for said state and county, the within named Melvin Hudson Sr. who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 28th day of March, A.D. 2018

NOTARY PUBLIC
(S E A L)
My Commission expires:

10-9-19



Lois E Cooley

Prepared by:
City of Hattiesburg
Land Code Division
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI
COUNTY OF FORREST

DRAINAGE RELEASE

WHEREAS, the undersigned LAWRENCE C. GUNN, JR. and MARY D. GUNN, are the owners of that certain property located in the City of Hattiesburg, Forrest County, Mississippi known as 117 Fair Lake Drive and more particularly described as:

Lots 40, 41, and 42 Block 4, Country Club Lake Estates, First Addition, Forrest County, Mississippi

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

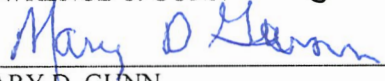
WHEREAS, said LAWRENCE C. GUNN, JR. and MARY D. GUNN are now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said LAWRENCE C. GUNN, JR. and MARY D. GUNN assume the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to us by the City of Hattiesburg, we, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 14 day of August, AD. 2017.



LAWRENCE C. GUNN


MARY D. GUNN

STATE OF MISSISSIPPI
COUNTY OF Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named LAWRENCE C. GUNN, JR. and MARY D. GUNN who acknowledged to me that they signed and delivered the above and foregoing drainage release as and for their free act and deed, on the day and year therein mentioned, and who acknowledged to me that they are the owner of the property described herein.

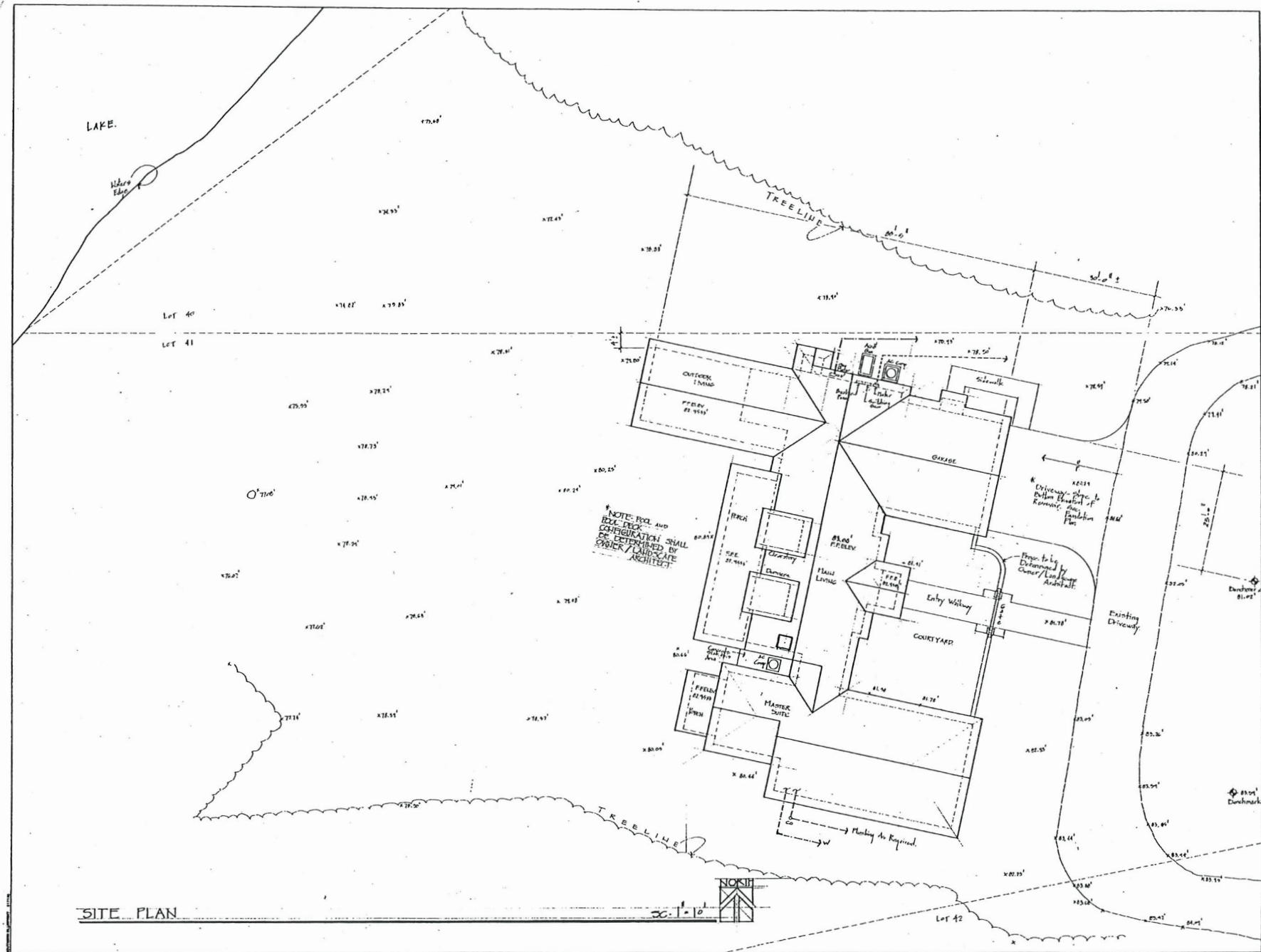
GIVEN under my hand and official seal on this the 14th day of August, A.D. 2017.



NOTARY PUBLIC

My Commission expires:





MATERIAL KEYING LEGEND

REVISION	DATE



ARCHITECTURE
11133 HOLLY BLVD. SUITE 100 • BELLINGHAM, WA 98226-2000

PROJECT NAME
GUNN RESIDENCE

DATE 7/10/17

PROJECT NO.

REVISION

DATE

PROJECT NO.

LANDMARK SURVEYING, LLC

109 Main Avenue North • P.O. Box 580 • Magee, Mississippi 39111

Phone: (601) 849-1796 • Fax: (601) 849-1797

August 10, 2017

Mr. Kevin Bates, Senior Inspector
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403

Re: Larry Gunn Residence, 117 Fair Lake Drive, Hattiesburg, Mississippi 39402

Mr. Bates:

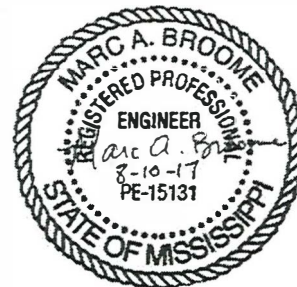
The proposed floor elevation of the residence being built at the above referenced address will be below the elevation of the public road (Fair Lake Drive) in front of the property. However, the floor elevation of the building will be slightly above the surrounding ground elevations. This will allow the surface water drainage to be directed away from the structure as shown on the site plan prepared by the architect. This should make the building safe from flooding by surface water. Also, the proposed floor elevation of the residence is higher than the sewer manholes north and south of the property. This should make the residence safe from sewer backup.

If you have any questions or need any additional information, please give me a call.

Sincerely,

Marc A. Broome

Marc A. Broome, P.E., P.L.S.



STATE OF MISSISSIPPI

COUNTY OF LAMAR

DRAINAGE RELEASE

WHEREAS, _____ the _____ undersigned
are the owners of that certain property located in the City of Hattiesburg, Forrest County, Mississippi
known as 3600 Essex Street and more particularly described as:

Lot 11, Block 1, Sunny Acres Subdivision to the City of Hattiesburg, Forrest County,
Mississippi, as per the official map or plat on file in the office of the Chancery Clerk of
Forrest county, Mississippi, in Plat Book 8 and Page 40

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858,
and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said Flanagan, LLC is now applying to the City of Hattiesburg for a building permit
to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the
condition that the said Flanagan, LLC assumes the risk of damage to said house and lot from the
surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the
City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for
and from all damages which have accrued or may in the future accrue to me, my successors, or
assignees in title to said lot by reason of surface waters which may flow from any City streets or
avenues onto, near or across said lot as described above, or which may have heretofore flowed across
said lot.

WITNESS MY SIGNATURE this the 20th day of February, A.D. 2018.

Signature:



Craig Flanagan, Managing Member

Flanagan, LLC

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named Craig Alanagan who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 20th day of February, A.D. 2018.

NOTARY PUBLIC



Marsha Lynn Lott

My Commission expires:

July 1, 2019

GREER LAW FIRM

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY

Charles E. Greer V, Esq., Charles@greerlawfirm.net

Nicole T. Lewellyn, Esq., Nicole@greerlawfirm.net

Jessica B. Vaughn, Esq., Jessica@greerlawfirm.net

R. Keith Ball, Jr., Esq., Keith@greerlawfirm.net

September 11, 2015

Craig Flanagan
28 Power Lane
Hattiesburg, MS 39402

RE: Purchase
3600 Essex Street
Hattiesburg, MS 39401
File No. P15F-905

INDEXING INSTRUCTIONS: Lot 11, Block 1, Sunny Acres, Forrest County, Mississippi

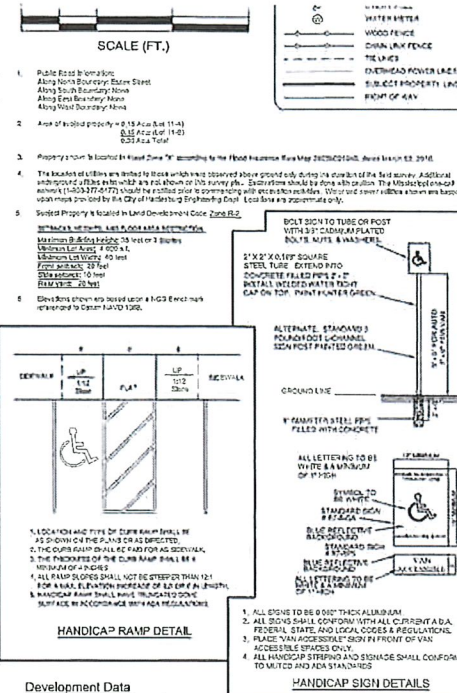
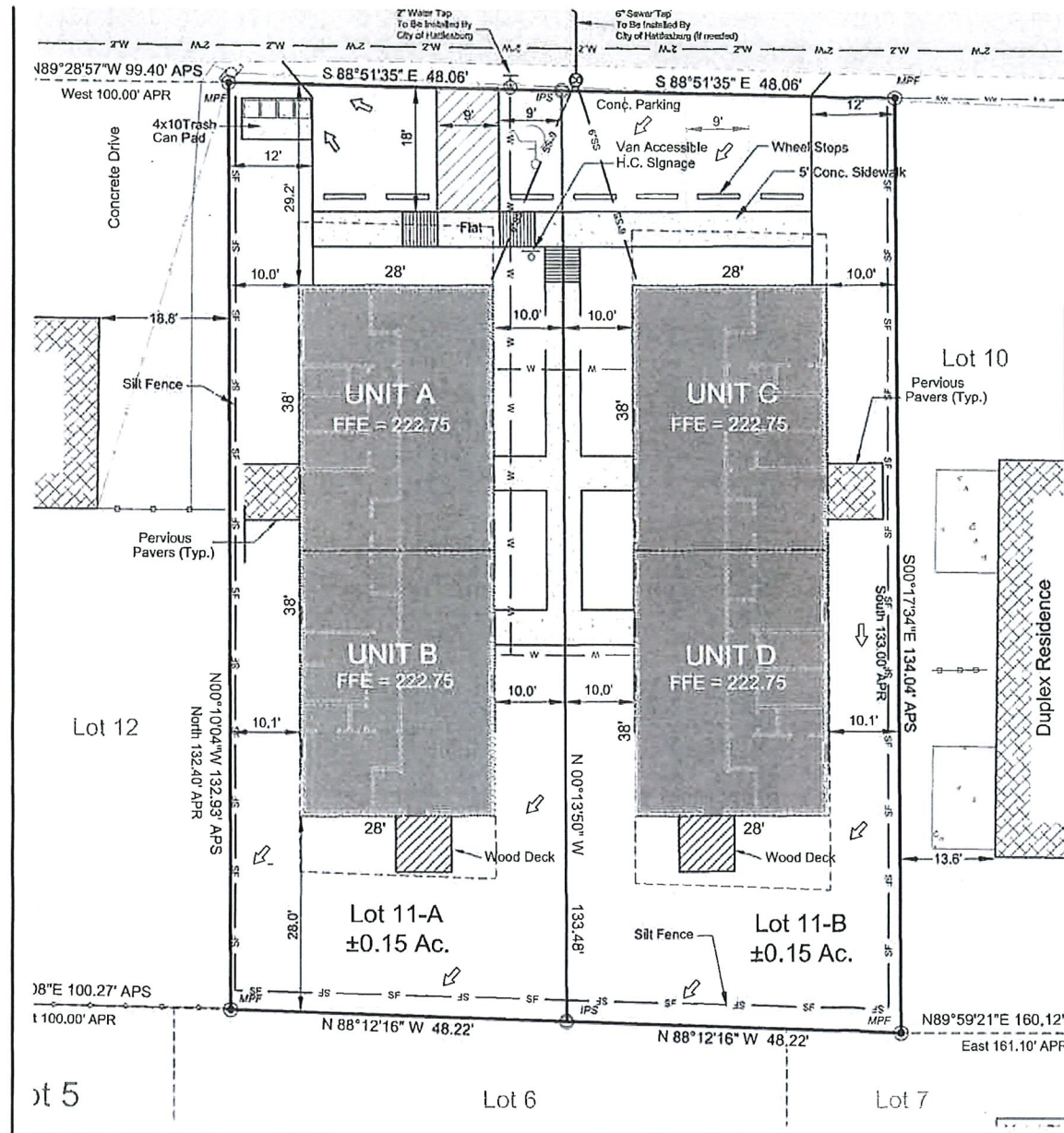
CERTIFICATE OF TITLE

I, Nicole T. Lewellyn, attorney-at-law, of the City of Hattiesburg, Mississippi, do hereby certify that I have this day examined the public records of the County of Forrest, State of Mississippi, for the prior thirty-two (32) years, insofar as they affect the title to the real property based upon those instruments properly indexed in the Sectional Indices in the above named Office, and described as follows, to-wit:

Lot 11, Block 1, Sunny Acres Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 8 at Page 40; together with all improvements and appurtenances thereunto belonging.

Based on such examination, it is my opinion that a good, fee simple and marketable title to the hereinabove described real property is vested in CZ, Inc, a Florida Corporation.

102 East Pine Street
Ellisville, MS 39402
Telephone: 601.477.3868
Facsimile: 601.477.3870
www.greerlawfirm.net

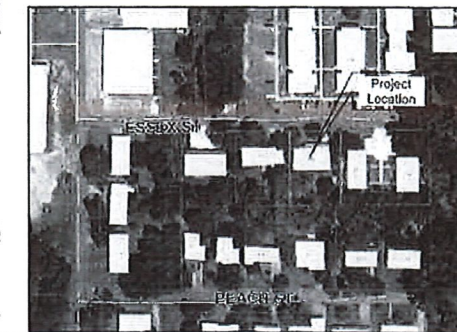


Development Data
 Dwelling Units Per Lot: 2
 Total Land Area (both lots): 12,847 s.f.
 Original Impervious Area: 2,650 s.f. (20.6%)
 Proposed Impervious Area: 6,363 s.f. (49.7%)

Parking Data
 # Units: 4
 Parking Req'd.: 1.25/unit
 # Parking Spaces Req'd.: 6
 # Parking Spaces Provided: 7

Revised April 12, 2019

Vicinity Map
 NOT TO SCALE



Clearpoint
 CONSULTING ENGINEERS, P.A.
 6552 US Highway 90 | Hattiesburg, MS 39402
 1-601-261-2609 | 1-601-261-5573 | clearpointengineers.com

PREPARED FOR:
 Flanagan, LLC
 P.O. Box 15033
 Hattiesburg, MS 39404

Site Plan
 Craig Flanagan Duplexes
 3600 Essex Street
 Hattiesburg, Forrest County, Mississippi

SHEET NO.
C1

RECEIVED
 APR 25 2019

Prepared by:
City of Hattiesburg
Urban Development/Planning
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
Planning Division
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF LAMAR

DRAINAGE RELEASE

WHEREAS, the undersigned Mack Crubbs are the owners of that certain property located in the City of Hattiesburg, County, Mississippi known as _____ and more particularly described as:

Lot 44-Rolling Hills Subdivision

PB 1/115

S/T/R 08-04N-14W

Rolling Hills @ Lake Serene

DB 16D DP 152

Lamar County Tax Records as parcel No 053R-08-048

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said Mack Crubbs Hyundai LLCs now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said Mack Crubbs Hyundai assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by waverlyreason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 15th day of Feb, A.D. 2021.

Signature: Mack Grubbs

PRINTED/TYPED NAME: MAck Grubbs

STATE OF Mississippi

COUNTY OF Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 15th day of Feb, A.D.

NOTARY PUBLIC
(S E A L)

My Commission expires:

June 21, 2024
April Bonilla



Date: 2-15-21

Name of Development: MAck CRubbs CAR Wash - OIL CHANGE

Address: 6507 Hwy 98 HATTIESBURG, MS. 39402

Owner's Name: MAck CRubbs - MGM PARTNERSHIP #3

Address: 6507 Hwy 98 HATTIESBURG, MS. 39402

Phone Number: 601-705-0790

Name of person responsible for carrying out preventative and maintenance procedures:

MAck CRubbs

Address: 199 WEST CANEBRAKE HATTIESBURG, MS. 39402

Phone Number: 601-705-0790

Mack Crubbs
Signature

Signature



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: Andrew Ellard

DATE: March 16, 2021

RE: Acknowledge Receipt of Drainage Releases

The Department of Urban Development requests acknowledgement of receipt of notarized Drainage Release forms, executed by the owners of the following listed properties releasing the City from liability for any drainage related damages which may occur due to the construction at said location of these properties.

	Address	PPIN	Owner
1.	111 Brady Road	29647	Village at the Beverly II. LP
2.	145 Old Airport Rd	6791	Christian Tabernacle Church of the Apostolic Faith, INC.
3.	117 Fair Lake Drive	9811	Lawrence C. Gunn Jr.; Mary D. Gunn
4.	3600 Essex St	24147	Flanagan, LLC.
5.	6507 US HWY 98 (Lamar County)	9230	Mack Grubbs Hyundai, LLC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 16, 2021

Re: Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2020, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.
File Number: 2021-271
Minute Book #

Summary

Recommendation Statement

Please place this on the March 16, 2021 City Council meeting for consideration.

Hattiesburg Public School District

Audited Financial Statements
For the Year Ended June 30, 2020

Hattiesburg Public School District
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INDEPENDENT AUDITOR'S REPORT

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SUZANNE E. SMITH, CPA, PLLC

AUDITING AND ACCOUNTING SERVICES

sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT

Superintendent and School Board
Hattiesburg Public School District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District, as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

POST OFFICE BOX 1563
STARKVILLE, MS 39760
PHONE: 601-938-5717

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, the Schedule of the District's Proportionate Share of the Net Pension Liability, the Schedule of District Contributions (PERS), the Schedule of the District's Proportionate Share of the Net OPEB Liability, and the Schedule of District Contributions (OPEB) on pages 11-18, 59, 61, 63, 65, and 67, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Public School District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds, and the other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years are presented for purposes of additional analysis and are not a required part of the basic financial statements.

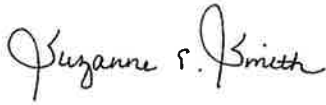
The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

The other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2021, on our consideration of the Hattiesburg Public School District's internal control over financial reporting

and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hattiesburg Public School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Hattiesburg Public School District's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Suzanne E. Smith".

Suzanne E. Smith, CPA, PLLC
Starkville, Mississippi
January 15, 2021

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

The following discussion and analysis of Hattiesburg Public School District's financial performance provides an overview of the School District's financial activities for the year ended June 30, 2020. The intent of this discussion and analysis is to look at the School District's performance as a whole. Readers are encouraged to review the financial statements and the notes to the financial statements to enhance their understanding of the School District's financial performance.

FINANCIAL HIGHLIGHTS

- Total net position for 2020 increased \$9,173,074, including a prior period adjustment of (\$64,185) and a fund reclassification of \$26,257, which represents a 40% increase from fiscal year 2019. Total net position for 2019 increased \$7,340,201, which represents a 24% increase from fiscal year 2018.
- General revenues amounted to \$39,774,665 and \$40,034,235, or 77% and 79% of all revenues for fiscal years 2020 and 2019, respectively. Program specific revenues in the form of charges for services and grants and contributions accounted for \$11,846,854, or 23% of total revenues for 2020, and \$10,898,837, or 21% of total revenues for 2019.
- The District had \$42,410,517 and \$43,592,871 in expenses for fiscal years 2020 and 2019; only \$11,846,854 for 2020 and \$10,898,837 for 2019 of these expenses was offset by program specific charges for services, grants and contributions. General revenues of \$39,774,665 for 2020 and \$40,034,235 for 2019 were adequate to provide for these programs.
- Among major funds, the General Fund had \$38,082,481 in revenues and \$32,334,545 in expenditures for 2020, and \$37,382,268 in revenues and \$32,253,816 in expenditures in 2019. The General Fund's fund balance increased by \$4,766,603, including a prior period adjustment of \$45,588 and a fund reclassification of \$26,257, from 2019 to 2020, and increased by \$4,451,564 from 2018 to 2019.
- Capital assets, net of accumulated depreciation, increased by \$11,778,192, including a prior period adjustment of (\$107,835) for 2020 and increased by \$872,042 for 2019. The increase for 2020 was due to the increase in construction and renovation projects in progress.
- Long-term debt, including the liability for compensated absences, increased by \$274,456 for 2020 and increased by \$20,635,677 for 2019. The liability for compensated absences increased by \$209,456 for 2020 and increased by \$4,947 for 2019.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the District's basic financial statements, which include government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains required supplementary information, supplementary information, and other information.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the District's finances. These statements consist of the Statement of Net Position and the Statement of Activities, which are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position presents information on all the District's nonfiduciary assets, deferred outflows, liabilities, and deferred inflows, with the differences between them reported as "net position." Over

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial position is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, non-instructional, sixteenth section, pension expense, OPEB expense, and interest on long-term liabilities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are governmental funds.

Governmental funds – All of the District's general activities are reported in its governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental funds are accounted for using the modified accrual basis of accounting and the flow of current financial resources measurement focus. The approach focuses on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at year end. The governmental fund statements provide a detailed view of the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may gain a better understanding of the long-term impact of the District's near-term financing decisions. The governmental funds Balance Sheet is reconciled to the Statement of Net Position, and the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances is reconciled to the Statement of Activities to facilitate this comparison between governmental funds and governmental activities.

The District maintains individual governmental funds in accordance with the *Financial Accounting Manual for Mississippi Public School Districts*. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for all major funds. All non-major funds are combined and presented in these reports as other governmental funds.

Reconciliation of Government-wide and Fund Financial Statements

The financial statements include two schedules that reconcile the amounts reported on the governmental funds financial statements (modified accrual basis of accounting) with government-wide financial statements (accrual basis of accounting). The following summarizes the major differences between the two statements:

Capital assets used in governmental activities are not reported on governmental funds financial statements.

Capital outlay spending results in capital assets on government-wide financial statements, but is

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

reported as expenditures on the governmental funds financial statements.

Bond and note proceeds result in liabilities on government-wide financial statements, but are recorded as other financing sources on the governmental funds financial statements.

A net pension liability and net OPEB liability result in liabilities on the government-wide financial statements but are not reported on governmental funds financial statements.

Certain other outflows represent either increases or decreases in liabilities on the government-wide financial statements, but are reported as expenditures on the governmental funds financial statements.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents budgetary comparison schedules, Schedule of the District's Proportionate Share of the Net Pension Liability, Schedule of District Contributions (PERS), Schedule of the District's Proportionate Share of the Net OPEB Liability, and Schedule of District Contributions (OPEB) as required supplementary information. The District adopts an annual operating budget for all governmental funds. A budgetary comparison schedule has been provided for the General Fund as required by the Governmental Accounting Standards Board.

Supplementary Information

Additionally, a Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and a Schedule of Instructional, Administrative and Other Expenditures for governmental funds can be found in this report.

Other Information

Although not a required part of the basic financial statements, the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years, is presented for purposes of additional analysis as required by the Mississippi Department of Education.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position

Net position may serve over time as a useful indicator of the District's financial position. Liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$13,512,914 as of June 30, 2020.

The District's financial position is a product of several financial transactions including the net result of activities, the acquisition and payment of debt, the acquisition and disposal of capital assets and the depreciation of capital assets.

Table 1 presents a summary of the District's net position at June 30, 2020 and June 30, 2019.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

Table 1
Condensed Statement of Net Position

	June 30, 2020	June 30, 2019	Percentage Change
Current assets	\$ 28,723,774	\$ 41,566,746	-30.90 %
Restricted assets	16,235,433	5,561,460	191.93 %
Capital assets, net	42,093,458	30,315,266	38.85 %
Total assets	87,052,665	77,443,472	12.41 %
 Deferred outflows of resources	 5,028,634	 4,125,268	 21.90 %
 Current liabilities	 4,813,790	 1,243,010	 287.27 %
Long-term debt outstanding	29,956,471	29,682,015	0.92 %
Net pension liability	63,199,691	61,392,296	2.94 %
Net OPEB liability	4,115,437	3,800,249	8.29 %
Total liabilities	102,085,389	96,117,570	6.21 %
 Deferred inflows of resources	 3,508,824	 8,137,158	 -56.88 %
 Net position:			
Net investment in capital assets	25,989,384	4,321,266	501.43 %
Restricted	10,187,573	38,616,111	-73.62 %
Unrestricted	(49,689,871)	(65,623,365)	24.28 %
Total net position	\$ (13,512,914)	\$ (22,685,988)	40.43 %

Additional information on unrestricted net position:

In connection with the application of standards on accounting and financial reporting for pensions and OPEB, management presents the following additional information:

Total unrestricted net position (deficit)	(\$ 49,689,871)
Less unrestricted deficit in net position resulting from recognition of the net pension liability and net OPEB liability including the related deferred outflows and deferred inflows	65,795,318
Unrestricted net position, exclusive of the net pension liability and net OPEB liability effect	<u>\$ 16,105,447</u>

The following are significant current year transactions that have had an impact on the Statement of Net Position.

- Decrease in current assets of \$12,842,972 and an increase in restricted assets of \$10,673,973.
- Increase in net capital assets in the amount of \$11,778,192.
- Increase in long-term debt outstanding of \$274,456.
- Increase in net pension liability of \$1,807,395.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

Changes in net position

The District's total revenues for the fiscal years ended June 30, 2020 and June 30, 2019 were \$51,621,519 and \$50,933,072, respectively. The total cost of all programs and services was \$42,410,517 for 2020 and \$43,592,871 for 2019.

Table 2 presents a summary of the changes in net position for the fiscal years ended June 30, 2020 and June 30, 2019.

**Table 2
Changes in Net Position**

	Year Ended June 30, 2020	Year Ended June 30, 2019	Percentage Change
Revenues:			
Program revenues:			
Charges for services	\$ 421,226	\$ 344,393	22.31 %
Operating grants and contributions	11,384,033	10,554,444	7.86 %
Capital grants and contributions	41,595	-	N/A %
General revenues:			
Property taxes	20,167,175	19,935,259	1.16 %
Grants and contributions not restricted	18,539,063	18,871,647	(1.76) %
Investment earnings	653,253	777,321	(15.96) %
Sixteenth section sources	126,162	136,046	(7.27) %
Other	289,012	313,962	(7.95) %
Total revenues	51,621,519	50,933,072	1.35 %
Expenses:			
Instruction	21,778,992	21,172,027	2.87 %
Support services	15,758,424	15,620,737	0.88 %
Non-instructional	2,613,892	2,856,469	(8.49) %
Sixteenth section	32,708	30,273	8.04 %
Pension expense	790,583	3,540,840	(77.67) %
OPEB expense	158,725	114,525	38.59 %
Interest on long-term liabilities	1,277,193	258,000	395.04 %
Total expenses	42,410,517	43,592,871	(2.71) %
Increase (Decrease) in net position	9,211,002	7,340,201	25.49 %
Net Position, July 1, as previously reported	(22,685,988)	(30,026,189)	24.45 %
Prior Period Adjustments	(64,185)	-	N/A %
Fund Reclassification	26,257	-	N/A %
Net Position, July 1, as restated	(22,723,916)	(30,026,189)	24.32 %
Net Position, June 30	\$ (13,512,914)	\$ (22,685,988)	40.43 %

Governmental activities

The following table presents the cost of seven major District functional activities: instruction, support services, non-instructional, sixteenth section, pension expense, OPEB expense and interest on long-term liabilities. The table also shows each functional activity's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost presents the financial burden that was placed on the State and District's taxpayers by each of these functions.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

Table 3
Net Cost of Governmental Activities

	Total Expenses		Percentage Change
	2020	2019	
Instruction	\$ 21,778,992	\$ 21,172,027	2.87 %
Support services	15,758,424	15,620,737	0.88 %
Non-instructional	2,613,892	2,856,469	(8.49) %
Sixteenth section	32,708	30,273	8.04 %
Pension Expense	790,583	3,540,840	(77.67) %
OPEB Expense	158,725	114,525	38.59 %
Interest on long-term liabilities	1,277,193	258,000	395.04 %
Total expenses	\$ 42,410,517	\$ 43,592,871	(2.71) %

	Net (Expense) Revenue		Percentage Change
	2020	2019	
Instruction	\$ (16,944,479)	\$ (17,112,646)	0.98 %
Support services	(11,785,145)	(12,341,513)	4.51 %
Non-instructional	283,173	703,763	(59.76) %
Sixteenth section	(32,708)	(30,273)	(8.04) %
Pension Expense	(790,583)	(3,540,840)	77.67 %
OPEB Expense	(158,725)	(114,525)	(38.59) %
Interest on long-term liabilities	(1,135,196)	(258,000)	(340.00) %
Total net (expense) revenue	\$ (30,563,663)	\$ (32,694,034)	6.52 %

- Net cost of governmental activities [(\$30,563,663) for 2020 and (\$32,694,034) for 2019] was financed by general revenue, which is primarily made up of property taxes (\$20,167,175 for 2020 and \$19,935,259 for 2019) and state and federal revenues (\$18,539,063 for 2020 and \$18,871,647 for 2019). In addition, there was \$126,162 and \$136,046 in Sixteenth Section sources for 2020 and 2019, respectively.
- Investment earnings amounted to \$653,253 for 2020 and \$777,321 for 2019.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on current inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The financial performance of the District as a whole is reflected in its governmental funds. As the District completed the year, its governmental funds reported a combined fund balance of \$40,479,809, a decrease of \$5,516,888, which includes a prior period adjustment of \$43,650, a fund reclassification of \$26,257, and an increase in inventory of \$17,826. \$7,561,603 or 19% of the fund balance is unassigned, which represents the residual classification for the General Fund's fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The remaining fund balance of \$32,918,206 or 81% is either nonspendable, restricted, committed or assigned to indicate that it is not available for spending except only for the purposes to which it is restricted,

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

committed or assigned. The General Fund is the principal operating fund of the District. The increase in fund balance in the General Fund for the fiscal year was \$4,766,603, which included a prior period adjustment of \$45,588 and a fund reclassification of \$26,257. The fund balance of Other Governmental Funds showed an increase in the amount of \$1,272,865, which included a prior period adjustment of (\$1,938) and an increase in reserve for inventory of \$17,826. The increase (decrease) in the fund balances for the other major funds were as follows:

<u>Major Fund</u>	<u>Increase (Decrease)</u>
Construction FY 19 Bond Issue Fund	\$ (11,556,356)

BUDGETARY HIGHLIGHTS

During the year, the District revised the annual operating budget. Budget revisions were made to address and correct the original budgets to reflect more accurately the sources and uses of funding for the School District.

A schedule showing the original and final budget amounts compared to the District's actual financial activity for the General Fund is provided in this report as required supplementary information.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. As of June 30, 2020, the District's total capital assets were \$67,638,402, including land, construction in progress, school buildings, building improvements, buses, other school vehicles, and furniture and equipment. This amount represents an increase of \$11,880,344, which includes a prior period adjustment of (\$539,179), from 2019. Total accumulated depreciation as of June 30, 2020, was \$25,544,944, and total depreciation expense for the year was \$1,282,021, resulting in total net capital assets of \$42,093,458.

Table 4
Capital Assets, Net of Accumulated Depreciation

	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>Percentage Change</u>
Land	\$ 522,861	\$ 522,861	0.00 %
Construction in Progress	11,839,849	1,292,514	816.03 %
Buildings	21,164,837	21,884,614	(3.29) %
Building improvements	2,837,310	1,015,517	179.40 %
Improvements other than buildings	3,986,871	4,082,923	(2.35) %
Mobile equipment	1,479,172	1,225,712	20.68 %
Furniture and equipment	262,558	291,125	(9.81) %
Total	\$ 42,093,458	\$ 30,315,266	38.85 %

Additional information on the District's capital assets can be found in Note 5 included in this report.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2020

Debt Administration. At June 30, 2020, the District had \$29,956,471 in outstanding long-term debt, \$985,000 of which is due within one year. The liability for compensated absences increased \$209,456 from the prior year.

Table 5
Outstanding Long-Term Debt

	June 30, 2020	June 30, 2019	Percentage Change
General obligation bonds payable	\$ 21,665,000	\$ 22,190,000	(2.37) %
Three mill limited tax notes payable	1,870,000	1,280,000	46.09 %
Qualified school construction bonds payable	6,000,000	6,000,000	0.00 %
Compensated absences payable	421,471	212,015	98.79 %
Total	\$ 29,956,471	\$ 29,682,015	0.92 %

Additional information on the District's long-term debt can be found in Note 6 included in this report.

CURRENT ISSUES

The Hattiesburg Public School District is financially stable. The District is proud of its community support of the public schools. The District has committed itself to financial excellence for many years. The District plans to continue its sound fiscal management to meet the challenges of the future.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have any questions about this report or need additional financial information, contact the Superintendent's Office of the Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, Mississippi 39403.

FINANCIAL STATEMENTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Net Position
June 30, 2020

Exhibit A

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 26,276,709
Due from other governments	2,325,074
Prepaid items	39,917
Inventories	82,074
Restricted assets	16,235,433
Capital assets, net of accumulated depreciation:	42,093,458
Total Assets	87,052,665
Deferred Outflows of Resources	
Deferred outflows - pensions	4,550,663
Deferred outflows - OPEB	477,971
Total deferred inflows of resources	5,028,634
Liabilities	
Accounts payable and accrued liabilities	4,422,230
Accrued interest payable	334,392
Unearned revenue	57,168
Long-term liabilities, due within one year:	
Capital related liabilities	809,500
Non-capital related liabilities	175,500
Net OPEB liability	149,931
Long-term liabilities, due beyond one year:	
Capital related liabilities	25,396,500
Non-capital related liabilities	3,574,971
Net pension liability	63,199,691
Net OPEB liability	3,965,506
Total Liabilities	102,085,389
Deferred Inflows of Resources	
Deferred inflows - pensions	2,953,188
Deferred inflows - OPEB	555,636
Total deferred inflows of resources	3,508,824
Net Position	
Net investment in capital assets	25,989,384
Restricted for:	
Expendable:	
School-based activities	1,924,843
Debt service	5,154,970
Unemployment benefits	47,940
Non-expendable:	
Sixteenth section	3,059,820
Unrestricted	(49,689,871)
Total Net Position	\$ (13,512,914)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Activities

For the Year Ended June 30, 2020

Exhibit B

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities:				
Instruction	\$ 21,778,992	304,087	4,530,426	(16,944,479)
Support services	15,758,424	54,002	3,919,277	(11,785,145)
Non-instructional	2,613,892	63,137	2,792,333	283,173
Sixteenth section	32,708			(32,708)
Pension expense	790,583			(790,583)
OPEB expense	158,725			(158,725)
Interest on long-term liabilities	1,277,193		141,997	(1,135,196)
Total Governmental Activities	\$ 42,410,517	421,226	11,384,033	(30,563,663)
General Revenues:				
Taxes:				
General purpose levies				17,785,423
Debt service levies				2,381,752
Unrestricted grants and contributions:				
State				18,469,943
Federal				69,120
Unrestricted investment earnings				653,253
Sixteenth section sources				126,162
Other				289,012
Total General Revenues				39,774,665
Change in Net Position				9,211,002
Net Position - Beginning, as previously reported				(22,685,988)
Prior Period Adjustments				(64,185)
Fund Reclassification				26,257
Net Position - Beginning, as restated				(22,723,916)
Net Position - Ending				\$ (13,512,914)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Balance Sheet
June 30, 2020

Exhibit C

	Major Funds			
	General	Construction	Other	Total
	Fund	FY 19 Bond Issue	Governmental	Governmental
		Fund	Funds	Funds
Assets				
Cash and cash equivalents	\$ 20,347,457	11,936,902	4,388,606	36,672,965
Cash with fiscal agents			2,114,298	2,114,298
Investments			3,712,832	3,712,832
Accrued interest			12,047	12,047
Due from other governments	678,731		1,646,343	2,325,074
Due from other funds	1,314,893		1,576	1,316,469
Advance to other funds			813,926	813,926
Inventories			82,074	82,074
Prepaid items	39,917			39,917
Total assets	22,380,998	11,936,902	12,771,702	47,089,602
Liabilities and Fund Balances				
Liabilities:				
Accounts payable and accrued liabilities	1,776,370	1,834,976	799,356	4,410,702
Due to other funds	1,576		1,314,893	1,316,469
Advances from other funds	813,926			813,926
Unearned revenue			57,168	57,168
Other payables	11,528			11,528
Total Liabilities	2,603,400	1,834,976	2,171,417	6,609,793
Fund Balances:				
Nonspendable:				
Prepaid items	39,917			39,917
Inventory			82,074	82,074
Permanent fund principal			2,245,894	2,245,894
Advances			813,926	813,926
Restricted:				
Debt service			5,489,362	5,489,362
Capital improvements		10,101,926		10,101,926
Grant activities			1,802,852	1,802,852
Unemployment benefits			47,940	47,940
Assigned:				
Student activities	222,912			222,912
Instructional activities	41,871			41,871
Technology projects	84,645			84,645
Capital improvements	11,826,650		5,844	11,832,494
Unemployment benefits			74,702	74,702
Expendable interest income in permanent fund			37,691	37,691
Unassigned	7,561,603			7,561,603
Total Fund Balances	19,777,598	10,101,926	10,600,285	40,479,809
Total liabilities and fund balances	\$ 22,380,998	11,936,902	12,771,702	47,089,602

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2020**

Exhibit C-1

Total fund balances for governmental funds \$ 40,479,809

Amounts reported for governmental activities in the statement of Net Position are different because:

1. Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:

Land	\$ 522,861	
Construction in progress	11,839,849	
Buildings	38,274,924	
Building improvements	3,589,748	
Improvements other than buildings	6,867,919	
Mobile equipment	3,508,129	
Furniture and equipment	3,034,972	
Accumulated depreciation	<u>(25,544,944)</u>	42,093,458

2. Some liabilities, including net position obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net pension liability (63,199,691)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to pensions	4,550,663	
Deferred inflows of resources related to pensions	<u>(2,953,188)</u>	(61,602,216)

3. Some liabilities, including net OPEB obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net OPEB liability (4,115,437)

Deferred outflows and inflows of resources related to OPEB are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to OPEB	477,971	
Deferred inflows of resources related to OPEB	<u>(555,636)</u>	(4,193,102)

4. Long-term liabilities and related accrued interest are not due and payable in the current period and therefore are not reported in the funds:

General obligation bonds	(21,665,000)	
Three mill limited tax notes payable	(1,870,000)	
Qualified school construction bonds payable	(6,000,000)	
Compensated absences	(421,471)	
Accrued interest payable	<u>(334,392)</u>	(30,290,863)

Net Position of governmental activities \$ (13,512,914)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2020

Exhibit D

	Major Funds			
	General	Construction	Other	Total
	Fund	FY 19 Bond Issue Fund	Governmental Funds	Governmental Funds
Revenues:				
Local sources	\$ 18,462,086	225,140	2,733,333	21,420,559
State sources	19,387,472		1,740,218	21,127,690
Federal sources	101,960		8,735,041	8,837,001
Sixteenth section sources	130,963		96,852	227,815
Total Revenues	38,082,481	225,140	13,305,444	51,613,065
Expenditures:				
Instruction	18,721,124		5,191,031	23,912,155
Support services	13,405,129	51,669	3,437,313	16,894,111
Noninstructional services	1,622		2,731,509	2,733,131
Sixteenth section	32,708			32,708
Facilities acquisition and construction	138,797	11,729,827	816,329	12,684,953
Debt service:				
Principal			735,000	735,000
Interest	35,165		1,019,137	1,054,302
Other			4,500	4,500
Total Expenditures	32,334,545	11,781,496	13,934,819	58,050,860
Excess (Deficiency) of Revenues over (under) Expenditures	5,747,936	(11,556,356)	(629,375)	(6,437,795)
Other Financing Sources (Uses):				
Proceeds of notes			800,000	800,000
Insurance loss recovery	18,420			18,420
Sale of transportation equipment	6,300			6,300
Sale of other property	8,454			8,454
Transfer in to escrow agent			521,930	521,930
Operating transfers in	280,319		1,366,671	1,646,990
Operating transfers out	(1,366,671)		(280,319)	(1,646,990)
Transfer to QSCB escrow agent			(521,930)	(521,930)
Total Other Financing Sources (Uses)	(1,053,178)	0	1,886,352	833,174
Net Change in Fund Balances	4,694,758	(11,556,356)	1,256,977	(5,604,621)
Fund Balances:				
July 1, 2019, as previously reported	15,010,995	21,658,282	9,327,420	45,996,697
Prior period adjustments	45,588		(1,938)	43,650
Fund Reclassification	26,257			26,257
July 1, 2019, as restated	15,082,840	21,658,282	9,325,482	46,066,604
Increase (Decrease) in reserve for inventory			17,826	17,826
June 30, 2020	\$ 19,777,598	10,101,926	10,600,285	40,479,809

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended June 30, 2020**

Exhibit D-1

Net change in fund balances - total governmental funds \$ (5,604,621)

Amounts reported for governmental activities in the statement of activities are different because::

1. Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:

Capital outlay	\$ 13,383,378	
Depreciation expense	<u>(1,282,021)</u>	12,101,357

2. In the statement of activities, only the gain/loss on the sale of assets is reported, while in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in Net Position differs from the change in fund balance by the cost of the assets sold.

	<u>(215,330)</u>	(215,330)
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3. The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on Net Position. Also, governmental funds report the effect of premiums, discounts and the difference between the carrying value of refunded debt and the acquisition cost of refunded debt when debt is first issued. These amounts are deferred and amortized in the statement of activities:

Notes issued	(800,000)	
Payments of debt principal	735,000	
Accrued interest payable	<u>(222,891)</u>	(287,891)

4. Some items relating to pensions and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

Pension expense	(790,583)	
Contributions subsequent to the measurement date	<u>4,208,493</u>	3,417,910

5. Some items relating to OPEB and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

OPEB expense	(158,725)	
Contributions subsequent to the measurement date	<u>149,931</u>	(8,794)

6. Some items reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in governmental funds. These activities include:

Change in inventory reserve	17,826	
Change in compensated absences	<u>(209,456)</u>	(191,630)

7. Rounding	<u>1</u>	1
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Change in Net Position of governmental activities	<u><u>\$ 9,211,002</u></u>	
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The notes to the financial statements are an integral part of this statement.

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NOTES TO THE FINANCIAL STATEMENTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of the school district have been prepared in conformity with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles. The most significant of the school district's accounting policies are described below.

A. Financial Reporting Entity

As defined by accounting principles generally accepted in the United States of America, the school district is considered an "other stand-alone government." The school district is a related organization of, but not a component unit of, the city of Hattiesburg, Mississippi, since the governing authority of the city selects a majority of the school district's board but does not have financial accountability for the school district.

For financial reporting purposes, Hattiesburg Public School District has included all funds and organizations. The District has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the District to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the District.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements – The Statement of Net Position and the Statement of Activities report information on all of the non-fiduciary activities of the District. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for support.

The Statement of Net Position presents the District's non-fiduciary assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. Net position is reported in three categories:

1. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding balances of bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants, contributions and interest restricted to meeting the operational or capital requirements of a particular function. Property taxes and other items not included among program revenues are reported instead as general revenues.

Fund Financial Statements – Separate financial statements are provided for governmental funds. Major individual governmental funds are reported in separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as other governmental funds.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

The school district reports the following major governmental funds:

General Fund - This is the school district's primary operating fund. The general fund is used to account for and report all financial resources not accounted for and reported in another fund.

Construction FY 19 Bond Issue Fund – This is a capital projects fund that accounts for the proceeds of the General Obligation Bond Series 2019 and related facilities acquisition and construction expenditures associated with the bond issue.

All other governmental funds not meeting the criteria established for major funds are presented in the other governmental column of the fund financial statements.

Additionally, the school district reports the following fund types:

GOVERNMENTAL FUNDS

Special Revenue Funds - Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds - Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service Funds - Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent Funds - Permanent Funds are used to account for and report resources that are restricted to the extent that only earnings, and not the principal, may be used for purposes that support the district's programs.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred or economic asset used, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and judgments, are recorded only when payment is due.

Federal grants and assistance awards made on the basis of entitlement periods are recorded as receivables and revenues when entitlement occurs. Federal reimbursement type grants are recorded as revenues when the related expenditures are recognized. Use of grant resources is conditioned upon compliance with terms of the grant agreements and applicable federal regulations, which include subjecting grants to financial and compliance audits.

Property taxes, intergovernmental revenues (shared revenues, grants and reimbursements from other governments) and interest associated with the current fiscal period are all considered to be susceptible to accrual.

Ad valorem property taxes are levied by the governing authority of the city on behalf of the school district based upon an order adopted by the school board of the school district requesting an ad valorem tax effort in dollars. Since the taxes are not levied and collected by the school district, the revenues to be generated by the annual levies

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

are not recognized until the taxes are actually collected by the tax levying authority.

Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

The effect of inter-fund activity has been eliminated from the government-wide statements.

Revenues from the Mississippi Adequate Education Program are appropriated on a fiscal year basis and are recorded at the time the revenues are received from the State of Mississippi.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing, and Financial Reporting*, issued in 2012 by the Government Finance Officers Association and are consistent with the broad classifications recommended in *Financial Accounting for Local and State School Systems, 2014*, issued by the U.S. Department of Education.

D. Encumbrances

An encumbrance system is maintained to account for commitments or assignments resulting from approved purchase orders, work orders and contracts. However, the school district attempts to liquidate all encumbrances at year-end. Encumbrances outstanding at year-end are not reported within committed or assigned fund balances.

E. Assets, liabilities, deferred outflows/inflows, and net position/fund balances

1. Cash, Cash equivalents and Investments

Cash and cash equivalents

The district's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The school district deposits excess funds in the financial institutions selected by the school board. State statutes specify how these depositories are to be selected.

Investments

The school district can invest its excess funds, as permitted by Section 29-3-113, Miss. Code Ann. (1972), in interest-bearing deposits or other obligations of the types described in Section 27-105-33, Miss. Code Ann. (1972), or in any other type investment in which any other agency, instrumentality or subdivision of the State of Mississippi may invest, except that 100% of said funds are authorized to be so invested.

For accounting purposes, certificates of deposit are classified as investments if they have an original maturity greater than three months when acquired.

Investments for the district are reported at fair market value.

2. Receivables and payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e. the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

3. Due from Other Governments

Due from other governments represents amounts due from the State of Mississippi and various grants and reimbursements from other governments.

4. Inventories and Prepaid Items

Donated commodities are received from the USDA and are valued at USDA cost. Other inventories are valued at cost (calculated on the first-in, first-out basis). The costs of governmental fund type inventories are reported as expenditures when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and governmental fund financial statements.

5. Restricted Assets

Certain resources set aside for repayment of debt are classified as restricted assets on the Statement of Net Position because their use is limited by applicable debt statutes, e.g. Qualified School Construction Bond sinking funds. Also, the nonexpendable portion of the Permanent Fund, if applicable, is classified as restricted assets because the 16th Section Principal fund is not available for use by the district except as provided for under state statute for loans from this fund.

6. Capital Assets

Capital assets include land, improvements to land, easements, water rights, timber rights, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Capital assets are reported in the applicable governmental or business type activities columns in the government-wide Statement of Net Position. Capital assets are recorded at historical cost or estimated historical cost based on appraisals or deflated current replacement cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets are defined by the District as assets with an initial, individual cost in excess of the thresholds in the table below.

Capital acquisition and construction are reflected as expenditures in the Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements.

Depreciation is calculated on the straight-line basis for all assets, except land.

The following schedule details the capitalization thresholds:

	Capitalization Policy	Estimated Useful Life
Land	\$ 0	0
Buildings	50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5-10 years
Furniture and equipment	5,000	3-7 years
Leased property under capital leases	*	*

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

(*) The threshold amount will correspond with the amounts for the asset classifications, as listed. See Note 5 for details.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The school district has incurred deferred outflows which relate to deferred amounts on refunding of debt and are presented as deferred outflows on advance refunding of debt. The school district has also incurred deferred outflows which are presented as deferred outflows related to pensions and deferred outflows related to OPEB.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The school district has incurred deferred inflows which are presented as deferred inflows related to pensions and deferred inflows related to OPEB.

See Note 8, Note 9, and Note 16 for further details.

8. Compensated Absences

Employees of the school district accumulate sick leave at a minimum amount as required by state law. A greater amount may be provided by school district policy provided that it does not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Some employees are allowed personal leave and/or vacation leave in accordance with school district policy. The district pays for unused leave for employees as required by Section 37-7-307(5), Miss. Code Ann. (1972).

The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. The current portion of this liability is estimated based on historical trends. In the fund financial statements, governmental funds report the liability for compensated absences from expendable available financial resources only if the payable has matured, for example, an employee retires.

9. Long-term Liabilities and Bond Discounts/Premiums

In the government-wide financial statements, outstanding debt is reported as liabilities. Bond discounts or premiums and the difference between reacquisition price and the net carrying value of refunded debt are capitalized and amortized over the terms of the respective bonds using a method that approximates the effective interest method.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures. See Note 6 for details.

10. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, benefit payments are recorded when the OPEB benefits come due. Investments are reported at fair value as determined by the state.

12. Fund Balances

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. Following are descriptions of fund classifications used by the district:

Nonspendable fund balance includes items that cannot be spent. This includes activity that is not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds are restricted, committed, or assigned) and activity that is legally or contractually required to remain intact, such as a principal balance in a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the School Board, the District's highest level of decision-making authority. The formal action required is approval in the official board minutes. Currently there are no committed fund balances for the school district.

Assigned fund balance includes amounts that are constrained by the District's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not restricted or committed. Assignments of fund balance are created by the Superintendent and the Business Manager pursuant to authorization established by the School District's approved fund balance policy.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance.

When an expenditure/expense is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) resources are available, it is the District's general policy to use restricted resources first. When expenditures/expenses are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the District's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts. It is the goal of the School District to achieve and maintain an unassigned fund balance in the general fund at fiscal year end of not less than twelve (12) percent of general fund revenues for the year. If the unassigned fund balance at fiscal year end falls below the goal, the School District must develop a restoration plan to achieve and maintain the minimum fund balance.

13. Accounting Standards Update

The Governmental Accounting Standards Board issued GASB 95, *Postponement of the Effective Dates of Certain Authoritative Guidance* in May 2020. The objective of this Statement was to provide temporary relief to governments in light of the COVID-19 pandemic by postponing effective dates of certain Statements and Implementation Guides. The effective dates of GASB 83-84, GASB 88-93, and Implementation Guides No. 2017-3, 2018-1, 2019-1, and 2019-2 were postponed one year. The effective dates of GASB 87, *Leases*, and Implementation Guide No. 2019-3, *Leases*, were postponed eighteen months. The school district implemented GASB 84, *Fiduciary Activities*, for the 2019-2020 year ahead of the delayed implementation date, and the effects of that implementation are included in its financial statements.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

Note 2 – Cash and Cash Equivalents, Cash with Fiscal Agents, and Investments

The district follows the practice of aggregating the cash assets of various funds to maximize cash management efficiency and returns. Restrictions on deposits and investments are imposed by statutes as follows:

Deposits. The school board must advertise and accept bids for depositories no less than once every three years as required by Section 37-7-333, Miss. Code Ann. (1972). The collateral pledged for the school district's deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation.

Investments. Section 29-3-113 and 37-59-43, Miss. Code Ann. (1972), authorizes the school board to invest excess funds in the types of investments authorized by Section 27-105-33(d) and (e), Miss. Code Ann. (1972). This section permits the following types of investments: (a) certificates of deposit or interest bearing accounts with qualified state depositories; (b) direct United States Treasury obligations; (c) United States Government agency, United States Government instrumentality or United States Government sponsored enterprise obligations, not to exceed fifty percent of all monies invested with maturities of thirty days or longer; (d) direct security repurchase agreements and reverse direct security repurchase agreements of any federal book entry of only those securities enumerated in (b) and (c) above; (e) direct obligations issued by the United States of America that are deemed to include securities of, or other interests in, any open-end or closed-end management type investment company or investment trust approved by the State Treasurer and the Executive Director of the Department of Finance and Administration, not to exceed twenty percent of invested excess funds. Investment income on bond funds (Capital Projects), bond sinking funds (Debt Service Funds) and sixteenth section principal funds (Permanent Funds) must be credited to those funds. Investment income of \$100 or more of any fund must be credited to that fund. Investment income of less than \$100 can be credited to the General Fund.

Cash and Cash Equivalents

The carrying amount of the school district's deposits with financial institutions reported in the governmental funds was \$36,672,965.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the district will not be able to recover deposits or collateral securities that are in the possession of an outside party. The district does not have a deposit policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the district.

Cash with Fiscal Agents

The carrying amount of school district's cash with fiscal agents held by financial institutions was \$2,114,298.

Investments

As of June 30, 2020, the district had the following investments in the governmental funds.

Investment Type	Rating	Maturities (in years)	Fair Value
U. S. Treasury Bonds and Notes	NR	1 to 15 years	\$ 1,798,900
Federal Asset Backed Securities	AA+	1 to 5 years	862,894
Municipal Bonds	AA/AA-	1 to 10 years	680,969
U.S. Treasury/Agency Securities	NR	N/A	370,069
Total			\$ 3,712,832

The district categorizes its fair value measurements within the fair value hierarchy established by generally accepted

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accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The district has the following recurring fair value measurements as of June 30, 2020:

- All investments are valued using quoted market prices (Level 1 inputs).

Interest Rate Risk. The district does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The district does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

Custodial Credit Risk - Investments. Custodial credit risk is defined as the risk that, in the event of the failure of the counterparty, the district will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The district does not have a formal investment policy that addresses custodial credit risk. As of June 30, 2020, the district did not have any investments to which this would apply.

Concentration of Credit Risk. Disclosure of investments by amount and issuer for any issuer that represents five percent or more of total investments is required. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds and external investment pools, and other pooled investments

Note 3 – Inter-fund Receivables, Payables and Transfers

The following is a summary of inter-fund transactions and balances:

A. Due From/To Other Funds

Receivable Fund	Payable Fund	Amount
General Fund	Other governmental funds	\$ 1,314,893
Other governmental funds	General Fund	1,576
Total		<u>\$ 1,316,469</u>

The inter-fund balances represent loans created by the existence of negative fund cash balances in a pooled bank account. Negative fund cash balances in governmental funds (special revenues funds) are a result of the timing of cash flows inherent in the reimbursable grant funds due from the Federal government. Inter-fund balances also include amounts due other governmental funds from the General Fund created by inter-fund transfers at year end.

B. Inter-fund Transfers

Transfers Out	Transfers In	Amount
General Fund	Other governmental funds	\$ 1,366,671
Other governmental funds	General Fund	280,319
Total		<u>\$ 1,646,990</u>

Inter-fund transfers represent operating transfers from the General Fund to other governmental funds and transfers of indirect costs from special revenue funds to the General Fund.

HATTIESBURG PUBLIC SCHOOL DISTRICT
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Note 4 – Restricted Assets

The restricted assets represent the cash balance, cash with fiscal agents balance, investment balance, and accrued interest balance, totaling \$294,331, \$67,663, \$1,913,932, and \$7,660, respectively, of the Sixteenth Section Principal Fund (Permanent Fund) which is legally restricted and may not be used for purposes that support the district's programs. Restricted assets also include the cash with fiscal agents balance, totaling \$2,024,754 of the 2009 QSCB Debt Service Asset Fund and the cash with fiscal agents balance, investment balance, and accrued interest balance, totaling \$21,879 \$1,798,900, and \$4,388, respectively, of the 2010 QSCB Debt Service Asset Fund. Restricted assets further include the cash and cash equivalents balance of \$10,101,926, which represents unspent general obligation bonds proceeds in the Construction FY 19 Bond Issue Fund. Total restricted assets shown on the Statement of Net Position is \$16,235,433.

Note 5 – Capital Assets

The following is a summary of changes in capital assets for governmental activities:

	Balance 7/1/2019	Increases	Decreases	Completed Construction	Adjustments	Balance 6/30/2020
Governmental Activities:						
<u>Non-depreciable capital assets:</u>						
Land	\$ 522,861					522,861
Construction-in-progress	1,292,514	12,684,953		(2,137,618)		11,839,849
Total non-depreciable capital assets	1,815,375	12,684,953	-	(2,137,618)	-	12,362,710
<u>Depreciable capital assets:</u>						
Buildings	38,814,103				(539,179)	38,274,924
Building improvements	1,637,367		46,440	1,998,821		3,589,748
Improvements other than buildings	6,802,076		72,954	138,797		6,867,919
Mobile equipment	3,677,016	618,300	787,187			3,508,129
Furniture and equipment	3,012,121	80,125	57,274			3,034,972
Total depreciable capital assets	53,942,683	698,425	963,855	2,137,618	(539,179)	55,275,692
<u>Less accumulated depreciation for:</u>						
Buildings	16,929,489	611,942		-	(431,344)	17,110,087
Building improvements	621,850	143,590	13,002	-		752,438
Improvements other than buildings	2,719,153	220,258	58,363			2,881,048
Mobile equipment	2,451,304	197,056	620,458	-	1,055	2,028,957
Furniture and equipment	2,720,996	109,175	56,702		(1,055)	2,772,414
Total accumulated depreciation	25,442,792	1,282,021	748,525	-	(431,344)	25,544,944
Total depreciable capital assets, net	28,499,891	(583,596)	215,330	2,137,618	(107,835)	29,730,748
Governmental activities capital assets, net	\$ 30,315,266	12,101,357	215,330	-	(107,835)	42,093,458

Depreciation expense was charged to the following governmental functions:

	Amount
Governmental activities:	
Instruction	\$ 506,339
Support services	672,059
Non-instructional	103,623
Total depreciation expense - Governmental activities	<u>\$ 1,282,021</u>

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The details of construction-in-progress are as follows:

	Spent to June 30, 2020	Remaining Commitment
Governmental Activities:		
HVAC and Capital Improvements: Thames Elementary, Rowan Elementary, and Grace Christian Elementary	\$ 2,748,312	407,617
Hattiesburg High School Renovations Phase 2	7,435,250	9,472,062
Hattiesburg High School Field Turf Replacement	816,329	31,769
Roofing Project - Thames and Lilley Burney	644,288	311,522
Burger Middle School Renovations	195,670	5,256,405
Total governmental activities	\$ 11,839,849	15,479,375

Construction and renovation projects included in governmental activities are funded with amounts remaining in the Construction FY 19 Bond Issue Fund and future assignments of unassigned fund balance in the General Fund.

Note 6 – Long-term Liabilities

The following is a summary of changes in long-term liabilities and other obligations for governmental activities:

	Balance 7/1/2019	Additions	Reductions	Balance 6/30/2020	Amounts due within one year
A. General obligation bonds payable	\$ 22,190,000		525,000	21,665,000	640,000
B. Three mill limited tax notes payable	1,280,000	800,000	210,000	1,870,000	320,000
C. Qualified school construction bonds payable	6,000,000			6,000,000	-
D. Compensated absences payable	212,015	233,640	24,184	421,471	25,000
Total	\$ 29,682,015	1,033,640	759,184	29,956,471	985,000

A. General obligation bonds payable

General obligation bonds are direct obligations and pledge the full faith and credit of the school district. General obligation bonds currently outstanding are as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
General obligation refunding bonds, Series 2019	0.30%	1-Apr-19	1-Apr-39	\$ 22,500,000	\$ 21,665,000
Total				\$ 22,500,000	\$ 21,665,000

The following is a schedule by years of the total payments due on this debt:

General obligation refunding bond issue of April 1, 2019:

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Year Ending	Principal	Interest	Total
2021	\$ 640,000	770,575	1,410,575
2022	675,000	744,975	1,419,975
2023	715,000	717,975	1,432,975
2024	750,000	689,375	1,439,375
2025	890,000	659,375	1,549,375
2026-2030	5,365,000	2,720,125	8,085,125
2031-2035	6,555,000	1,743,075	8,298,075
2036-2039	6,075,000	521,419	6,596,419
Total	\$ 21,665,000	8,566,894	30,231,894

This debt will be retired from the Bond Debt Service Fund.

The amount of bonded indebtedness that can be incurred by the school district is limited by Sections 37-59-5 and 37-59-7, Miss. Code Ann. (1972). Total outstanding bonded indebtedness during a year can be no greater than 15% of the assessed value of the taxable property within such district, according to the then last completed assessment for taxation, unless certain conditions, as set forth in Section 37-59-7, Miss. Code Ann. (1972) have been met. As of June 30, 2020, the amount of outstanding bonded indebtedness was equal to 7% of property assessments as of October 1, 2019.

B. Three mill limited tax notes payable

Three mill limited tax notes payable outstanding are as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. Limited tax note, series 2012	2.42%	15-Jun-12	15-Jun-25	\$ 2,700,000	\$ 1,070,000
2. Limited tax note, series 2019	2.59%	25-Jul-19	25-Jul-25	800,000	800,000
Total				\$ 3,500,000	\$ 1,870,000

The following is a schedule by years of the total payments due on this debt:

Limited tax note of June 15, 2012-

Year Ending June 30	Principal	Interest	Total
2021	\$ 215,000	30,163	245,163
2022	220,000	25,056	245,056
2023	225,000	19,281	244,281
2024	205,000	12,813	217,813
2025	205,000	6,663	211,663
Total	\$ 1,070,000	93,976	1,163,976

This debt will be retired from the Three Mill Note Debt Service Fund.

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Limited tax note of July 25, 2019-

Year Ending June 30		Principal	Interest	Total
2021	\$	105,000	20,720	125,720
2022		110,000	18,001	128,001
2023		120,000	15,152	135,152
2024		130,000	12,043	142,043
2025		165,000	8,676	173,676
2026		170,000	4,403	174,403
Total	\$	800,000	78,995	878,995

This debt will be retired from the Three Mill Note Debt Service Fund.

The school district has pledged a portion of the future state Education Enhancement Fund revenue to repay \$800,000 in three mill limited tax notes issued on July 25, 2019. Proceeds from the notes were used to finance capital improvements made to the district's buildings. The notes are payable through July 25, 2025. This pledge is secondary to the prior pledge of Education Enhancement Fund revenue to the District's Series 2009 Qualified School Construction Bonds as referenced below in Note 6(C). Annual principal and interest payments on the notes are expected to require all of such pledged revenues with the remaining amounts to be paid through the avails of a local debt service tax levy. Principal and interest payments remaining to be paid on the three mill limited tax note are \$800,000 and \$78,995, respectively. State Education Enhancement Fund revenue for the year ended June 30, 2020, was \$173,863, and there were no principal or interest payments due on this debt for the year.

Total three mill limited tax note series – all series

Year Ending June 30		Principal	Interest	Total
2021	\$	320,000	50,883	370,883
2022		330,000	43,057	373,057
2023		345,000	34,433	379,433
2024		335,000	24,856	359,856
2025		370,000	15,339	385,339
2026		170,000	4,403	174,403
Total	\$	1,870,000	172,971	2,042,971

C. Qualified school construction bonds payable

As more fully explained in Note 14, debt has been issued by the school district that qualifies as Qualified School Construction Bonds. Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. QSCB, Series 2009 Series	0.94%	15-Sep-09	15-Sep-24	\$ 3,000,000	\$ 3,000,000
2. QSCB, Series 2010 Series	1.25%	1-Dec-10	1-Dec-25	\$ 3,000,000	\$ 3,000,000
Total				\$ 6,000,000	\$ 6,000,000

The following is a schedule by years of the total payments on this debt:

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Qualified School Construction Bonds of September 15, 2009-

Year Ending June 30	Principal	Interest	Total
2021	\$ -	28,200	28,200
2022	-	28,200	28,200
2023	-	28,200	28,200
2024	-	28,200	28,200
2025	3,000,000	28,200	3,028,200
Total	\$ 3,000,000	141,000	3,141,000

This debt will be retired from the 2009 QSCB Debt Retirement Fund.

Qualified School Construction Bonds of December 1, 2010-

Year Ending June 30	Principal	Interest	Total
2021	\$ -	165,000	165,000
2022	-	165,000	165,000
2023	-	165,000	165,000
2024	-	165,000	165,000
2025	-	165,000	165,000
2026	3,000,000	165,000	3,165,000
Total	\$ 3,000,000	990,000	3,990,000

This debt will be retired from the 2010 QSCB Debt Retirement Fund.

Total Qualified School Construction Bonds- all issues

Year Ending June 30	Principal	Interest	Total
2021	\$ -	193,200	193,200
2022	-	193,200	193,200
2023	-	193,200	193,200
2024	-	193,200	193,200
2025	3,000,000	193,200	3,193,200
2026	3,000,000	165,000	3,165,000
Total	\$ 6,000,000	1,131,000	7,131,000

The school district has pledged a portion of future state Education Enhance Fund revenue to repay the \$6,000,000 in Qualified School Construction Bonds. \$3,000,000 was issued September 15, 2009, and another \$3,000,000 was issued December 1, 2010. Proceeds from the bonds were used to finance capital improvements made to the district's buildings. The bonds are payable solely from the future revenues of the State Education Enhancement Fund and other district funds and are payable through September 15, 2024, and December 1, 2025, respectively. Annual principal and interest payments on the bonds are expected to require all of such state pledged revenues, with the remaining amounts to be paid through the avails of a local debt service tax levy. As further explained in Note 14, minimum total sinking fund payments remaining to be paid on the Series 2009 bonds is \$1,000,000, while the minimum total annual sinking fund payments remaining to be paid on the Series 2010 bonds is \$1,200,000. Sinking fund payments for the current year and the total Education Enhancement Fund pledged revenues were \$521,930 and \$173,863, respectively.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
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D. Compensated absences payable

As more fully explained in Note 1(E)(8), compensated absences payable is adjusted on an annual basis as required by Section 37-7-307(5), Miss. Code Ann. (1972). Compensated absences will be paid from the fund from which the employees' salaries were paid.

Note 7 – Other Commitments

Commitments under construction contracts are described in Note 5.

Operating Leases:

The school district has operating leases for copiers. Lease expenditures for the year ended June 30, 2020, amounted to \$27,279.

Future lease payments for these leases are as follows:

Year Ending June 30	Amount
2021	\$ 5,945
Total	<u>\$ 5,945</u>

Note 8 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan Description. The school district contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report is available at www.pers.ms.gov.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter.

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the school district is required to contribute at an actuarially determined rate. The employer's rate as of June 30, 2020 was 17.40% of annual covered payroll. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by

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Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The school district's contributions to PERS for the fiscal years ending June 30, 2020, 2019 and 2018 were \$4,208,493, \$3,685,032 and \$3,712,754, respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, the school district reported a liability of \$63,199,691 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the school district's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The school district's proportionate share used to calculate the June 30, 2020 net pension liability was 0.359253 percent, which was based on a measurement date of June 30, 2019. This was a decrease of 0.009847 percent from its proportionate share used to calculate the June 30, 2019 net pension liability, which was based on a measurement date of June 30, 2018.

For the year ended June 30, 2020, the District recognized pension expense of \$790,583. At June 30, 2020 the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 109,412	\$ 174,874
Net difference between projected and actual earnings on pension plan investments		427,622
Changes of assumptions	232,758	13,784
Changes in proportion and differences between District contributions and proportionate share of contributions		2,336,908
District contributions subsequent to the measurement date	4,208,493	
Total	\$ <u>4,550,663</u>	\$ <u>2,953,188</u>

\$4,208,493 reported as deferred outflows of resources related to pensions resulting from school district contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	
2021	\$ (1,327,684)
2022	(1,444,303)
2023	(127,570)
2024	288,539

Actuarial assumptions. The total pension liability as of June 30, 2019 was determined by actuarial valuation prepared as of June 30, 2018. Subsequent to the June 30, 2018 valuation, the Board adopted new actuarial assumptions based on the experience investigation for the four-year period ending June 30, 2018. The following actuarial assumptions are applied to all periods included in the measurement:

Inflation	2.75 percent
Salary increases	3.00-18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male

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rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

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 most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>		<u>Long-Term Expected Real Rate of Return</u>	
Domestic Equity	27.00	%	4.90	%
International Equity	22.00		4.75	
Global Equity	12.00		5.00	
Fixed Income	20.00		1.50	
Real Estate	10.00		4.00	
Private Equity	8.00		6.25	
Cash	1.00		0.25	
Total	100	%		

Discount rate. The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate. The following table presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.75%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	<u>1% Decrease (6.75%)</u>	<u>Current Discount Rate (7.75%)</u>	<u>1% Increase (8.75%)</u>
District's proportionate share of the net pension liability	\$ 83,078,183	\$ 63,199,691	\$ 46,791,780

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 9 – Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan.

Plan description. State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has the sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan. The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. The plan issues a publicly available financial report that can be obtained at <http://knowyourbenefits.dfa.ms.gov/>.

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For the Year Ended June 30, 2020

Benefits provided.

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school districts and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare Eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions.

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. Contributions to the OPEB plan from the District were \$149,931 for the year ended June 30, 2020.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB

At June 30, 2020, the District reported a liability of \$4,115,437 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The basis for the District's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2019, the District's proportion was 0.48500156 percent. This was a decrease of 0.00629844 percent from the proportionate share as of the measurement date of June 30, 2018.

For the year ended June 30, 2020, the District recognized OPEB expense of \$158,725. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 6,223	\$ 58,908
Changes of assumptions	306,817	213,406
Net difference between projected and actual earnings on OPEB plan investments	78	
Changes in proportion and differences between District contributions and proportionate share of contributions	14,922	283,322
District contributions subsequent to the measurement date	149,931	
Total	\$ 477,971	\$ 555,636

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

\$149,931 reported as deferred outflows of resources related to OPEB resulting from school district contributions subsequent to the measurement date will be recognized as a reduction to the net OPEB liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30:

2021	\$	(76,026)
2022		(76,026)
2023		(76,026)
2024		(46,401)
2025		31,761
Thereafter		15,122

Actuarial assumptions. The total OPEB liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 percent
Salary increases	3.00-18.20 percent, including wage inflation
Municipal Bond Index Rate	
Measurement Date	3.50%
Prior Measurement Date	3.89%
Year FNP is projected to be depleted	
Measurement Date	2019
Prior Measurement Date	2018
Single Equivalent Interest Rate, net of OPEB plan investment expense, including inflation	
Measurement Date	3.50%
Prior Measurement Date	3.89%
Health Care Cost Trends	
Medicare Supplement Claims	7.00 percent for 2019 decreasing to an
Pre-Medicare	ultimate rate of 4.75% by 2028

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The demographic actuarial assumptions used in the June 30, 2019 valuation were based on the results of the last actuarial experience study, dated April 2, 2019.

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2019 valuation were based on a review of recent plan experience done concurrently with the June 30, 2019 valuation.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

The long-term expected rate of return on OPEB plan investments is 4.50%.

Discount rate. The discount rate used to measure the total OPEB liability at June 30, 2019 was 3.50 percent. Since the Prior Measurement Date, the Discount Rate has changed from 3.89% to 3.50%.

The trust was established on June 28, 2018 with an initial contribution of \$1,000,000. As of June 30, 2019, the trust has \$1,017,904. The fiduciary net position is projected to be depleted immediately, therefore, the Municipal Bond Index Rate is used in the determination of the discount rate for both the June 30, 2018 and the June 30, 2019 total OPEB liability. The discount rate used to measure the total OPEB liability at June 30, 2019 was based on a monthly average of the Bond Buyers General Obligation 20-year Municipal Bond Index Rate.

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the discount rate. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.50 percent) or 1-percentage-point higher (4.50 percent) than the current discount rate:

	1% Decrease (2.50%)	Current Discount Rate (3.50%)	1% Increase (4.50%)
Net OPEB liability	\$ 4,571,533	\$ 4,115,437	\$ 3,725,205

Sensitivity of the District's proportionate share of the net OPEB liability to changes in the healthcare cost trend rates. The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates Current	1% Increase
Net OPEB liability	\$ 3,813,587	\$ 4,115,437	\$ 4,457,383

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in a separately issued report that can be found at <http://knowyourbenefits.dfa.ms.gov/>.

Note 10 – Sixteenth Section Lands

Sixteenth section school lands, or lands granted in lieu thereof, constitute property held in trust for the benefit of the public schools. The school board, under the general supervision of the Office of the Secretary of State, has control and jurisdiction of said school trust lands and of all funds arising from any disposition thereof. It is the duty of the school board to manage the school trust lands and all funds arising therefrom as trust property. Accordingly, the board shall assure that adequate compensation is received for all uses of the trust lands, except for uses by the public schools. The following are the future rental payments to be made to the school district for the use of school trust lands. These future rental payments are from existing leases and do not anticipate renewals or new leases.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

Year Ending June 30	Amount
2021	\$ 73,609
2022	73,609
2023	73,609
2024	72,085
2025	72,085
2026 – 2030	353,557
2031 – 2035	325,987
2036 – 2040	289,669
2041 – 2045	185,660
Thereafter	201,840
Total	<u>\$ 1,721,710</u>

Note 11 – Prior Period Adjustments

A summary of significant Net Position/Fund Balance adjustments is as follows:

Exhibit B - Statement of Activities

Explanation	Amount
1. Restatement of Prior Year Asset or Liability	\$ 43,650
2. Restatement of a Capital Asset	(107,835)
Total	<u>\$ (64,185)</u>

Exhibit D - Statement of Revenues, Expenditures and Changes in Fund Balances

Fund	Explanation	Amount
General Fund	Restatement of Prior Year Asset or Liability	\$ 45,588
Other governmental funds	Restatement of Prior Year Asset or Liability	(1,938)
Total		<u>\$ 43,650</u>

Note 12 – Contingencies

Litigation - The school district is party to legal proceedings, many of which occur in the normal course of governmental operations. However, the school district's legal counsel has not identified any pending or threatened lawsuits or proceedings that may have a material adverse effect on the financial condition of the school district.

Federal Grants – The school district has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowances resulting from the grantor audit may become a liability of the school district.

Note 13 – Risk Management

The school district is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The district carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

Note 14 – Qualified School Construction Bonds

Section 1521 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides for a source of capital at no or at nominal interest rates for costs incurred by certain public schools in connection with the construction, rehabilitation or repair of a public school facility or for the acquisition of land where a school will be built. Investors receive Federal income tax credits at prescribed tax credit rates in lieu of interest, which essentially allows state and local governments to borrow without incurring interest costs. While Qualified School Construction Bonds (QSCBs) are intended to be interest free to a borrower, the ARRA legislation allows a lender to charge supplemental interest, and such supplemental interest is the responsibility of the school district.

When the stated interest rate on the QSCB results in interest payments that exceed the supplemental interest payments discussed in the preceding paragraph, the school district may apply for a direct cash subsidy payment from the U.S. Treasury which is intended to reduce the stated interest rate to a nominal percentage. These subsidy payments do not include the amount of any supplemental interest paid on a QSCB.

The school district makes equal annual payments into a sinking fund which is used to pay off the bonds at termination. The current maturity limit of tax credit bonds is 17 years, per the U. S. Treasury Department. Under this program, ten percent of the proceeds must be subject to a binding commitment to be spent within six months of issuance and 100% must be spent within three years. Up to two percent of bond proceeds can be used to pay costs of issuance. The amount on deposit at June 30, 2020 was \$2,024,754 for the Series 2009 Issue, which included cash with fiscal agents. The amount on deposit at June 30, 2020, for the Series 2010 Issue was \$1,825,167, which included cash with fiscal agents (\$21,879), investments (\$1,798,900), and accrued interest (\$4,388). The amount accumulated in the sinking fund at the end of the seventeen-year period is expected to be sufficient to retire the debt. The following schedule reports the annual deposits to be made to the sinking fund by the school district.

Year Ending June 30	2009 Series	2010 Series	Total
2021	\$ 200,000	200,000	400,000
2022	200,000	200,000	400,000
2023	200,000	200,000	400,000
2024	200,000	200,000	400,000
2025	200,000	200,000	400,000
2026		200,000	200,000
Total	\$ 1,000,000	1,200,000	2,200,000

Note 15 – Insurance loss recoveries

The Hattiesburg Public School District received \$18,420 in insurance loss recoveries related to school bus damages caused during an accident during the 2019-2020 fiscal year. In the government-wide Statement of Activities, the insurance loss recoveries were reported and allocated among the expense functions based on the following percentages:

Insurance Loss Recoveries	Percentage	Expense Function
\$ 18,420	100%	Support services
\$ 18,420	100%	

Note 16 – Effect of Deferred Amounts on Net Position

The unrestricted net position amount of (\$49,689,871) includes the effect of deferring the recognition of expenses resulting from a deferred outflow from pensions. A portion of the deferred outflow of resources related to pension in the amount of \$4,208,493 resulting from the school district contribution subsequent to the measurement date will be recognized as a

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For the Year Ended June 30, 2020

reduction of the net pension liability in the year ended June 30, 2021. The \$342,170 balance of deferred outflow of resources related to pensions, at June 30, 2020 will be recognized as an expense and will decrease the unrestricted net position over the next 3 years.

The unrestricted net position amount of (\$49,689,871) includes the effect of deferring the recognition of revenue resulting from a deferred inflow from pensions. The \$2,953,188 balance of deferred inflow of resources related to pensions, at June 30, 2020 will be recognized as revenue and will increase the unrestricted net position over the next 4 years.

The unrestricted net position amount of (\$49,689,871) includes the effect of deferring the recognition of expenses resulting from a deferred outflow from OPEB. A portion of the deferred outflow of resources related to OPEB in the amount of \$149,931 resulting from the school district contribution subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2021. The \$328,040 balance of deferred outflow of resources related to OPEB, at June 30, 2020 will be recognized as an expense and will decrease the unrestricted net position over the next 6 years.

The unrestricted net position amount of (\$49,689,871) includes the effect of deferring the recognition of revenue resulting from a deferred inflow from OPEB. The \$555,636 balance of deferred inflow of resources related to OPEB, at June 30, 2020 will be recognized as revenue and will increase the unrestricted net position over the next 6 years.

Note 17 – Fund Reclassification

The school district reclassified certain fiduciary funds as general funds during the implementation of GASB Statement No. 84, *Fiduciary Activities*. The district reclassified \$26,257 of amounts formerly held in student club accounts and reported previously as fiduciary assets to general funds.

Note 18 – State Compliance Testing

The Mississippi Office of the State Auditor (OSA) has elected to perform procedures in relation to purchasing and compliance with state laws. This report should be viewed in conjunction with the report from OSA in order to gain a comprehensive understanding of the School District's operations. This report and OSA's report will be available on OSA's website at <http://www.osa.ms.gov/reports>.

Note 19 - Subsequent Events

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the Hattiesburg Public School District evaluated the activity of the district through January 15, 2021, and determined that no events had occurred that would require disclosure.

REQUIRED SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

General Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual (GAAP Basis)	Variances	
				Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Local sources	\$ 18,661,521	18,462,085	18,462,086	(199,436)	1
State sources	19,053,526	19,387,472	19,387,472	333,946	0
Federal sources	63,461	101,960	101,960	38,499	0
Sixteenth section sources	170,000	130,963	130,963	(39,037)	0
Total Revenues	37,948,508	38,082,480	38,082,481	133,972	1
Expenditures:					
Instruction	20,308,906	18,726,255	18,721,124	1,582,651	5,131
Support services	16,354,126	13,405,129	13,405,129	2,948,997	0
Noninstructional services	6,581,628	1,622	1,622	6,580,006	0
Sixteenth section	0	32,708	32,708	(32,708)	0
Facilities acquisition and construction	0	138,797	138,797	(138,797)	0
Debt service:					
Principal	56,042	56,042	0	0	56,042
Interest	35,164	35,165	35,165	(1)	0
Total Expenditures	43,335,866	32,395,718	32,334,545	10,940,148	61,173
Excess (Deficiency) of Revenues over (under) Expenditures	(5,387,358)	5,686,762	5,747,936	11,074,120	61,174
Other Financing Sources (Uses):					
Insurance loss recovery	0	18,420	18,420	18,420	0
Sale of transportation equipment	0	6,300	6,300	6,300	0
Sale of other property	0	8,454	8,454	8,454	0
Operating transfers in	6,171,462	9,925,019	280,319	3,753,557	(9,644,700)
Operating transfers out	(7,288,382)	(11,011,371)	(1,366,671)	(3,722,989)	9,644,700
Total Other Financing Sources (Uses)	(1,116,920)	(1,053,178)	(1,053,178)	63,742	0
Net Change in Fund Balances	(6,504,278)	4,633,584	4,694,758	11,137,862	61,174
Fund Balances:					
July 1, 2019, as previously reported	14,714,643	15,010,996	15,010,995	296,353	(1)
Prior period adjustments	0	(4,880)	45,588	(4,880)	50,468
Fund reclassification	0	0	26,257	0	26,257
July 1, 2019, as restated	14,714,643	15,006,116	15,082,840	291,473	76,724
June 30, 2020	\$ 8,210,365	19,639,700	19,777,598	11,429,335	137,898

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

PERS

Last 10 Fiscal Years*

	2020	2019	2018	2017	2016	2015
District's proportion of the net pension liability	0.359253%	0.369100%	0.367900%	0.428800%	0.439400%	0.415100%
District's proportionate share of the net pension liability	\$ 63,199,691	61,392,296	61,157,467	76,594,387	67,922,575	51,058,006
District's covered payroll	23,397,029	23,573,041	23,598,470	27,431,486	27,452,508	25,364,660
District's proportionate share of the net pension liability as a percentage of its covered payroll	270.12%	260.43%	259.16%	279.22%	247.42%	201.30%
Plan fiduciary net position as a percentage of the total pension liability	61.59%	62.54%	61.49%	57.47%	61.70%	67.21%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/15, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

PERS

Last 10 Fiscal Years

	2020	2019	2018	2017	2016	2015
Contractually required contribution	\$ 4,208,493	3,685,032	3,712,754	3,716,759	4,320,459	4,323,770
Contributions in relation to the contractually required contribution	4,208,493	3,685,032	3,712,754	3,716,759	4,320,459	4,323,770
Contribution deficiency (excess)	\$ 0	0	0	0	0	0
District's covered payroll	\$ 24,186,741	23,397,029	23,573,041	23,598,470	27,431,486	27,452,508
Contributions as a percentage of covered payroll	17.40%	15.75%	15.75%	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/2015, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY

OPEB

Last 10 Fiscal Years*

	<u>2020</u>	<u>2019</u>	<u>2018</u>
District's proportion of the net OPEB liability	0.48500156%	0.49130000%	0.48860000%
District's proportionate share of the net OPEB liability	\$ 4,115,437	3,800,249	3,833,927
District's covered-employee payroll	23,397,029	23,573,041	23,598,470
District's proportionate share of the net OPEB liability as a percentage of its covered-employee payroll	17.59%	16.12%	16.25%
Plan fiduciary net position as a percentage of the total OPEB liability	0.12%	0.13%	0.00%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

** The amount used to calculate this figure was based on the Plan's covered payroll as of the measurement date.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

SCHEDULE OF DISTRICT CONTRIBUTIONS

OPEB

Last 10 Fiscal Years*

	2020	2019	2018
Actuarially determined contribution**	\$ 149,931	164,959	163,446
Contributions in relation to the actuarially determined contribution**	149,931	164,959	163,446
Contribution deficiency (excess)	\$ 0	0	0
District's covered-employee payroll	\$ 24,186,741	23,397,101	23,573,041
Contributions as a percentage of covered-employee payroll	0.62%	0.71%	0.69%

The notes to the required supplementary information are an integral part of this schedule.

*This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No.75 was implemented in FYE 6/30/2018, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available. Prior year information is based on historical amounts reported in prior year audit report(s).

** The amounts reflected above only deal with the Implicit Rate Subsidy as it relates to contributions.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2020

Budgetary Comparison Schedule

(1) Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

(2) Budget Amendments and Revisions

The budget is adopted by the school board and filed with the taxing authority. Amendments can be made on the approval of the school board. By statute, final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund consistent with accounting principles generally accepted in the United States of America.

Pension Schedules

(1) *Changes of assumptions*

2015:

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016:

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017:

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2020

2019:

The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments: for males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119; for females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119; and projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments: for males, 137% of male rates at all ages; for females, 115% of female rates at all ages; and projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 3.00% to 2.75%.

The wage inflation assumption was reduced from 3.25% to 3.00%.

Withdrawal rates, pre-retirement mortality 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 7% to 9%.

(2) *Changes in benefit provisions*

2016:

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

(3) *Method and assumptions used in calculations of actuarially determined contributions.*

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2017 valuation for the June 30, 2019 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	38.4 years
Asset valuation method	5-year smoothed market
Price Inflation	3.00 percent
Salary increase	3.25 percent to 18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

OPEB Schedules

(1) *Changes of assumptions*

2017: The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the current Measurement Date.

2018: The discount rate was changed from 3.56% for the prior Measurement Date to 3.89% for the current Measurement Date.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For the Year Ended June 30, 2020

2019: The discount rate was changed from 3.89% for the prior Measurement Date to 3.50% for the current Measurement Date.

(2) *Changes in benefit provisions*

2017: None

2018: None

2019: None

(3) *Methods and assumptions used in calculations of Actuarially Determined Contributions.* The Actuarially Determined Contributions rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from the June 30, 2018 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2019:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open
Asset valuation method	Market Value of Assets
Price inflation	3%
Salary increases, including wage inflation	3.25% to 18.50%
Initial health care cost trend rates	
Medicare Supplement Claims	7.25%
Pre-Medicare	
Ultimate health care cost trend rates	
Medicare Supplement Claims	4.75%
Pre-Medicare	
Year of ultimate trend rates	
Medicare Supplement Claims	2028
Pre-Medicare	
Long-term investment rate of return, net of OPEB plan investment expense, including price inflation	3.89%

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SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2020

Federal Grantor/ Pass-through Grantor/ Program Title	Catalog of Federal Domestic Assistance No.	Pass-through Entity Identifying Number	Federal Expenditures
U.S. Department of Agriculture			
Passed-through Mississippi Department of Education:			
Child nutrition cluster:			
School breakfast program	10.553	205MS326N1099	\$ 756,320
National school lunch program	10.555	205MS326N1099	1,927,832
Summer food service program for children	10.559	205MS326N1099	44,684
Covid-19 Summer food service program for children	10.559	205MS326N1099	212,934
Subtotal			2,941,770
Total child nutrition cluster			2,941,770
Child and Adult Care Food Program	10.558	205MS340N1050	4,224
Total passed-through Mississippi Department of			2,945,994
Total U.S. Department of Agriculture			2,945,994
U.S. Department of Defense			
Direct Program:			
Reserve Officers' Training Corps	12.xxx	N/A	66,862
Total U.S. Department of Defense			66,862
U.S. Department of Education			
Passed-through Mississippi Department of Education:			
Title I grants to local educational agencies	84.010	S010A170024 S010A180024 S010A190024	3,646,698
Career and technical education - basic grants to states	84.048	V048A190024	55,878
Education for homeless children and youth	84.196	S196A180025 S196A190025	68,773
English language acquisition state grants	84.365	S365A170024 S365A180024 S365A190024	5,058
Supporting Effective Instruction State Grants	84.367	S367A170023 S367A180023 S367A190023	352,941
Student support and enrichment program	84.424	S424A170025 S424A190025	138,060
COVID-19 - Education Stabilization Fund (ESSER)	84.425D	S425D200031	221,000
Subtotal			4,488,408
Special education cluster:			
Special education - grants to states	84.027	H027A170108 H027A180108 H027A190108	1,116,997
Special education - preschool grants	84.173	H173A170113 H173A180113 H173A190113	53,459
Total special education cluster			1,170,456

Federal Grantor/ Pass-through Grantor/ Program Title	Catalog of Federal Domestic Assistance No.	Pass-through Entity Identifying Number	Federal Expenditures
Total passed-through Mississippi Department of Education			5,658,864
Passed-through the Mississippi Department of Rehabilitation Services			
Rehabilitation services - vocational rehabilitation grants to state	84.126	3100021449	11,673
Total passed-through Mississippi Department of Rehabilitation Services			11,673
Total U.S. Department of Education			5,670,537
<u>U.S. Department of Health and Human Services</u>			
Passed-through the Mississippi Department of Education:			
Medicaid cluster:			
Medical assistance program	93.778	2005MSSADV	11,326
Total Medicaid cluster			11,326
Total passed-through Mississippi Department of Education			11,326
Total U.S. Department of Health and Human Services			11,326
<u>Social Security Administration</u>			
Passed-through Mississippi Department of Education:			
Social security disability insurance	96.001	04-20-04MSD100	1,400
Total passed-through Mississippi Department of Education			1,400
Total Social Security Administration			1,400
Total for All Federal Awards			\$ 8,696,119

The accompanying notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

Hattiesburg Public School District
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2020

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the Hattiesburg Public School District under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Hattiesburg Public School District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Hattiesburg Public School District.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the same basis of accounting and the same significant accounting policies, as applicable, as those used for the financial statements; however, the expenditures include transfers out. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) Indirect Cost Rate

The Hattiesburg Public School District has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Supplementary Information

Schedule of Instructional, Administrative and Other Expenditures - Governmental Funds
For the Year Ended June 30, 2020

Expenditures	Total	Instruction and Other Student Instructional Expenditures	General Administration	School Administration	Other
Salaries and fringe benefits	\$ 33,127,303	25,595,980	1,410,069	2,445,255	3,675,999
Other	24,923,557	4,129,603	488,761	25,295	20,279,898
Total	\$ 58,050,860	29,725,583	1,898,830	2,470,550	23,955,897
Total number of students *	3,724				
Cost per student	\$ 15,588	7,982	510	663	6,433

For purposes of this schedule, the following columnar descriptions are applicable:

Instruction and Other Student Instructional Expenditures - includes the activities dealing directly with the interaction between teachers and students. Included here are the activities of teachers, teachers aides or classroom assistants of any type.

General Administration - includes expenditures for the following functions: Support Services - General Administration and Support Services - Business.

School Administration - includes expenditures for the following function: Support Services - School Administration.

Other - includes all expenditure functions not included in Instruction or Administration Categories.

* includes the number of students reported on the ADA report submission for month 9, which is the final submission for the fiscal year

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OTHER INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

General Fund

Last Four Years

UNAUDITED

	2020	2019*	2018*	2017*
Revenues:				
Local sources	\$ 18,462,086	18,150,570	17,476,500	17,420,685
State sources	19,387,472	18,702,285	18,737,418	18,302,873
Federal sources	101,960	390,690	129,691	98,885
Sixteenth section sources	130,963	138,723	71,921	81,129
Total Revenues	38,082,481	37,382,268	36,415,530	35,903,572
Expenditures:				
Instruction	18,721,124	18,424,446	18,496,350	18,250,841
Support services	13,405,129	13,756,453	12,540,111	11,845,777
Noninstructional services	1,622	6,266	6,710	140,010
Sixteenth section	32,708	30,273	16,282	10,649
Facilities acquisition and construction	138,797			
Debt service:				
Interest	35,165	36,378	37,544	74,250
Total Expenditures	32,334,545	32,253,816	31,096,997	30,321,527
Excess (Deficiency) of Revenues over (under) Expenditures	5,747,936	5,128,452	5,318,533	5,582,045
Other Financing Sources (Uses):				
Insurance recovery	18,420	12,254	10,636	5,947
Sale of transportation equipment	6,300			
Sale of other property	8,454	17,230		2,000
Operating transfers in	280,319	36,378	403,151	120,000
Operating transfers out	(1,366,671)	(742,750)	(1,160,695)	(694,683)
Total Other Financing Sources (Uses)	(1,053,178)	(676,888)	(746,908)	(566,736)
Net Change in Fund Balances	4,694,758	4,451,564	4,571,625	5,015,309
Fund Balances:				
Beginning of period, as previously reported	15,010,995	10,559,431	6,063,341	1,026,836
Prior period adjustments	45,588		5,959	(26,012)
Fund reclassification	26,257			
Beginning of period, as restated	15,082,840	10,559,431	6,069,300	1,000,824
Increase (Decrease) in reserve for inventory			(81,494)	47,208
End of Period	\$ 19,777,598	15,010,995	10,559,431	6,063,341

*SOURCE - PRIOR YEAR AUDIT REPORTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

All Governmental Funds

Last Four Years

UNAUDITED

	2020	2019*	2018*	2017*
Revenues:				
Local sources	\$ 21,420,559	21,218,818	20,032,955	19,774,417
State sources	21,127,690	20,321,573	20,724,675	20,626,459
Federal sources	8,837,001	9,104,519	8,672,992	8,840,620
Sixteenth section sources	227,815	264,109	113,238	120,162
Total Revenues	51,613,065	50,909,019	49,543,860	49,361,658
Expenditures:				
Instruction	23,912,155	23,223,875	22,451,374	22,827,514
Support services	16,894,111	17,245,508	16,561,592	14,961,907
Noninstructional services	2,733,131	2,839,780	3,043,880	3,449,181
Sixteenth section	32,708	30,273	16,282	10,649
Facilities acquisition and construction	12,684,953	1,040,922		
Debt service:				
Principal	735,000	1,869,270	2,950,293	2,395,416
Interest	1,054,302	321,625	558,707	493,829
Other	4,500	5,480	2,250	7,550
Total Expenditures	58,050,860	46,576,733	45,584,378	44,146,046
Excess (Deficiency) of Revenues over (under) Expenditures	(6,437,795)	4,332,286	3,959,482	5,215,612
Other Financing Sources (Uses):				
Bonds and notes issued	800,000	22,500,000		
Insurance recovery	18,420	24,053	864,047	5,947
Sale of transportation equipment	6,300			
Sale of other property	8,454	17,255		2,000
Transfer in to escrow agent	521,930	546,128	566,539	584,094
Operating transfers in	1,646,990	865,128	1,563,846	814,683
Transfer to QSCB escrow agent	(521,930)	(546,128)	(566,539)	(584,094)
Operating transfers out	(1,646,990)	(865,128)	(1,563,846)	(814,683)
Total Other Financing Sources (Uses)	833,174	22,541,308	864,047	7,947
Net Change in Fund Balances	(5,604,621)	26,873,594	4,823,529	5,223,559
Fund Balances:				
Beginning of period, as previously reported	45,996,697	19,156,592	14,431,721	9,286,906
Prior period adjustments	43,650		5,959	(162,965)
Fund reclassification	26,257			
Beginning of period, as restated	46,066,604	19,156,592	14,437,680	9,123,941
Increase (Decrease) in reserve for inventory	17,826	(33,489)	(104,617)	84,221
End of Period	\$ 40,479,809	45,996,697	19,156,592	14,431,721

*SOURCE - PRIOR YEAR AUDIT REPORTS

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REPORTS ON INTERNAL CONTROL AND COMPLIANCE

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SUZANNE E. SMITH, CPA, PLLC

AUDITING AND ACCOUNTING SERVICES

sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Superintendent and School Board
Hattiesburg Public School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hattiesburg Public School District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements, and have issued our report thereon dated January 15, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the school district's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the school district's internal control. Accordingly, we do not express an opinion on the effectiveness of the school district's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

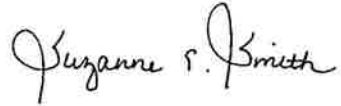
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hattiesburg Public School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

POST OFFICE BOX 1563
STARKVILLE, MS 39760
PHONE: 601-938-5717

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.

A handwritten signature in cursive script that reads "Suzanne E. Smith".

Suzanne E. Smith, CPA, PLLC
Starkville, Mississippi
January 15, 2021

SUZANNE E. SMITH, CPA, PLLC

AUDITING AND ACCOUNTING SERVICES

sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE

Superintendent and School Board
Hattiesburg Public School District

Report on Compliance for Each Major Federal Program

We have audited Hattiesburg Public School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Hattiesburg Public School District's major federal programs for the year ended June 30, 2020. The Hattiesburg Public School District's major federal programs are identified in the summary of the auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for Hattiesburg Public School District's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the school district's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for its major federal program. However, our audit does not provide a legal determination on the school district's compliance.

Opinion on Each Major Federal Program

In our opinion, the Hattiesburg Public School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

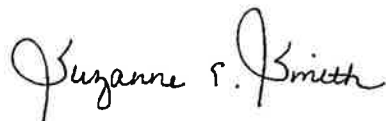
Management of the Hattiesburg Public School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Hattiesburg Public School District's internal control over compliance with the types of requirements that could have a direct and material effect

on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the school district's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is as reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, reading "Suzanne E. Smith". The signature is written in a cursive, flowing style.

Suzanne E. Smith, CPA, PLLC
Starkville, Mississippi
January 15, 2021

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2020

Section I: Summary of Auditor's Results

Financial Statements:

- | | |
|---|---------------|
| 1. Type of auditor's report issued: | Unmodified |
| 2. Internal control over financial reporting: | |
| a. Material weakness(es) identified? (Yes/No) | No |
| b. Significant deficiency(ies) identified? (Yes/None reported) | None Reported |
| 3. Noncompliance material to financial statements noted? (Yes/No) | No |

Federal Awards:

- | | |
|--|---|
| 4. Internal control over major programs: | |
| a. Material weakness(es) identified? (Yes/No) | No |
| b. Significant deficiency(ies) identified? (Yes/None reported) | None Reported |
| 5. Type of auditor's report issued on compliance for major programs: | Unmodified |
| 6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? (Yes/No) | No |
| 7. Identification of major programs: | |
| <u>CFDA Numbers</u> | <u>Name of Federal Program or Cluster</u> |
| 10.553; 10.555; 10.559 | Child Nutrition Cluster |
| 8. Dollar threshold used to distinguish between type A and type B programs: | \$750,000 |
| 9. Auditee qualified as low-risk auditee? (Yes/No) | Yes |
| 10. Prior fiscal year audit findings(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2CFR 200.511(b). (Yes/No) | No |

Section II: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported under *Government Auditing Standards*.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2020

Section III: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to the federal awards.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Acknowledge final version of 2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)
File Number: 2021-274
Minute Book #

Summary

Acknowledge final version of 2020 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to Housing and Urban Development (HUD)

Recommendation Statement

I recommend approval of this item

Please place this on the March 16, 2021 City Council meeting for consideration.

City of Hattiesburg

2020 Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year January 1, 2020 – December 31, 2020

**Presented to the U.S. Department of Housing and Urban Development
March 31, 2021**

City of Hattiesburg

Department of Urban Development

Community Development Division (CDD)

200 Forrest Street

Hattiesburg, MS 39401

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2020 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2020 Annual Action Plan for the period of January 1, 2020 - December 31, 2020. This is the 3rd CAPER for the 2018-2022 Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		5	0	0.00%
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	0	0.00%			

Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	13	26.00%	5	3	60.00%
Public Facilities	Non-Housing Community Development	CDBG: \$ / HOME: \$ / CDBG-CV: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		2516	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Annual Action Plan and Consolidated Plan. Concentration on housing needs continues to be the highest priority. These priority needs are: substantial rehabilitation of owner-occupied units, basic rehabilitation/emergency repairs, downpayment assistance, and development of new affordable housing through one or more of the City's CHDOs. To promote economic development the City also took steps toward reviving the Facade and Microenterprise Programs.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	0	0
Black or African American	5	0
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	5	0
Hispanic	0	0
Not Hispanic	0	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	546,063	203,662
HOME	public - federal	296,577	0

Table 3 - Resources Made Available

Narrative

Programs undertaken in 2020 included activities eligible citywide, including homeowner occupied rehabilitation and emergency repair. Activities also included one CHDO project for the acquisition and rehabilitation of a home to become an affordable rental unit. Though not required to be a part of a particular neighborhood, activities undertaken in 2020 were in low-income neighborhoods or census tracts.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Hattiesburg is not required to match CDBG or HOME funds from a compliance standpoint, the city highly values the network of other local agencies with similar community development objectives. Sometimes these organizations seek to use our funds to leverage other financial resources. Whether or not these organizations are able to leverage additional funds, they provide leverage in the form of non-financial resources in the services and resources they provide within certain areas and demographics that complement the City of Hattiesburg's community development efforts. In addition to formal arrangements with subrecipients and CHDO's, the Community Development Division continues to engage other organizations and build a professional network of other service providers that are working to improve the City and its communities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	178,301	0	0	178,301	0	0
Number	5	0	0	5	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	178,301	0	178,301			
Number	5	0	5			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	11	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	11	5

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	5	5
Number of households supported through Acquisition of Existing Units	5	0
Total	11	5

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Goals are set taking into consideration a certain unknown in the number of applications the City may receive for Down Payment Assistance or in the type of CHDO projects that may come forward in the application process. Goals are conservative in areas other than rehabilitation of existing units, because the City wishes to create the opportunity for various types of valuable activities and outcomes rather than limit possibilities via Action Plan. As such, some activities or outcomes will not be pursued while others may be abundant. For instance, while a goal of one new production unit was listed theoretically

to enable a CHDO to construct a new unit, a CHDO project ultimately selected involved the rehab of an existing unit instead. COVID-19 has been a considerable impact to the one-year goal and the actual accomplishments. Finally, the City's Community Development Division experienced considerable staff turnover in 13 months.

Discuss how these outcomes will impact future annual action plans.

Aggressive recruitment of qualified, competent and capable non-profit agencies that can successfully perform the activities funded by CDBG and HOME dollars, will be a positive impact on accomplishing action plan goals. The City also anticipates expanding the pool of qualified contractors in 2021 and in actively marketing the Down Payment Assistance program.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	4	0
Moderate-income	0	0
Total	5	0

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the city, local providers and homeless advocates, continue to work to impact homeless individuals through a number of positive ways. The network has increased knowledge of services available which in turn allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and as such, coordinating the annual Point In Time (PIT) homeless count for the area. Additionally, surveys are conducted with detailed questions regarding the variety of services accessed, needed, or denied. The Pinebelt Coalition leadership uses this valuable information to feed advocacy and awareness. Each agency providing service in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is continuing to work toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC Rapid Re-housing Program and other funding mechanisms. The Salvation Army's Emergency Shelter has recovered but has not and re-opened following the destruction of the January 2017 tornado.

Members of the PCoH include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency through the Coalition is connected to what is available and what is not. Annual awareness events such as Veteran's Stand Down and Homeless Memorial by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive

housing in Hattiesburg, and the City entered into various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again. The agency still has a number of unresolved issues preventing it from finalizing the housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given limited resources, to identify and serve individuals that may be discharged from publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible given with limited resources to be able to identify and serve individuals that may be discharged from certain publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg will provide information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, attending monthly resident meeting and the quarterly RAC meetings in 2021.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing is developing within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has communicated to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increase the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and result in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the city to provide service to those who ironically have the greatest need.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for greater overall impact.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues its partnership with Breakthrough Community Services and Habitat for Humanity to identify families and individuals in poverty and/or those without the means to make emergency repairs to their homes. The Pinebelt Coalition on Homelessness carries on administering its meal program for LMI and disabled persons. Former subrecipient, Domestic Abuse Family Shelter, continues to house and provide supportive services to victims of domestic violence. The AIDS Services Coalition is continuing its mission to provide housing, nutrition, and other supportive services to those living with HIV/AIDS. The City is still hopeful the AIDS Services Coalition will develop and deliver the promised supportive housing for homeless individuals and families

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participates in the quarterly CRA Advisory Board meetings and has hosted quarterly Housing Roundtable through which different housing and social service organizations collaborate to address housing challenges.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has partnered with the Mississippi Home Corporation and other Entitlements and PHA's in the state to conduct and prepare a joint and collaborative Analysis of Impediments completed mid-2019.

The City has required beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award since 2018 and will continue the practice. CDBG and HOME Programs continue to focus most of its resources on homeowner occupied rehabilitation and emergency repairs; addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continue to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education; and the City targeted its Public Service awards toward activities that benefited homeless population, those living with HIV/AIDS, the disabled, and special needs populations, which in the case of at least one activity, improved housing accommodations for persons with HIV/AIDS. However, no Public Services awards were made to social services agencies during the 2020 program year.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, including 2020, the City monitors any subrecipient and CHDO that had open and active agreements with the City of Hattiesburg in the course of that year. In 2020, that included monitoring both Breakthrough Community Services related to a subrecipient agreement for Emergency Repair of homeowner-occupied housing and also monitoring Breakthrough Community Services as it related to CHDO agreements active in 2020. City staff contacts organizations in need of monitoring at least a couple of weeks in advance to schedule an agreeable date for a monitoring visit. Following the monitoring visit, the organization is provided written response, including any concerns, findings, and any follow-up action required with appropriate deadlines for response. The city and the organization remain in contact on the matter until any findings are resolved.

In addition to formal monitoring visits, the city is afforded the opportunity to monitor throughout the course of activities through environmental review, review of work write-ups, review of documentation accompanying draw requests, and on-site inspections that can help confirm that requests for draws are proportionate to the amount of work completed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Hattiesburg Post on February 18 and 25, 2021, alerting the public that a draft CAPER was available for review. The notice described that a public comment period was open through March 8, 2021, and due to COVID-19 concerns, that a virtual public hearing was set for 5:00 p.m., March 8, 2021. The notice also provided that the draft was available on the city's website at www.hattiesburgms.com/community-development and physically at five (5) locations in Hattiesburg, including City Hall, the main branch of the library, one county facility, and certain community centers. This notification and hearing complies with the Citizen Participation Plan requirement that a 15-day period be afforded for public review and comment on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Two properties, both owned by Breakthrough Community Services and the result of past CHDO projects (1205 Country Club Rd and 506 Hall Ave), are within their period of affordability. Both properties were inspected in 2018 and no deficiencies were identified. Based on the 3-year schedule required in 92.504(d), neither address was required to receive an inspection by city staff in 2020.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Following a 2018 monitoring visit and action requested by the Fair Housing office of HUD's Field Office in Jackson, MS, the City of Hattiesburg has continues to comply with requests made as it relates to affirmative marketing. Some specific steps have included periodic review of the city's wait list for housing rehabilitation work in an effort to find opportunity to purge the list when possible, and steps to periodically reopen periods of time in which new applicants can be added. Steps have included staff, subrecipient, and CHDO training as it relates to fair housing, affirmative marketing, and limited English proficiency actions. Additionally, the city has updated its Down Payment Assistance program brochure for use in 2020 along with a marketing strategy to promote the program and create education opportunities related to fair housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg neither received nor used any program income in 2020.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

In 2020, the City completed revision of its policies and procedures for the Down Payment Assistance, Emergency Repair and HOME programs. Revision efforts continue for Facade, Microenterprise, and CDBG programming. New marketing materials in keeping with the Affirmative Fair Housing Marketing Plan were implemented in 2020 to get the DPA program active again. These efforts are expected to help foster affordable housing as well as educate the public regarding fair housing protections.

Citizen Participation
2020 CAPER

On February 18 and 25, 2021, the City published a Notice of Availability, Public Hearing and Public Comment Period regarding a draft 2020 CAPER. As spelled out in the notice, the draft document was made available at locations in City Hall as well as four (4) other public locations in Hattiesburg. The notice described a public comment period to run through March 8, 2021, which adheres to the Citizen Participation Plan. The notice also provided details of a public hearing on March 8, 2021, to hear comments related to the draft document.

Due to health concerns related to COVID-19, as the date for the public hearing approached, the City took additional steps to inform the public via its website and social media that the draft document was available on the City's website and that it was highly encouraged to submit comments electronically, though the public hearing would still be an option.

As it happened, there were no comments submitted electronically or in any other way during the comment period, and the only attendees were six City staff members who were available to administer the hearing and one public participant. A general description of the CAPER and next steps were discussed. Comments provided were in line with the 2021 Annual Action Plan prompting the suggestion of participation in the upcoming hearing specifically for the 2021 Annual Action Plan. Given the ongoing health concern with COVID-19, and the fact that it is typical for the CAPER draft to receive no comments, this lack of attendance or comment is not viewed in a negative light.

There being no comments that would warrant edits to the draft, this Citizen Participation Record is to be added and the CAPER submitted on 3/31/2021 as drafted.

###

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2020 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2020 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

Beginning February 18, 2021, a draft report will be available for review at www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through March 8, 2021 at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that A Public Hearing will be held Monday, March 8, 2021 at 5:00 p.m. to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan. In light of social distancing requirements, this will be a VIRTUAL Public hearing with access by internet or phone. For instructions on how to join the VIRTUAL Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00 p.m. March 8, 2021.

Additionally, comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to pwingo@hattiesburgms.com. Related comments should be delivered by March 8, 2021.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

PUBLISH Twice in the Legal Section: Thursday, February 18, 2021 and Thursday, February 25, 2021.

Call the Action Line at 601-545-4500 or submit a ticket [online](#) | [Sign up for Recycling](#) | [Flood Information](#) | [C](#)

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NOTICE TO BIDDERS: QUALIFIED ELIGIBLE CONTRACTORS

The City of Hattiesburg is seeking Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair activities as needed for a period ending December 31, 2023 for the Department of Urban Development – Community Development.

Application packets are available in the Office of the Clerk at City Hall. **Statements of Qualifications packets will be due Thursday, March 4, 2021.**

Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation Housing Repair Grants Manual.

For more information call the Community Development Division, 601-545-4558.

[NOTICE](#)



COMMUNITY DEVELOPMENT

CONTACT INFORMATION

Located at Hattiesburg City Hall, the office is open Monday through Friday, between the hours of 8 a.m. and 5 p.m.

200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
601-545-4558

Staff

Petra Wingo, Division Manager
Dequandra Johnson, Housing Coordinator
Kendrick Laster, Housing Inspector
Nick Williams, Housing Coordinator
Tonya Jordan, Neighborhood Coordinator

The Community Development Division administers the annual grant [Department of Housing and Urban Development \(HUD\)](#) as well as a complement such efforts. Primarily, this division manages projects Development Block Grant (CDBG) and HOME Investment Partn these programs are intended to benefit low- to moderate-income (Administration of the programs is guided by the City's 5-year Con Action Plan.

HOME

The HOME Program focuses on Affordable Housing. The City of awards to income-eligible first-time home buyers; oversees a rehal occupied dwellings; and partners with non-profit organizations for rehabilitating houses to be sold or rented as affordable units.

CDBG

The CDBG Program allows for activities that benefit LMI individu community that are majority LMI, or serve to create jobs available undertaken by the City include Homeowner-occupied rehabilitatio Downtown Facade Improvement, various Public Services through Assistance, Public Facility Improvement, and Infrastructure Impro

PUBLIC NOTICES

February 18 – PUBLIC NOTICE

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING: 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a [DRAFT 2020 Consolidated Annual Performance and Evaluation Report \(CAPER\)](#). The report provides details on the activities proposed and completed during the 2020 program year using Community Development Block Grant (CDBG)

Programs with ongoing application periods:

- ☐ HOME Downpayment Assistant for First Time Homebuyers
- ☐ CDBG Facade Improvement Assistance
- ☐ CDBG Emergency Housing Repair (homeowner-occupied)
- ☐ NOAA Weather Alert Radios

Programs with limited application periods:

- ☐ CDBG & HOME Substantial Housing Rehabilitation (homeow
- ☐ CDBG Public Service Awards for Non-Profits
- ☐ CDBG Microenterprise Assistance

Individuals interested in programs with time-limited application per Community Development Division at (601) 554-1006 for more in Availability or Requests for applications/proposals will be advertis funding is available. Whether or not funding is available will depend available in the City's annual grant awards and what priority level i comparison with others.

and HOME Investment Partnerships Program (HOME) entitlement funds.

A public comment period will be held from February 18, 2021 – March 8, 2021. **A virtual public hearing will be held Monday, March 8, 2021 at 5:00 p.m.** to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan. For instructions on how to join the VIRTUAL Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00 p.m. March 8, 2021.

Please see the official [PUBLIC NOTICE](#) for more information regarding the comment period and hearing.

PROGRAM DOCUMENTS

Links below provide more information on certain program areas.

[2020 Draft Action Plan](#)

[2018-2022 Consolidated Plan & 2018 Annual Action Plan](#)

[2019 Analysis of Impediments](#)

[Revised Citizen Participation Plan 2017](#)

[Maps of Median Income and Minority Concentration](#)

[2019 Draft CAPER](#)

[2019 Action Plan](#)



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AGENDA

PUBLIC HEARING – 2020 CAPER Community Development Division

**March 8, 2021 – 5:00 p.m.
Virtual Meeting – GoToMeeting**

1. Welcome & Introductions
2. What is the CAPER? What is the process for completing a CAPER?
3. Key elements of the CAPER:
 - a. Goals & Outcomes
 - b. Demographics & Geography
 - c. Grant dollars spent & leveraging
 - d. Types of affordable housing activities
 - e. Homelessness activities
 - f. Public Housing support
 - g. Other, Monitoring, etc.
4. Comment opportunity
5. Next steps – present final product to City Council & submit to HUD.

City of Hattiesburg Staff:

Petra Wingo	Community Development Division Manager	601.554.1006
Dequandra Johnson	Housing Coordinator	cdbg@hattiesburgms.com
Nick Williams	Housing Coordinator	
Kendrick Laster	Housing Program Inspector	
Randy Jordan	Housing Program Inspector	
Andrew Ellard	Director of Urban Development	

###

Wingo, Petra

From: Hall, Stephanie
Sent: Monday, March 8, 2021 5:25 PM
To: Wingo, Petra
Subject: CAPER Public Hearing

3/8/2021
5pm
Virtual

Attendance:
Mavis Creagh

City Staff:
Andrew Ellard
Petra Wingo
Dequandra Johnson
Nick Williams
Kendrick Laster
Stephanie Campos

Stephanie Hall Campos

City of Hattiesburg
Office Manager & Public Engagement Coordinator
Urban Development
Phone: 601.545.4675
Fax: 601.544.0392
shall@hattiesburgms.com
Website: www.hattiesburgms.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Acknowledge the setting of a public hearing for the purpose of receiving comments on the draft 2021 Action Plan, March 30, 2021 at 5:00pm and an associated public comment period.
File Number: 2021-269
Minute Book #

Summary

Acknowledge the setting of a public hearing for the purpose of receiving comments on the draft 2021 Action Plan, March 30, 2021 at 5:00pm

Recommendation Statement

I recommend approval of this item

Please place this on the March 16, 2021 City Council meeting for consideration.

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR THE 2021 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi has been allocated \$530,462 in Community Development Block Grant (CDBG) funds and \$297,029 in HOME Investment Partnerships (HOME) Program funds from the U.S. Department of Housing and Urban Development for program year 2021. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate- income.

A Public Hearing is scheduled for Tuesday, March 30, 2021 at 5:00 p.m. In light of social distancing requirements, this will be a VIRTUAL Public Hearing with access by internet or phone. For instructions on how to join the virtual Public Hearing, please contact the Department of Urban Development at (601) 545-4675 no later than 3:00pm on March 30, 2021. Public Comments on the topic will be taken between March 11, 2021 and April 12, 2021.

The City has drafted a 2021 Action Plan for the allocation of CDBG and HOME funds based on strategies in the 5-year Consolidated Plan and on feedback from previous public comment opportunities. The City proposes to allocate the 2021 funding in the following manner:

CDBG:

Administration: \$106,092

Housing Programs: \$120,000

Public Facilities: \$254,370

Public Services: \$50,000

HOME:

Administration: \$29,703

CHDO Housing: \$44,559

Housing Rehabilitation: \$222,771

The Draft 2021 Action Plan is available at www.hattiesburgms.com/community-development or at the Community Development Division Office on the First Floor of City Hall, 200 Forrest Street, Hattiesburg, MS. Interested parties may also email cdbg@hattiesburgms.com or call 601-545-4558 to request an emailed copy of the draft document. The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for March 30, 2021. Written comments will additionally be accepted in the Community Development Division now through April 12, 2021. These comments will be taken into consideration in finalizing a 2021 Action Plan, and a summary of any comments accepted will be attached to the final action plan.

Comments related to this NOTICE may be delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401 or mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403. Comments may also be emailed to cdbg@hattiesburgms.com.

If you have any questions regarding this information, please contact the Department at (601) 545-4558. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 545-4675 or email shall@hattiesburgms.com in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH in the Legal Section: Thursday, March 11, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, March 16, 2021

Re: Acknowledge no proposals were received for Term Bid Item #3 - Ready Mix Concrete; Approve Specifications and Authorize Publication of Advertisement for above referenced Term Bid Item.
File Number: 2021-259
Minute Book #

Summary

Acknowledge no proposals were received for Term Bid Item #3 - Ready Mix Concrete; Approve Specifications and Authorize Publication of Advertisement for above referenced Term Bid Item.

Recommendation Statement

On February 18th, 2021 no proposals were received for Term Bid Item #3 - Ready Mix Concrete. I recommend the council approve specifications and authorize publication of advertisement for this term bid item.

Please place this on the March 16, 2021 City Council meeting for consideration.

SPECIFICATIONS FOR ITEM #3: READY MIX CONCRETE FOR THE CITY OF HATTIESBURG

Bidder shall bid on Ready Mix Concrete meeting the requirements of Section 800 of the Mississippi Highway Department Specifications of 1990 or latest revisions.

Class "A" concrete 2.00 cement factor-compressive strength in 28 days of 4500 PSI

Class "A" concrete 1.75 cement factor-compressive strength in 28 days of 4000 PSI

Class "A" concrete 1.65 cement factor-compressive strength in 28 days of 3500 PSI

Class "B" concrete 1.50 cement factor-compressive strength in 28 days of 3000 PSI

Class "B" concrete 1.50 cement factor-compressive strength in 28 days of 3500 PSI, with pea gravel for washed aggregate use

Class "C" concrete 1.25 cement factor-compressive strength in 28 days of 2500 PSI

Class "D" concrete 1.00 cement factor-compressive strength in 28 days of 2000 PSI

Six bag pea gravel grout mix

Fiber mesh added to mix per cubic yard

BIDDER shall quote additional cost per yard for 2% calcium chloride for all classes of concrete contained herein.

Ready mix concrete furnished not to exceed 20% per yard fly ash-Class "C".

BIDDER shall quote prices per Cubic Yard.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be **FIRM** for a period beginning April 1, 2021, and ending September 30, 2022, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, to job site.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 16th day of March, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

3. df

ITEM #3 - READY MIX CONCRETE FOR THE CITY OF HATTIESBURG

ITEMS	PRICE PER CUBIC YARD
CLASS "A" - 4500 PSI (2.00 CEMENT FACTOR)	
CLASS "A" - 4000 PSI (1.75 CEMENT FACTOR)	
CLASS "A" - 3500 PSI (1.65 CEMENT FACTOR)	
CLASS "B" - 3000 PSI (1.50 CEMENT FACTOR)	
CLASS "B" - 3500 PSI W/ PEA GRAVEL (1.50 CEMENT FACTOR)	
CLASS "C" - 2500 PSI (1.25 CEMENT FACTOR)	
CLASS "D" - 2000 PSI (1.00 CEMENT FACTOR)	
SIX BAG PEA GRAVEL GROUT MIX	
FIBER MESH ADDED TO MIX	
2% CALCIUM CHLORIDE ADDED	
TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, April 8, 2021, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 15, 2021, at 10:00 a.m.

Ready Mix Concrete

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 16th day of March, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, March 16, 2021

Re: Acknowledge bids received February 18th and February 25th, 2021 for Various Term Bid items for the Public Works Department; Accept the bids as recommended below.
File Number: 2021-257
Minute Book #

Summary

Acknowledge bids received February 18th and February 25th, 2021 for Various Term Bid items for the Public Works Department; Accept the bids as recommended below.

Recommendation Statement

After review of the various bids received between February 18, 2021 and February 25, 2021 for supplying the above items I wish to make the following recommendations:

Item #25: Concrete and Brick Structures - Accept the bid of RJM McQueen Contracting as the only bid received.

Item #33 - Crushed Concrete - Accept the bid of Warren Paving as the only bid received.

All bids recommended for acceptance are in compliance with the City's advertised specifications and all applicable state statutes.

Please place this on the March 16, 2021 City Council meeting for consideration.

PAY ITEM	UNITS	UNIT PRICE
4" Concrete Sidewalk, Without Reinforcement (including excavation)	S.Y.	54.00
6" Concrete Sidewalk, Without Reinforcement(including excavation)	S.Y.	68.00
Concrete Curb, Header	L.F.	31.00
Combination Concrete Curb & Gutter	L.F.	31.00
Stamping Asphalt	S.Y.	90.00
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by Contractor	S.Y.	395.00
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	3.80
Concrete Driveway, Without Reinforcement	S.Y.	78.00
Concrete Median and/or Island Pavement, 6"	S.Y.	60.00
Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	0
Demolition of Curbs	L.F.	14.00
Demolition of Sidewalks	S.Y.	14.00
ADA Ramps	S.Y.	330.00

Truncated Domes	S.F.	29.00
Truncated Domes (in Radius)	S.F.	33.00
Select Fill	C.Y.	13.00
Sod	S.Y.	9.00
Minor Structures (0.5 CY- 3CY)	C.Y.	2400.00
Minor Structures (3CY- 6CY)	C.Y.	2250.00
Minor Structures (6 CY- 6CY)	C.Y.	2250.00
Saw Cutting (All Depths)	L.F.	11.00
Crushed Conc.	Ton	66.00
Top Soil	C.Y.	24.00
Adjustment of City Utilities	E.A.	200.00
Bump Grinding (All depths)	S.Y	200.00
Street Sweeping (per unit)	HR	240.00
Removal of Conc. Structures	SY	33.00
Removal of Concrete curb	L.F.	13.00
Total bid price		\$8,939.80

RJM-McQueen Contracting, Inc.

NAME OF COMPANY

80 Ramsey McQueen Road Collins, MS 39428

STREET/P.O.
ADDRESS

ds 7

Collins, MS 39428

CITY/STATE & ZIP CODE

601-765-6561 jamie@rjmmcqueen.com

PHONE NUMBER & EMAIL

February 18,2021

DATE OF BID

Jamie Ochenrider Vice-President

OFFICIAL'S NAME & TITLE


OFFICIAL'S SIGNATURE

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, Mississippi 39428

Certificate of Responsibility No: MC-03275

TAX ID: 64-0878837

FILED

FEB 17 2021

BY  CITY CLERK
DEPUTY CLERK
2:23 pm

ABID@CityofHattiesburgConcrete&BrickTermBid
FEBRUARY 18, 2021 10:00 A.M.



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

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information in order to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

Project Name: City of Hattiesburg Concrete & Brick Term Bid

Name of Company: RJM-McQueen Contracting, Inc.

Contact Person: Christian McQueen

Street Address: 80 Ramsey McQueen Road

City: Collins

State: MS

Zip: 39428

Telephone: 601-765-6561

Fax: 601-765-6562

Email Address: Jeanie@rjmmcqueen.com

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2021, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit;

ITEM #25: CONCRETE AND BRICK STRUCTURES

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

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.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

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PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

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The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

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.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of January, 2021.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

**SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK
TRANSPORTATION STRUCTURES FOR
THE CITY OF HATTIESBURG**

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Bidder shall use Street Bond system or approved equal when stamping asphalt. Bidder shall match existing asphalt stamping which is a Street Bond "terra cotta". Bidder shall include all equipment, paint and other items necessary to properly stamp asphalt.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, shall be included in pay item bid prices.

Adjustment of City Utilities refers to the adjustment of the elevation of City infrastructure that may fall within or interfere with construction of sidewalk, driveway or any other infrastructure that is requested to be constructed. Utilities refers to only the lid or other structure covering the utility, this includes but is not limited to, Water valve box, water meter box, or any other type of structure of similar structure. This is not the physical relocation of said utility. This item shall include all material and personnel necessary to perform this task.

Bump Grinding refers the grinding of City sidewalks and streets for the purpose of removing any abrupt elevation changes in the pavement that can be reduced to smooth the surface. This item shall include all material and personnel necessary to perform this task.

Street sweeping shall include necessary people and equipment to sweep city streets and dispose of any material that is obtained while sweeping. This is a per each item. Meaning if necessary, the City may require more than one sweeper. This will be paid for based on the hours each street sweeper operates.

Minor Structures shall include all necessary people and equipment including steel to construct the structure requested. This includes but is not limited to Junction boxes, Inlet boxes or any other type of concrete structure that maybe needed.

Sod shall include centipede, Bermuda and St Augustine

Work performed under the terms of this contract which provides new installation of City sidewalks and other structure shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer and/or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning April 1, 2021, and ending September 30, 2022, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2021 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #25 CONCRETE & BRICK TRANSPORTATION
STRUCTURES
SUBMITTED BY 10:00 A.M. THURSDAY, FEBRUARY 18,
2021

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 19th day of January 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

Page 4

**BID FORM FOR ITEM #25 - CONCRETE AND BRICK
TRANSPORTATION STRUCTURES FOR
THE CITY OF HATTIESBURG**

Title:	CRUSHED CONCRETE
Agency:	Mississippi > City of Hattiesburg
Start date:	25-Feb-2021 10:00:00 AM
End date:	25-Feb-2021 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
51806	WarrenPaving1	29.5000	25-Feb-2021 10:04:00 AM	Joel	Moody	Warren Paving Inc	joelmoody@warrenpaving.com	2288968003



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, March 16, 2021

Re: Approve plans and specifications for the Quinn Street Speed Tables project and authorize advertisement for bids.
File Number: 2021-254
Minute Book #

Summary

Approve plans and specifications for the Quinn Street Speed Tables project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 16, 2021 City Council meeting for consideration.

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR***

**QUINN STREET SPEED TABLE AND
SIDEWALK PROJECT**

FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



FEBRUARY 2020

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

QUINN STREET SPEED TABLE AND SIDEWALK PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 29**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing traffic tables along Quinn Street and a concrete sidewalk along Lurty Avenue from Quinn Street to Myrtle Street.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 24, 2021

March 31, 2021

INSTRUCTIONS TO BIDDERS

QUINN STREET SPEED TABLE AND SIDEWALK PROJECT CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains 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.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems 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 Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified. Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion for the Base Bid Work within 60 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Quinn Street Speed Table and Sidewalk Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF CONCRETE SIDEWALK	15	SY		
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	180	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	15	LF		
202-B	REMOVAL OF TRAFFIC STRIPE	12	LF		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	100	CY		
216-B	SOLID SODDING, CENTIPEDE	170	SY		
219-A	WATERING	20	KGAL	\$20	\$400
234-A	SILT FENCE	440	LF		
246-A	SANDBAGS	25	EACH		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	20	CY		
602-A	REINFORCING STEEL	1800	LBS		
603-CA	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	64	LF		
604-A	CASTING	1074	LBS		
604-B	GRATING	200	LBS		
907-242-PP	CONSTRUCTION OF RAISED CROSSWALK, PER PLANS	2	EACH		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	345	SY		
609-D	COMBINATION CONCRETE CURB & GUTTER, TYPE I MODIFIED	185	LF		
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	15	SY		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$10
620-A	MOBILIZATION	1	LS	XXXX	
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	XXXX	
626-H	THERMOPLASTIC LEGEND, WHITE	850	LF		

00300-4

626-H	THERMOPLASTIC LEGEND, WHITE	50	SF		
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	27	SF		
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LBS/FT	42	LF		
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Quinn Street Speed Table and Sidewalk Project" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

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5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the 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 BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, 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 change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Quinn Street Speed Table and Sidewalk Project
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
QUINN STREET SPEED TABLE AND SIDEWALK PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ CITY OF HATTIESBURG _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

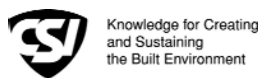
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall 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 Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be 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 11.01.B.

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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. 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 cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' 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 returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. 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 workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, 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 the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. 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

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 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.
 - 1. 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**, including all additional insureds and waivers of subrogation.
 - 2. 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 and all coverage requirements specified in contract documents are filed with 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.
 - 3. 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. Worker's 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 limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. 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.
 - ii. 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.
 - iii. 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 the **CONTRACTOR** from any and all claims arising from the operation of 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. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- 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 an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor’s Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

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 in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal 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, 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 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

-
- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

-
- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

-
- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

QUINN STREET SPEED TABLE AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

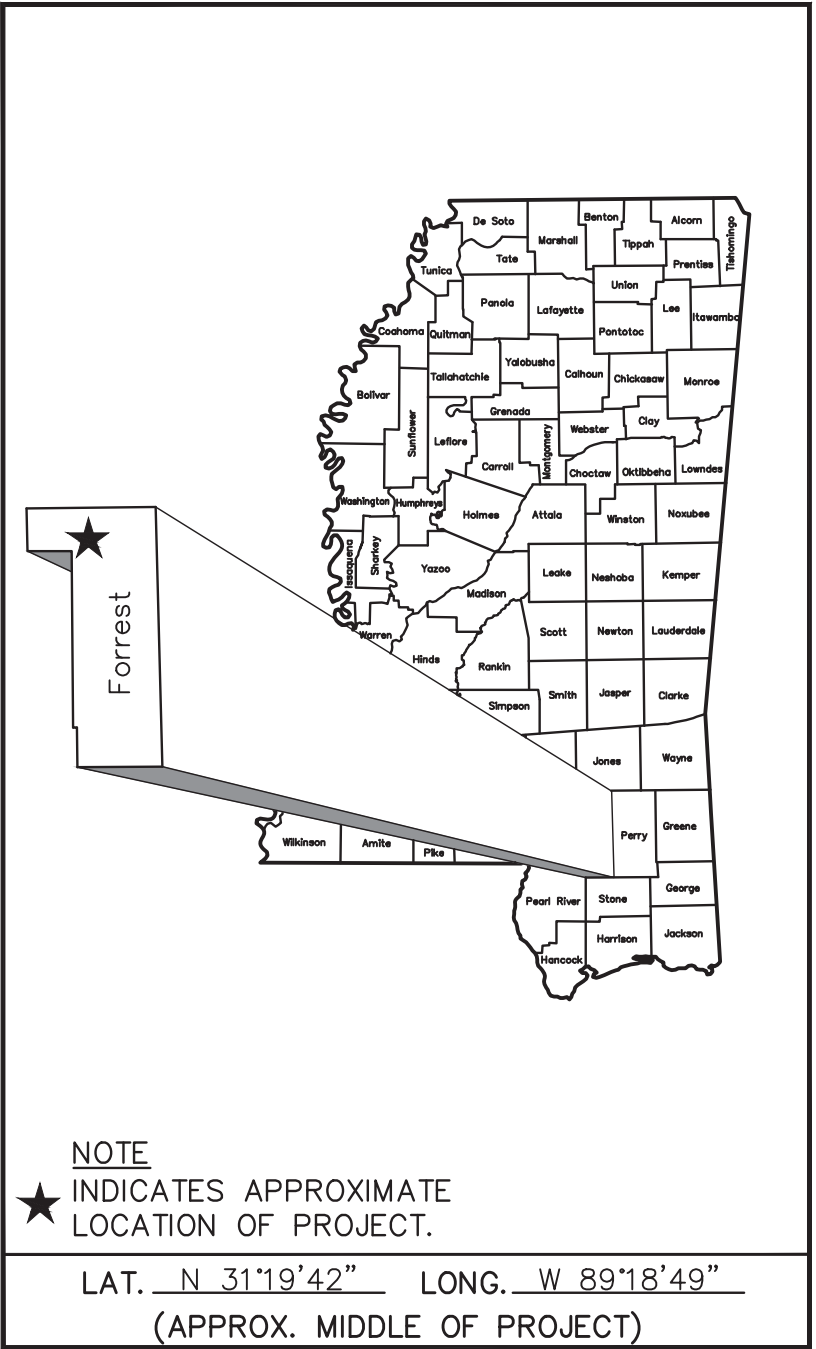
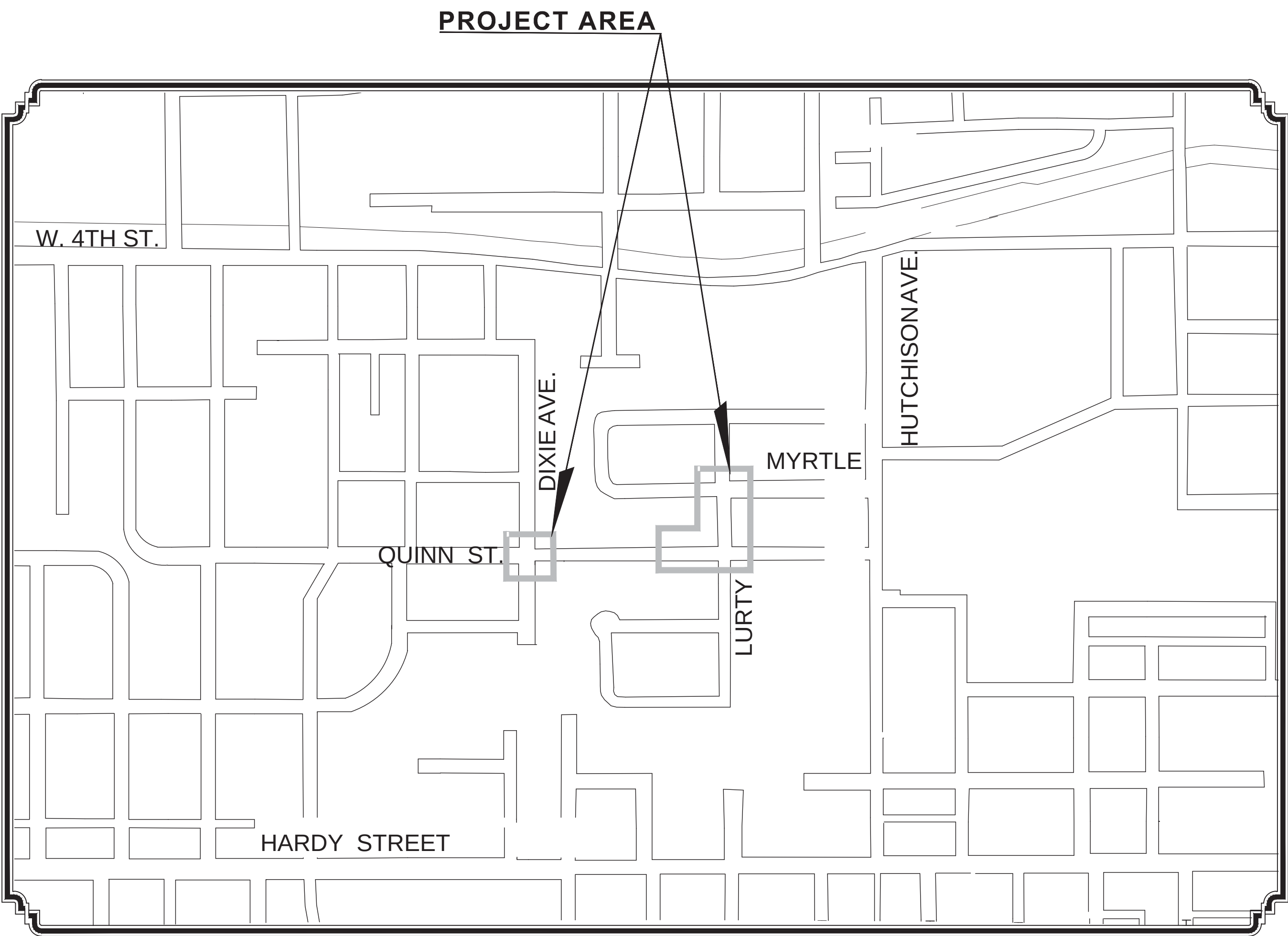
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
C-SPIRE
SPIRE GAS



VICINITY MAP
PROJECT LOCATION

PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.
21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

28. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK.

DESCRIPTION OF SHEET		WKG. NO.	SHT. NO.
TITLE SHEET (1)			1
DETAILED INDEX & GENERAL NOTES (1)			
INDEX & GENERAL NOTES		GN-1	2
QUANTITY SHEET (1)			
SUMMARY OF QUANTITIES		SQ-1	3
DEMOLITION SHEETS (2)			
DEMOLITION SHEET - QUINN STREET AND LURTY AVENUE		DEMO-1	4
DEMOLITION SHEET - QUINN STREET AND DIXIE AVENUE		DEMO-2	5
PLAN SHEETS (3)			
PLAN SHEET - STREET AND LURITY AVENUE		PP-1	6
PLAN SHEET - STREET AND DIXIE AVENUE		PP-2	7
PLAN SHEET - SPEED TABLE AT QUINN STREET AND LURTY AVENUE		PP-3	8
EROSION CONTROL PLAN (2)			
EROSION CONTROL PLAN - QUINN STREET AND LURTY AVENUE		ECP-1	9
EROSION CONTROL PLAN - QUINN STREET AND DIXIE AVENUE		ECP-2	10
DETAILS (10)			
QUINN STREET SPEED TABLES AND SIDEWALK PROJECT SITE DETAILS		DET-1	11
QUINN STREET SPEED TABLES AND SIDEWALK PROJECT SITE DETAILS II		DET-2	12
QUINN STREET SPEED TABLES AND SIDEWALK PROJECT SITE DETAILS III		DET-3	13
DETAILS OF CONCRETE PIPE COLLAR TYPE		DET-4	14
DETAILS OF GUTTER INLET TYPE GI-1		DET-5	15
DETAILS OF JUNCTION BOX FOR PIPE CULVERTS		DET-6	16
TYPICAL TEMPORAY EROSION CONTROL		DET-7	17
DETAILS OF SILT FENCE INSTALLATION		DET-8	18
DETAILS OF EROSION CONTROL WATTLES DITCH CHECK		DET-9	19
DETAILS OF METAL TOP INLET		DET-10	20
TRAFFIC CONTROL SHEETS (2)			
TRAFFIC CONTROL PLAN		TCP-1	21
TRAFFIC CONTROL DETAILS - ONE LANE CLOSURE (2 LANE ROAD)		TCP-2	22
TOTAL NUMBER OF SHEETS (22)			

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16119	
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				SCALE:	
				SURVEYED BY:	
				DSGN: GPC	DATE: 1/2021
				DRWN: PN	DATE: 1/2021
				CHKD:	DATE:
				QA/QC:	DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

INDEX & GENERAL NOTES	
WORKING NUMBER:	DRAWING NUMBER:
GN-1	2

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2/17/2021 8:02 AM C:\Users\hshaffer\OneDrive\Documents\16119 SQ-1.dwg

SUMMARY OF QUANTITIES				
PAY ITEM NO.	PAY ITEM	UNIT	Prelim	Final
202-B	REMOVAL OF CONCRETE SIDEWALK	SY	15	
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SY	180	
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	50	
202-B	REMOVAL OF TRAFFIC STRIPE	LF	12	
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	100	
216-B	SOLID SODDING, CENTIPEDE	SY	170	
219-A	WATERING	KGAL	20	
234-A	SILT FENCE	LF	440	
246-A	SANBAGS	EACH	25	
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	4	
602-A	REINFORCEMENT	LBS	305	
603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	LF	64	
603-PE	12" CORRUGATED POLYETHYLENE PIPE	LF	32	
604-A	CASTING	LBS	1074	
604-B	GRATING	LBS	200	
907-242-PP	CONSTRUCTION OF RAISED CROSSWALK, PER PLANS	EACH	2	
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	345	
609-D	COMBINATION CONCRETE CURB AND GUTTER TYPE I MODIFIED	LF	185	
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	SY	15	
618-A	MAINTENANCE OF TRAFFIC	EACH	1	
618-B	ADDITION CONSTRUCTION SIGNS	SF	1	
620-A	MOBILIZATION	LS	1	
699-A	ROADWAY CONSTRUCTION STAKES	LS	1	
626-H	THERMOPLASTIC LEGEND STRIPE, WHITE	LF	850	
626-H	THERMOPLASTIC LEGEND STRIPE, WHITE	SF	50	
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, .080" THICKNESS	SF	27	
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LF	42	

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① INCLUDES STRUCTURE EXCAVATION, BEDDING, AND BACKFILL

② ESTIMATED QUANTITY

③ INCLUDES SAWCUTTING

④ TO BE USED ONCE STOCKPILED TOPSOIL IS DEPLETED

⑤ INCLUDES SOCK AND PERFORATIONS

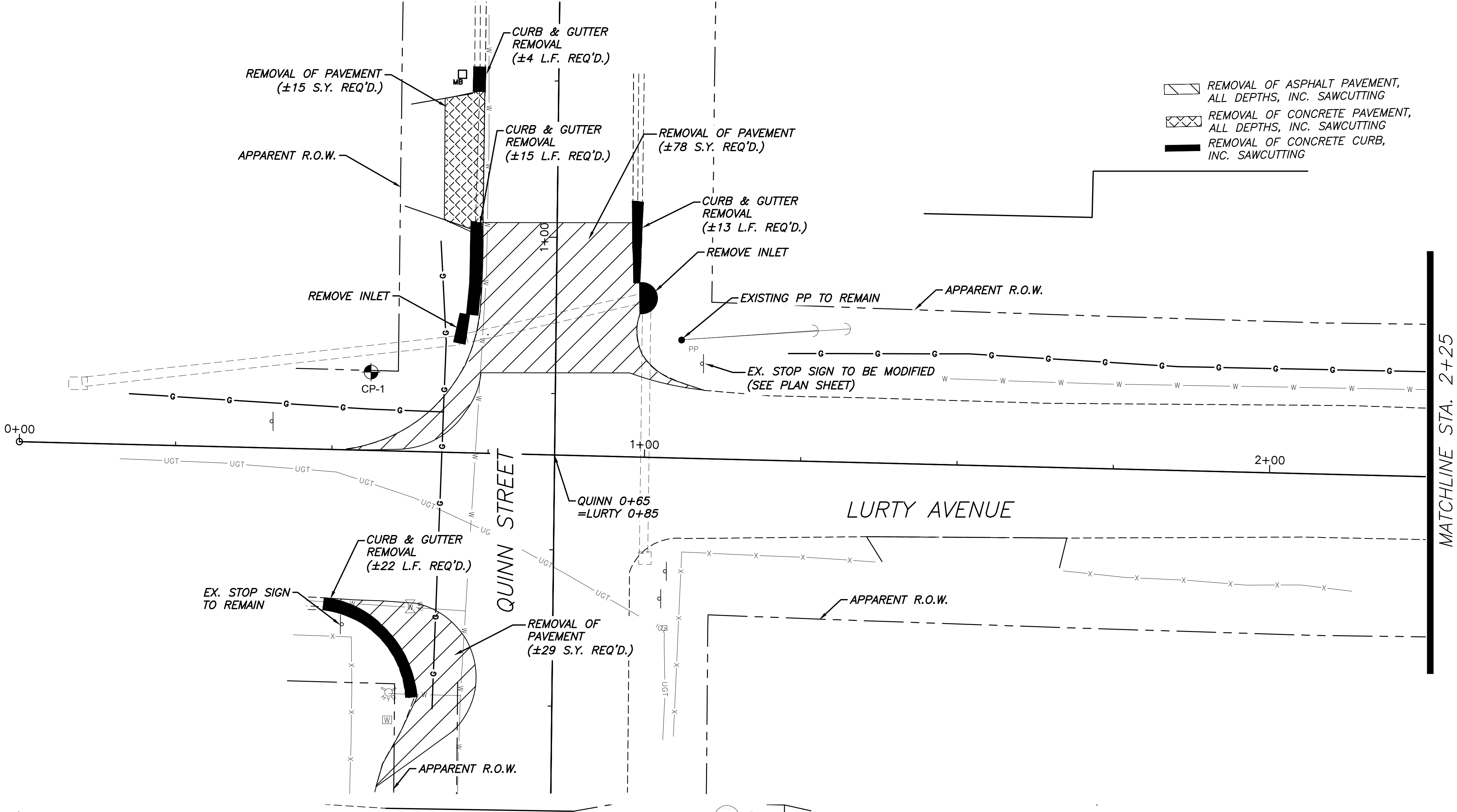
⑥ TO BE USED FOR TRAFFIC CONTROL SIGNS THAT ARE REQUESTED BY THE ENGINEER AND NOT SHOWN IN THE PLANS

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		QUINN STREET SPEED TABLES AND SIDEWALK PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			SUMMARY OF QUANTITIES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16119				WORKING NUMBER: SQ-1	DRAWING NUMBER: 3
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					SURVEYED BY: N.S.					

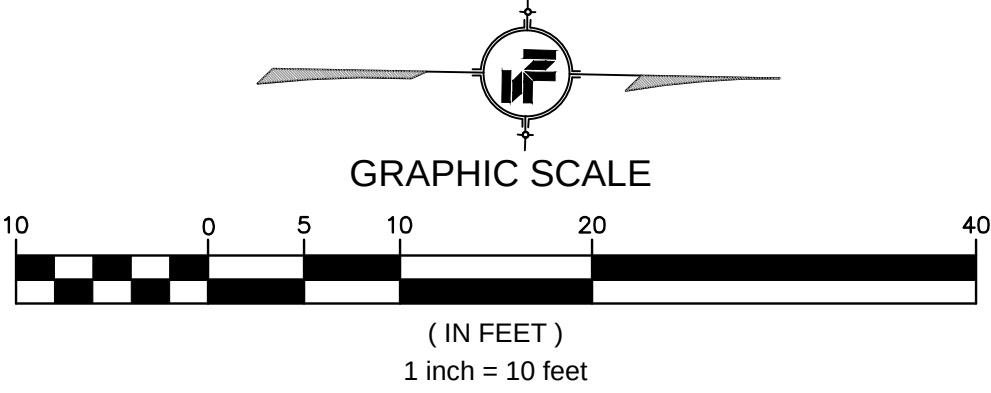
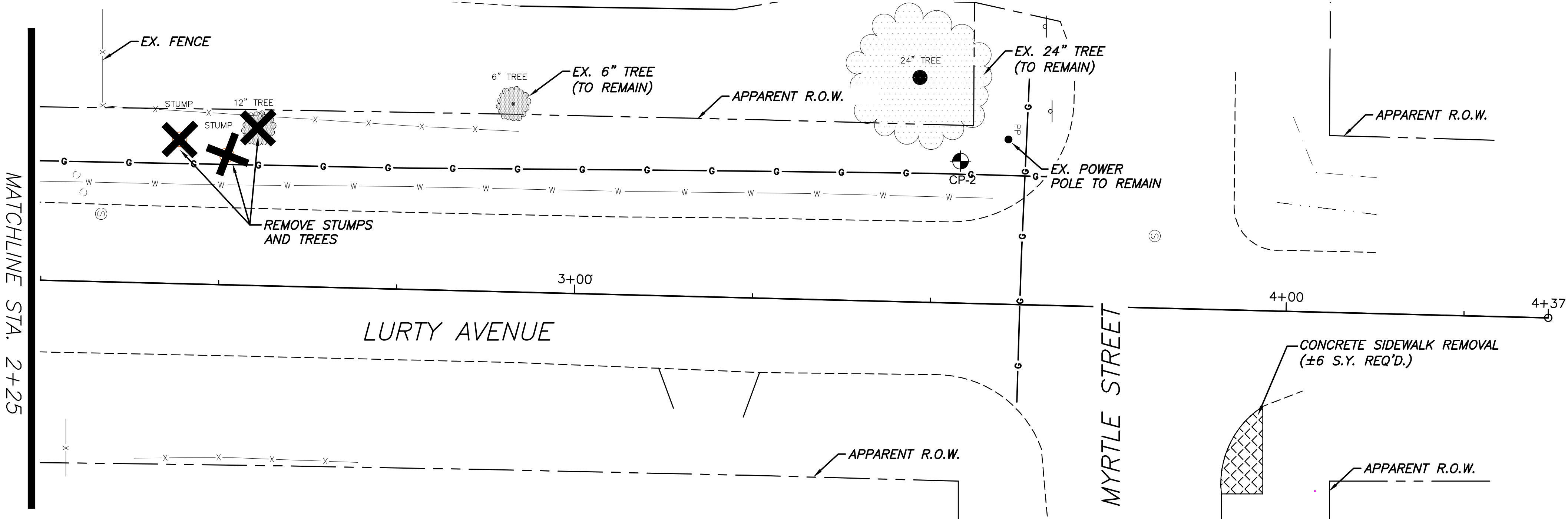
NOTES:

1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
4. BURNING WILL NOT BE ALLOWED ON SITE.
5. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
6. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
7. ALL SIDEWALK, CURB & GUTTER TO BE REMOVED SHALL BE REMOVED AT AN EXISTING JOINT OR SAW CUT AS DIRECTED BY THE ENGINEER. SAW CUT INCLUDED IN OTHER ITEMS OF WORK.
8. EXISTING STRIPING IN CONFLICT WITH PROPOSED WORK SHALL BE REMOVE BY THE CONTRACTOR AND PAID AS REMOVAL OF STRIPING.

CONTROL POINT NAME: CP-1
ELEVATION: 100.00'
DESCRIPTION: Cogo (C1)



CONTROL POINT NAME: CP-2
ELEVATION: 106.621
DESCRIPTION: BS (C2)



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



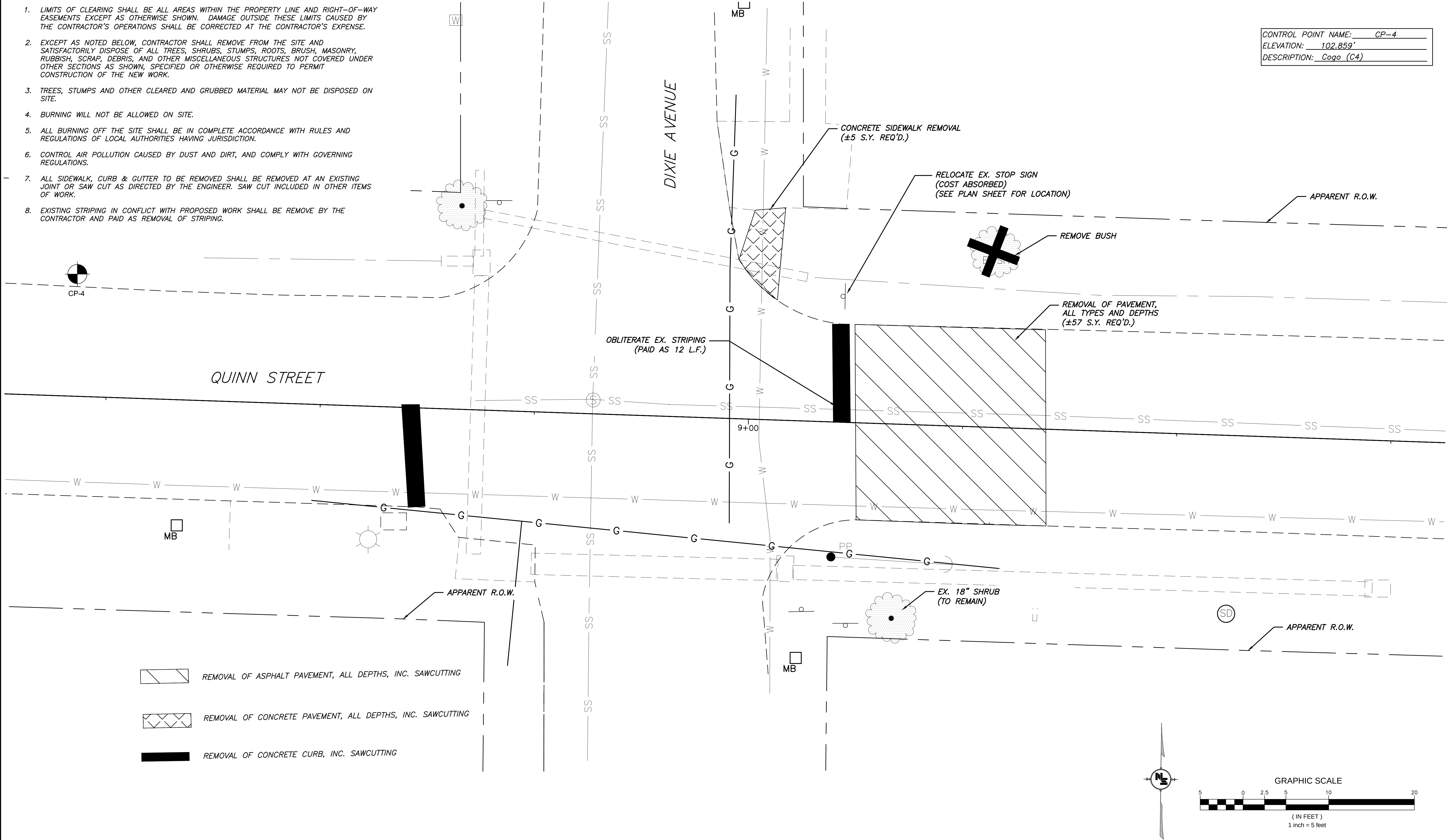
DEMOLITION SHEET -
QUINN STREET AND
LURTY AVENUE

WORKING NUMBER: DEMO-1
DRAWING NUMBER: 4

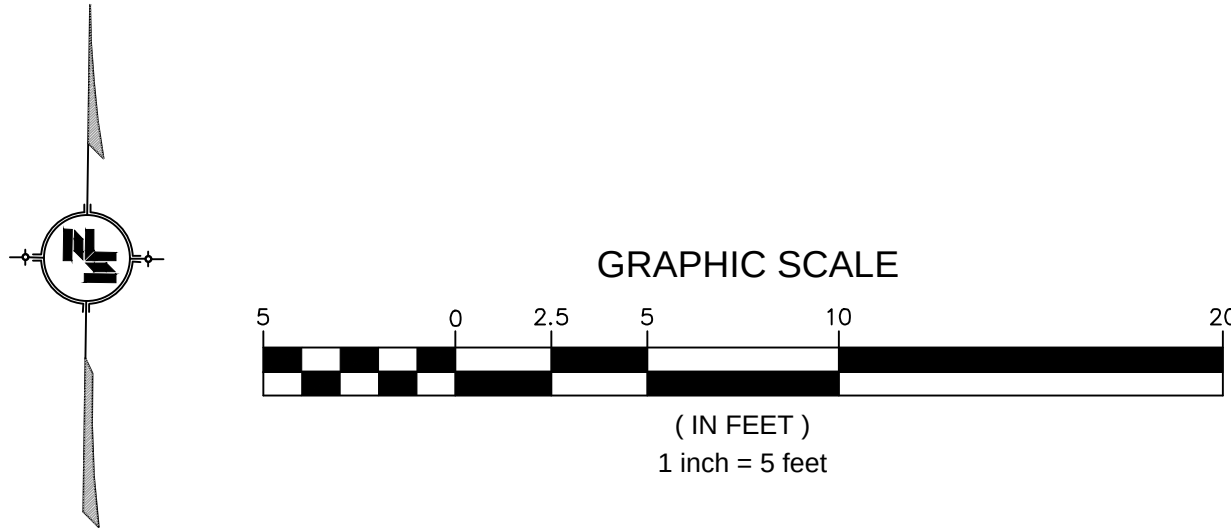
NOTES:

1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
4. BURNING WILL NOT BE ALLOWED ON SITE.
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6. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
7. ALL SIDEWALK, CURB & GUTTER TO BE REMOVED SHALL BE REMOVED AT AN EXISTING JOINT OR SAW CUT AS DIRECTED BY THE ENGINEER. SAW CUT INCLUDED IN OTHER ITEMS OF WORK.
8. EXISTING STRIPING IN CONFLICT WITH PROPOSED WORK SHALL BE REMOVE BY THE CONTRACTOR AND PAID AS REMOVAL OF STRIPING.

CONTROL POINT NAME:	CP-4
ELEVATION:	102.859'
DESCRIPTION:	Cogo (C4)



- REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
- REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
- REMOVAL OF CONCRETE CURB, INC. SAWCUTTING

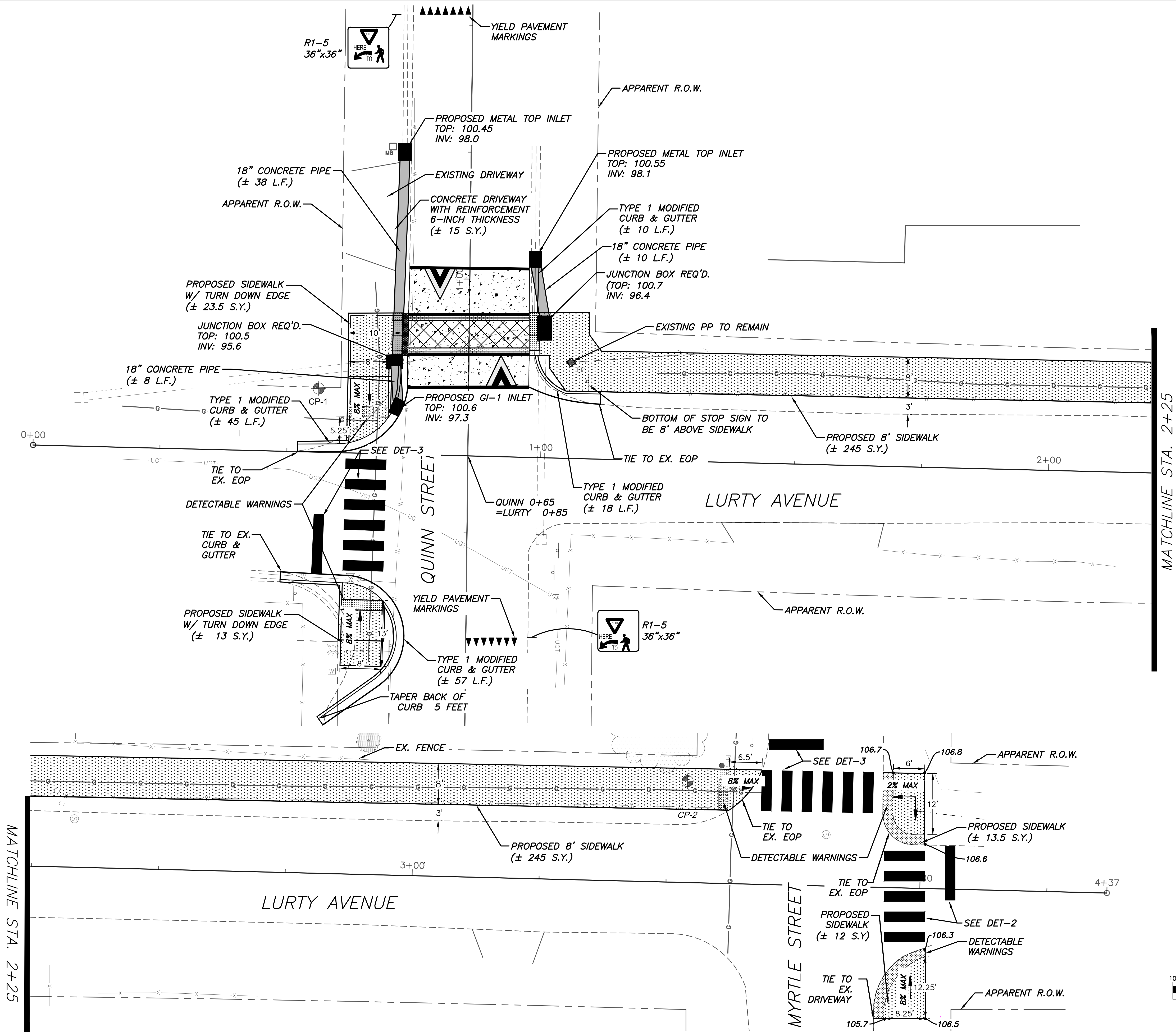


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		QUINN STREET SPEED TABLES AND SIDEWALK PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		DEMOLITION SHEET - QUINN STREET AND DIXIE AVENUE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16119					
					FILENAME: 16119_Demo.dwg					
					SCALE: 1" = 5'					
					SURVEYED BY: N.S.					
					DSGN: GPC	DATE: 1/2021				
					DRWN: PN	DATE: 1/2021				
					CHKD:	DATE:				
					QA/QC:	DATE:				

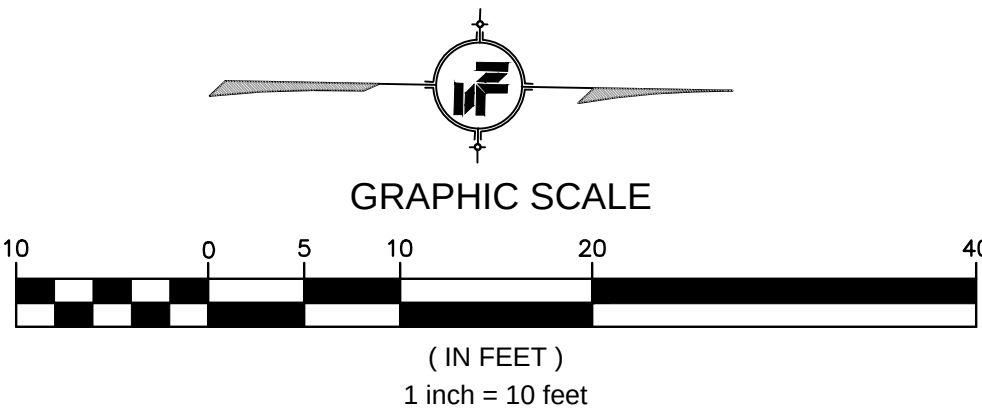
CONTROL POINT NAME: CP-1
ELEVATION: 100.00'
DESCRIPTION: Cogo (C1)

NOTES

1. FOR JUNCTION BOX DETAILS SEE WKG NO DET-6
2. FOR GUTTER INLET DETAILS SEE WKG NO DET-5
3. FOR CURB INLET DETAILS SEE WKG NO DET-10
4. FOR SIDEWALK W/ TURN DOWN EDGE DETAILS SEE WKG NO DET-1
5. FOR SIDEWALK DETAILS SEE WKG NO DET-1 AND DET-3
6. FOR CURB AND GUTTER DETAILS SEE WKG NO DET-1
7. FOR SPEED TABLE DETAILS SEE WKG NO DET-2
8. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
9. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
10. FOR CROSS WALK STRIPING DETAILS SEE WKG NO DET-3
11. FOR DETECTABLE WARNING DETAILS SEE WKG NO DET-1
12. FOR PIPE COLLAR DETAILS SEE WKG NO DET-4



CONTROL POINT NAME: CP-2
ELEVATION: 106.621
DESCRIPTION: BS (C2)



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: 16119	
FILENAME: 16119_Site Plan.dwg	
SCALE: 1"=10'	
SURVEYED BY: N.S.	
DSGN: GPC	DATE: 1/2021
DRWN: PN	DATE: 1/2021
CHKD:	DATE:
QA/QC:	DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



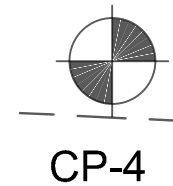
PLAN SHEET -
QUINN STREET AND
LURTY AVENUE

WORKING NUMBER:
PP-1

DRAWING NUMBER:
6

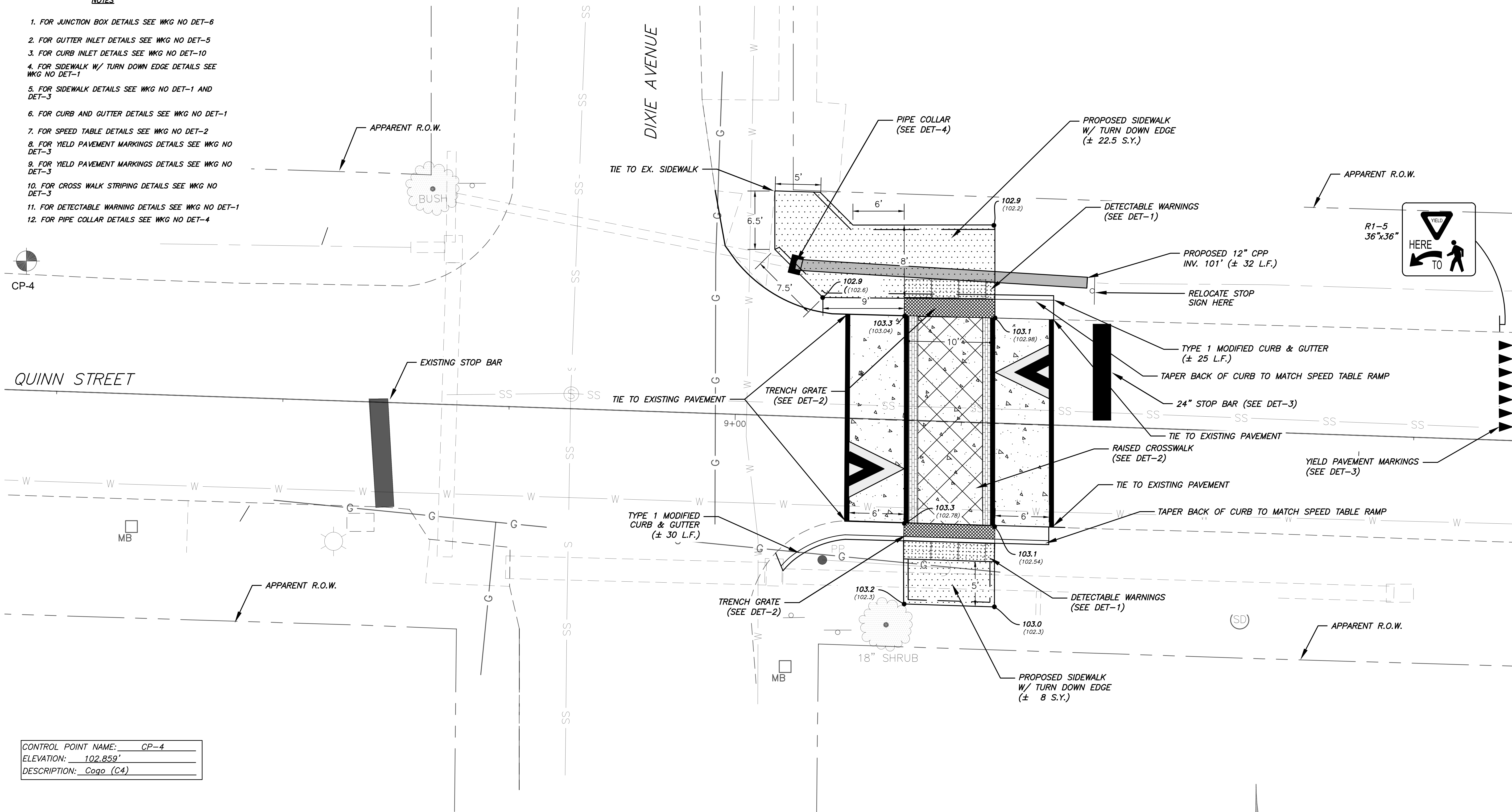
NOTES

1. FOR JUNCTION BOX DETAILS SEE WKG NO DET-6
2. FOR GUTTER INLET DETAILS SEE WKG NO DET-5
3. FOR CURB INLET DETAILS SEE WKG NO DET-10
4. FOR SIDEWALK W/ TURN DOWN EDGE DETAILS SEE WKG NO DET-1
5. FOR SIDEWALK DETAILS SEE WKG NO DET-1 AND DET-3
6. FOR CURB AND GUTTER DETAILS SEE WKG NO DET-1
7. FOR SPEED TABLE DETAILS SEE WKG NO DET-2
8. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
9. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
10. FOR CROSS WALK STRIPING DETAILS SEE WKG NO DET-3
11. FOR DETECTABLE WARNING DETAILS SEE WKG NO DET-1
12. FOR PIPE COLLAR DETAILS SEE WKG NO DET-4

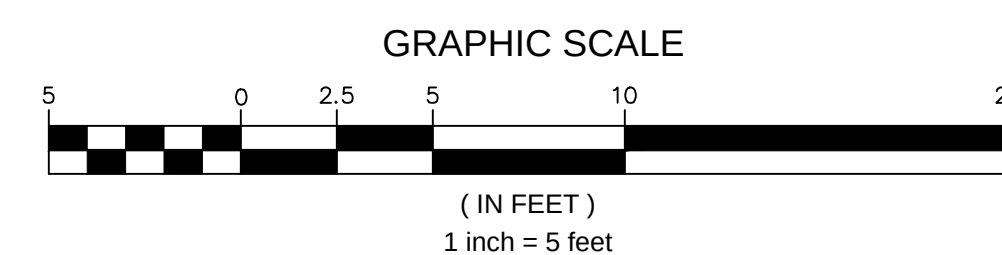
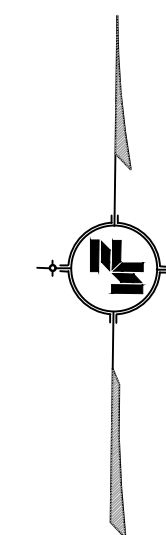


QUINN STREET

DIXIE AVENUE



CONTROL POINT NAME: CP-4
ELEVATION: 102.859'
DESCRIPTION: Cogo (C4)



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 16119
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				SURVEYED BY: N.S.
				DSGN: GPC DATE: 1/2021
				DRWN: PN DATE: 1/2021
				CHKD: DATE:
				QA/QC: DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN SHEET-
QUINN STREET AND DIXIE AVENUE

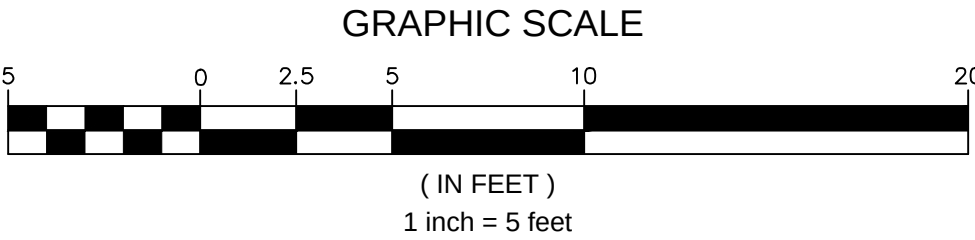
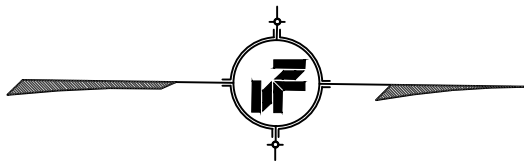
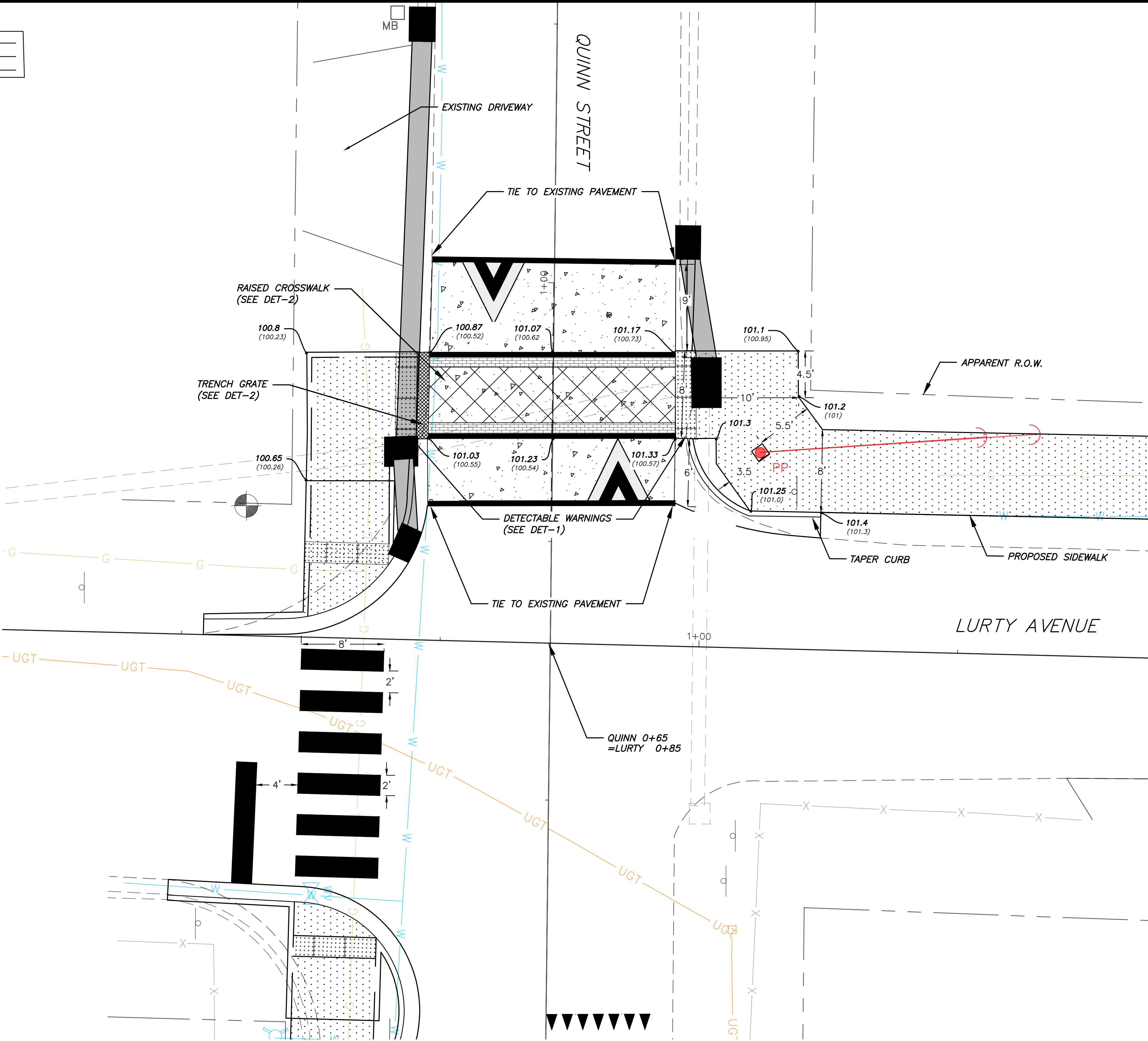
WORKING NUMBER:
PP-2

DRAWING NUMBER:
7

CONTROL POINT NAME: CP-1
ELEVATION: 100.00'
DESCRIPTION: Cogo (C1)

NOTES

1. FOR JUNCTION BOX DETAILS SEE WKG NO DET-6
2. FOR GUTTER INLET DETAILS SEE WKG NO DET-5
3. FOR CURB INLET DETAILS SEE WKG NO DET-10
4. FOR SIDEWALK W/ TURN DOWN EDGE DETAILS SEE WKG NO DET-1
5. FOR SIDEWALK DETAILS SEE WKG NO DET-1 AND DET-3
6. FOR CURB AND GUTTER DETAILS SEE WKG NO DET-1
7. FOR SPEED TABLE DETAILS SEE WKG NO DET-2
8. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
9. FOR YIELD PAVEMENT MARKINGS DETAILS SEE WKG NO DET-3
10. FOR CROSS WALK STRIPING DETAILS SEE WKG NO DET-3
11. FOR DETECTABLE WARNING DETAILS SEE WKG NO DET-1
12. FOR PIPE COLLAR DETAILS SEE WKG NO DET-4



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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			DSGN: GPC	DATE: 1/2021
			DRWN: PN	DATE: 1/2021
			CHKD:	DATE:
			QA/QC:	DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN SHEET - SPEED TABLE AT QUINN STREET AND LURTY AVENUE

WORKING NUMBER:
PP-3

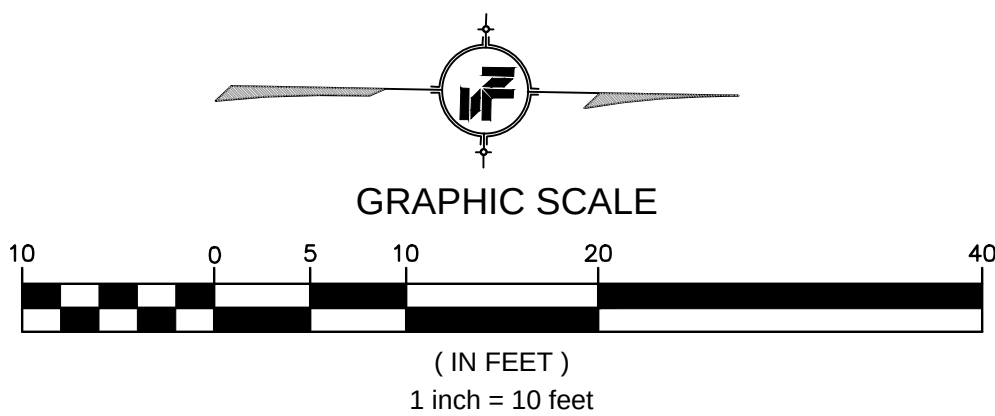
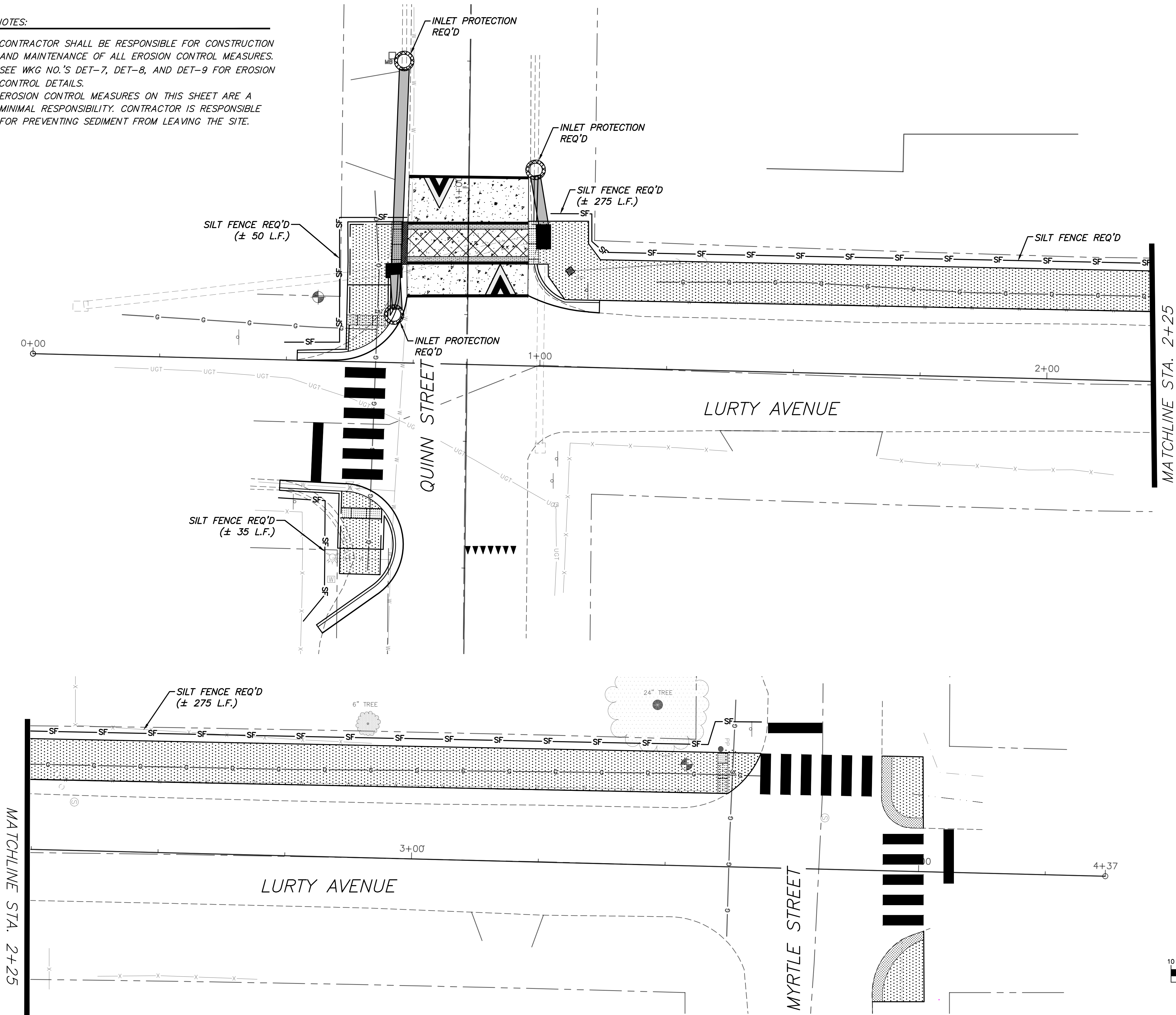
DRAWING NUMBER:
8

LEGEND:

- SF SILT FENCE
- INLET PROTECTION

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.
2. SEE WKG NO.'S DET-7, DET-8, AND DET-9 FOR EROSION CONTROL DETAILS.
3. EROSION CONTROL MEASURES ON THIS SHEET ARE A MINIMAL RESPONSIBILITY. CONTRACTOR IS RESPONSIBLE FOR PREVENTING SEDIMENT FROM LEAVING THE SITE.



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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

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FILENAME: 16119_Erosion Control Plan.dwg
SCALE: 1"=10'
SURVEYED BY: N.S.
DSGN: GPC DATE: 1/2021
DRWN: PN DATE: 1/2021
CHKD: DATE:
QA/QC: DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

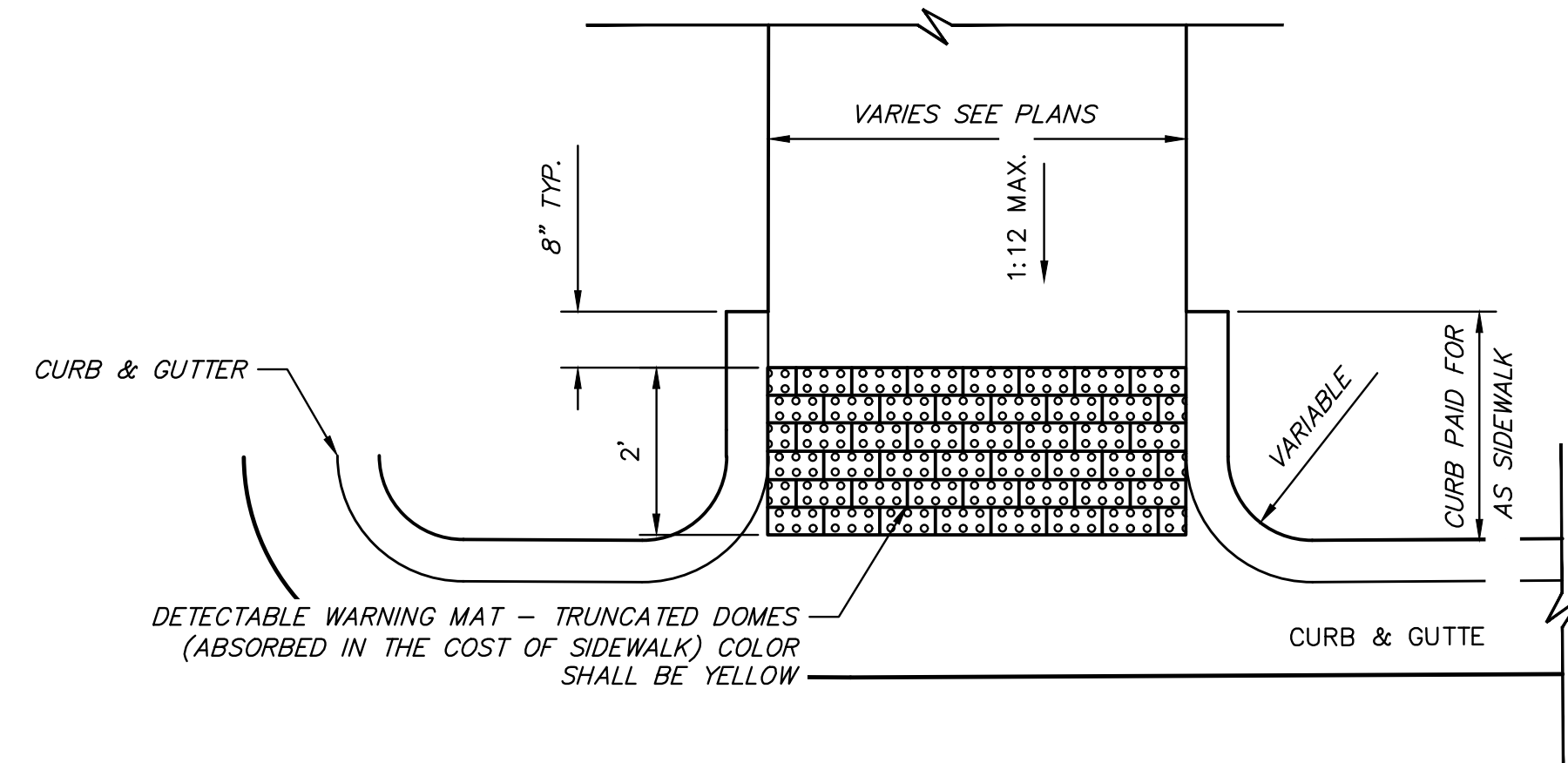
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



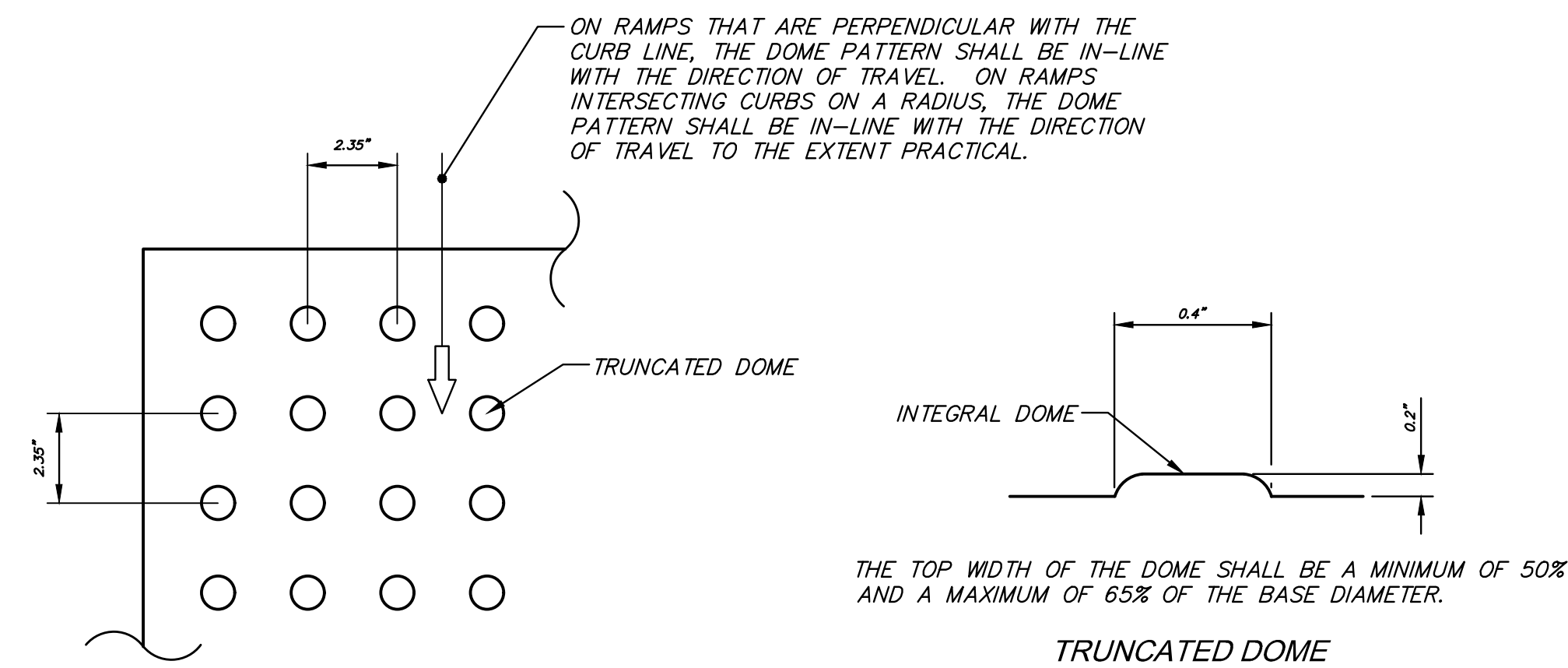
EROSION CONTROL PLAN -
QUINN STREET AND LURTY AVENUE

WORKING NUMBER:
ECP-1

DRAWING NUMBER:
9



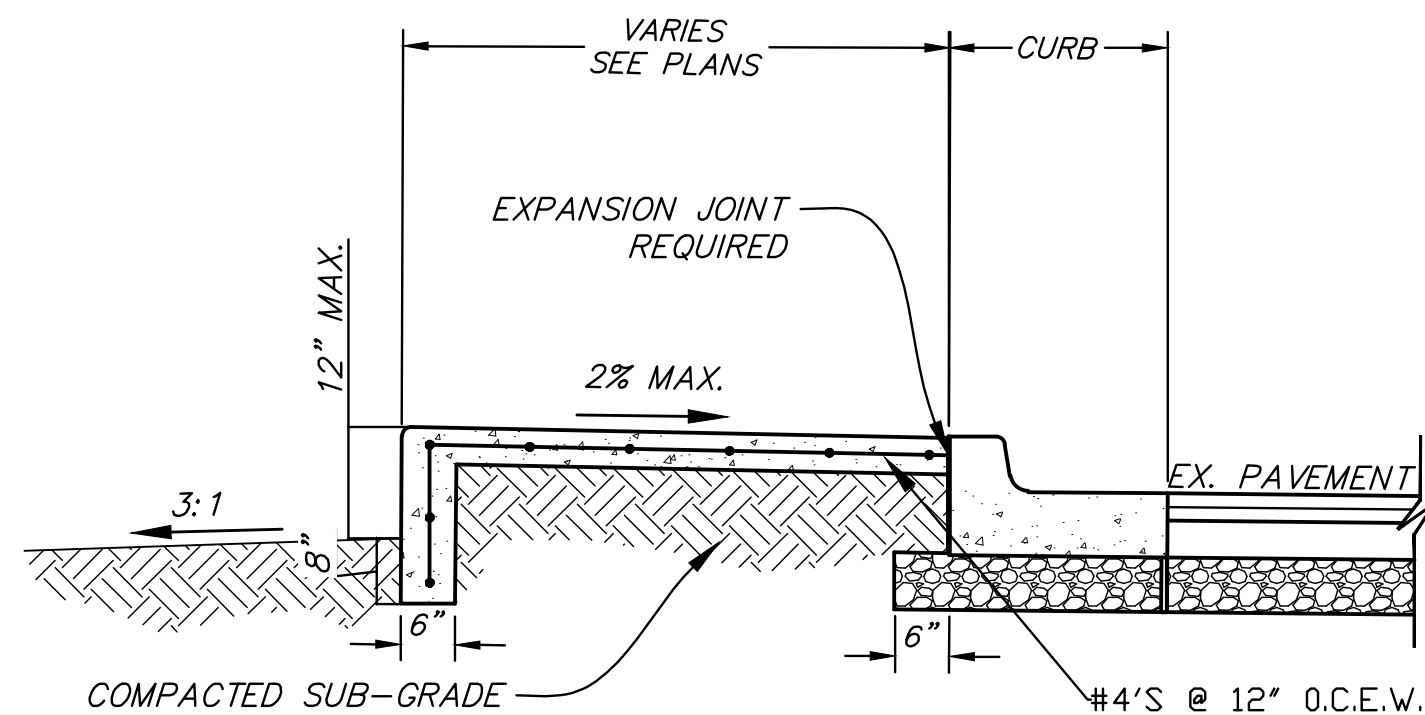
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL
NOT TO SCALE



PLAN VIEW

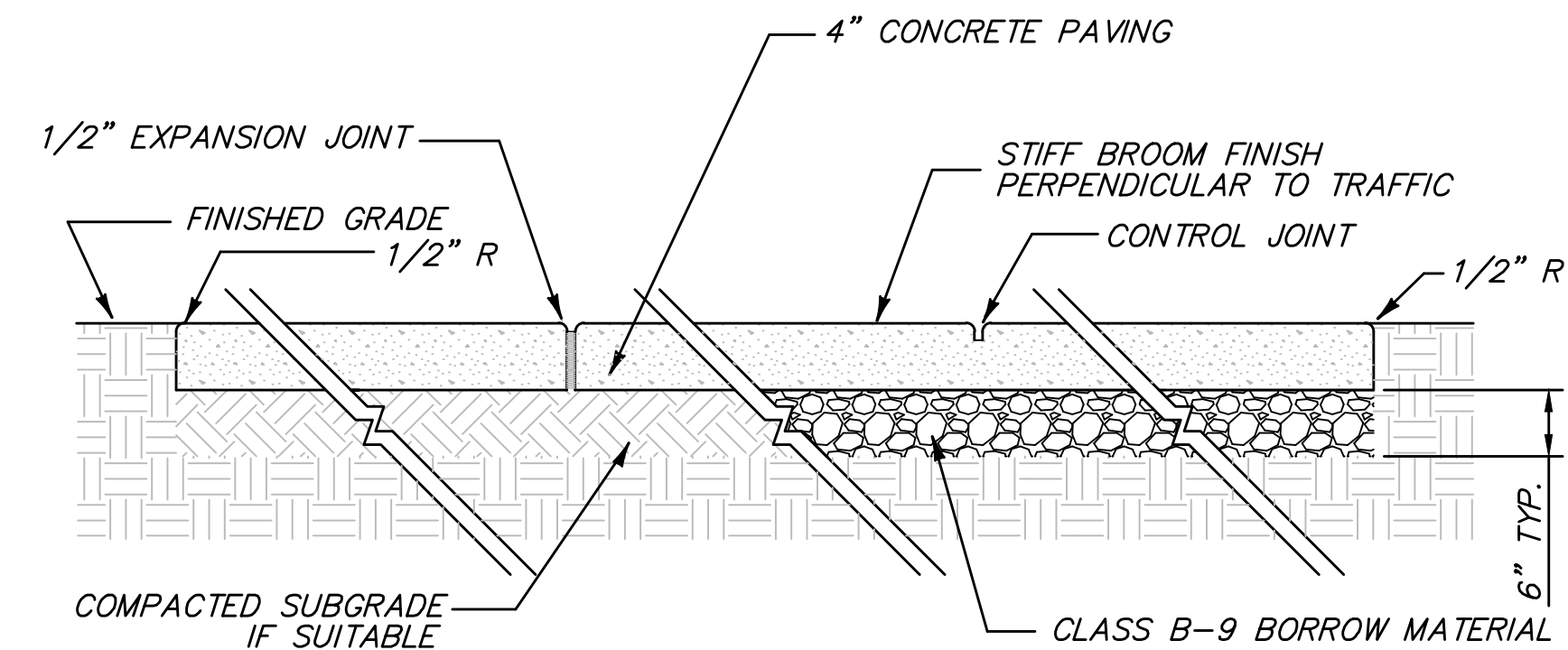
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL
NOT TO SCALE



TYPICAL SIDEWALK W/ TURN DOWN EDGE
NOT TO SCALE

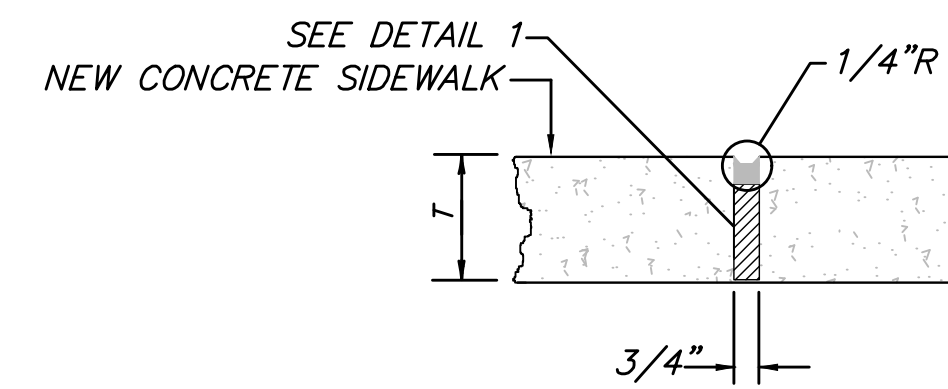
COST OF TURN DOWN TO BE ABSORBED IN COST PER HORIZONTAL SURFACE AREA OF SIDEWALK.



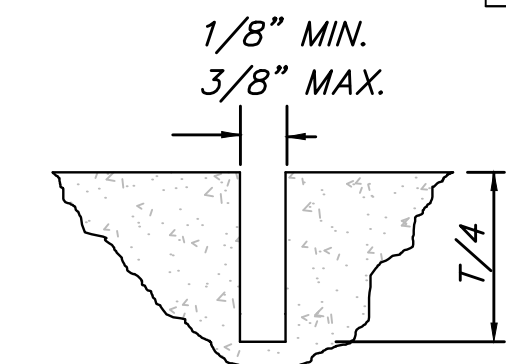
- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED W/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
 - HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ON THIS SHEET
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED.
 - EXCAVATED MATERIALS AND BORROW MATERIAL SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.

TYPICAL SIDEWALK DETAIL
NOT TO SCALE

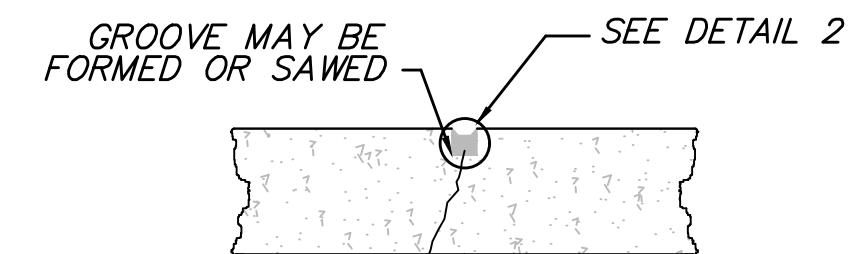
SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
8	8	40



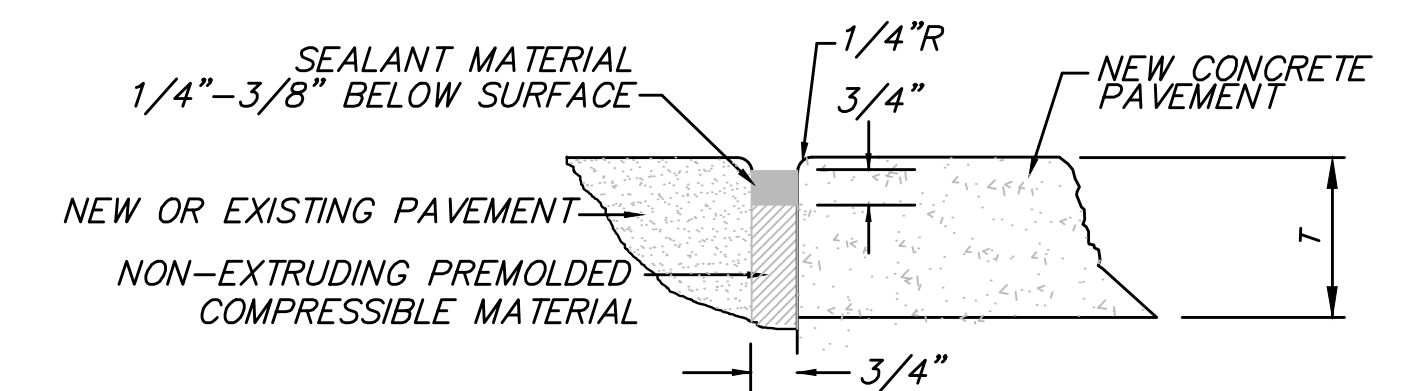
TYPE "B" - EXPANSION JOINT
NOT TO SCALE



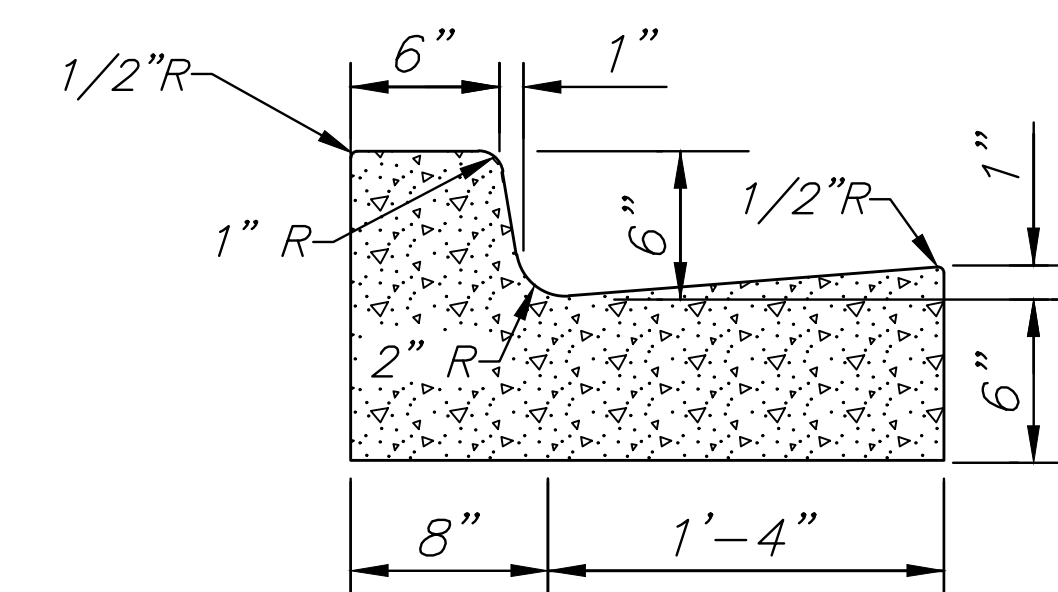
DETAIL 2 - CONTROL JOINT
NOT TO SCALE



TYPE "A" - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE



TYPE I MODIFIED CURB AND GUTTER
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	16119
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				SURVEYED BY:	N.S.
				DSGN:	GCP DATE: 1/2021
				DRWN:	PN DATE: 1/2021
				CHKD:	DATE:
				QA/QC:	DATE:

**QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



**QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT
SITE DETAILS**

WORKING NUMBER:	DRAWING NUMBER:
DET-1	11



TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST



DETAIL - YIELD LINE PAVEMENT MARKING

NOT TO SCALE



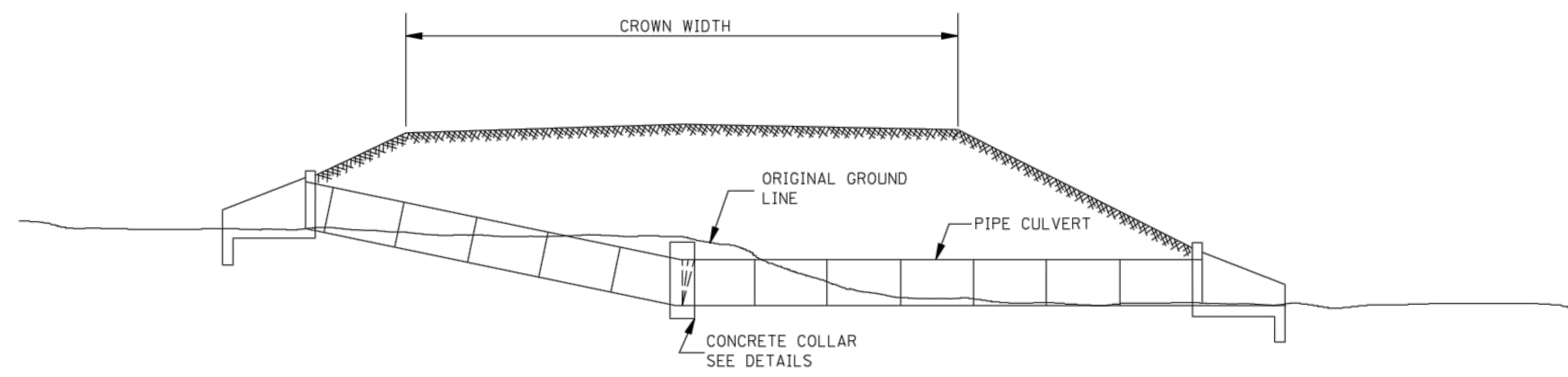
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16119	
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				CHKD:	DATE:
				QA /QC:	DATE:

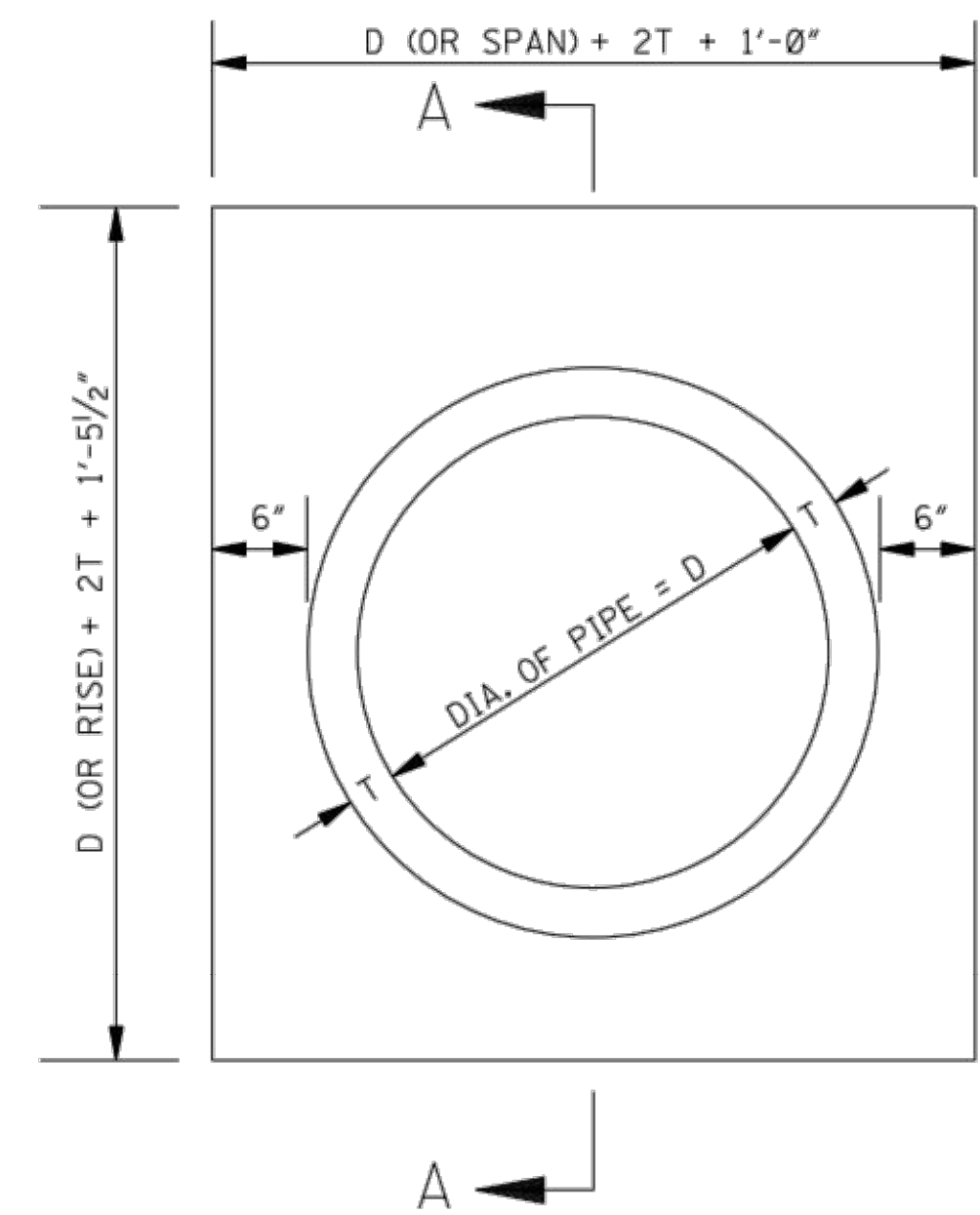
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



WORKING NUMBER: DET-3	DRAWING NUMBER: 13
--------------------------	-----------------------

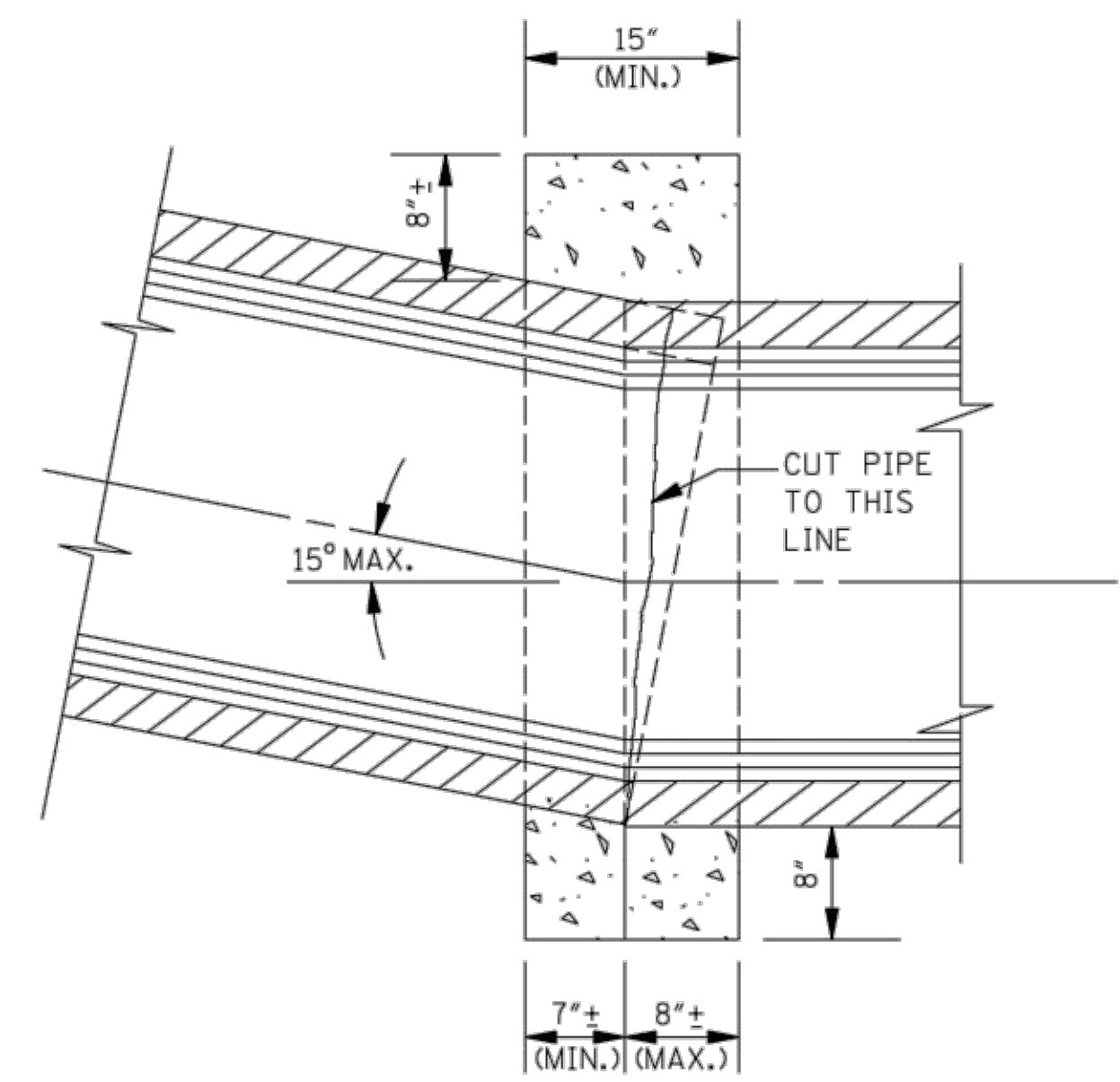


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTES:

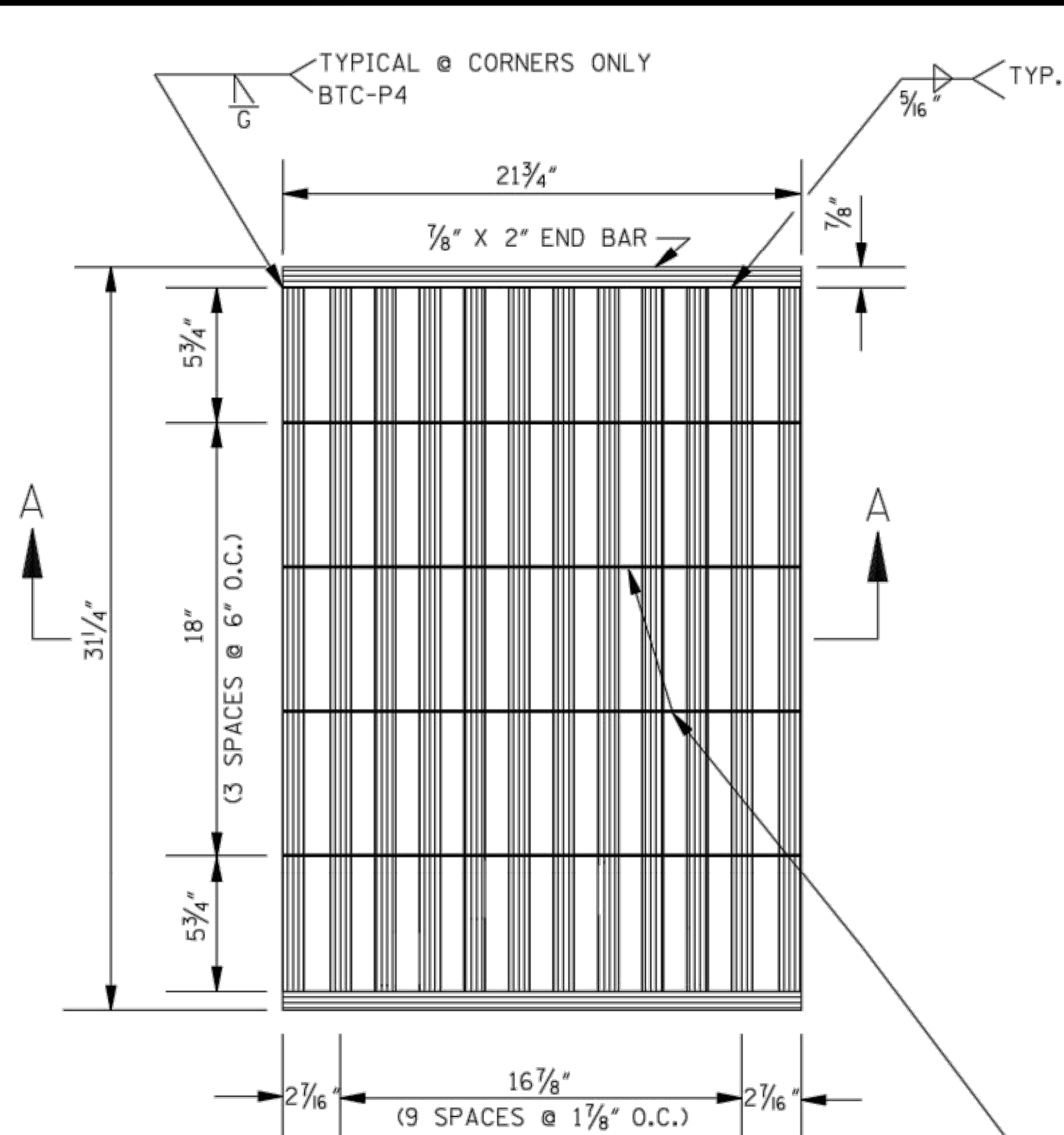
1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

2/17/2021 8:12 AM c:\p0001\hobbies\16119.tbl 38 speed table on gpm final design\design\plan\16119_details.dwg

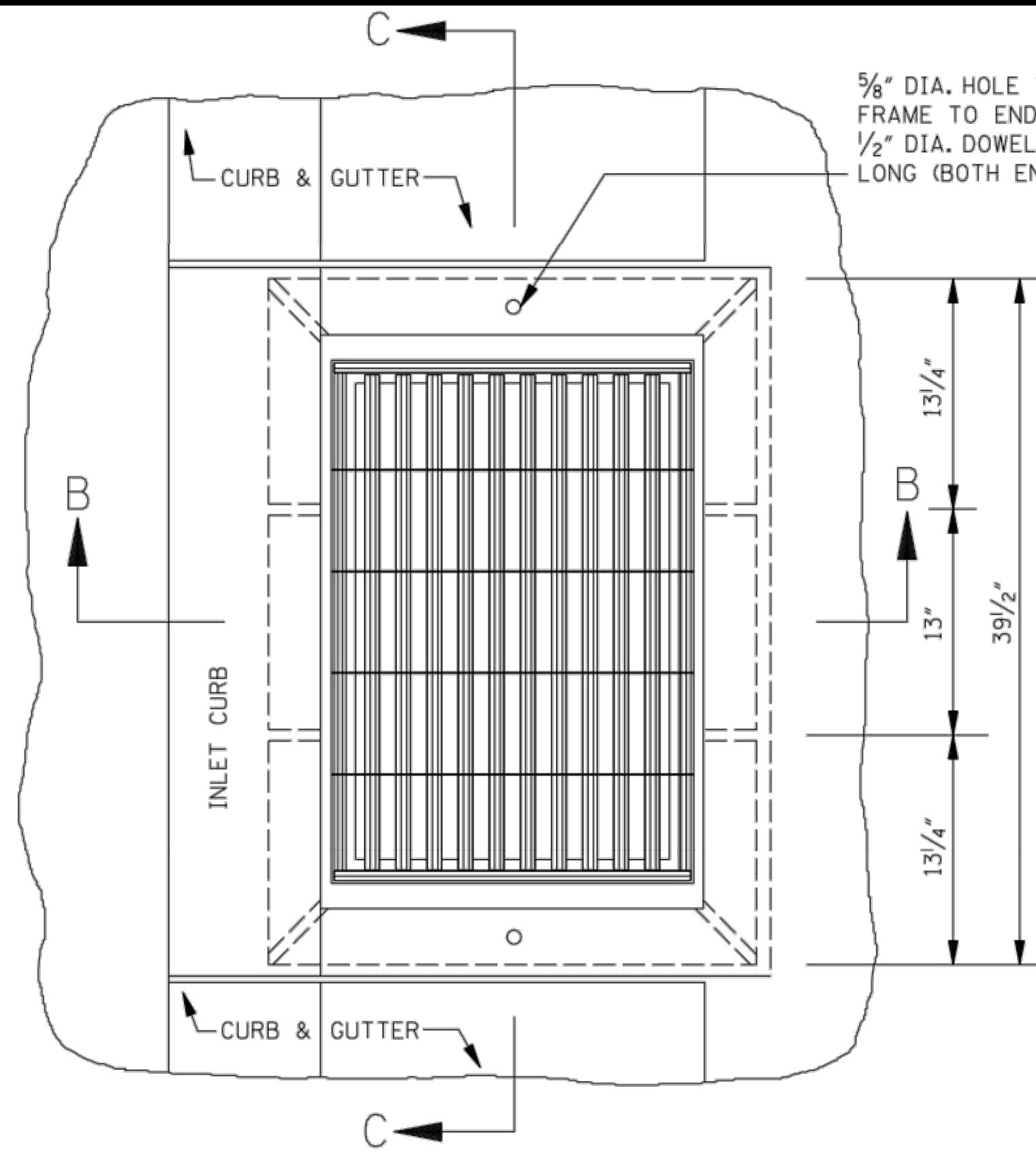
NOTICE TO DRAWING HOLDER				REVISIONS		DRAWING INFORMATION	
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.	DATE	BY	DESCRIPTION
							N-S PROJECT NO.: 16119
							FILENAME: 16119_Details.dwg
							SCALE: NTS
							SURVEYED BY: N.S.
							DSGN: GPC DATE: 1/2021
							DRWN: PN DATE: 1/2021
							CHKD: DATE:
							QA/QC: DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			DETAILS OF CONCRETE PIPE COLLAR	
			WORKING NUMBER: DET-4	DRAWING NUMBER: 14



PLAN OF GRATE NO.1

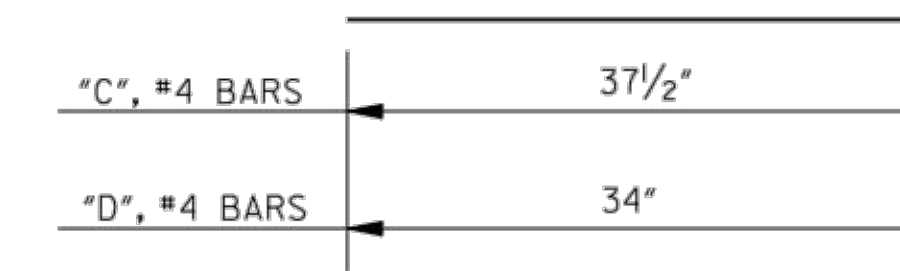
NOTE: FOR OTHER GRATE DETAILS SEE SHEET IG-2.



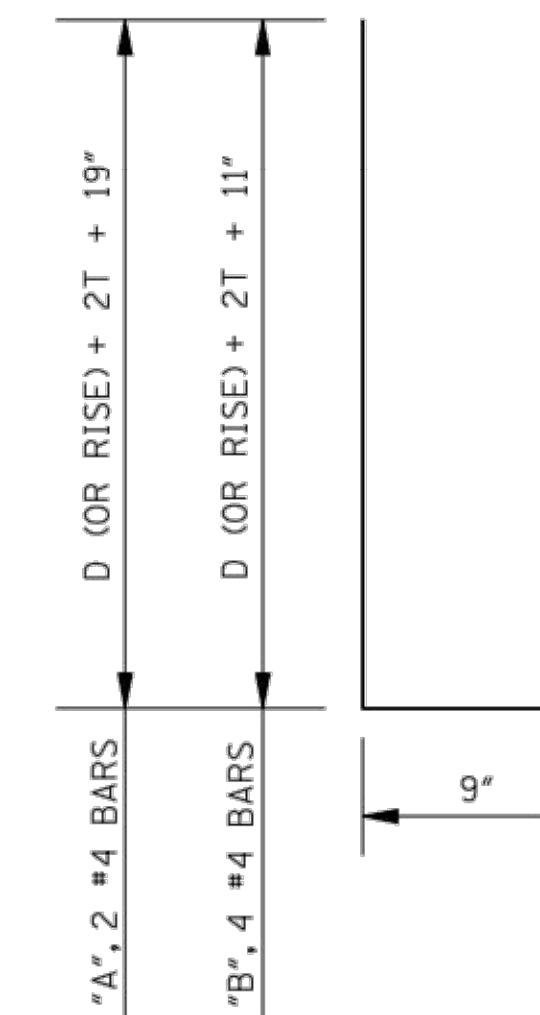
PLAN OF INLET

QUANTITIES									
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T	BAR LIST			
		CONC. (yd ³)	STEEL (lbs)			BARS "A" #4	BARS "B" #4	BARS "C" #4	BARS "D" #4
18"	2.708'	0.763	55	0.053	2 1/2"	2 @ 4'-3"	4 @ 3'-7"	10 @ 3'-1 1/2"	10 @ 2'-10"
24"	3.250'	0.822	57	0.091	3"	2 @ 4'-10"	4 @ 4'-2"	10 @ 3'-1 1/2"	10 @ 2'-10"
22" X 13"	2.333'	0.686	48	0.053	2 1/2"	2 @ 3'-10 1/2"	4 @ 3'-2 1/2"	9 @ 3'-1 1/2"	8 @ 2'-10"

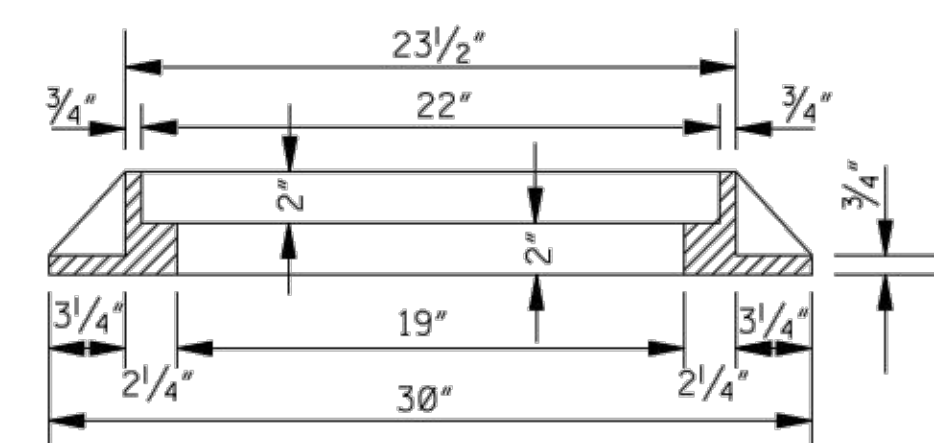
- NOTES: 1. ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.
 2. FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.238 yd³ CLASS "B" CONCRETE AND 13 lbs REINFORCING STEEL.
 3. 3 BARS "C" AND 2 BARS "D" REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT. LENGTH OF BARS "A" & BARS "B" WILL BE INCREASED ACCORDING TO ADDITIONAL HEIGHT.
 4. WEIGHT OF FRAME CASTING = 244 lbs.
 WEIGHT OF GRATE = SEE SHEET IG-2.



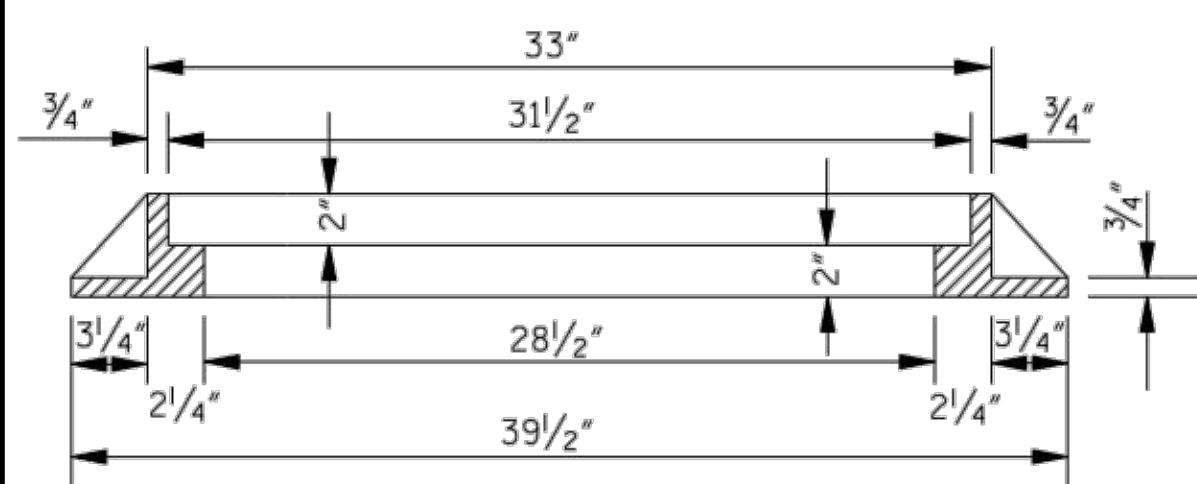
BARS "C" & "D"



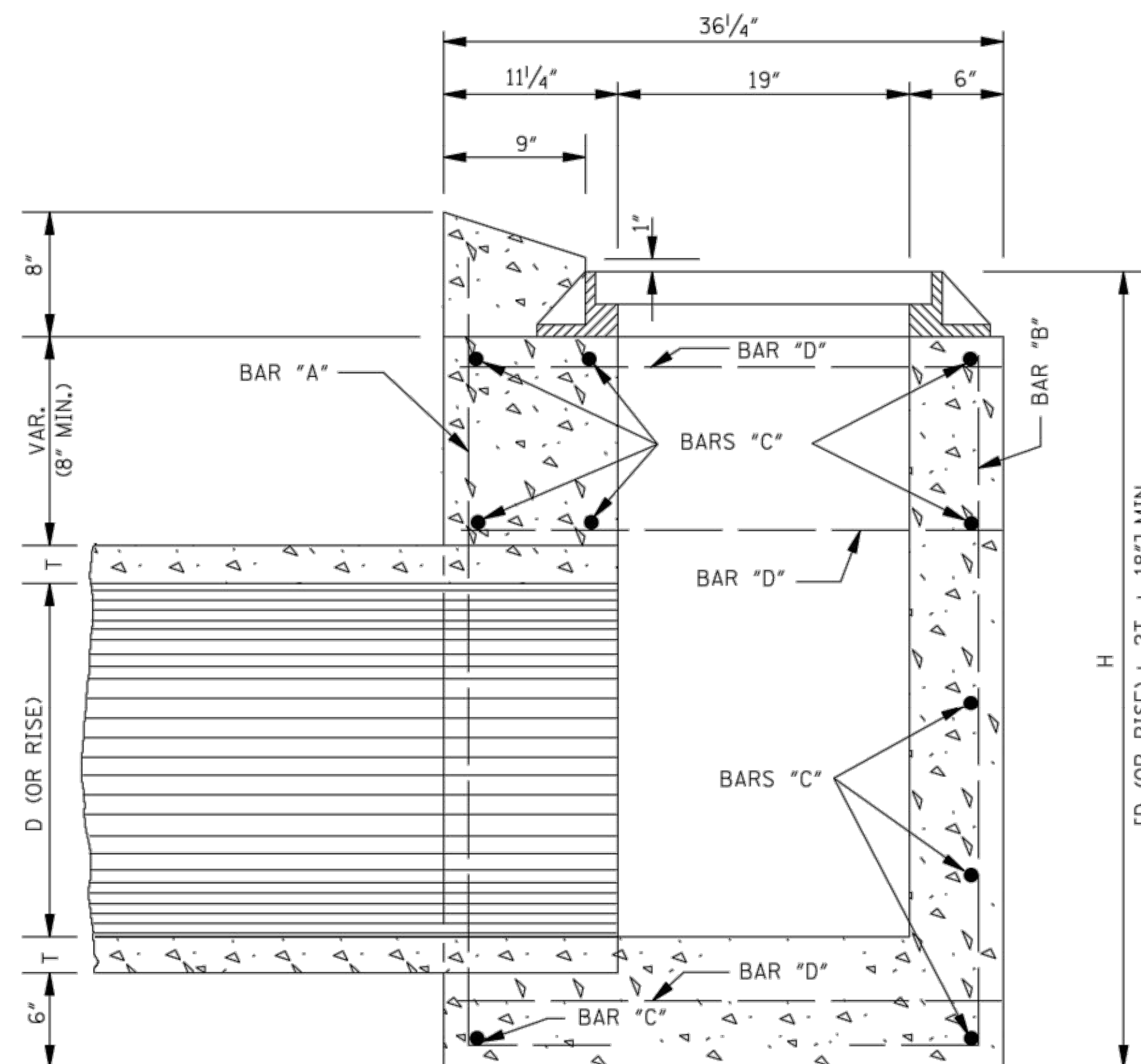
BARS "A" & "B"



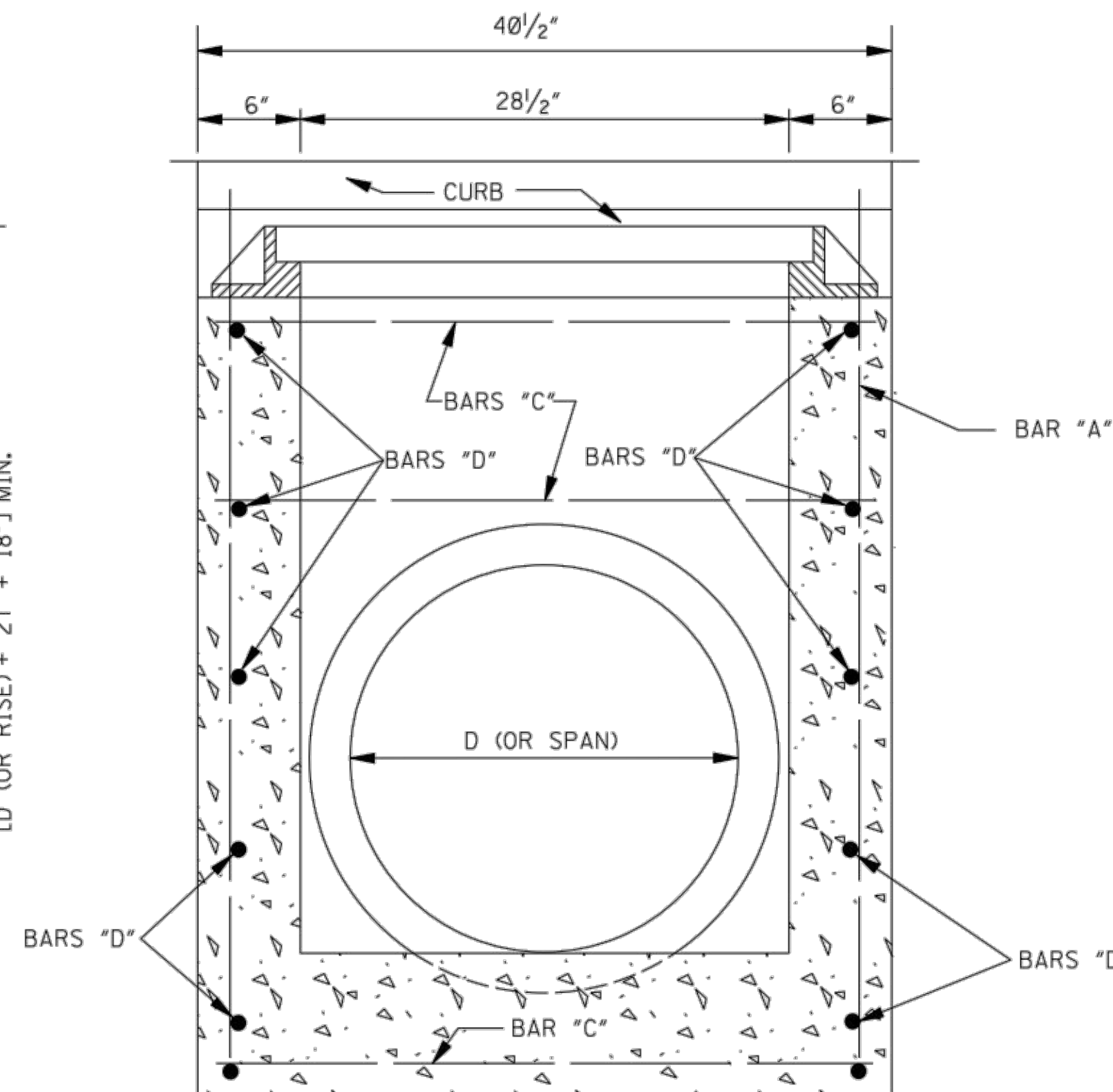
SECTION B-B (FRAME)



SECTION C-C (FRAME)



SECTION B-B



SECTION C-C

BAR DETAILS

GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" CONCRETE AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- THE CONTRACTOR HAS THE OPTION TO PROVIDE GRATE NO. 1 OR GRATE NO. 2 AS SHOWN ON SHEET IG-2.
- FRAME TO BE GRAY IRON CASTING, (AASHTO M 105, CLASS 30).

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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			SURVEYED BY: N.S.	
			DSGN: GPC	DATE: 1/2021
			DRWN: PN	DATE: 1/2021
			CHKD:	DATE:
			QA/QC:	DATE:

QUINN STREET SPEED TABLES AND SIDEWALK PROJECT

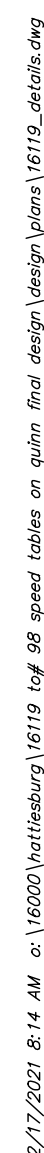
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF GUTTER INLET TYPE GI-1

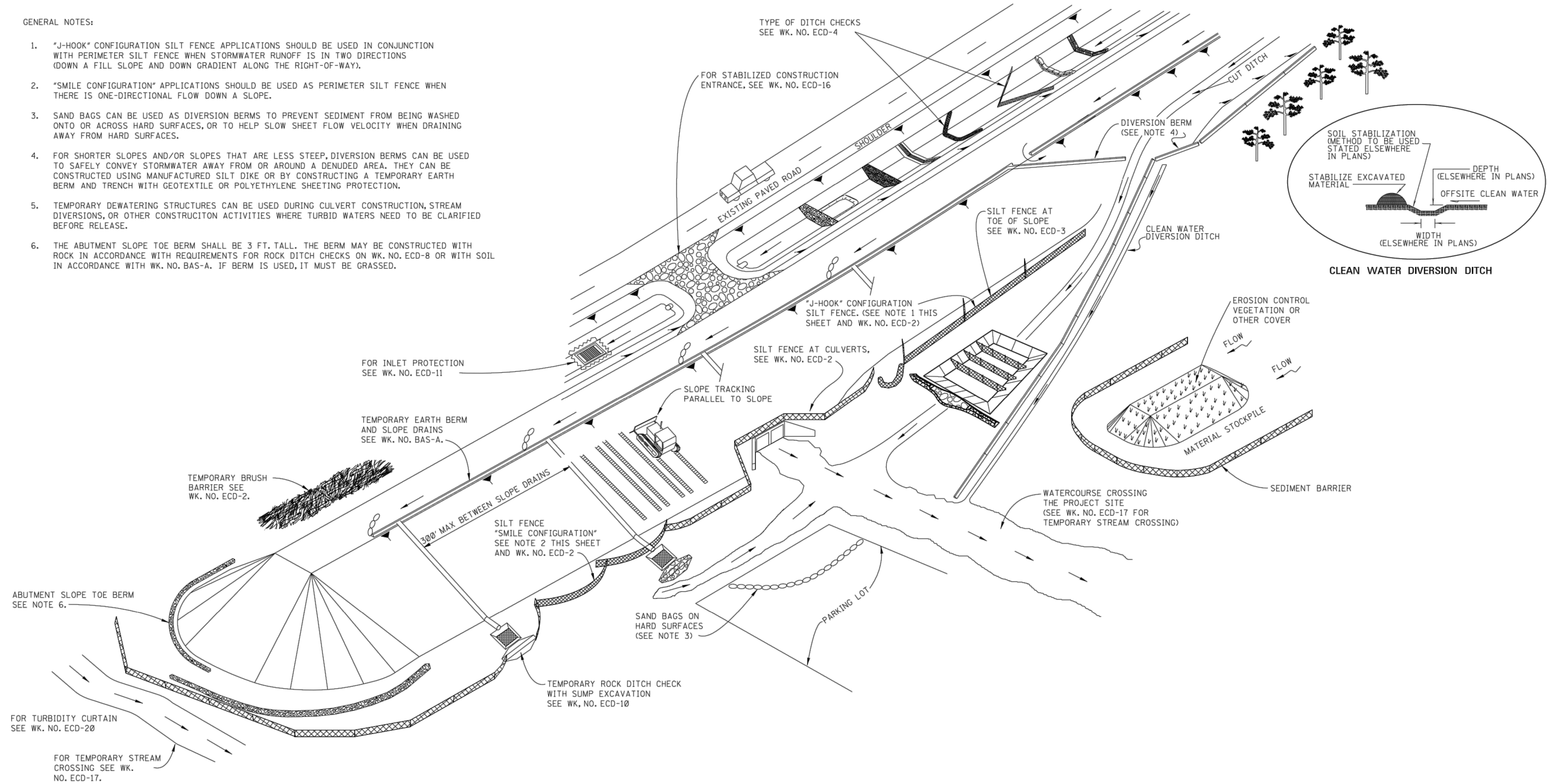
WORKING NUMBER:
DET-5

DRAWING NUMBER:
15



GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD 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 SHOULD 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 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 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



NOTICE TO DRAWING HOLDER

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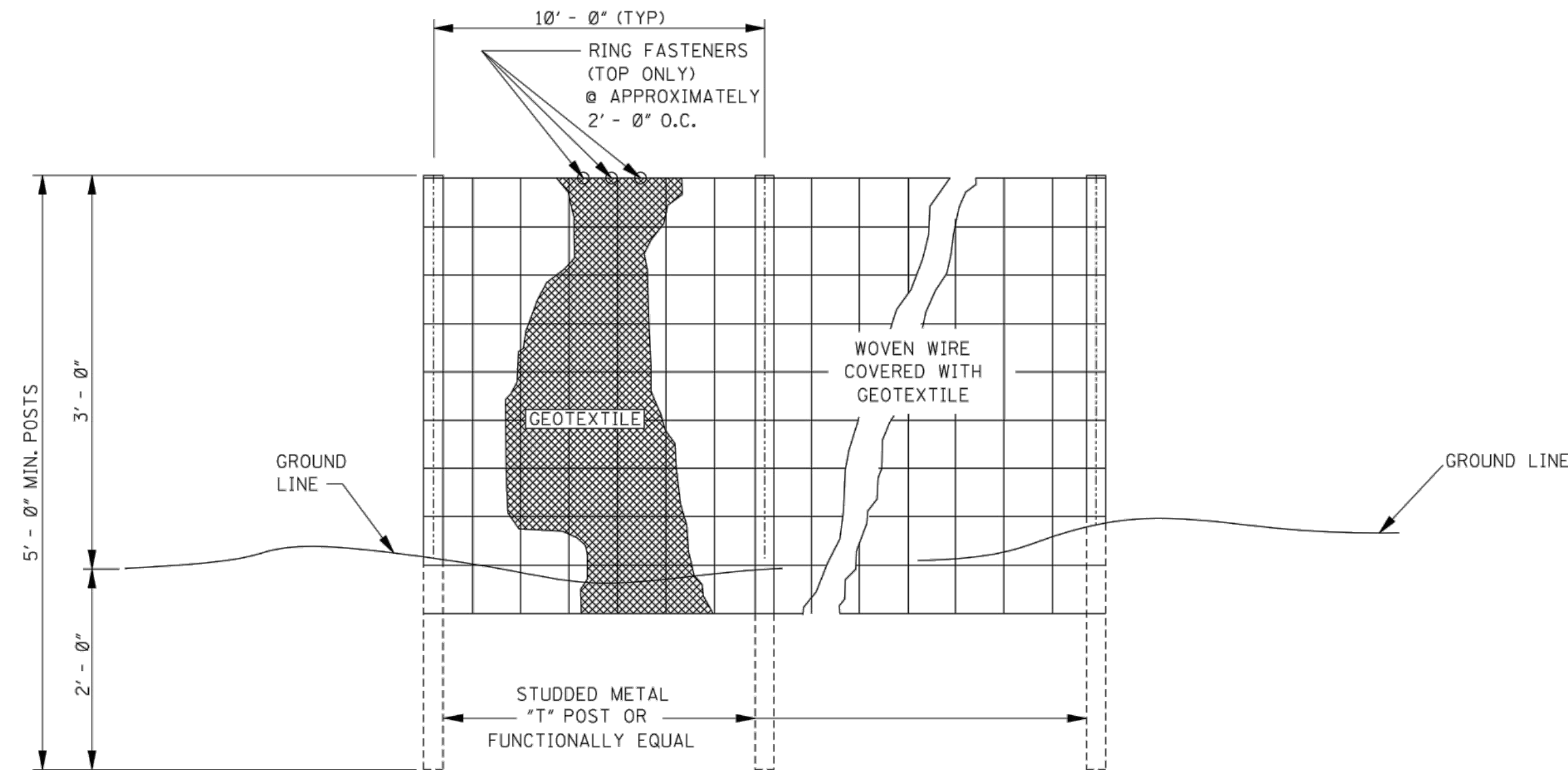
QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

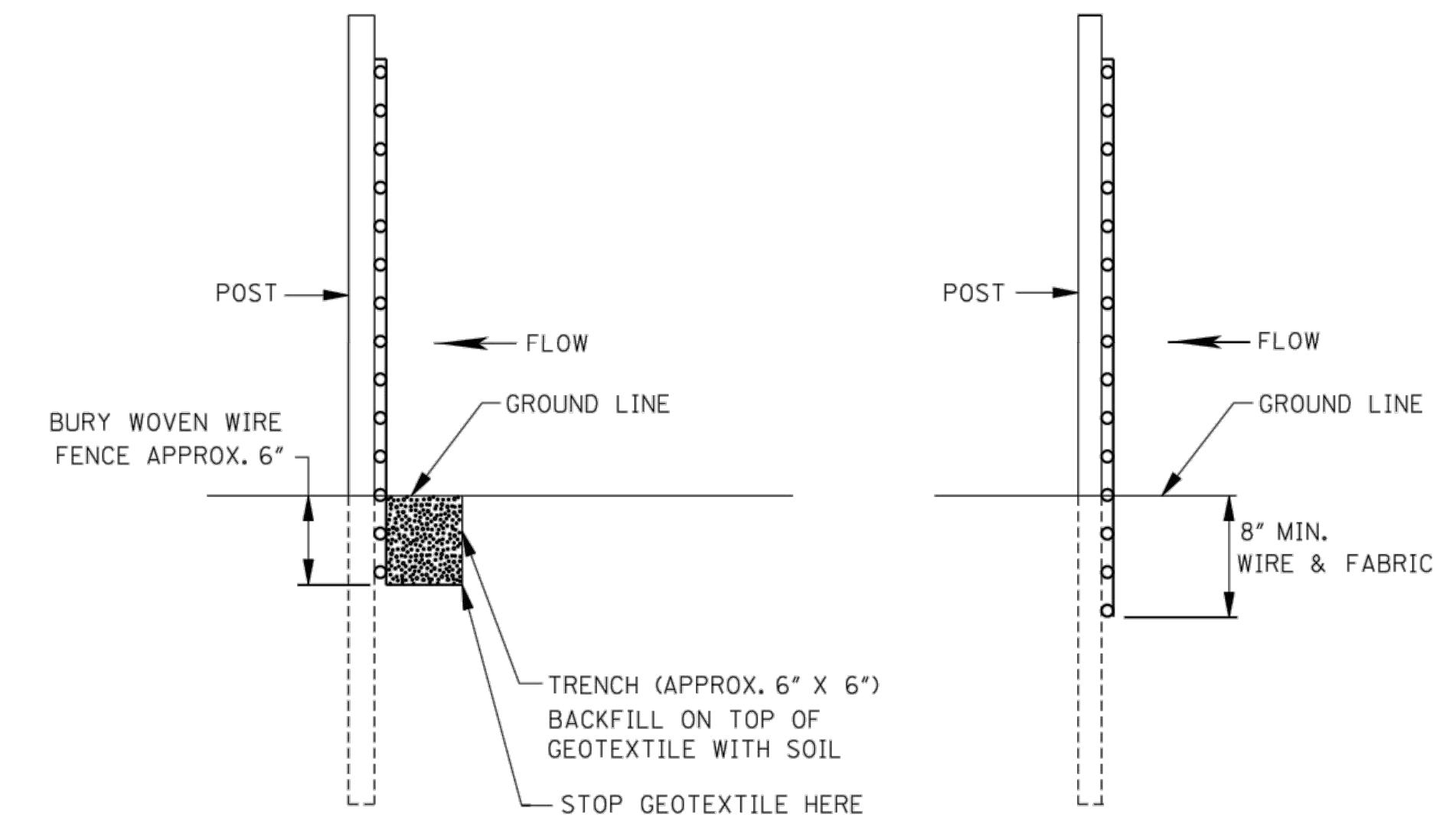


TYPICAL TEMPORARY EROSION
CONTROL APPLICATIONS

WORKING NUMBER:	DRAWING NUMBER:
DET-7	17



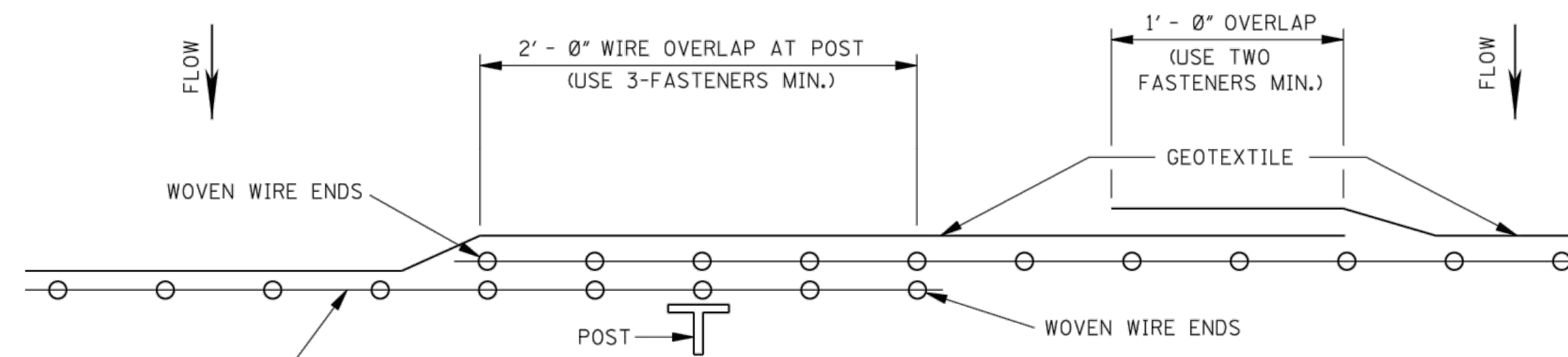
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN 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 DETAIL.
7. WIRE SHALL BE A 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.

NOTICE TO DRAWING HOLDER

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			DSGN: GPC	DATE: 1/2021
			DRWN: PN	DATE: 1/2021
			CHKD:	DATE:
			QA/QC:	DATE:

QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

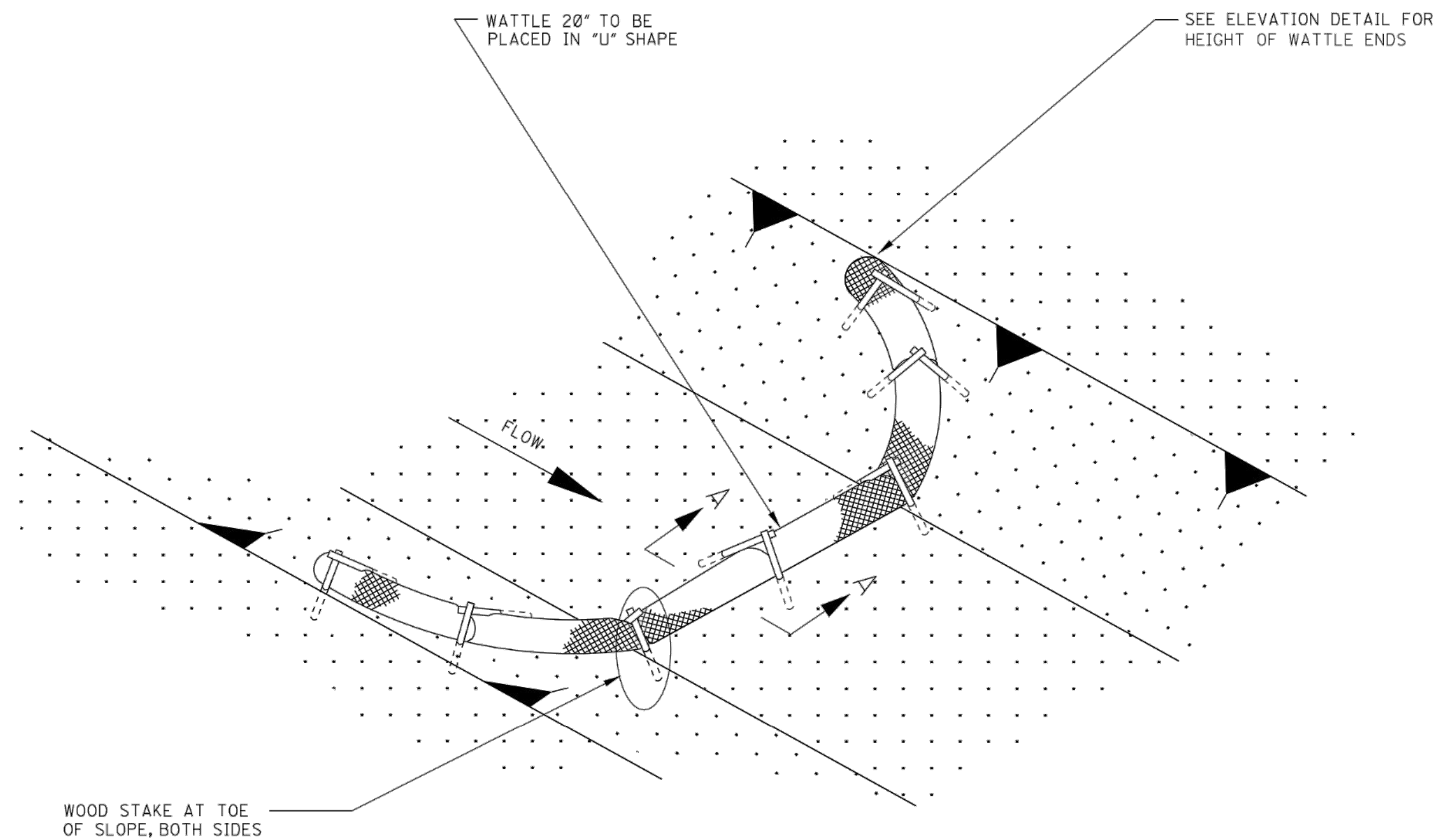


DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER:
DET-8

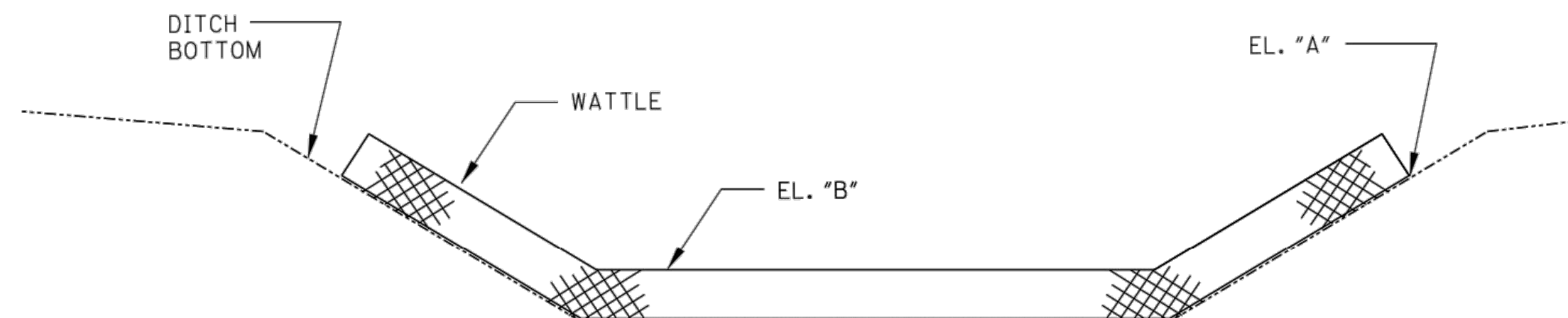
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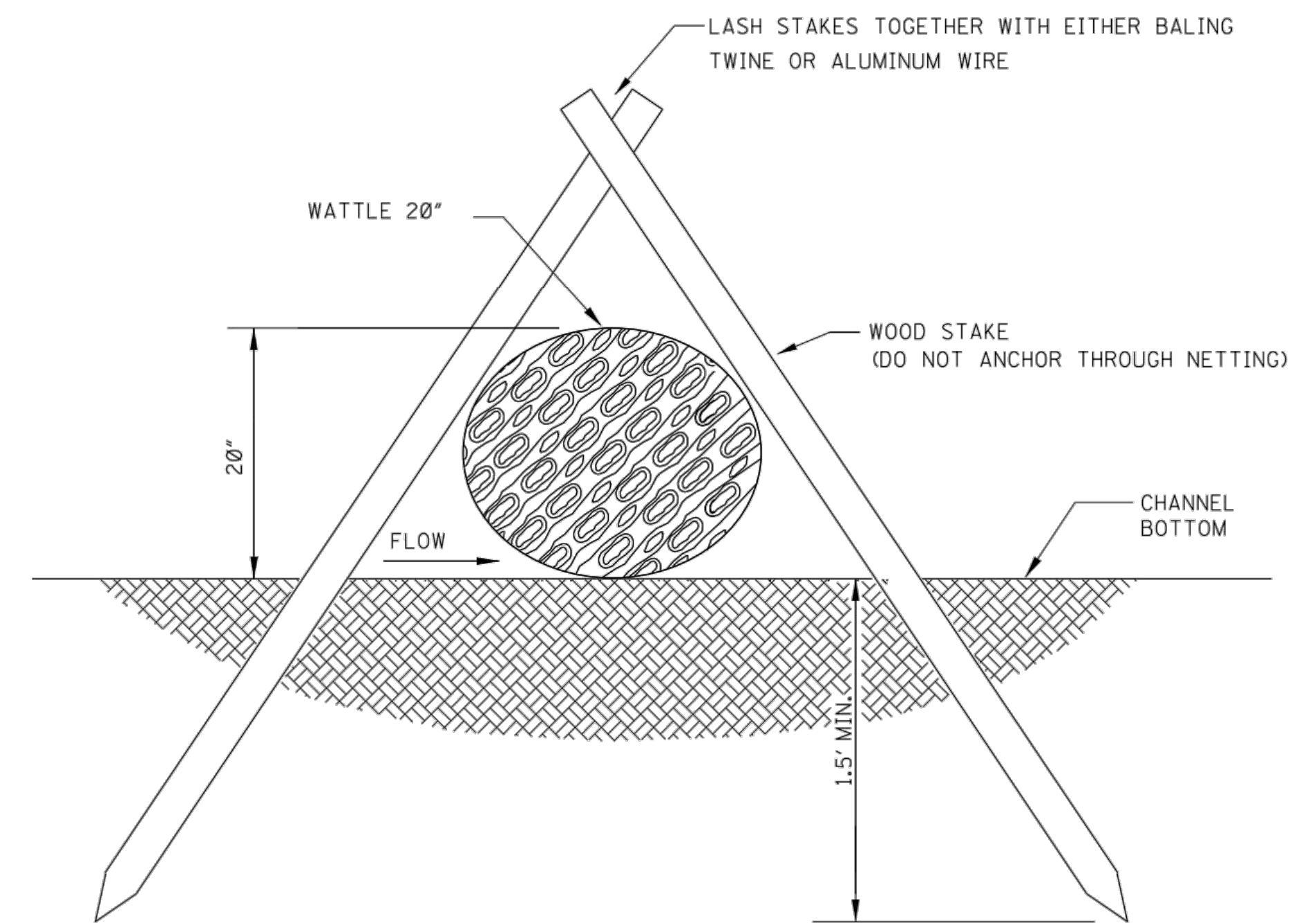


DETAIL (DITCH CHECK)

NOTE: END POINTS "A" SHALL BE HIGHER THAN FLOWLINE POINT "B".



ELEVATION DETAIL



SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. 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.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

NOTICE TO DRAWING HOLDER

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				DSGN: GPC DATE: 1/2021
				DRWN: PN DATE: 1/2021
				CHKD: DATE:
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QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

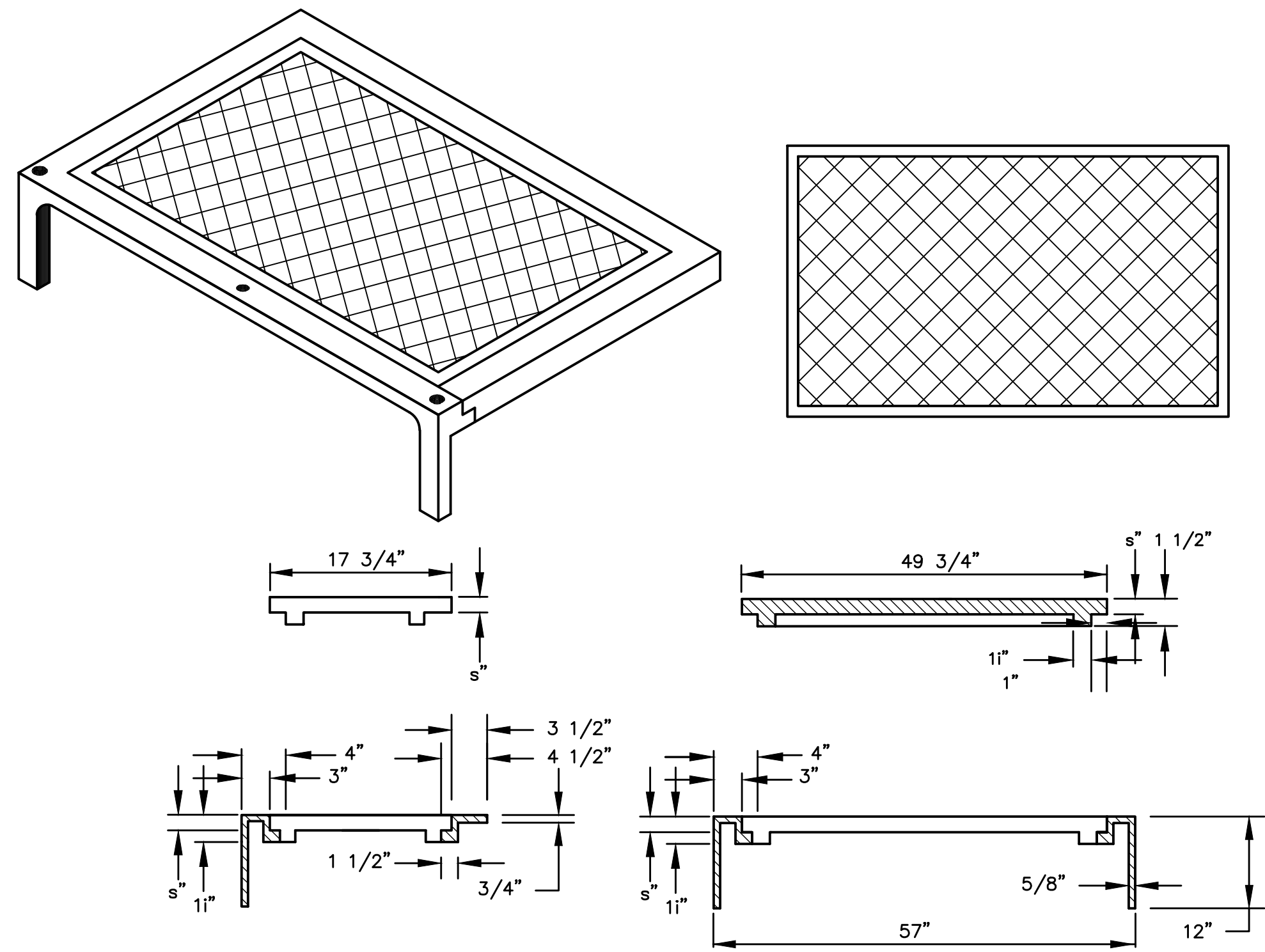


DETAILS OF EROSION
CONTROL WATTLES
DITCH CHECK

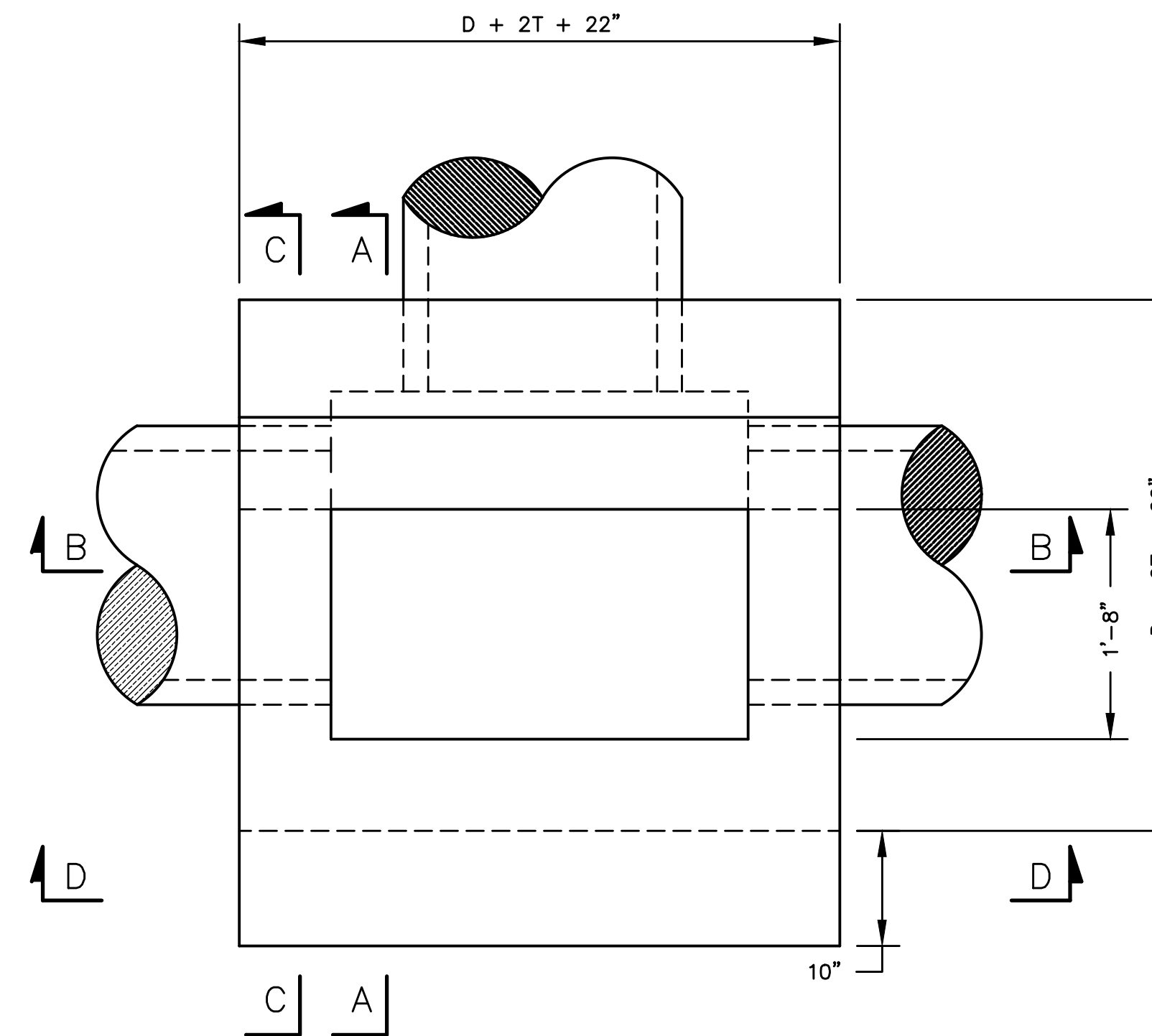
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DRAWING NUMBER:
19

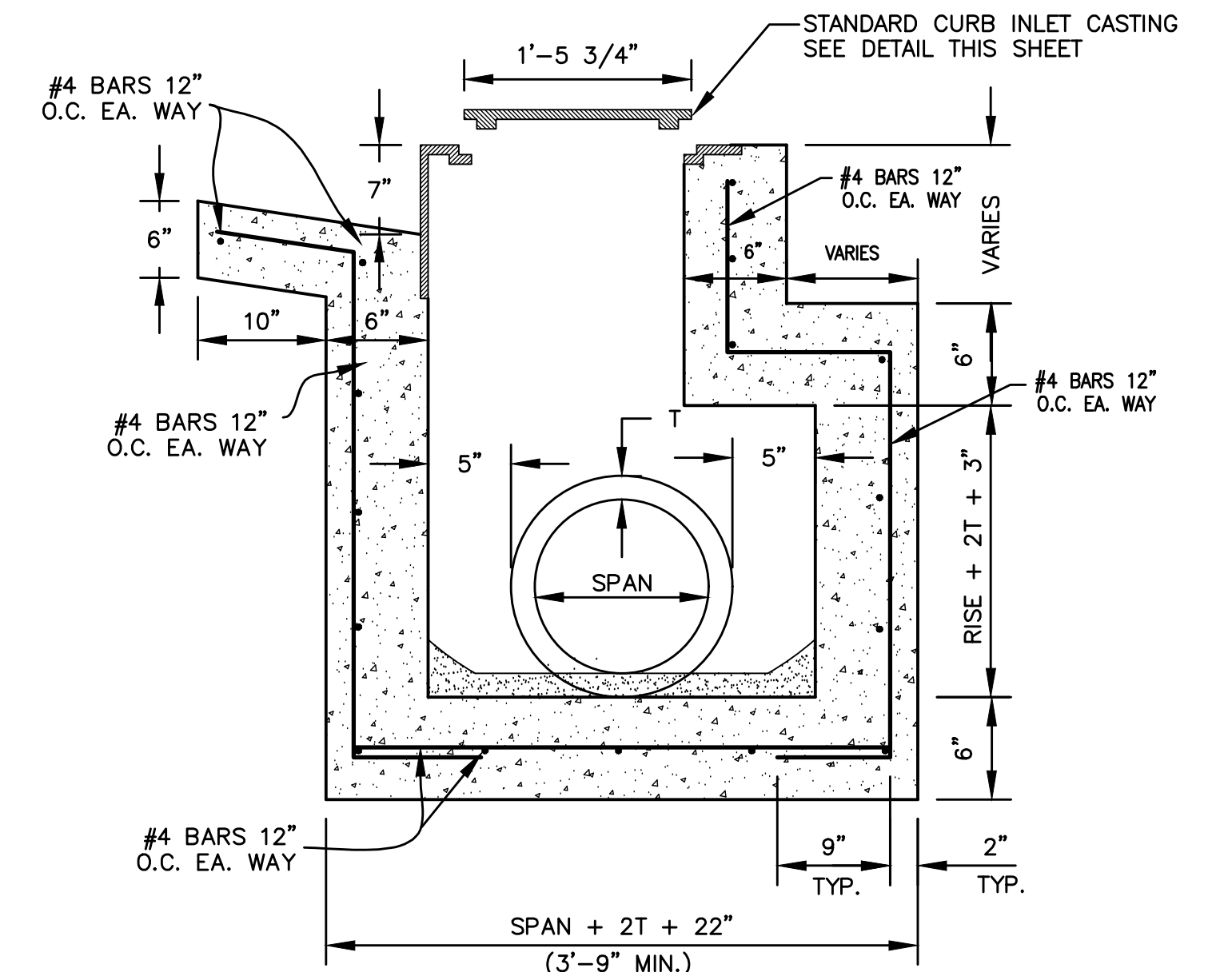
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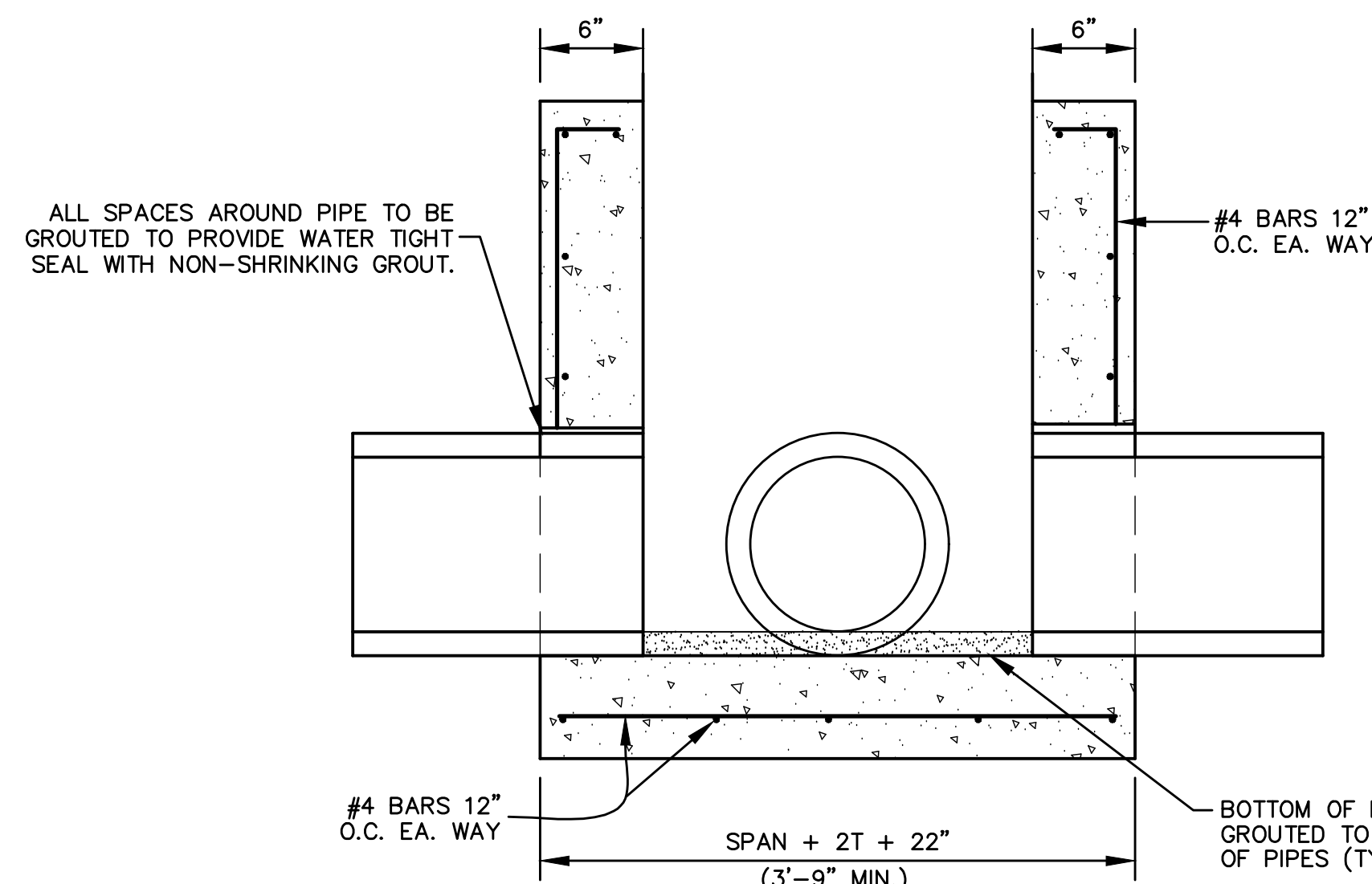
CASTING WEIGHT 415 LBS.
STANDARD CURB INLET CASTING
 NOT TO SCALE



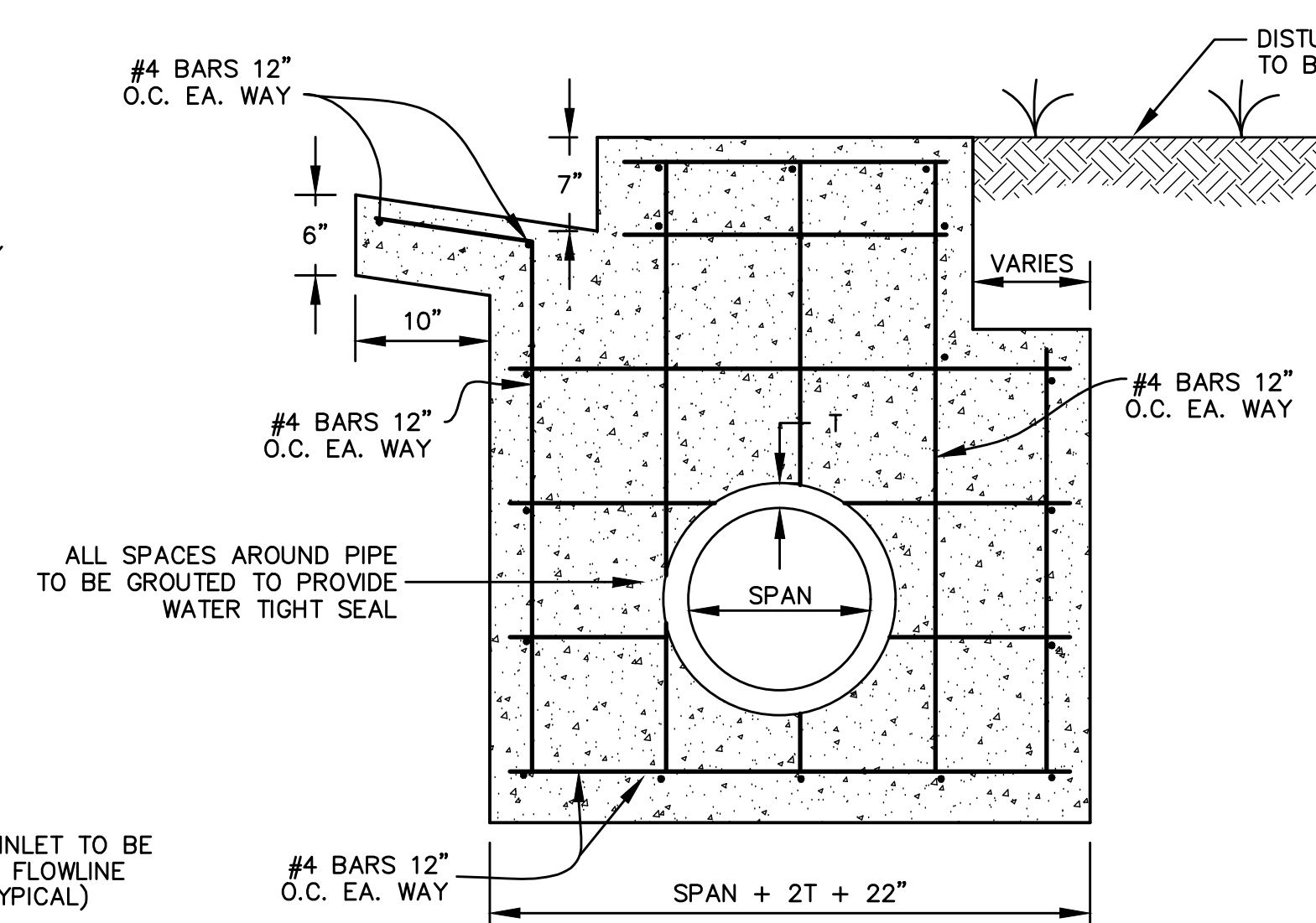
PLAN VIEW
 NOT TO SCALE



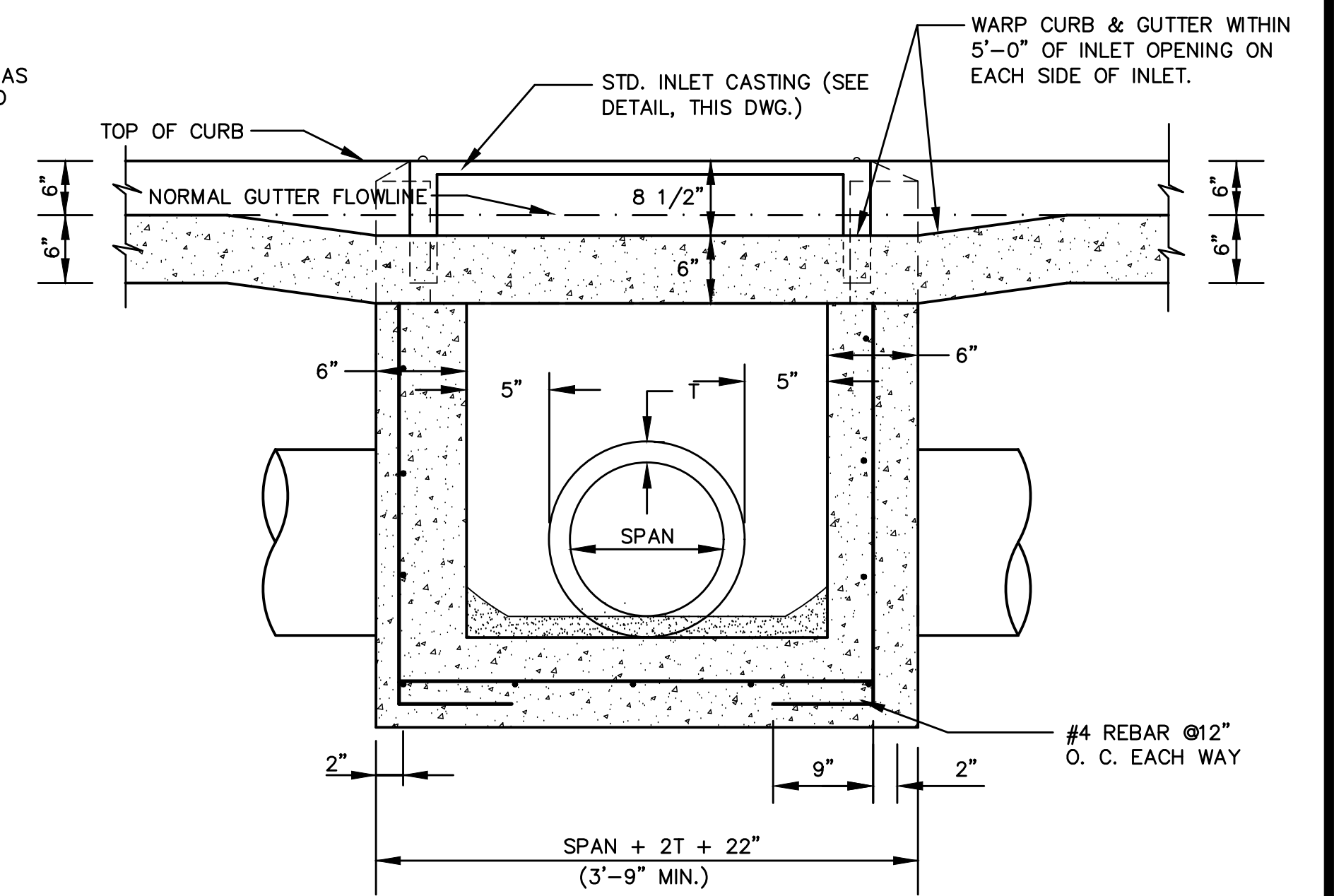
SECTION A-A
 NOT TO SCALE



SECTION B-B
 NOT TO SCALE



SECTION C-C
 NOT TO SCALE



SECTION D-D
 NOT TO SCALE

- NOTES:
1. CONCRETE SHALL BE PAID FOR UNDER CLASS B CONCRETE MINOR STRUCTURES. REINFORCEMENT SHALL BE PAID FOR UNDER REINFORCING STEEL. INLET CASTING SHALL BE PAID FOR UNDER CASTINGS. STRUCTURE EXCAVATION, SELECT BEDDING, AND BACKFILL SHALL BE COST ABSORBED.
 2. SELECT BEDDING SHALL BE CRUSHED CONCRETE MEETING THE REQUIREMENTS OF 610 CRUSHED STONE. SELECT BACKFILL SHALL BE CLASS B9 BORROW MATERIAL.

TYPICAL CURB INLET TYPE 1

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NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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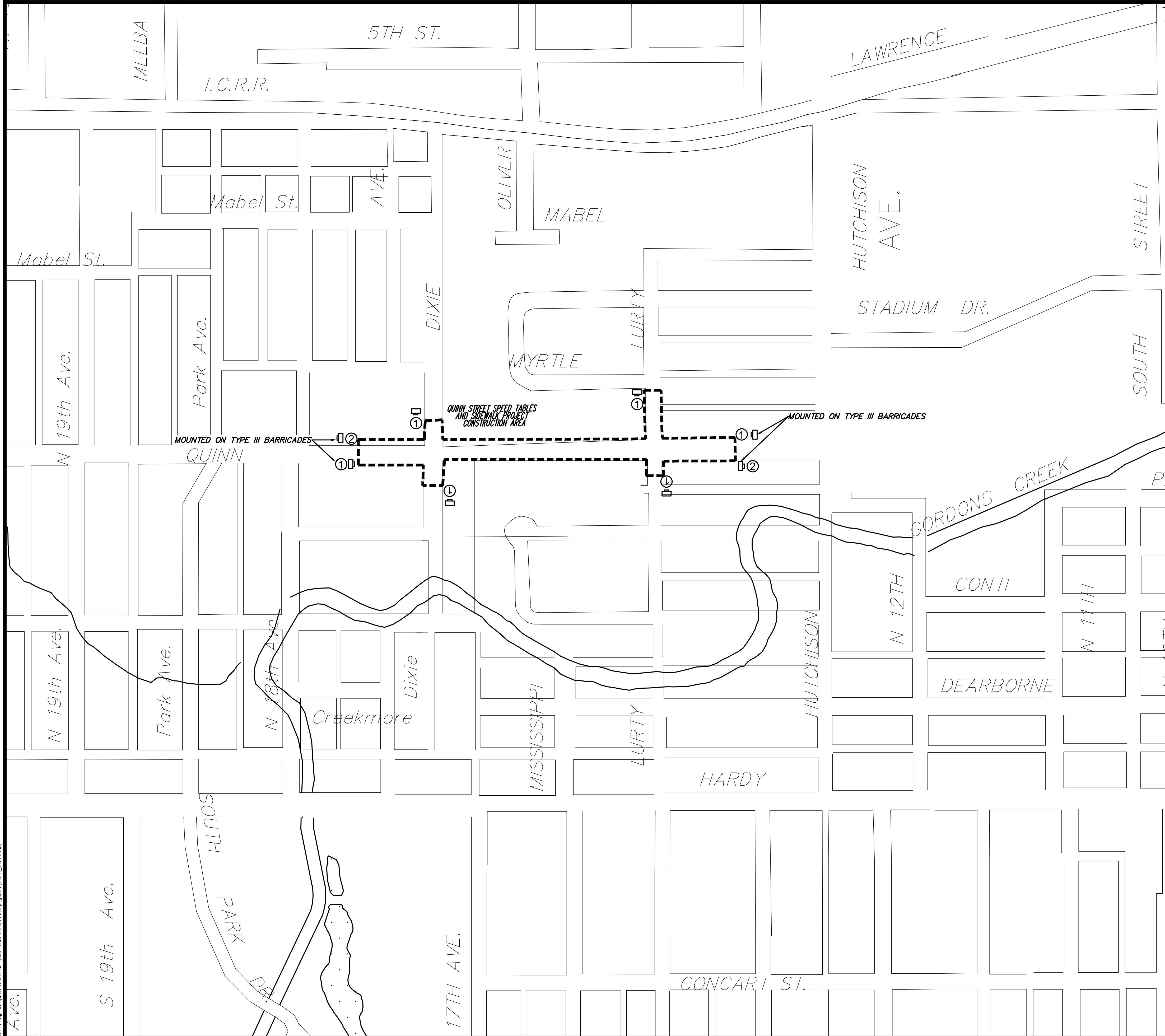
**QUINN STREET SPEED TABLES
 AND SIDEWALK PROJECT**

CITY OF HATTIESBURG
 HATTIESBURG, MS
 FORREST COUNTY



DETAILS OF METAL TOP INLET

WORKING NUMBER:	DRAWING NUMBER:
DET-10	20



LEGEND

①

ROAD WORK AHEAD

W20-1
36x36

MOUNTED ON U-SECTION POST

②

END ROAD WORK

G20-2a
36x18

MOUNTED ON U-SECTION POST

Ⓜ

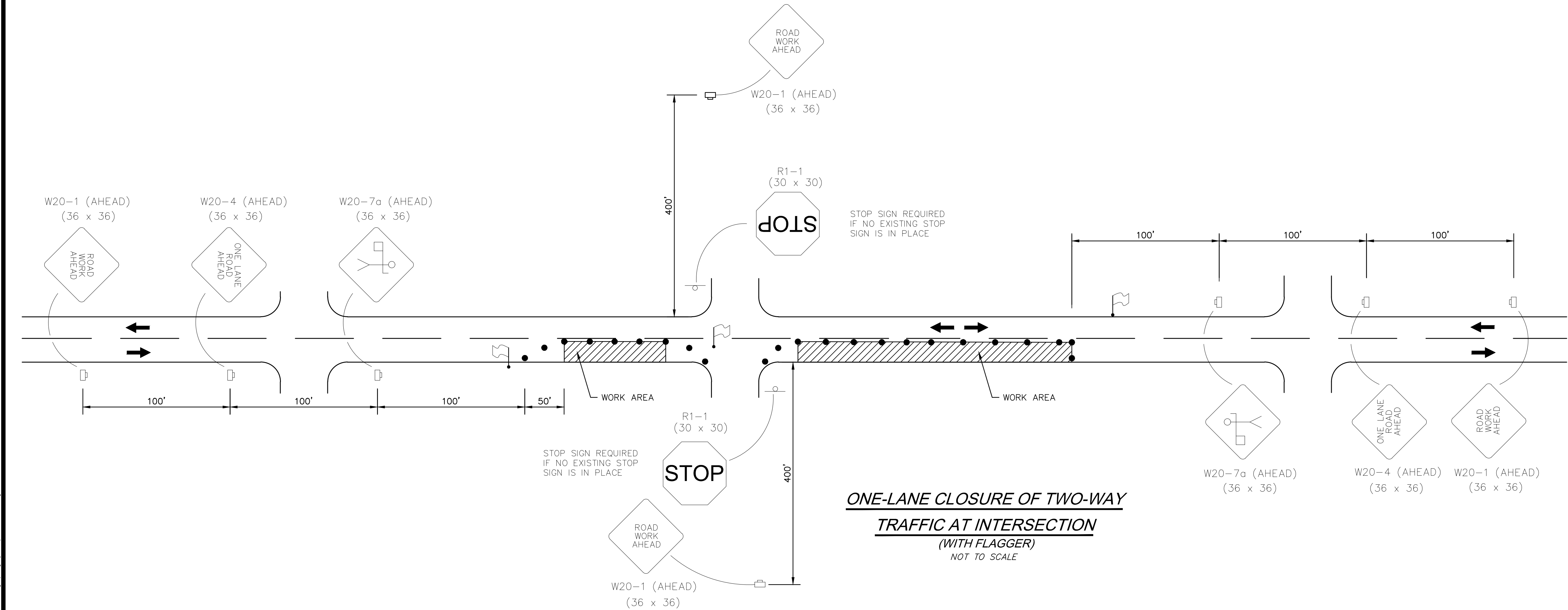
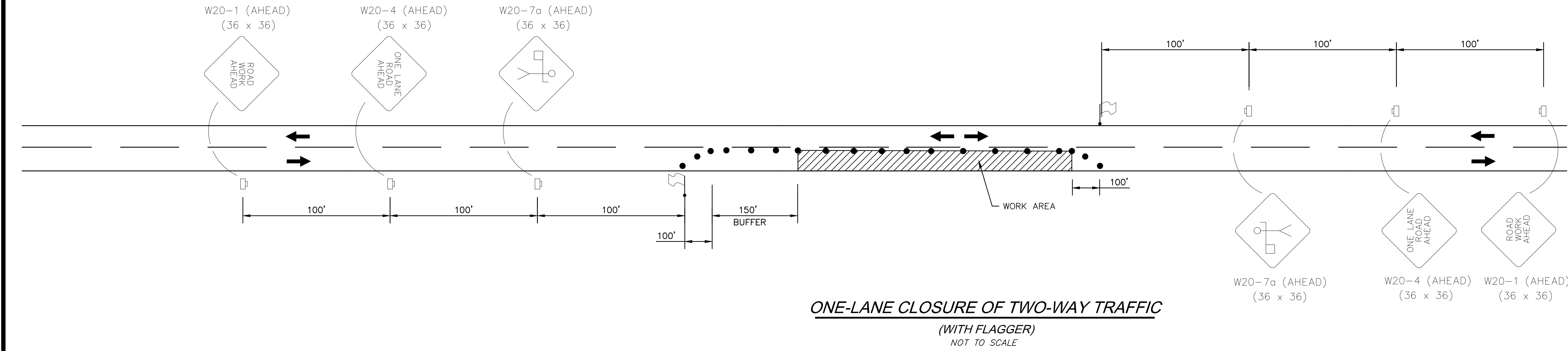
WORK ZONE SIGN

- NOTES:
- 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.
 - CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 - THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 - FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 - ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 - SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		QUINN STREET SPEED TABLES AND SIDEWALK PROJECT	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	TRAFFIC CONTROL PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 16119				WORKING NUMBER: TCP-1	DRAWING NUMBER: 21
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					SCALE: 1" = 200'					
					SURVEYED BY: N.S.					
					DSGN: GPC	DATE: 1/2021				
					DRWN: PN	DATE: 1/2021				
					CHKD:	DATE:				
					QA/QC:	DATE:				

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2/7/2021 8:24 AM c:\p020\hattiesburg\16119 tcp 08 speed tables on quinn final design\sign plans\16119_traffic.dwg



GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. 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.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

NOTICE TO DRAWING HOLDER
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REVISIONS				DRAWING INFORMATION	
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				CHKD:	DATE:
				QA/QC:	DATE:

QUINN STREET SPEED TABLES
AND SIDEWALK PROJECT

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

**NEEL-SCHAFFER**
Solutions you can build upon

TRAFFIC CONTROL DETAILS -
ONE LANE CLOSURE (2 LANE
ROAD)

WORKING NUMBER:
TCP-2

DRAWING NUMBER:
22

ADVERTISEMENT FOR BIDS

QUINN STREET SPEED TABLE AND SIDEWALK PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **April 29**, 2021 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing traffic tables along Quinn Street and a concrete sidewalk along Lurty Avenue from Quinn Street to Myrtle Street.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

March 24, 2021

March 31, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-267
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the March 16, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: March 16, 2021

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's March 16, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Helen O'Neal
Activity:	Housing Rehabilitation
Program:	CDBG
Project Site:	303 J.C. Killingsworth Drive
Amount Requested:	\$900.00
Purpose of Request:	Temporary relocation (March 28, 2021 – April 27, 2021)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, March 16, 2021

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
File Number: 2021-268
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the March 16, 2021 City Council meeting for consideration.

Hattiesburg Clinic
415 South 28th Avenue
Hattiesburg, MS 39401

Reimbursement Request
Community Based Covid 19 Testing Outreach Project
October 2020

Personnel costs-	Hours	Payroll	Benefits	Total
Site coordinator	103.87	5,018.74	1,254.69	6,273.43
Lab technician	111.08	1,995.65	498.91	2,494.56
Reception/Check-in	90.28	1,500.37	375.09	1,875.47
Medical assistant	-	-	-	-
Registered nurse	6.62	169.90	42.48	212.38
Courier	-	-	-	-
Nurse Practitioner	-	-	-	-
Physician	1.33	192.00	2.78	194.78
	313.19	8,876.67	2,173.95	11,050.62
Supplies				486.82
Contracted Housekeeping				2,080.00
	<u># of studies</u>			
Reference laboratory testing	356			24,920.00
Grand total				<u>\$ 38,537.44</u>

RECEIVED
3/1/20
MN

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: March 16, 2021

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's March 16, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Hattiesburg Clinic
Activity:	COVID-19 Free Testing
Program:	CDBG-CV
Project Site:	303 E. 5 th Street (C. E. Roy Community Center)
Amount Requested:	\$38,537.44
Purpose of Request:	Reimbursement (October 2020)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, March 16, 2021

Re: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.
File Number: 2021-247
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the March 16, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 09, 2021

Mary N. Jones

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 122, Section 38, Highland Cemetery

Dr. Kate Aseme Winborn

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 7, Section 35, Highland Cemetery

Robert Mayes

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 122, Section 38, Highland Cemetery

Diane Byrd & Clifford Byrd

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 122, Section 38, Highland Cemetery

Charles E. Beasley

(1) Space \$ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 132, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 20, 2021

Kelly Bridges

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 124, Section 1, South Hill Cemetery

Dwight & Phyllis Perrin

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 99, Section 39, Highland Cemetery

Delores Willborn

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 108, Section 1, South Hill Cemetery

Richard Harris

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 65, Section 34, Highland Cemetery

Ella Lewis

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 91, Section 34, Highland Cemetery

Alicia McGilvery

(1) Space \$ 150.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 70, Section 2, South Hill Cemetery

Alicia McGilvery

(1) Space \$ 150.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 70, Section 2, South Hill Cemetery

Benita Jakes

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 7, Section 36, Highland Cemetery

Antonina Suprun

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 101, Section 38, Highland Cemetery

Hildah Buckley

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 43, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 25, 2021

Christine P. Gray

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 112, Section 38, Highland Cemetery

Christopher Hollingsworth

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 15, Section 37, Highland Cemetery

Charles Richard Polk

(1) Space \$ 150.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 14, Section 1, South Hill Cemetery

Leonard Morris

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 44, Section 34, Highland Cemetery

Ester Clark

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 22, Section 34, Highland Cemetery

Jasper Earl Perry

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 15, Section 34, Highland Cemetery

Elizabeth Perry

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 15, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 3, 2021

Valentina Krivdik

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 101, Section 38, Highland Cemetery

Teddy Esters

(1) Space \$ 175.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 180, Section 22, Highland Cemetery

Grigoriy Krivdik

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 101, Section 38, Highland Cemetery

Bridgette LeAnn Loeffler

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 66, Section 34, Highland Cemetery

Reggie & Evelyn Moss

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 66, Section 34, Highland Cemetery

Steve Newsome

(1) Space \$ 150.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 75, Section 2, South Hill Cemetery

Wanda Hathorn

(2) Spaces \$ 300.00

Southwest Quarter (SW ¼)

Lot 37, Section 1, South Hill Cemetery

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 Antonina Suprun, 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 101 Section 38

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 16TH day of March, 2021.

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 16TH day of March, 2021.

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 Delores Wilborn, 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 Northeast Quarter (NE¼)

Lot Number: 108 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 16th day of March, 2021.

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 16th day of March, 2021.

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 Charles E. Beasley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southwest Quarter (SW¼)

Lot Number: 132 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 16th day of March, 2021.

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 16th day of March, 2021.

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 Kelly 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:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 124 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 16th day of March, 2021.

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 16th day of March, 2021.

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 Alicia McGilvery, 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 Number: 70 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 16th day of March, 2021.

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 16th day of March, 2021.

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 Alicia McGilvery, 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: 70 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 16th day of March, 2021.

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 16th day of March, 2021.

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, Richard 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:

Northwest Quarter (NW¼)

Lot Number 65 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 16th day March, 2021.

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 16th day of March, 2021

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, Dr. Kate Aseme Winborn, 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 7 Section Number 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day March, 2021.

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 16th day of March, 2021

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, Diane Byrd & Clifford Byrd, 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 122 Section Number 38

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 16th day March, 2021.

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 16th day of March, 2021

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, Benita 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:

Southeast Quarter (SE¼)

Lot Number 7 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day March, 2021.

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 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 16th day of March, 2021

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, Dwight & Phyllis Perrin, 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 (SE¹/₄)

Lot Number 99 Section Number 39

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 16th day March, 2021.

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 16th day of March, 2021

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 Robert Mayes, 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 122 Section 38

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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Hildah 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:

South Half (S½) 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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Mary N. Jones, 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 122 Section 38

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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Ella 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 Northeast Quarter (NE¼)

Lot 91 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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Charles Richard Polk, 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 Northwest Quarter (NW¼)

Lot Number: 14 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 16th day of March, 2021.

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 16th day of March, 2021.

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, Ester Clark, 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 22 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 16th day March, 2021.

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 16th day of March, 2021

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 Elizabeth Perry, 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 15 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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Jasper Earl Perry, 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 15 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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Leonard Morris, 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 44 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16TH day of March, 2021.

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 16th day of March, 2021.

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 Christopher Hollingsworth, 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 15 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16TH day of March, 2021.

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 16th day of March, 2021.

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 Christine P. Gary, 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 112 Section 38

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 16TH day of March, 2021.

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 16TH day of March, 2021.

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 Valentina Krivdik, 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 101 Section 38

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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Teddy Esters, 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 Northwest Quarter (NW¼)

Lot 180 Section 22

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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Grigoriy Krivdik, 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 101 Section 38

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 16TH day of March, 2021.

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 16th day of March, 2021.

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 Bridgette LeAnn Loeffler, 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 66 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 16TH day of March, 2021.

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 16th day of March, 2021.

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, Reggie & Evelyn Moss, 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 66 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 16th day March, 2021.

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 16th day of March, 2021

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 Steve Newsome, 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 Number: 75 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 16th day of March, 2021.

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 16th day of March, 2021.

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 Wanda Hathorn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number: 37

Section Number: 1

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 16th day of March, 2021.

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 16th day of March, 2021.

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 20 21

SOLD TO:

Mr. Mrs. Miss Mary N. Jones

ADDRESS 716 Charles St Hattiesburg, Miss

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 122 Section No. in Cemetery

Number of grave spaces 1 Price per grave space \$

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By
Supt. of City Cemeteries

CK# 734 (Diane M. Byrd)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/28/ 20 21

SOLD TO:

Mr. Mrs. Miss DR. Kate A Sene Winburn

ADDRESS 416 Bay St, Hattiesburg, Miss

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SE 1/4 Lot No. 7 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By
Supt. of City Cemeteries

CK# 4703
(Fork)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-03 20 21

SOLD TO:

Mr. Mrs. Miss Robert Mayes

ADDRESS 3204 Tillery Drive Hattiesburg, Miss

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 122 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
Supt. of City Cemeteries

CK# 783 735 (Diane M. Byrd)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr.. Mrs. Miss Diane Byrd : Clifford Byrd

ADDRESS 3204 Tillery Drive Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 122 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

CK# 732

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr.. Mrs. Miss Charles E. Beasley

ADDRESS 801 Myrtle St. Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

E SW 1/4 Lot No. 132 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

CK# 4707

(Forrest)

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 _____

SOLD TO:

Mr.. Mrs. Miss Ella Lewis

ADDRESS #3 Oak St, Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

5 1/2 NE 1/4 Lot No. 91 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 _____

SOLD TO:

Mr.. Mrs. Miss Alicia McGilvray

ADDRESS 302 Glenhaven Circle

desires to purchase the grave space described below, subject to Cemetery regulations.

8 1/2 NE 1/4 Lot No. 70 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 _____

SOLD TO:

Mr.. Mrs. Miss Alicia McGilvray

ADDRESS 302 Glenhaven Circle

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 70 Section No. 2 in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Debit Card

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Bonita Jones

ADDRESS 15 Anders Drive

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 7 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. (Mrs) Miss Antonia Supina

ADDRESS 62 Amen Circle

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 101 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Kelly Bridges

ADDRESS 1207 West Pine

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 124 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Doughty & Phyllis Doughty

ADDRESS 51 Timber Ridge

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 99 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Delores Williams

ADDRESS P.O. Box 16147

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 108 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Richard Hase

ADDRESS 1207 West Pine St

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 65 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-22-- 2021

SOLD TO:

Mr. ☒ Mrs. ☐ Miss

Hildah Buckley

ADDRESS

147 98 Place Blvd. Apt 103 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ 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

[Signature]
Supt. of City Cemeteries

Cord

VV

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Christine P. Berry

ADDRESS P.O. Box 1306 Hattiesburg, Miss. 39301

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 112 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Christopher Holman

ADDRESS 710 Hall Ave. Hattiesburg, Miss. 39301

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 15 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr. Mrs. Miss Charles Richard Polk

ADDRESS 109 Hall Ave. Hattiesburg, Miss. 39301

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NW 1/4 Lot No. 14 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-25 2022

SOLD TO:

Mr. Mrs. Miss Leonard Morris

ADDRESS 459 W. 4th St. 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. 44 Section No. 29 in Hattiesburg Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

ck# 4761 (Forrest)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 07-25 2022

SOLD TO:

Mr. Mrs. Miss Ester Clark

ADDRESS 1258 Richburg Rd. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 22 Section No. 34 in Hattiesburg Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

ck# 4761 (Forrest)

✓ ✓

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 20

SOLD TO:

Mr. Mrs. Miss Jasper East

ADDRESS 1207 West Pine

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 15 Section No. 1 in 1st Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5506

✓ ✓

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 20

SOLD TO:

Mr. Mrs. Miss Elizabeth Perry

ADDRESS 1307 West Pine

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 15 Section No. 1 in 1st Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5506

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-26- 2021

SOLD TO:

Mr.. Mrs. Miss Valentina Kruidik

ADDRESS 6 Amen Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 101 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 [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-26- 2021

SOLD TO:

Mr.. Mrs. Miss Grigoriy Kruidik

ADDRESS 6 Amen Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 101 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 [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/01/ 2021

SOLD TO:

Mr.. Mrs. Miss Teddy Esters

ADDRESS 401 N. 20th Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 180 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-01- 2021

SOLD TO:

Mr. (Mrs.) Miss Bridgette LeAnn Love

ADDRESS 703 Sioux Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 66 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5013

✓✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-01- 2021

SOLD TO:

Mr. Mrs. Miss Reggie 3-Evelyn Moss

ADDRESS 703 Sioux Lane Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 66 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 [Signature]
Supt. of City Cemeteries

CK# 5013

✓ ✓

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-26- 2021

SOLD TO:

Mr. Mrs. Miss Steve Newsome

ADDRESS 711 West 6th Street 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. 75 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 1384

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-26- 2021

SOLD TO:

Mr. Mrs. Miss Wanda Hathorn

ADDRESS 1717 Creekmore Lane Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{4}$ Lot No. 37 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.⁰⁰

Price Received \$ 300.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 5510

(Legacy)



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, March 16, 2021

Re: Approve claims docket for the period ending March 12, 2021.
File Number: 2021-248
Minute Book #

Summary

Approve claims docket for the period ending March 12, 2021.

Recommendation Statement

Please place this on the March 16, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000					BALANCE SHEET						
001000 060100					GAS/LUBRICANT-CITY BARN						
003308	KEITHCO	PETROLEUM	058242	220669	2021	6	INV	P	5,106.08	031221	281583 DIESEL FOR FUEL STA
003497	MAPLES	GAS COMPANY	*197477	0	2021	6	INV	P	631.64	031221	281601 ADDEDUM TO PO 22042
003497	MAPLES	GAS COMPANY	195055-A	0	2021	6	INV	P	938.18	031221	281601 PO #195055 FOR GAS
003497	MAPLES	GAS COMPANY	196231-A	0	2021	6	INV	P	1,072.87	031221	281601 PO #220111 SHORT PA
003497	MAPLES	GAS COMPANY	196744-A	0	2021	6	INV	P	691.61	031221	281601 PO #220210 SHORT PA
003497	MAPLES	GAS COMPANY	197076-A	0	2021	6	INV	P	577.84	031221	281601 PO #220336 SHORT PA
003497	MAPLES	GAS COMPANY	199124	220856	2021	6	INV	P	11,225.23	031221	281601 GAS FOR FUEL STATIO
									15,137.37		
003918 PINE BELT OIL COMPAN 10726165									5,335.00	031221	281632 DIESEL FOR FUEL STA
003918 PINE BELT OIL COMPAN 10733209									3,304.09	031221	281632 GAS & DIESEL FOR FU
003918 PINE BELT OIL COMPAN 10733722									6,290.07	031221	281632 GAS & DIESEL FOR FU
									14,929.16		
ACCOUNT TOTAL									35,172.61		
001000 122000					DAMAGE DEPOSITS						
047240	PATRICIA JONES	03/09/21	0	2021	6	INV	P	50.00	031221	281582 REFUND PORTION OF S	
ACCOUNT TOTAL									50.00		
ORG 001000 TOTAL									35,222.61		
001001					REVENUES						
001001 222500					GAS & PLUMBING						
002100	AMERICAN AIR SPECIAL	REFUND GAS PERMIT	0	2021	6	INV	P	50.00	031221	281495 REFUND GAS PERMIT 0	
ACCOUNT TOTAL									50.00		
001001 222600					ELECTRICAL INSPECTION						
047242	DENNIS MILLER	REFUND ELEC PERMIT	0	2021	6	INV	P	100.00	031221	281606 PERMIT NO.'s 01483	
ACCOUNT TOTAL									100.00		
001001 341201					TRAIN DEPOT FACILITY						
047241	TANESHIA HARRELL	3/9/21	0	2021	6	INV	P	41.25	031221	281567 REFUND PORTION OF D	
ACCOUNT TOTAL									41.25		
ORG 001001 TOTAL									191.25		
001003					CITY COUNCIL						
001003 684502					REG FEE/TUITION-WARD 2						
004017	REGIONS	CARDHOLDER S 4670 - 02-28-21	0	2021	6	INV	P	225.00	031221	281643 46 -02/28-21 CREDIT	
ACCOUNT TOTAL									225.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ORG 001003	TOTAL		225.00			
				CITY COURT								
001015	500300			PAPER								
001015	047235	SOUTHERN ACCOUNTING	02210026	0	2021	6	INV	P	220.50	031221	281663	COURT RECEIPT PAPER
				ACCOUNT TOTAL		220.50						
001015	501000			OTHER EXPENDABLE OFF.SPL								
003810	003810	OFFICE PRODUCTS PLUS	921883-0	203653	2021	6	INV	P	1,168.47	031221	281622	COURT - OFFICE SUPP
				ACCOUNT TOTAL		1,168.47						
001015	510000			CLEANING/JANITORIAL SPLY								
002136	002136	ANOINTED HANDS SERVI	6856	0	2021	6	INV	P	684.43	031221	281496	COURT MONTHLY JANIT
				ACCOUNT TOTAL		684.43						
001015	559100			OTHER OPER.MATLS-FULL R								
003810	003810	OFFICE PRODUCTS PLUS	912979-0	201554	2021	6	INV	P	170.77	031221	281622	COURT-OFFICE SUPPLI
003810	003810	OFFICE PRODUCTS PLUS	912979-1	201554	2021	6	INV	P	89.81	031221	281622	COURT-OFFICE SUPPLI
						260.58						
				ACCOUNT TOTAL		260.58						
001015	604800			OTHER PROF.-VICTIM'S ADV.GRANT								
003917	003917	PINE BELT MENTAL HEA	2021-01	0	2021	6	INV	P	9,033.48	031221	281631	COURT BHC CLINICAL
				ACCOUNT TOTAL		9,033.48						
001015	604900			OTHER PROFESSIONAL SERV.								
002564	002564	COURT PROGRAMS INC	78	0	2021	6	INV	P	3,640.00	031221	281532	COURT MONTHLY ANKLE
				ACCOUNT TOTAL		3,640.00						
001015	604901			OTHER PROF-TECHNOLOGY								
002385	002385	C SPIRE BUSINESS (FO	C002600616	0	2021	6	INV	P	28.95	031221	281513	COURT TELECONFERENC
002385	002385	C SPIRE BUSINESS (FO	C003483413	0	2021	6	INV	P	28.95	031221	281513	COURT TELECONFERENC
						57.90						
004057	004057	RJ YOUNG COMPANY	INV4092167	0	2021	6	INV	P	168.00	031221	281647	COURT RJ YOUNG MONT
				ACCOUNT TOTAL		225.90						
001015	620000			PRINTING								
004050	004050	RICOH CORP	5061503130	0	2021	6	INV	P	160.03	031221	281645	COURT PRINTING OVER
				ACCOUNT TOTAL		160.03						
001015	630000			GAS								

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004321	SPIRE ENERGY		G2021-14	0	2021	6	INV P	383.45 031221	281673	GAS VARIOUS LOCATIO
							ACCOUNT TOTAL	383.45		
001015	630500						ELECTRICITY			
003700	MS POWER COMPANY		E2021-13	0	2021	6	INV P	661.84 031221	281611	MS POWER VARIOUS DE
							ACCOUNT TOTAL	661.84		
001015	699900						SERVICES NOT SPECIFIED			
003040	HAVARD PEST CONTROL		1738477	0	2021	6	INV P	350.00 031221	281569	COURT ONE TIME PEST
							ACCOUNT TOTAL	350.00		
							ORG 001015 TOTAL	16,788.68		
001020							MAYOR/ADMIN.			
001020	570000						MTR VEHICLE REP. PTS/SPL			
002035	AAMCO TRANSMISSION (		I143599	220886	2021	6	INV P	257.50 031221	281482	ADM - CLEAN THROTTL
							ACCOUNT TOTAL	257.50		
001020	615000						ADVERTISING			
004017	REGIONS CARDHOLDER S		4524 - 02-28-21	0	2021	6	INV P	35.19 031221	281643	INV66176369
							ACCOUNT TOTAL	35.19		
001020	620000						PRINTING			
004205	SIGNS FIRST		H-75629	0	2021	6	INV P	495.35 031221	281658	ADMIN - POSTER PAPE
							ACCOUNT TOTAL	495.35		
001020	641000						OFFICE EQUIPMENT RENT			
003825	OWENS BUSINESS MACHI		414674	0	2021	6	INV P	187.00 031221	281625	ADMIN - COPY MACHIN
003825	OWENS BUSINESS MACHI		414675	0	2021	6	INV P	68.35 031221	281625	ADMIN - COPY MACHIN
								255.35		
							ACCOUNT TOTAL	255.35		
							ORG 001020 TOTAL	1,043.39		
001030							ELECTIONS			
001030	620000						PRINTING			
003395	LAWRENCE PRINTING CO		54383	220841	2021	6	INV P	1,935.43 031221	281591	ABSENTEE BALLOTS -
							ACCOUNT TOTAL	1,935.43		
							ORG 001030 TOTAL	1,935.43		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001090				URBAN DEVELOPMT							
001090	501000			OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	3467528387	220255	2021	6	INV	P	254.40	031221		281675 OFFICE SUPPLIES - U
004328	STAPLES	3467528388	220255	2021	6	INV	P	11.44	031221		281675 OFFICE SUPPLIES - U
004328	STAPLES	346758389	220255	2021	6	INV	P	4.98	031221		281675 OFFICE SUPPLIES - U
004328	STAPLES	3470308770	220704	2021	6	INV	P	56.30	031221		281675 OFFICE SUPPLIES - U
004328	STAPLES	3470308771	220704	2021	6	INV	P	9.57	031221		281675 OFFICE SUPPLIES - U
								336.69			
				ACCOUNT TOTAL				336.69			
001090	501100			N.I.P. SUPPLIES							
003753	NATL ASSN OF TOWN WA 14170		0	2021	6	INV	P	35.00	031221		281617 NATW MEMBERSHIP 202
				ACCOUNT TOTAL				35.00			
001090	502000			MINOR OFFICE EQUIP/FURN.							
004328	STAPLES	3471256320	220255	2021	6	INV	P	39.62	031221		281675 OFFICE SUPPLIES - U
				ACCOUNT TOTAL				39.62			
001090	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	5061503694	0	2021	6	INV	P	143.82	031221		281646 COPIER USAGE, FEB 2
				ACCOUNT TOTAL				143.82			
001090	684000			DUES AND MEMBERSHIPS							
004017	REGIONS CARDHOLDER S 4670 - 02-28-21		0	2021	6	INV	P	50.00	031221		281643 46 -02/28-21 CREDIT
				ACCOUNT TOTAL				50.00			
001090	684500			REGISTRATION FEE/TUITION							
004017	REGIONS CARDHOLDER S 4670 - 02-28-21		0	2021	6	INV	P	650.00	031221		281643 46 -02/28-21 CREDIT
				ACCOUNT TOTAL				650.00			
				ORG 001090 TOTAL				1,255.13			
001091				INFO TECHNOLOGY							
001091	604900			OTHER PROFESSIONAL SERV.							
002158	AT&T	AT&T 0591 2.8.21	0	2021	6	INV	P	47.00	031221		281498 MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-329399		0	2021	6	INV	P	16,800.00	031221		281689 MUNIS IMPLEMENTATIO
004482	TYLER TECHNOLOGIES IN 045-329993		0	2021	6	INV	P	3,500.00	031221		281689 MUNIS IMPLEMENTATIO
								20,300.00			
				ACCOUNT TOTAL				20,347.00			
001091	636500			OFFICE EQUIPMENT R&M							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002158	AT&T	AT&T 0598 2.8.21	0	2021	6	INV P	47.00	031221	281498	INTERACT SUPPORT -
002158	AT&T	ATT M26-4914	0	2021	6	INV P	47.00	031221	281498	ATT 911 3/1/21
002158	AT&T	FATTM266842	0	2021	6	INV P	47.00	031221	281498	AT&T 911 3/1/21
							141.00			
002207	BARRACUDA NETWORKS I	INV25852606	204075	2021	6	INV P	3,122.49	031221	281506	BARRACUDA EMAIL SEC
ACCOUNT TOTAL							3,263.49			
ORG 001091 TOTAL							23,610.49			
001092	GEN.GOV'T.BLDG									
001092	513000			CHEMICALS						
002459	CHEM-AQUA	7265853	0	2021	6	INV P	583.33	031221	281521	WATER TREATMENT PRO
ACCOUNT TOTAL							583.33			
001092	546000			MINOR EQUIPMENT						
004256	SOLAR SUPPLY INC	3438019	220720	2021	6	INV P	323.44	031221	281662	INTERMODAL TRAIN DE
ACCOUNT TOTAL							323.44			
001092	630000			GAS						
004321	SPIRE ENERGY	G2021-14	0	2021	6	INV P	3,232.93	031221	281673	GAS VARIOUS LOCATIO
ACCOUNT TOTAL							3,232.93			
001092	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV P	3,297.60	031221	281611	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-14	0	2021	6	INV P	1,413.48	031221	281611	MSPOWER VARIOUS LOC
							4,711.08			
ACCOUNT TOTAL							4,711.08			
001092	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	L2021-7	0	2021	6	INV P	91.00	031221	281569	PEST CONTROL VARIOU
ACCOUNT TOTAL							91.00			
ORG 001092 TOTAL							8,941.78			
001093	INTERMODAL FAC O&M									
001093	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	081260	220723	2021	6	INV P	501.79	031221	281700	INTERMODAL TRAIN DE
ACCOUNT TOTAL							501.79			
001093	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV P	3,572.01	031221	281611	MS POWER VARIOUS DE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									3,572.01		
001093	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	L2021-7		0		2021	6	INV P	61.00	031221	281569 PEST CONTROL VARIOU
ACCOUNT TOTAL									61.00		
ORG 001093 TOTAL									4,134.80		
001095				G/G INS.OTH SER							
001095	602500					LEGAL					
003090	HICKS LAW FIRM, LLC	9877		0		2021	6	INV P	1,140.00	031221	281570 PLAAS V. CITY
003090	HICKS LAW FIRM, LLC	9878		0		2021	6	INV P	1,400.00	031221	281570 GENERAL LEGAL
003090	HICKS LAW FIRM, LLC	9879		0		2021	6	INV P	2,220.00	031221	281570 PRECISION CONSTR.
003090	HICKS LAW FIRM, LLC	9880		0		2021	6	INV P	3,700.00	031221	281570 ELECTION COMMISSION
									8,460.00		
003637	MONTAGUE, PITTMAN &	48422		0		2021	6	INV P	500.00	031221	281608 ADMIN - CIVIL SERVI
ACCOUNT TOTAL									8,960.00		
001095	602701					MEDICAL ANALYSIS-EMP CLINIC					
002136	ANOINTED HANDS SERVI	6854		0		2021	6	INV P	280.00	031221	281496 MARCH JANITORIAL-EM
ACCOUNT TOTAL									280.00		
001095	604900					OTHER PROFESSIONAL SERV.					
002085	ALLEN ENGINEERING AN	00210009		0		2021	6	INV P	952.20	031221	281492 ADMIN - GRANT PREP
003433	LOCAL IMPACT ANALYTI	03092021		0		2021	6	INV P	2,000.00	031221	281593 ADMIN - INFRA 2021
ACCOUNT TOTAL									2,952.20		
001095	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T	L2021-13		0		2021	6	INV P	49.90	031221	281498 BLUE LIGHTS TRACE 2
002158	AT&T	L2021-13 LD		0		2021	6	INV P	286.50	031221	281498 BLUE LIGHTS LD 2/15
									336.40		
002159	AT&T LONG DISTANCE S	L2021-242	LD1095	0		2021	6	INV P	31.63	031221	281499 LONG DISTANCE SERVI
047050	C SPIRE (IP)	L2021-186		0		2021	6	INV P	4,948.10	031221	281512 CSPIRE CITY WIDE PH
ACCOUNT TOTAL									5,316.13		
001095	683200					BANK SERV/TRF FEE					
004017	REGIONS CARDHOLDER S	7079 - 02-28-21		0		2021	6	INV P	154.01	031221	281643 7079-02-28-21 MISCE
ACCOUNT TOTAL									154.01		
ORG 001095 TOTAL									17,662.34		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100											POLICE/PUB.SFTY
001100	500300										PAPER
003810	OFFICE	PRODUCTS	PLUS	925529-0	204529	2021	6	INV P	193.21	031221	281622 HPD OFFICE SUPPLIES
003810	OFFICE	PRODUCTS	PLUS	925529-1	204529	2021	6	INV P	47.09	031221	281622 HPD OFFICE SUPPLIES
									240.30		
									ACCOUNT TOTAL		240.30
001100	501000										OTHER EXPENDABLE OFF.SPL
003810	OFFICE	PRODUCTS	PLUS	919186-0	203029	2021	6	INV P	462.55	031221	281622 OFFICE SUPPLIES
003810	OFFICE	PRODUCTS	PLUS	925529-0	204529	2021	6	INV P	2,060.56	031221	281622 HPD OFFICE SUPPLIES
003810	OFFICE	PRODUCTS	PLUS	925529-1	204529	2021	6	INV P	502.17	031221	281622 HPD OFFICE SUPPLIES
									3,025.28		
									ACCOUNT TOTAL		3,025.28
001100	525000										GAS AND OIL
003918	PINE BELT OIL COMPAN	12320008	2/21		0	2021	6	INV P	413.29	031221	281632 2/2021 MINIT MART F
									ACCOUNT TOTAL		413.29
001100	535500										WEARING APPAREL
004017	REGIONS	CARDHOLDER S	1346 - 02-28-21		0	2021	6	INV P	728.14	031221	281643 1346 - 02-28-21 CRE
047092	OFFICER	SURVIVAL SOL	1063-1121		220367	2021	6	INV P	2,470.00	031221	281623 TRAUMA PLATE PACK-H
									ACCOUNT TOTAL		3,198.14
001100	546000										MINOR EQUIPMENT
002526	COMLINK	WIRELESS TEC	IN-7477		220005	2021	6	INV P	1,112.50	031221	281528 RADIO CARRIERS-HPD
									ACCOUNT TOTAL		1,112.50
001100	570000										MTR VEHICLE REP. PTS/SPL
002060	ADVANCE	AUTO PARTS	5604105535529		220744	2021	6	INV P	5,016.13	031221	281486 REPAIR PARTS FOR VA
002060	ADVANCE	AUTO PARTS	5604106276629		220863	2021	6	INV P	1,121.33	031221	281486 REPAIR PARTS FOR VA
002060	ADVANCE	AUTO PARTS	56041606176583		220816	2021	6	INV P	590.17	031221	281486 REPAIR PARTS VARIOU
									6,727.63		
047052	DANA	SAFETY	702880		220595	2021	6	INV P	135.00	031221	281536 REPAIR PARTS FOR UN
047052	DANA	SAFETY	703734		220595	2021	6	INV P	26.91	031221	281536 REPAIR PARTS FOR UN
									161.91		
									ACCOUNT TOTAL		6,889.54
001100	602700										MEDICAL
002855	FORREST	GENERAL HOSP	2262021		0	2021	6	INV P	840.00	031221	281556 EAP SERVICE-HPD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											840.00		
OTHER PROFESSIONAL SERV.													
001100	604900												
002567	COURTNEY'S RESTAURAN	13817	0	2021	6	INV	P	115.00	031221		281533	ICE MACHINE REPAIRS	
002567	COURTNEY'S RESTAURAN	13866	0	2021	6	INV	P	175.00	031221		281533	ICE MACHINE REPAIRS	
								290.00					
002610	D P S CRIME LAB	90101505	0	2021	6	INV	P	60.00	031221		281535	ANALYTICALFEES-HPD	
002669	DOCUMENT STORAGE SOL	53465	0	2021	6	INV	P	1,000.00	031221		281540	SERVICE CONTRACT MI	
002905	GILLILANDS ELECTRONI	4461	0	2021	6	INV	P	85.00	031221		281561	REBOOT FIRE ALARM S	
004125	SCALES BIOLOGICAL LA	8414A	0	2021	6	INV	P	4,725.00	031221		281651	DNA ANALYSIS FOR CA	
004272	SOUTHERN FIRE & SPRI	20-28150	220490	2021	6	INV	P	420.00	031221		281665	SPRINKLER INSPECTIO	
004453	TRANSUNION RISK AND	362606-202102-1	0	2021	6	INV	P	386.30	031221		281683	ONLINE INVESTIGATIO	
ACCOUNT TOTAL											6,966.30		
TELEPHONE AND TELEGRAPH													
001100	606000												
002158	AT&T	L2021-10	0	2021	6	INV	P	413.50	031221		281498	HPD PHONE M31822200	
ACCOUNT TOTAL											413.50		
FREIGHT													
001100	612000												
004505	UNITED PARCEL SERVIC	00008E1Y15081	0	2021	6	INV	P	8.13	031221		281692	SHIPPING FEES-HPD	
004505	UNITED PARCEL SERVIC	00008E1Y15091	0	2021	6	INV	P	22.16	031221		281692	SHIPPING FEE-HPD	
								30.29					
ACCOUNT TOTAL											30.29		
ELECTRICITY													
001100	630500												
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P	1,662.94	031221		281611	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2021-14	0	2021	6	INV	P	3,480.72	031221		281611	MSPower VARIOUS LOC	
								5,143.66					
ACCOUNT TOTAL											5,143.66		
MOTOR VEHICLE EQ. R&M													
001100	638400												
002035	AAMCO TRANSMISSION (	J144542	220264	2021	6	INV	P	2,231.00	031221		281482	REMOVE & REPLACE EN	
002035	AAMCO TRANSMISSION (	J144593	220714	2021	6	INV	P	678.75	031221		281482	HPD ADDENDUM TO PO#	
								2,909.75					
002066	AFFORDABLE EMERGENCY	1461	220844	2021	6	INV	P	170.00	031221		281487	WATCHGUARD REMOVE F	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003861	PATTERSON AUTO ELECT	480870	220892	2021	6	INV	P		297.00	031221	281627 R&R FUEL PUMP IN UN
				ACCOUNT TOTAL					3,376.75		
001100	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	L2021-7	0	2021	6	INV	P		125.00	031221	281569 PEST CONTROL VARIOU
				ACCOUNT TOTAL					125.00		
001100	641000			OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV4092162	0	2021	6	INV	P		253.00	031221	281647 COPIER LEASE FOR AD
004057	RJ YOUNG COMPANY	INV4104350	0	2021	6	INV	P		487.60	031221	281647 DET. COPIER LEASE-H
									740.60		
				ACCOUNT TOTAL					740.60		
001100	641700			MOTORCYCLE RENT							
002343	BRUCE ROSSMEYERS DAY	04012021	0	2021	6	INV	P		10,200.00	031221	281511 MB #2021-123 MOTOR
				ACCOUNT TOTAL					10,200.00		
001100	684000			DUES AND MEMBERSHIPS							
003668	MS ASSN OF CHIEFS OF	31293	0	2021	6	INV	P		100.00	031221	281610 MEMBERSHIP RENEWAL
				ACCOUNT TOTAL					100.00		
				ORG 001100 TOTAL					42,815.15		
001131				JOINT P&F TRNG.							
001131	507000			BOOKS							
047039	TRIAD MARTIAL ARTS	VSM-261	204395	2021	6	INV	P		765.00	031221	281685 STUDENT MANUELS - H
				ACCOUNT TOTAL					765.00		
001131	508000			COMPUTER SUPPLIES							
003350	L E A DATA TECHNOLOG	07-0198-10	220480	2021	6	INV	P		105.00	031221	281587 P/F LEA UPDATE CD
				ACCOUNT TOTAL					105.00		
001131	512000			MEDICAL SUPPLIES							
047100	NORTH AMERICAN RESCU	504107	220522	2021	6	INV	P		32.97	031221	281620 P/F MEDICAL SUPPLIE
047100	NORTH AMERICAN RESCU	504108	220523	2021	6	INV	P		100.27	031221	281620 P/F MEDICAL SUPPLIE
									133.24		
				ACCOUNT TOTAL					133.24		
001131	535600			WEARING APPAREL-FIRE							
002879	GALL'S LLC	01755582	220630	2021	6	INV	P		125.95	031221	281559 P/F BOOTS
				ACCOUNT TOTAL					125.95		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	544000										
004279	SOUTHERN MS PINE STR	12916			220934	2021	6	INV P	180.00	031221	281666 P/F PINE STRAW
									180.00		
001131	546000										
004439	TI TRAINING CORP	4647			220529	2021	6	INV P	90.00	031221	281680 P/F SIMILATOR REPAI
									90.00		
001131	546600										
004320	SPILL TACKLE LLC	1545			220298	2021	6	INV P	1,680.00	031221	281672 P/F ABSORGENT
									1,680.00		
001131	559100										
003963	PRECISION DELTA CORP	18977			220657	2021	6	INV P	1,345.56	031221	281639 P/F AMMUNITION
									1,345.56		
001131	599000										
002567	COURTNEY'S RESTAURAN	13867			220906	2021	6	INV P	283.90	031221	281533 P/F REPAIRS TO ICE
									283.90		
001131	611100										
003516	MAUNG, JEFFERY	8819			0	2021	6	INV P	184.00	031221	281604 P/F TRAV REIMBUR/CL
004219	SMITH, AUSTIN	8831			0	2021	6	INV P	368.00	031221	281660 P/F TRAV REIMB CLAS
004689	YAWN, JAMES	1092			0	2021	6	INV P	184.00	031221	281701 P/F TRAV REIMB/CLAS
									736.00		
001131	612000										
002879	GALL'S LLC	01755582			220630	2021	6	INV P	8.95	031221	281559 P/F BOOTS
003963	PRECISION DELTA CORP	18977			220657	2021	6	INV P	75.00	031221	281639 P/F AMMUNITION
004439	TI TRAINING CORP	4647			220529	2021	6	INV P	12.00	031221	281680 P/F SIMILATOR REPAI
047039	TRIAD MARTIAL ARTS	VSM-261			204395	2021	6	INV P	30.00	031221	281685 STUDENT MANUELS - H
047100	NORTH AMERICAN RESCU	504108			220523	2021	6	INV P	11.29	031221	281620 P/F MEDICAL SUPPLIE
									137.24		
001131	630000										
004321	SPIRE ENERGY	G2021-14			0	2021	6	INV P	1,020.55	031221	281673 GAS VARIOUS LOCATIO
									1,020.55		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131	644900										
004494	U SAVE AUTO RENTAL	19625			220937	2021	6	INV P	99.95	031221	281691 P/F VAN RENTAL
									99.95		
001131	684500										
047190	LEGAL AND LIABILTY	213704			220644	2021	6	INV P	590.00	031221	281592 P/F REG FEE LT.RIGS
									590.00		
001131	684600										
004331	STATE FIRE ACADEMY	18628			0	2021	6	INV P	50.00	031221	281676 P/F HAZ MAT TEST/MY
									50.00		
									7,342.39		
001160											
001160	501000										
003810	OFFICE PRODUCTS PLUS 924190-0				204159	2021	6	INV P	18.79	031221	281622 HFD OFFICE SUPPLIES
									18.79		
001160	502000										
003810	OFFICE PRODUCTS PLUS 924190-1				204159	2021	6	INV P	418.19	031221	281622 HFD OFFICE SUPPLIES
									418.19		
001160	508000										
003810	OFFICE PRODUCTS PLUS 924190-0				204159	2021	6	INV P	30.16	031221	281622 HFD OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS 924190-1				204159	2021	6	INV P	36.82	031221	281622 HFD OFFICE SUPPLIES
									66.98		
									66.98		
001160	510000										
002729	ELKINS WHOLESALE INC 445602				220763	2021	6	INV P	768.42	031221	281544 HFD JANITORIAL SUPP
									768.42		
001160	511000										
003810	OFFICE PRODUCTS PLUS 924190-0				204159	2021	6	INV P	62.53	031221	281622 HFD OFFICE SUPPLIES
									62.53		
001160	512000										
003810	OFFICE PRODUCTS PLUS 924190-0				204159	2021	6	INV P	5.66	031221	281622 HFD OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS 924190-1				204159	2021	6	INV P	23.48	031221	281622 HFD OFFICE SUPPLIES
									29.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											29.14		
001160	525000							GAS AND OIL					
003918	PINE BELT OIL COMPAN	12320008	2/21	0		2021	6	INV	P	160.09	031221	281632	2/2021 MINIT MART F
ACCOUNT TOTAL											160.09		
001160	525700							DIESEL FUEL					
003918	PINE BELT OIL COMPAN	12320008	2/21	0		2021	6	INV	P	1,233.01	031221	281632	2/2021 MINIT MART F
ACCOUNT TOTAL											1,233.01		
001160	535000							UNIFORMS, BADGES, ETC.					
003123	HOOK-FAST SPECIALTIE	253944			203394	2021	6	INV	P	370.55	031221	281572	HFD UNIFORM NAME PL
004445	TOP NOTCH EMBROIDERY	854			220470	2021	6	INV	P	100.00	031221	281682	HFD INSPECTOR WHITA
ACCOUNT TOTAL											470.55		
001160	535500							WEARING APPAREL					
003744	NAFECO-NORTH AMERICA	1076136			220013	2021	6	INV	P	319.84	031221	281615	WALTER GREEN FIRE F
ACCOUNT TOTAL											319.84		
001160	560500							ELECTRICAL SUPPLIES					
004256	SOLAR SUPPLY INC	3437518			220475	2021	6	INV	P	323.44	031221	281662	HFD STATION 6 AIR C
ACCOUNT TOTAL											323.44		
001160	570000							MTR VEHICLE REP. PTS/SPL					
002194	BARDING GENERATOR &	175748			220767	2021	6	INV	P	330.80	031221	281505	HFD UNIT #14517, 14
002194	BARDING GENERATOR &	175749			220768	2021	6	INV	P	543.80	031221	281505	HFD UNIT #14517 BAT
											874.60		
002646	DELK'S TIRE SALES AN	34133			220764	2021	6	INV	P	200.00	031221	281537	HFD EMERGENCY LADDE
003915	PINE BELT CDJR, INC	59136			220766	2021	6	INV	P	115.68	031221	281630	HFD UNIT #19835 REP
004465	TRUCKPRO LLC	039-0689881			220533	2021	6	INV	P	811.82	031221	281686	HFD STOCK SUPPLIES
004465	TRUCKPRO LLC	039-0689903			220598	2021	6	INV	P	54.54	031221	281686	HFD SUPPLIES TO SER
											866.36		
ACCOUNT TOTAL											2,056.64		
001160	606000							TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	ACCT#X03052021		0		2021	6	INV	P	1,291.19	031221	281500	MB2016-287/WIRELESS
ACCOUNT TOTAL											1,291.19		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	630000									
004321	SPIRE ENERGY		G2021-14	0	2021	6	INV P	3,772.96	031221	281673 GAS VARIOUS LOCATIO
								3,772.96		
001160	630500									
003700	MS POWER COMPANY		E2021-13	0	2021	6	INV P	2,348.26	031221	281611 MS POWER VARIOUS DE
003700	MS POWER COMPANY		E2021-14	0	2021	6	INV P	1,419.56	031221	281611 MSPower VARIOUS LOC
								3,767.82		
003873	PEARL RIVER VALLEY E		2021-14	0	2021	6	INV P	426.45	031221	281628 PRVELECTRIC VARIOUS
								4,194.27		
001160	631500									
002146	ARNOLD LINE WATER AS		T2021-6	0	2021	6	INV P	35.00	031221	281497 WATER SERVICE FIRE
								35.00		
001160	635000									
002716	EDDIE PEARSON ROOFIN	1382		220473	2021	6	INV P	1,825.80	031221	281543 HFD ROOF REPAIR STA
003824	OVERHEAD DOOR CO OF	200566		220326	2021	6	INV P	2,250.00	031221	281624 HFD STATION 5 BAY D
003824	OVERHEAD DOOR CO OF	200576		220214	2021	6	INV P	1,401.95	031221	281624 HFD STATION 4 BAY D
								3,651.95		
								5,477.75		
001160	638400									
002605	CUSTOM AUTO CREATION	569		220640	2021	6	INV P	85.00	031221	281534 HFD UNIT #14517 SID
002733	EMERGENCY EQUIPMENT	457742		0	2021	6	INV P	28,037.96	031221	281545 HFD EMERGENCY REPAI
								28,122.96		
001160	638900									
002733	EMERGENCY EQUIPMENT	457214		0	2021	6	INV P	2,972.52	031221	281545 HFD SCBA REPAIR, TE
								2,972.52		
001160	641000									
004050	RICOH CORP	34674321		0	2021	6	INV P	192.00	031221	281645 HFD ADMIN & PREVENT
004050	RICOH CORP	5061502716		0	2021	6	INV P	22.51	031221	281645 HFD ADMIN & PREVENT
								214.51		
								214.51		
								52,008.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001180										
001180	501000									
004328	STAPLES	3470308770	220704	2021	6	INV P	9.58	031221	281675	OFFICE SUPPLIES - U
							9.58			
001180	570000									
002166	AUTO ARMATURE SERVIC	24016	220711	2021	6	INV P	189.95	031221	281501	ALTERNATOR, UNIT 14
002413	CARQUEST AUTO PARTS	14758-154342	220709	2021	6	INV P	95.18	031221	281517	WINDOW PART, UNIT 1
							285.13			
001180	601600									
004076	ROGERS, KEVIN	TITLEOPINION3.1.21	0	2021	6	INV P	650.00	031221	281650	TITLE OPINIONS, MAR
							650.00			
001180	602300									
002847	FORREST COUNTY CHANC	054UD	0	2021	6	INV P	286.00	031221	281555	FILING FEES, JAN 20
							286.00			
001180	644900									
004050	RICOH CORP	34420247	0	2021	6	INV P	110.00	031221	281646	COPIER JAN 2021 BUI
004050	RICOH CORP	34645832	0	2021	6	INV P	5.50	031221	281646	COPIER LATE CHARGE,
							115.50			
							115.50			
							1,346.21			
001191										
001191	501000									
003177	INDOFF INC	3443740	220443	2021	6	INV P	117.98	031221	281574	TRAFFIC OFFICE SUPP
							117.98			
001191	545000									
004476	TURNER SUPPLY COMPAN	220697	220697	2021	6	INV P	96.00	031221	281688	TRAFFIC TOOL
							96.00			
001191	554500									
004316	SPEEDY PRINTING & SI	28705	220813	2021	6	INV P	56.00	031221	281671	TRAFFIC STREET MARK
							56.00			
001191	565000									
002795	FASTENAL COMPANY	MSHAT229983	220185	2021	6	INV P	132.36	031221	281550	TRAFFIC PAINT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004175	SHERWIN-WILLIAMS COM	9473-9		220373	2021	6	INV P	154.97	031221	281654 TRAFFIC PAINT
004176	SHERWIN-WILLIAMS COM	9474-7		220372	2021	6	INV P	167.73	031221	281655 TRAFFIC PAINT
ACCOUNT TOTAL								455.06		
001191	612000			FREIGHT						
003177	INDOFF INC	3443740		220443	2021	6	INV P	15.00	031221	281574 TRAFFIC OFFICE SUPP
ACCOUNT TOTAL								15.00		
001191	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2021-13		0	2021	6	INV P	605.31	031221	281611 MS POWER VARIOUS DE
ACCOUNT TOTAL								605.31		
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4077211345		0	2021	6	INV P	25.00	031221	281523 TRAFFIC UNIFORM SC/
ACCOUNT TOTAL								25.00		
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4077211104		0	2021	6	INV P	6.63	031221	281523 TRAFFIC MATS SC/820
ACCOUNT TOTAL								6.63		
001191	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	010094		0	2021	6	INV P	325.00	031221	281483 TRAFFIC
ACCOUNT TOTAL								325.00		
ORG 001191 TOTAL								1,701.98		
001201			STREET DIV.							
001201	500300			PAPER						
003772	NEWELL PAPER COMPANY	410752		220759	2021	6	INV P	305.80	031221	281619 PAPER/PUBLIC WORKS
ACCOUNT TOTAL								305.80		
001201	546000			MINOR EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	80777		220663	2021	6	INV P	2,243.96	031221	281491 WEED EATERS & BLOWE
ACCOUNT TOTAL								2,243.96		
001201	559000			OTHER OPERATING MATL/SPLY						
002905	GILLILANDS ELECTRONI	3705		0	2021	6	INV P	250.00	031221	281561 REF. PO #202868 REP
003772	NEWELL PAPER COMPANY	4102727		220759	2021	6	INV P	135.56	031221	281619 PAPER/PUBLIC WORKS
004316	SPEEDY PRINTING & SI	28737		220960	2021	6	INV P	60.00	031221	281671 LETTERS/UNIT 21706

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										445.56		
001201	570000						MTR VEHICLE REP.	PTS/SPL				
002166	AUTO ARMATURE	SERVIC	24160	220976	2021	6	INV	P	89.95	031221		281501 51-60 BATTERY FOR S
047110	MS STATE TAX		030121	0	2021	6	INV	P	12.00	031221		281613 TAG FOR UNIT 2706
ACCOUNT TOTAL										101.95		
001201	604900						OTHER PROFESSIONAL	SERV.				
003331	KINSEY WELDING		5221	0	2021	6	INV	P	3,375.00	031221		281585 ADMIN - DRAIN BUILD
ACCOUNT TOTAL										3,375.00		
001201	643000						UNIFORM RENT					
002471	CINTAS CORPORATION #	4076848748	0	2021	6	INV	P	27.75	031221		281522	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4076848769	0	2021	6	INV	P	13.44	031221		281522	MATS PUBLIC WORKS D
002471	CINTAS CORPORATION #	4076848784	0	2021	6	INV	P	46.60	031221		281523	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4076848802	0	2021	6	INV	P	84.04	031221		281522	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4076848813	0	2021	6	INV	P	152.84	031221		281522	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4077211149	0	2021	6	INV	P	65.25	031221		281523	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4077211189	0	2021	6	INV	P	27.75	031221		281522	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4077211221	0	2021	6	INV	P	14.11	031221		281522	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4077211248	0	2021	6	INV	P	87.84	031221		281523	UNIFORMS PUBLIC WOR
002471	CINTAS CORPORATION #	4077211356	0	2021	6	INV	P	46.60	031221		281523	UNIFORMS PUBLIC WOR
										566.22		
ACCOUNT TOTAL										566.22		
ORG 001201 TOTAL										7,038.49		
001202	STREET LIGHTS											
001202	630500						ELECTRICITY					
003700	MS POWER COMPANY	E2012-14	0	2021	6	INV	P	183.79	031221		281611	MSPOWER VARIOUS LOC
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P	101,331.35	031221		281611	MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-14	0	2021	6	INV	P	2,842.70	031221		281611	MSPOWER VARIOUS LOC
										104,357.84		
003873	PEARL RIVER VALLEY E	2021-14	0	2021	6	INV	P	2,837.02	031221		281628	PRVELECTRIC VARIOUS
003873	PEARL RIVER VALLEY E	2021-14-A	0	2021	6	INV	P	396.00	031221		281628	PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	PRVEPA 2021-13	0	2021	6	INV	P	1,240.29	031221		281628	PRVE VARIOUS DEPTS
										4,473.31		
004282	SOUTHERN PINE ELECTRIC	E2021-10 3/3/21	0	2021	6	INV	P	78.10	031221		281668	SO PINE ELECTRIC VA
004282	SOUTHERN PINE ELECTRIC	E2021-10-A	0	2021	6	INV	P	70.58	031221		281668	SOPELECTRIC 1/30/21
										148.68		
ACCOUNT TOTAL										108,979.83		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				ORG 001202			TOTAL	108,979.83						
001203				ENGR/PUBLIC SER										
001203 560000				BUILDING MATERIALS & SPLY										
004256 SOLAR SUPPLY INC 3438024				220699 2021 6 INV P			158.40		031221		281662		A/C FILTERS - ENGIN	
				ACCOUNT TOTAL			158.40							
001203 601500				ENGINEERING										
003764 NEEL-SCHAFFER INC 1069661				0 2021 6 INV P			4,583.33		031221		281618		MB 2017-486 MS4 PRO	
004197 SHOWS DEARMAN & WAIT 21898				0 2021 6 INV P			220.00		031221		281656		MB# 2012-1/34 - SIE	
				ACCOUNT TOTAL			4,803.33							
001203 604900				OTHER PROFESSIONAL SERV.										
003256 JOHNSON CONTROLS, IN 00073768074				0 2021 6 INV P			11,497.25		031221		281580		MB 2015-217 & 240 M	
				ACCOUNT TOTAL			11,497.25							
001203 607000				POSTAGE										
002798 FEDERAL EXPRESS 7-294-64787				0 2021 6 INV P			25.06		031221		281551		PACKAGE TO MDEQ - E	
				ACCOUNT TOTAL			25.06							
001203 630000				GAS										
004321 SPIRE ENERGY G2021-14				0 2021 6 INV P			213.39		031221		281673		GAS VARIOUS LOCATIO	
				ACCOUNT TOTAL			213.39							
001203 630500				ELECTRICITY										
003700 MS POWER COMPANY E2021-13				0 2021 6 INV P			336.08		031221		281611		MS POWER VARIOUS DE	
				ACCOUNT TOTAL			336.08							
001203 641000				OFFICE EQUIPMENT RENT										
004057 RJ YOUNG COMPANY INV4092123				0 2021 6 INV P			262.00		031221		281647		MB 2019-60 COPIER L	
				ACCOUNT TOTAL			262.00							
001203 687000				CUSTODIAL SERVICE										
002037 AB SUPPORT SERVICES 010094				0 2021 6 INV P			425.00		031221		281483		ENGINEERING	
				ACCOUNT TOTAL			425.00							
				ORG 001203			TOTAL	17,720.51						
001204				SHOP DIVISION										
001204 513000				CHEMICALS										
003772 NEWELL PAPER COMPANY 4100734				220335 2021 6 INV P			481.00		031221		281619		SHOP OIL DRY	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							481.00				
EXPENDABLE WELDING SPLY.											
001204	577000			220676	2021	6	INV	P	288.36	031221	281488 SHOP AIRGAS
002071	AIRGAS USA LLC (NORD	9110316183	220677	2021	6	INV	P		296.77	031221	281489 SHOP AIRGAS
002071	AIRGAS USA LLC (NORD	9110542803	0	2021	6	INV	P		57.20	031221	281489 TRAFFIC ADDITIONAL
							642.33				
003142	HUB CITY STEEL	0042817	220528	2021	6	INV	P		41.76	031221	281573 SHOP WELDING SUPPLI
ACCOUNT TOTAL							684.09				
001204	630000			GAS							
004321	SPIRE ENERGY	G2021-14	0	2021	6	INV	P		2,045.23	031221	281673 GAS VARIOUS LOCATIO
ACCOUNT TOTAL							2,045.23				
001204	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P		44.46	031221	281611 MS POWER VARIOUS DE
ACCOUNT TOTAL							44.46				
001204	642500			CYLINDER RENT							
002071	AIRGAS USA LLC (NORD	2433804	0	2021	6	INV	P		331.57	031221	281489 CYLINDER RENTAL/PW
ACCOUNT TOTAL							331.57				
001204	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4077824867	0	2021	6	INV	P		92.06	031221	281524 UNIFORM RENTAL/PW S
ACCOUNT TOTAL							92.06				
ORG 001204 TOTAL							3,678.41				
G O & F S DIV.											
001205	604900			OTHER PROFESSIONAL SERV.							
003918	PINE BELT OIL COMPAN	10727736	220049	2021	6	INV	P		98.00	031221	281632 DIESEL HOSE FUEL PU
ACCOUNT TOTAL							98.00				
001205	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P		63.52	031221	281611 MS POWER VARIOUS DE
ACCOUNT TOTAL							63.52				
ORG 001205 TOTAL							161.52				
DRAINAGE DIV.											
001206	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	ACCT#06052021	0	2021	6	INV	P		1,782.78	031221	281500 MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											1,782.78		
FACILITIES IMPROVEMENT													
001206	721501												
004197	SHOWS DEARMAN & WAIT	21891	0	2021	6	INV	P	8,020.00	031221		281656	MB	2020-205-206 - M
004197	SHOWS DEARMAN & WAIT	21895	0	2021	6	INV	P	2,592.50	031221		281656	MB	2020-205-206 - W
											10,612.50		
ACCOUNT TOTAL											10,612.50		
INNSWOOD DRAINAGE													
001206	721503												
004197	SHOWS DEARMAN & WAIT	21928	0	2021	6	INV	P	11,955.00	031221		281657	MB	2020-105 LINCOLN
ACCOUNT TOTAL											11,955.00		
OTHER IMPROVEMENTS													
001206	729500												
002859	FORTERRA PIPE AND PR	11777756	220614	2021	6	INV	P	212.00	031221		281558	J M	TATUM INDUSTRIA
002859	FORTERRA PIPE AND PR	11777756A	220609	2021	6	INV	P	1,622.00	031221		281558	J M	TATUM INDUSTRIA
											1,834.00		
003764	NEEL-SCHAFFER INC	1069692	0	2021	6	INV	P	4,695.25	031221		281618	MB	2011-4/307 HARDY
004058	RJM MCQUEEN CONTRACT	2307	0	2021	6	INV	P	8,667.00	031221		281649	MB	2020-179 78 S TI
004058	RJM MCQUEEN CONTRACT	2361	0	2021	6	INV	P	5,307.00	031221		281649	MB	2020-179 DRAINAG
004058	RJM MCQUEEN CONTRACT	2365	220080	2021	6	INV	P	38,622.54	031221		281649	J M	TATUM INDUSTRIA
004058	RJM MCQUEEN CONTRACT	2368	0	2021	6	INV	P	5,855.00	031221		281649	MB	2020-179 DRAINAG
											58,451.54		
004197	SHOWS DEARMAN & WAIT	21893	0	2021	6	INV	P	687.50	031221		281656	MB	2012-1/34 - ELAI
004197	SHOWS DEARMAN & WAIT	21894	0	2021	6	INV	P	1,840.00	031221		281656	MB	2012-1/34 - S 37
004197	SHOWS DEARMAN & WAIT	21896	0	2021	6	INV	P	435.00	031221		281656	MB	2012-1/34 - DRAI
											2,962.50		
ACCOUNT TOTAL											67,943.29		
ORG 001206 TOTAL											92,293.57		
CONSTRUCTION													
001207	559000												
002413	CARQUEST AUTO PARTS	14758-154886	220865	2021	6	INV	P	114.17	031221		281517	TRAILER	HITCH/UNIT#
ACCOUNT TOTAL											114.17		
001207	570000												
002166	AUTO ARMATURE SERVIC	24055	220857	2021	6	INV	P	118.95	031221		281501	STARTER/CONST	DEPT
ACCOUNT TOTAL											118.95		
001207	612000												
FREIGHT													

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR INVOICE		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
002413	CARQUEST AUTO PARTS	14758-154886		220865	2021 6 INV P	7.00	031221	281517 TRAILER HITCH/UNIT#
					ACCOUNT TOTAL	7.00		
001207	638400				MOTOR VEHICLE EQ. R&M			
002034	AAMCO TRANSMISSION (	111607		220706	2021 6 INV P	1,770.19	031221	281481 REPAIRS ON UNIT#159
004514	UNIVERSITY TIRE & SE	INV169704		220930	2021 6 INV P	55.00	031221	281693 AIR SENSORS/UNIT#15
					ACCOUNT TOTAL	1,825.19		
001207	642500				CYLINDER RENT			
002071	AIRGAS USA LLC (NORD	9977774212		0	2021 6 INV P	148.78	031221	281489 CYLINDER RENTAL/CON
					ACCOUNT TOTAL	148.78		
001207	643000				UNIFORM RENT			
002471	CINTAS CORPORATION #	4077824775		0	2021 6 INV P	56.21	031221	281524 UNIFORM RENTAL/CONS
					ACCOUNT TOTAL	56.21		
					ORG 001207 TOTAL	2,270.30		
001220					SANITATION DIV.			
001220	510000				CLEANING/JANITORIAL SPLY			
004634	WHEELER'S JANITORIAL	081274		220890	2021 6 INV P	318.76	031221	281700 SANITATION CLEANING
					ACCOUNT TOTAL	318.76		
001220	559100				OTHER OPER.MATLS-FULL R			
003457	LOWE'S OF HATTIESBUR	938077-GLLJZG		220762	2021 6 INV P	135.22	031221	281594 LOCKING SPRING SNAP
					ACCOUNT TOTAL	135.22		
001220	560000				BUILDING MATERIALS & SPLY			
002901	GILKEY ELECTRIC SUPP	335976		220925	2021 6 INV P	251.25	031221	281560 VENT FAN FOR SANITA
					ACCOUNT TOTAL	251.25		
001220	570000				MTR VEHICLE REP. PTS/SPL			
002252	BIG IRON DIESEL REPA	R04422		220885	2021 6 INV P	2,826.93	031221	281507 UNIT 15892 WIRING H
002738	EMPIRE TRUCK SALES (	CE006176287:01		220900	2021 6 INV P	1,225.30	031221	281547 UNIT 20072 FUEL TAN
002738	EMPIRE TRUCK SALES (	CE006176387:01		220894	2021 6 INV P	1,010.38	031221	281547 UNIT 19948 RADIATOR
002738	EMPIRE TRUCK SALES (	CE006176413:01		220957	2021 6 INV P	117.44	031221	281547 UNIT 19947 OIL/FUEL
002738	EMPIRE TRUCK SALES (	CE006176414:01		220945	2021 6 INV P	123.98	031221	281547 UNIT 15892 OIL/FUEL
002738	EMPIRE TRUCK SALES (	CE006176415:01		220956	2021 6 INV P	787.46	031221	281547 UNIT 19948 BRAKE SH
002738	EMPIRE TRUCK SALES (	CE00617649:01		220967	2021 6 INV P	764.90	031221	281547 UNIT 19948 SPRING A
						4,029.46		
003253	JOHNNY'S WRECKER SER	41438		0	2021 6 INV P	350.00	031221	281579 SANIT- TOWING UNIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004139	SCOTTS HYDRAULIC SER	44954	220896	2021	6	INV	P		423.70	031221	281652 UNIT 15893 SWIVEL L
004597	WATERS INTERNATIONAL	08P803435	220721	2021	6	INV	P		559.21	031221	281698 UNIT 14406 KIT HEAT
ACCOUNT TOTAL									8,189.30		
001220	643000		UNIFORM RENT								
002471	CINTAS CORPORATION #	4077211464	0	2021	6	INV	P		167.27	031221	281523 SANITATION SC#82000
002471	CINTAS CORPORATION #	4077825149	0	2021	6	INV	P		205.90	031221	281524 SC#8200044758
									373.17		
002472	CINTAS FIRST AID J71	5053414824	0	2021	6	INV	P		143.10	031221	281525 SANIT LYSOL WIPES
ACCOUNT TOTAL									516.27		
001220	643500		MOP-MAT-RAG RENT								
002471	CINTAS CORPORATION #	4077211378	0	2021	6	INV	P		28.74	031221	281523 SANITATION SC#82000
002471	CINTAS CORPORATION #	4077824974	0	2021	6	INV	P		28.74	031221	281523 SC#8200044758 SANIT
									57.48		
ACCOUNT TOTAL									57.48		
001220	688000		TIPPING FEES								
003920	PINE BELT REGIONAL S	02/28/2021	0	2021	6	INV	P		35,966.16	031221	281633 FEB-SANITATION RUBB
004591	WASTE MANAGEMENT OF	0012517-2526-1	0	2021	6	INV	P		786.69	031221	281697 MB2003-5/484 DEC SE
004591	WASTE MANAGEMENT OF	0012589-2526-0	0	2021	6	INV	P		555.37	031221	281697 MB#2003-5/484 FEB S
									1,342.06		
ACCOUNT TOTAL									37,308.22		
001220	689000		RECYCLING FEES								
004030	REPUBLIC SERVICES IN	0991-000319854	220608	2021	6	INV	P		18,480.35	031221	281644 FEB. 11RECYCLE DISP
ACCOUNT TOTAL									18,480.35		
ORG 001220 TOTAL									65,256.85		
001250	HEALTH DIVISION										
001250	545000		HAND TOOLS								
003543	MCELHANEY PLUMBING I	0089897	220897	2021	6	INV	P		203.40	031221	281605 E-Z REACHERS / PAPE
ACCOUNT TOTAL									203.40		
001250	575500		AGRICLTR REPAIR PTS/SPL								
002304	BRACKMAN MOWER WAREH	2004	220928	2021	6	INV	P		2,800.00	031221	281510 LAWN MOWER PARTS
ACCOUNT TOTAL									2,800.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ORG 001250	TOTAL			3,003.40		
001260 ANIMAL CONTROL											
001260	699900				SERVICES NOT SPECIFIED						
004283	SOUTHERN PINES ANIMA COB-25	0	2021	6	INV	P	15,000.00	031221	281669	HOUSING OF ANIMALS	
					ACCOUNT TOTAL	15,000.00					
					ORG 001260	TOTAL			15,000.00		
001551 AIRPORT DIV.											
001551	630000				GAS						
004321	SPIRE ENERGY	G2021-14	0	2021	6	INV	P	37.49	031221	281673 GAS VARIOUS LOCATIO	
					ACCOUNT TOTAL	37.49					
					ORG 001551	TOTAL			37.49		
001553 CEMETERY DIV											
001553	501000				OTHER EXPENDABLE OFF.SPL						
003457	LOWE'S OF HATTIESBUR 937633-GHPATX	220304	2021	6	INV	P	31.14	031221	281594	BATTERIES FOR CEMET	
					ACCOUNT TOTAL	31.14					
001553 575500					AGRICLTRL REPAIR PTS/SPL						
004544	VERMEER MIDSOUTH INC 432693	220740	2021	6	INV	P	2,133.23	031221	281694	NEW AXLE FOR WOOD C	
004544	VERMEER MIDSOUTH INC 432698	220860	2021	6	INV	P	212.23	031221	281694	BELT FOR WOOD CHIPP	
								2,345.46			
					ACCOUNT TOTAL	2,345.46					
001553 604900					OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S 19917738	0	2021	6	INV	P	48.34	031221	281575	MB#2006-2/76-77-SEC	
003634	MOLLY MAID 003	0	2021	6	INV	P	245.00	031221	281607	MB#2005-2/267-03/01	
					ACCOUNT TOTAL	293.34					
001553 612000					FREIGHT						
004544	VERMEER MIDSOUTH INC 432693	220740	2021	6	INV	P	211.76	031221	281694	NEW AXLE FOR WOOD C	
					ACCOUNT TOTAL	211.76					
001553 630000					GAS						
004321	SPIRE ENERGY	G2021-14	0	2021	6	INV	P	262.95	031221	281673 GAS VARIOUS LOCATIO	
					ACCOUNT TOTAL	262.95					
001553 630500					ELECTRICITY						
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P	490.71	031221	281611 MS POWER VARIOUS DE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2021-14			0	2021	6	INV P	36.45	031221	281628 PRVELECTRIC VARIOUS
								ACCOUNT TOTAL	527.16		
001553	733500							AGRICULTURAL EQUIPMENT			
002083	ALLBRITTON CHAIN SAW	80697			220824	2021	6	INV P	7,900.00	031221	281491 SCAG 48" MOWER FOR
								ACCOUNT TOTAL	7,900.00		
001553	735500							COMMUNICATION EQUIPMENT			
002535	COMSOUTH	197503			220648	2021	6	INV P	2,900.00	031221	281529 RADIOS FOR CEMETERY
								ACCOUNT TOTAL	2,900.00		
								ORG 001553 TOTAL	14,471.81		
001560								PARKING OPER.			
001560	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2021-13			0	2021	6	INV P	1,134.71	031221	281611 MS POWER VARIOUS DE
								ACCOUNT TOTAL	1,134.71		
								ORG 001560 TOTAL	1,134.71		
FUND 001 REVENUES									TOTAL:	547,272.30	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											
002300	513000										
002023	A & R FARM AND GARDE	350196			220380	2021	6	INV P	336.00	031221	281480 P&R GRNDS PAPER STI
047024	GREENPOINT AG HOLDIN	1033405			220550	2021	6	INV P	557.00	031221	281562 P&R GROUNDS CHEMICA
047024	GREENPOINT AG HOLDIN	1043225			220875	2021	6	INV P	1,460.50	031221	281562 P&R ALL BALLFIELDS
									2,017.50		
									ACCOUNT TOTAL	2,353.50	
002300	525000										
001002	CITY OF HATTIESBURG	REC 3/1/21			0						
									ACCOUNT TOTAL	3,884.17	
002300	525500										
004299	SOUTHERN TIRE MART L	2520051470			204512	2021	6	INV P	14.95	031221	281670 P&R #16048 SERVICED
004299	SOUTHERN TIRE MART L	2520051472			204513	2021	6	INV P	14.95	031221	281670 P&R #13130 SERVICED
004299	SOUTHERN TIRE MART L	2520051473			204511	2021	6	INV P	9.97	031221	281670 P&R #11212 SERVICE
									39.87		
									ACCOUNT TOTAL	39.87	
002300	544000										
002023	A & R FARM AND GARDE	350196			220380	2021	6	INV P	450.00	031221	281480 P&R GRNDS PAPER STI
002049	ADAMS NURSERY	660763			220292	2021	6	INV P	263.52	031221	281484 GROUNDS-PLANTS
002049	ADAMS NURSERY	660767			220753	2021	6	INV P	189.50	031221	281484 P&R TATUM SOCCER PA
002049	ADAMS NURSERY	660790			220914	2021	6	INV P	323.84	031221	281484 P&R GRNDS PLANTERS
									776.86		
003897	PHILLIPS BARK PROCES	143404			220656	2021	6	INV P	1,160.00	031221	281629 P&R CITY WIDE USE-M
003897	PHILLIPS BARK PROCES	143405			220656	2021	6	INV P	1,160.00	031221	281629 P&R CITY WIDE USE-M
									2,320.00		
004279	SOUTHERN MS PINE STR	12517			220544	2021	6	INV P	240.00	031221	281666 P&R GRNDS PINE STRA
									ACCOUNT TOTAL	3,786.86	
002300	546000										
003543	MCELHANEY PLUMBING I	287332			220833	2021	6	INV P	499.95	031221	281605 P&R TATUM SOFTBALL
									ACCOUNT TOTAL	499.95	
002300	551000										
002177	B S N SPORTS	911666658			220153	2021	6	INV P	3,411.91	031221	281504 JC PARK-REC SUPPLIE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002832	FLOWERS BY MARIAM	111220	203620	2021	6	INV P	1,100.00	031221	281552	CHRISTMAS BOWS-TOWN
003975	MS PRISON INDUST	120803	220400	2021	6	INV P	1,140.00	031221	281612	P&R EAST 8TH ST BEN
ACCOUNT TOTAL							5,651.91			
002300	560000	BUILDING MATERIALS & SPLY								
003543	MCELHANEY PLUMBING I	287310	220760	2021	6	INV P	12.50	031221	281605	P&R JAYCEE PARK REP
ACCOUNT TOTAL							12.50			
002300	560500	ELECTRICAL SUPPLIES								
002901	GILKEY ELECTRIC SUPP	334676	220451	2021	6	INV P	1,309.50	031221	281560	P&R TATUM SOCCER RR
002901	GILKEY ELECTRIC SUPP	335973	220929	2021	6	INV P	858.00	031221	281560	P&R GRNDS SHOP ELEC
							2,167.50			
003208	IRBY, STUART C CO	S012187630.001	220017	2021	6	INV P	3,936.90	031221	281576	KAMPER-TENNIS LIGHT
ACCOUNT TOTAL							6,104.40			
002300	561000	PLUMBING SUPPLIES								
003543	MCELHANEY PLUMBING I	287247	220717	2021	6	INV P	54.44	031221	281605	P&R DAHMER PARK SUP
003543	MCELHANEY PLUMBING I	287297	220755	2021	6	INV P	73.24	031221	281605	P&R CE ROY POOL REP
							127.68			
ACCOUNT TOTAL							127.68			
002300	565000	PAINT AND PAINTING SPLY.								
003926	PIONEER MANUFACTURIN	778690	220769	2021	6	INV P	247.50	031221	281635	P&R GRNDS MAINT-PAI
004176	SHERWIN-WILLIAMS COM	6843-4	220746	2021	6	INV P	583.20	031221	281655	P&R TATUM SOCCER PA
ACCOUNT TOTAL							830.70			
002300	570000	MTR VEHICLE REP. PTS/SPL								
002166	AUTO ARMATURE SERVIC	23934	220691	2021	6	INV P	166.95	031221	281501	P&R TRACTOR 210 REP
002413	CARQUEST AUTO PARTS	14758153768	220455	2021	6	INV P	179.12	031221	281517	P&R TRK UNIT 21327
004299	SOUTHERN TIRE MART L	2520051399	204509	2021	6	INV P	549.56	031221	281670	P&R #20419 TIRES
004299	SOUTHERN TIRE MART L	2520055853	220765	2021	6	INV P	495.00	031221	281670	P&R TRK UNIT 21327-
004299	SOUTHERN TIRE MART L	2520055867	220796	2021	6	INV P	34.33	031221	281670	P&R MOWER UNIT 2159
004299	SOUTHERN TIRE MART L	2520055959	220876	2021	6	INV P	70.00	031221	281670	P&R TRK UNIT 21327-
							1,148.89			
ACCOUNT TOTAL							1,494.96			
002300	575000	COMMUNICATION REPAIR PTS								
002535	COMSOUTH	197109	220275	2021	6	INV P	241.45	031221	281529	GRNDS MAINT-RADIO R

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002535	COMSOUTH		197110		220275	2021	6	INV P	114.00	031221	281529 GRNDS MAINT-RADIO R
									355.45		
								ACCOUNT TOTAL	355.45		
002300	575500							AGRICLTRL REPAIR PTS/SPL			
002083	ALLBRITTON CHAIN SAW	80691			220808	2021	6	INV P	99.96	031221	281491 P&R GRNDS MAINT SUP
002304	BRACKMAN MOWER WAREH	1769			220879	2021	6	INV P	139.95	031221	281510 P&R MOWER UNIT 1946
002304	BRACKMAN MOWER WAREH	1870			220933	2021	6	INV P	472.97	031221	281510 P&R MOWER UNIT 2082
									612.92		
								ACCOUNT TOTAL	712.88		
002300	604900							OTHER PROFESSIONAL SERV.			
002275	BLUE DOLPHIN POOLS	41762			0	2021	6	INV P	966.58	031221	281509 P&R VET/CITY HALL/C
002275	BLUE DOLPHIN POOLS	42010			0	2021	6	INV P	970.22	031221	281509 P&R VET/CITYHALL/CU
									1,936.80		
								ACCOUNT TOTAL	1,936.80		
002300	612000							FREIGHT			
003897	PHILLIPS BARK PROCES	143404			220656	2021	6	INV P	275.00	031221	281629 P&R CITY WIDE USE-M
003897	PHILLIPS BARK PROCES	143405			220656	2021	6	INV P	275.00	031221	281629 P&R CITY WIDE USE-M
									550.00		
003926	PIONEER MANUFACTURIN	778690			220769	2021	6	INV P	12.75	031221	281635 P&R GRNDS MAINT-PAI
003975	MS PRISON INDUST	120803			220400	2021	6	INV P	100.00	031221	281612 P&R EAST 8TH ST BEN
								ACCOUNT TOTAL	662.75		
002300	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2021-13			0	2021	6	INV P	1,436.03	031221	281611 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-14			0	2021	6	INV P	44.04	031221	281611 MSPower VARIOUS LOC
									1,480.07		
								ACCOUNT TOTAL	1,480.07		
002300	635000							BUILDING R&M			
003824	OVERHEAD DOOR CO OF	200569			220491	2021	6	INV P	756.41	031221	281624 GROUNDS-SHOP DOOR R
								ACCOUNT TOTAL	756.41		
002300	635500							ELECTRICAL R&M			
004234	SMITH, JIM SERVICES	90926			220837	2021	6	INV P	2,533.10	031221	281661 P&R TATUM BASEBALL-
004234	SMITH, JIM SERVICES	90928			0	2021	6	INV P	505.51	031221	281661 P&R TATUM SOCCER A/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									3,038.61		
ACCOUNT TOTAL									3,038.61		
002300	635700					PLUMBING EQUIPMENT R&M					
002100	AMERICAN	AIR	SPECIAL	107176	220206	2021	6	INV P	157.50	031221	281494 TATUM TENNIS PLUMBI
002100	AMERICAN	AIR	SPECIAL	107659	220889	2021	6	INV P	450.00	031221	281494 P&R TATUM TENNIS LE
									607.50		
ACCOUNT TOTAL									607.50		
002300	638000					FIXED EQUIPMENT R&M					
003242	JEFCOAT	FENCE OF HAT	0022801		220439	2021	6	INV P	4,900.00	031221	281578 P&R ALL PARKS FENCE
ACCOUNT TOTAL									4,900.00		
002300	638400					MOTOR VEHICLE EQ. R&M					
003915	PINE BELT	CDJR, INC	511522		220438	2021	6	INV P	627.16	031221	281630 P&R TRK UNIT 21153
004299	SOUTHERN	TIRE	MART L	2520051399	204509	2021	6	INV P	92.00	031221	281670 P&R #20419 TIRES
004299	SOUTHERN	TIRE	MART L	2520051470	204512	2021	6	INV P	15.00	031221	281670 P&R #16048 SERVICED
004299	SOUTHERN	TIRE	MART L	2520051472	204513	2021	6	INV P	15.00	031221	281670 P&R #13130 SERVICED
004299	SOUTHERN	TIRE	MART L	2520051473	204511	2021	6	INV P	19.98	031221	281670 P&R #11212 SERVICE
004299	SOUTHERN	TIRE	MART L	2520055853	220765	2021	6	INV P	220.00	031221	281670 P&R TRK UNIT 21327-
004299	SOUTHERN	TIRE	MART L	2520055867	220796	2021	6	INV P	39.90	031221	281670 P&R MOWER UNIT 2159
									401.88		
ACCOUNT TOTAL									1,029.04		
002300	638700					AGRICULTURAL EQ. R&M					
002304	BRACKMAN	MOWER	WAREH	1769	220879	2021	6	INV P	45.40	031221	281510 P&R MOWER UNIT 1946
002304	BRACKMAN	MOWER	WAREH	1870	220933	2021	6	INV P	122.19	031221	281510 P&R MOWER UNIT 2082
									167.59		
ACCOUNT TOTAL									167.59		
002300	639000					COMMUNICATION EQ. R&M					
002535	COMSOUTH			197109	220275	2021	6	INV P	75.00	031221	281529 GRNDS MAINT-RADIO R
002535	COMSOUTH			197110	220275	2021	6	INV P	37.50	031221	281529 GRNDS MAINT-RADIO R
									112.50		
ACCOUNT TOTAL									112.50		
002300	639600					SIGN PAINTING					
004205	SIGNS	FIRST		H-74676	203914	2021	6	INV P	2,460.00	031221	281658 PALMERS CROSSING PA
004316	SPEEDY PRINTING & SI			28662	220588	2021	6	INV P	270.00	031221	281671 P&R CAMERON SIGNS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL		2,730.00					
002300	643000					UNIFORM RENT						
002471	CINTAS CORPORATION # 4074960699	0	2021	6	INV	P	138.18	031221	281524	P&R REC MAINT UNIFO		
002471	CINTAS CORPORATION # 4075632516	0	2021	6	INV	P	125.18	031221	281524	P&R REC MAINT UNIFO		
002471	CINTAS CORPORATION # 4076268730	0	2021	6	INV	P	162.98	031221	281524	P&R REC MAINT UNIFO		
002471	CINTAS CORPORATION # 4077581049	0	2021	6	INV	P	20.49	031221	281524	P&R REC MAINT MAT R		
002471	CINTAS CORPORATION # 4077581326	0	2021	6	INV	P	123.36	031221	281524	P&R REC MAINT UNIFO		
							570.19					
					ACCOUNT TOTAL		570.19					
002300	644900					OTHER RENT						
002071	AIRGAS USA LLC (NORD 9977774210	0	2021	6	INV	P	36.70	031221	281488	P&R GRNDS CYLINDER		
002471	CINTAS CORPORATION # 4074960395	0	2021	6	INV	P	19.51	031221	281524	P&R REC MAINT MAT R		
002471	CINTAS CORPORATION # 4075632291	0	2021	6	INV	P	19.51	031221	281524	P&R REC MAINT MAT R		
002471	CINTAS CORPORATION # 4076268553	0	2021	6	INV	P	19.51	031221	281524	P&R REC MAINT MAT R		
							58.53					
004281	SOUTHERN ON SITE STO 74776	220756	2021	6	INV	P	640.00	031221	281667	P&R TATUM SOCCER PO		
047043	PORTABLE TOLIETS 74996	220932	2021	6	INV	P	360.00	031221	281637	P&R TWO QUOTE FOR R		
047043	PORTABLE TOLIETS 75021	220932	2021	6	INV	P	1,098.00	031221	281637	P&R TWO QUOTE FOR R		
							1,458.00					
					ACCOUNT TOTAL		2,193.23					
002300	687000					CUSTODIAL SERVICE						
002136	ANOINTED HANDS SERVI 6832	0	2021	6	INV	P	310.00	031221	281496	P&R REC MAINT JANIT		
					ACCOUNT TOTAL		310.00					
002300	699900					SERVICES NOT SPECIFIED						
002266	BLADE TRADE LLC 2041	220272	2021	6	INV	P	4,950.00	031221	281508	GRNDS MAINT-DOLEAC		
004609	WEBBS PAINT COMPANY 091385	220589	2021	6	INV	P	4,720.00	031221	281699	P&R TATUM SOCCER LA		
					ACCOUNT TOTAL		9,670.00					
					ORG 002300 TOTAL		56,019.52					
002315	PKS/REC-REC.ADMIN/COM.REL.											
002315	525000					GAS AND OIL						
001002	CITY OF HATTIESBURG REC 3/1/21	0	2021	6	INV	P	56.48	031221	281526	RECREATION FUEL USA		
					ACCOUNT TOTAL		56.48					

YEAR/PERIOD: 2021/6 TO 2021/6		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002315	551000			RECREATIONAL SUPPLIES					
004441	TITLE BOXING	000065052	203308	2021	6	INV P	877.03	031221	281681 HPR UNETTA ST BOXIN
ACCOUNT TOTAL							877.03		
002315	603400			OFFICIALS					
004416	TERRELL, WINSTON	2/23/31-3/04/21	0	2021	6	INV P	350.00	031221	281678 ADULT BASKETBALL CO
004432	THOMPSON, JESSE	03/03/2021	0	2021	6	INV P	75.00	031221	281679 ADULT BASKETBALL CO
004590	WASHINGTON, TYLER RO	2/23/21-2/25/21	0	2021	6	INV P	100.00	031221	281696 ADULT BASKETBALL CO
047237	SMITH MARCUS L	02/23/21-03/04/21	0	2021	6	INV P	350.00	031221	281659 ADULT BASKETBALL CO
ACCOUNT TOTAL							875.00		
002315	604900			OTHER PROFESSIONAL SERV.					
002540	CONNER, TOBARRA	02/23/21-03/04/21	0	2021	6	INV P	176.00	031221	281530 ADULT BASKETBALL CO
002965	GUTHRIE, JONI S	02/23/21 - 03/04/21	0	2021	6	INV P	180.00	031221	281565 PARKS AND RECREATIO
002965	GUTHRIE, JONI S	2/23/21-3/4/21	0	2021	6	INV P	180.00	031221	281565 PARKS AND RECREATIO
							360.00		
003313	KETTLEY, ANNETTE	02/23/21-03/04/21	0	2021	6	INV P	160.00	031221	281584 ADULT BASKETBALL CO
003508	MARTIN, MAGDALINE	02/25/21-03/04/21	0	2021	6	INV P	48.00	031221	281602 PARKS AND RECREATIO
003958	POWELL, RANDY	02/23/21-03/04/21	0	2021	6	INV P	300.00	031221	281638 ADULT BASKETBALL CO
004162	SHABAZZ, AMATULLAH	02/23/21-03/02/21	0	2021	6	INV P	48.00	031221	281653 PARKS AND RECREATIO
004564	WALCK, SUSAN A	02/22/21-03/01/21	0	2021	6	INV P	80.00	031221	281695 PARKS AND RECREATIO
ACCOUNT TOTAL							1,172.00		
002315	630000			GAS					
004321	SPIRE ENERGY	G2021-14	0	2021	6	INV P	148.28	031221	281673 GAS VARIOUS LOCATIO
ACCOUNT TOTAL							148.28		
002315	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV P	7,491.05	031221	281611 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-14	0	2021	6	INV P	1,076.01	031221	281611 MSPower VARIOUS LOC
							8,567.06		
ACCOUNT TOTAL							8,567.06		
ORG 002315 TOTAL							11,695.85		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 002	PARKS & RECREATION FUND		TOTAL:			67,715.37			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
009660	W&S O&M-CUSTOMER ACCT. DIV.										
009660	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG	WTR & SWR 3/1/21	0	2021	6	INV	P	730.05	031221	281526	W&S FUEL USAGE 2/1-
ACCOUNT TOTAL								730.05			
009660	545000	HAND TOOLS									
002442	CENTRAL PIPE SUPPLY	S100240896.001	220655	2021	6	INV	P	420.00	031221	281518	METER PARTS FOR WAT
002442	CENTRAL PIPE SUPPLY	S100244552.001	220092	2021	6	INV	P	30.19	031221	281518	BADGER METER TOOL
								450.19			
ACCOUNT TOTAL								450.19			
009660	570000	MTR VEHICLE REP. PTS/SPL									
002413	CARQUEST AUTO PARTS	14758-154842	220850	2021	6	INV	P	54.04	031221	281517	PARTS FOR UNIT 2141
ACCOUNT TOTAL								54.04			
009660	604900	OTHER PROFESSIONAL SERV.									
002665	DIXIE COMMUNITY UTIL	DIXIE INVOICE	0	2021	6	INV	P	417.00	031221	281539	DIXIE SEWER READS M
ACCOUNT TOTAL								417.00			
009660	638400	MOTOR VEHICLE EQ. R&M									
003861	PATTERSON AUTO ELECT	80950	220961	2021	6	INV	P	751.47	031221	281627	REPAIR TO UNIT 1870
ACCOUNT TOTAL								751.47			
009660	639400	DISINFECT./EXTERMINATION									
003040	HAVARD PEST CONTROL	L2021-7	0	2021	6	INV	P	46.00	031221	281569	PEST CONTROL VARIOU
ACCOUNT TOTAL								46.00			
009660	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4077213025	0	2021	6	INV	P	56.95	031221	281522	UNIFORMS WATER BILL
002471	CINTAS CORPORATION #	4077826360	0	2021	6	INV	P	56.95	031221	281522	UNIFORMS WATER BILL
								113.90			
ACCOUNT TOTAL								113.90			
009660	687000	CUSTODIAL SERVICE									
002037	AB SUPPORT SERVICES	010094	0	2021	6	INV	P	550.00	031221	281483	WATER BILLING
ACCOUNT TOTAL								550.00			
ORG 009660 TOTAL								3,112.65			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
009672					W&S O&M-WATER TRANSMISSION DIV						
009672	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	WTR & SWR 3/1/21		0	2021	6	INV P	3,247.20	031221	281526	W&S FUEL USAGE 2/1-
					ACCOUNT TOTAL			3,247.20			
009672	545000				HAND TOOLS						
002472	CINTAS FIRST AID J71	5041446431		0	2021	6	INV P	663.60	031221	281525	SAFETY VEST & GATOR
					ACCOUNT TOTAL			663.60			
009672	546000				MINOR EQUIPMENT						
003987	PUCKETT RENTS	812374-0001		220836	2021	6	INV P	318.50	031221	281641	CHOPSAW BLADES FOR
					ACCOUNT TOTAL			318.50			
009672	561000				PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100237837.001		220362	2021	6	INV P	8,565.00	031221	281518	BADGER METERS FOR W
002442	CENTRAL PIPE SUPPLY	S100242603.001		220126	2021	6	INV P	4,380.60	031221	281518	FORD RESETTERS FOR
								12,945.60			
002559	CORE & MAIN (HD SUPP	N701213		220482	2021	6	INV P	1,605.66	031221	281531	PLUMBING SUPPLINGS/
002559	CORE & MAIN (HD SUPP	N715731		220482	2021	6	INV P	653.22	031221	281531	PLUMBING SUPPLINGS/
002559	CORE & MAIN (HD SUPP	N732792		220482	2021	6	INV P	701.76	031221	281531	PLUMBING SUPPLINGS/
								2,960.64			
					ACCOUNT TOTAL			15,906.24			
009672	570000				MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	23309		204247	2021	6	INV P	179.95	031221	281501	BATTERY FOR UNIT #2
002413	CARQUEST AUTO PARTS	14758-155226		220964	2021	6	INV P	25.38	031221	281517	REPAIR PARTS FOR #
003861	PATTERSON AUTO ELECT	80917		220733	2021	6	INV P	121.19	031221	281627	REPAIRS TO UNIT # 1
					ACCOUNT TOTAL			326.52			
009672	636000				STREETS & STRUCTURES R&M						
003649	MORGAN, C J INC	2021009		0	2021	6	INV P	225,389.61	031221	281609	MB2020-179:ITEM20-W
					ACCOUNT TOTAL			225,389.61			
009672	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4077826788		0	2021	6	INV P	189.78	031221	281524	SC#8200044758 -- UN
					ACCOUNT TOTAL			189.78			
					ORG 009672 TOTAL			246,041.45			

YEAR/PERIOD: 2021/6 TO 2021/6																			
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION						
009673						W&S O&M-WATER PLANT DIVISION													
009673 513000						CHEMICALS													
002094	ALLIED	UNIVERSAL	COR	I1688517		220821	2021	6	INV	P	976.00	031221	281493	CHLORINE	FOR	WATERT			
002094	ALLIED	UNIVERSAL	COR	I1688518		220821	2021	6	INV	P	732.00	031221	281493	CHLORINE	FOR	WATERT			
002094	ALLIED	UNIVERSAL	COR	I1688519		220821	2021	6	INV	P	976.00	031221	281493	CHLORINE	FOR	WATERT			
											2,684.00								
ACCOUNT TOTAL											2,684.00								
009673 525000						GAS AND OIL													
001002	CITY OF	HATTIESBURG	WTR & SWR	3/1/21		0	2021	6	INV	P	454.91	031221	281526	W&S	FUEL	USAGE 2/1-			
ACCOUNT TOTAL											454.91								
009673 525700						DIESEL FUEL													
001002	CITY OF	HATTIESBURG	WTR & SWR	3/1/21		0	2021	6	INV	P	848.92	031221	281526	W&S	FUEL	USAGE 2/1-			
ACCOUNT TOTAL											848.92								
009673 546000						MINOR EQUIPMENT													
004017	REGIONS	CARDHOLDER	S	1346 - 02-28-21		0	2021	6	INV	P	44.29	031221	281643	1346 - 02-28-21	CRE				
ACCOUNT TOTAL											44.29								
009673 630000						GAS													
004321	SPIRE	ENERGY		G2021-14		0	2021	6	INV	P	37.39	031221	281673	GAS	VARIOUS	LOCATIO			
ACCOUNT TOTAL											37.39								
009673 630500						ELECTRICITY													
003700	MS	POWER	COMPANY	E2021-13		0	2021	6	INV	P	4,472.14	031221	281611	MS	POWER	VARIOUS DE			
003700	MS	POWER	COMPANY	E2021-14		0	2021	6	INV	P	19,116.20	031221	281611	MSPOWER	VARIOUS	LOC			
											23,588.34								
003873	PEARL	RIVER	VALLEY	E 2021-14		0	2021	6	INV	P	122.64	031221	281628	PRVELECTRIC	VARIOUS				
003873	PEARL	RIVER	VALLEY	E 2021-14-A		0	2021	6	INV	P	4,916.56	031221	281628	PRVE	VARIOUS	LOCATI			
											5,039.20								
ACCOUNT TOTAL											28,627.54								
009673 638200						MINOR EQUIPMENT R&M													
003987	PUCKETT	RENTS		807745		220603	2021	6	INV	P	241.06	031221	281641	TRASH	PUMP	REPAIR F			
ACCOUNT TOTAL											241.06								
009673 638400						MOTOR VEHICLE EQ. R&M													
003861	PATTERSON	AUTO	ELECT	80917		220733	2021	6	INV	P	612.00	031221	281627	REPAIRS	TO	UNIT # 1			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				612.00		
009673	643000	UNIFORM RENT									
002471	CINTAS CORPORATION # 4077213311	0	2021	6	INV	P	189.78	031221	281523	SC#8200044758--UNIF	
					ACCOUNT TOTAL				189.78		
009673	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION # 4077213069	0	2021	6	INV	P	22.72	031221	281523	SC#8200044758--MOPS	
002471	CINTAS CORPORATION # 4077826445	0	2021	6	INV	P	22.72	031221	281524	SC#820044758--MOPS	
					45.44						
					ACCOUNT TOTAL				45.44		
009673	687000	CUSTODIAL SERVICE									
002136	ANOINTED HANDS SERVI 6855	0	2021	6	INV	P	488.00	031221	281496	MAR.2021 JANITORIAL	
					ACCOUNT TOTAL				488.00		
009673	729500	OTHER IMPROVEMENTS									
002559	CORE & MAIN (HD SUPP N702484	220488	2021	6	INV	P	49,875.00	031221	281531	TWO QUOTE-- SAMPLIN	
					ACCOUNT TOTAL				49,875.00		
					ORG 009673 TOTAL				84,148.33		
009676	W&S O&M-SEWER DIVISION										
009676	525000	GAS AND OIL									
001002	CITY OF HATTIESBURG WTR & SWR 3/1/21	0	2021	6	INV	P	417.56	031221	281526	W&S FUEL USAGE 2/1-	
					ACCOUNT TOTAL				417.56		
009676	525700	DIESEL FUEL									
001002	CITY OF HATTIESBURG WTR & SWR 3/1/21	0	2021	6	INV	P	423.07	031221	281526	W&S FUEL USAGE 2/1-	
					ACCOUNT TOTAL				423.07		
009676	545000	HAND TOOLS									
002472	CINTAS FIRST AID J71 5045225026	0	2021	6	INV	P	341.90	031221	281525	NITRILE GLOVES FOR	
					ACCOUNT TOTAL				341.90		
009676	546000	MINOR EQUIPMENT									
003037	HATTIESBURG PAINT & W0230299	220291	2021	6	INV	P	850.00	031221	281568	PRESSURE WASHER FOR	
					ACCOUNT TOTAL				850.00		
009676	561000	PLUMBING SUPPLIES									
002559	CORE & MAIN (HD SUPP N700001	220200	2021	6	INV	P	45.60	031221	281531	WAREHOUSE STOCK FOR	
002559	CORE & MAIN (HD SUPP N700015	220200	2021	6	INV	P	172.80	031221	281531	WAREHOUSE STOCK FOR	
002559	CORE & MAIN (HD SUPP N731208	220604	2021	6	INV	P	396.96	031221	281531	WAREHOUSE STOCK FOR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
									615.36			
ACCOUNT TOTAL									615.36			
009676	570000				MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	24073	220735	2021	6	INV	P	166.95	031221	281501	BATTERY FOR UNIT #	
002413	CARQUEST AUTO PARTS	14758-154882	220732	2021	6	INV	P	34.56	031221	281517	REPAIR PARTS FOR #	
002413	CARQUEST AUTO PARTS	14758-155037	220924	2021	6	INV	P	33.04	031221	281517	REPAIR PARTS FOR #	
									67.60			
ACCOUNT TOTAL									234.55			
009676	630500				ELECTRICITY							
003700	MS POWER COMPANY	E2021-13	0	2021	6	INV	P	3,373.18	031221	281611	MS POWER VARIOUS DE	
003700	MS POWER COMPANY	E2021-14	0	2021	6	INV	P	1,201.45	031221	281611	MSPOWER VARIOUS LOC	
									4,574.63			
004282	SOUTHERN PINE ELECTR	E2021-10 3/3/21	0	2021	6	INV	P	895.89	031221	281668	SO PINE ELECTRIC VA	
ACCOUNT TOTAL									5,470.52			
009676	636000				STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT	2326	0	2021	6	INV	P	13,879.50	031221	281649	MB2020-179: SEWER R	
004058	RJM MCQUEEN CONTRACT	2367	0	2021	6	INV	P	8,790.00	031221	281649	MB2020-179: SEWER R	
004058	RJM MCQUEEN CONTRACT	2369	0	2021	6	INV	P	14,357.00	031221	281649	MB2020-179:SEWER RE	
									37,026.50			
ACCOUNT TOTAL									37,026.50			
ORG 009676 TOTAL									45,379.46			
009677				W&S O&M-SEWER LAGOON DIV. CHEMICALS								
009677	513000											
002094	ALLIED UNIVERSAL COR	I1681987	220257	2021	6	INV	P	1,174.30	031221	281493	CHLORINE & SULFUR D	
002094	ALLIED UNIVERSAL COR	I1681988	220257	2021	6	INV	P	5,138.60	031221	281493	CHLORINE & SULFUR D	
002094	ALLIED UNIVERSAL COR	I1681989	220257	2021	6	INV	P	587.15	031221	281493	CHLORINE & SULFUR D	
									6,900.05			
ACCOUNT TOTAL									6,900.05			
009677	525000				GAS AND OIL							
001002	CITY OF HATTIESBURG	WTR & SWR 3/1/21	0	2021	6	INV	P	168.49	031221	281526	W&S FUEL USAGE 2/1-	
ACCOUNT TOTAL									168.49			
009677	525700				DIESEL FUEL							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001002	CITY OF HATTIESBURG	WTR & SWR 3/1/21		0	2021	6	INV P	195.38	031221	281526 W&S FUEL USAGE 2/1-
ACCOUNT TOTAL								195.38		
009677	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2021-13		0	2021	6	INV P	321.50	031221	281611 MS POWER VARIOUS DE
003700	MS POWER COMPANY	E2021-14		0	2021	6	INV P	13,052.79	031221	281611 MSPOWER VARIOUS LOC
								13,374.29		
003873	PEARL RIVER VALLEY E	2021-13-A		0	2021	6	INV P	260.83	031221	281628 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	2021-14		0	2021	6	INV P	828.37	031221	281628 PRVELECTRIC VARIOUS
003873	PEARL RIVER VALLEY E	2021-14-A		0	2021	6	INV P	2,447.53	031221	281628 PRVE VARIOUS LOCATI
003873	PEARL RIVER VALLEY E	PRVEPA 2021-13		0	2021	6	INV P	464.54	031221	281628 PRVE VARIOUS DEPTS
								4,001.27		
ACCOUNT TOTAL								17,375.56		
009677	639400	DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	L2021-7		0	2021	6	INV P	40.00	031221	281569 PEST CONTROL VARIOU
ACCOUNT TOTAL								40.00		
ORG 009677 TOTAL								24,679.48		
FUND 009 WATER & SEWER OPERATION/MAINT.					TOTAL:			403,361.37		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
011000		WATER & SEWER		BALANCE SHEET							
011000	114000			METER SECURITY DEPOSITS							
047239	LULA CHANEY	WTR REFUNDS	0	2021	6	INV	P	12.00	031221	281520	REFUND WTR METER &
ACCOUNT TOTAL								12.00			
011000		115000		COLLECTION FEES							
002058	ADELA INC (FORMERL 040201490000	2/21	0	2021	6	INV	P	530.28	031221	281485	WATER COLLECTION FE
ACCOUNT TOTAL								530.28			
ORG 011000 TOTAL								542.28			
011660		WATER & SEWER-CUST.ACCT.DIV.									
011660	6835WT	WATER RELATED REFUND									
047239	LULA CHANEY	WTR REFUNDS	0	2021	6	INV	P	804.66	031221	281520	REFUND WTR METER &
ACCOUNT TOTAL								804.66			
ORG 011660 TOTAL								804.66			
FUND 011		WATER & SEWER FUND		TOTAL:		1,346.94					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
019100			POL.FORFEITURES-POLICE DIV.							
019100 559200			OTHER OPER.MATLS-D.A.R.E.							
002764	EVIDENT INC	156493A	198215	2021	6	INV P	674.60	031221	281549	CRIME SCENE SUPPLIE
002764	EVIDENT INC	1749558	204065	2021	6	INV P	979.76	031221	281549	SUPPLIES FOR CRIME
002764	EVIDENT INC	174955C	204065	2021	6	INV P	16.64	031221	281549	SUPPLIES FOR CRIME
							1,671.00			
ACCOUNT TOTAL							1,671.00			
ORG 019100				TOTAL		1,671.00				
FUND 019			POLICE FORFEITURES FUND			TOTAL:		1,671.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
				AIRPORT IMPR.-AIRPORT DIV					
039551	729502			AIRPORT IMP-FAA					
002843	FORD ENGINEERING SER 210205B	0	2021	6	INV	P	28,830.08	031221	281553 MB 2021-31 AIRPORT
ACCOUNT TOTAL							28,830.08		
ORG 039551 TOTAL							28,830.08		
FUND 039 AIRPORT IMPROVEMENT FUND							TOTAL:	28,830.08	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201											
072201	601500										
003764	NEEL-SCHAFFER INC	1069652	0	2021	6	INV	P		1,597.88	031221	281618 MB 2011-4/307 DOWNT
003764	NEEL-SCHAFFER INC	1069684	0	2021	6	INV	P		618.45	031221	281618 MB 2011-4/307 SAENG
003764	NEEL-SCHAFFER INC	1069695	0	2021	6	INV	P		1,575.05	031221	281618 MB 2009-6/113
003764	NEEL-SCHAFFER INC	1069697	0	2021	6	INV	P		7,101.36	031221	281618 MB 2011-4/307 QUINN
									10,892.74		
004197	SHOWS DEARMAN & WAIT	21889	0	2021	6	INV	P		747.50	031221	281656 MB #2012-1/34 - FEM
									ACCOUNT TOTAL		11,640.24
072201	721005										
004058	RJM MCQUEEN CONTRACT	2358	220081	2021	6	INV	P		25,500.00	031221	281649 FEMA EROSION REPAIR
									ACCOUNT TOTAL		25,500.00
072201	723025										
004197	SHOWS DEARMAN & WAIT	21925	0	2021	6	INV	P		4,385.00	031221	281656 MB #2013-1/48 - COU
									ACCOUNT TOTAL		4,385.00
072201	723043										
004197	SHOWS DEARMAN & WAIT	21902	0	2021	6	INV	P		340.00	031221	281656 MB #2018-41 - RECON
									ACCOUNT TOTAL		340.00
072201	723083										
003764	NEEL-SCHAFFER INC	1069694	0	2021	6	INV	P		509.48	031221	281618 MB 2011-4/307 HARDY
									ACCOUNT TOTAL		509.48
									ORG 072201 TOTAL		42,374.72
	FUND 072 MUNICIPAL ROAD & BRIDGE								TOTAL:		42,374.72

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	MASS TRNS	3/1/21	0	2021	6	INV	P	431.91	031221	281526 MASS TRANSIT FUEL U
				ACCOUNT TOTAL					431.91		
073570	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	MASS TRNS	3/1/21	0	2021	6	INV	P	6,142.46	031221	281526 MASS TRANSIT FUEL U
003918	PINE BELT OIL COMPAN	1214234		0	2021	6	INV	P	37.75	031221	281632 HUB CITY TRANSIT-DI
				ACCOUNT TOTAL					6,180.21		
073570	571001			REPAIR PARTS - FIXED ROUTE							
002413	CARQUEST AUTO PARTS	14758153487		220360	2021	6	INV	P	279.98	031221	281517 HUB CITY TRANSIT -B
				ACCOUNT TOTAL					279.98		
073570	571002			REPAIR PARTS - PARATRANSIT							
002413	CARQUEST AUTO PARTS	14758153487		220360	2021	6	INV	P	374.97	031221	281517 HUB CITY TRANSIT -B
				ACCOUNT TOTAL					374.97		
073570	609900			OTHER COMMUNICATION EXP.							
002713	ECOLANE USA INC	CINV-006334		0	2021	6	INV	P	8,675.00	031221	281541 HCT-ANNUAL MAINT FO
				ACCOUNT TOTAL					8,675.00		
073570	639900			OTHER REPAIRS AND MAINT.							
002083	ALLBRITTON CHAIN SAW	80727		220357	2021	6	INV	P	439.99	031221	281491 HUB CITY TRANSIT -S
				ACCOUNT TOTAL					439.99		
073570	686800			JARC-OPERATIONS							
002956	GROVE TRANSIT	JARC1/31/21-2/13/21	0	0	2021	6	INV	P	4,016.50	031221	281563 JARC 1/31-2/13/21 M
				ACCOUNT TOTAL					4,016.50		
073570	687000			CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	010094		0	2021	6	INV	P	300.00	031221	281483 MASS TRANSIT
				ACCOUNT TOTAL					300.00		
				ORG 073570			TOTAL		20,698.56		
FUND 073 MASS TRANSIT FUND									TOTAL:	20,698.56	

YEAR/PERIOD: 2021/6		TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695								W&S CONSTR.-CAPITAL PROJECTS					
075695		601500						ENGINEERING					
004197	SHOWS	DEARMAN	& WAIT	21897		0	2021	6	INV	P	7,347.50	031221	281656 MB 2012-1/34-SEWER
004197	SHOWS	DEARMAN	& WAIT	21901		0	2021	6	INV	P	2,800.00	031221	281656 MB 2017-81 - WATER
004197	SHOWS	DEARMAN	& WAIT	21905		0	2021	6	INV	P	4,335.00	031221	281656 MB 2012-1/34 - EPA
004197	SHOWS	DEARMAN	& WAIT	21908		0	2021	6	INV	P	8,200.00	031221	281656 MB 2018-288-289 - I
004197	SHOWS	DEARMAN	& WAIT	21911		0	2021	6	INV	P	1,662.50	031221	281656 MB 2020-137-138 - I
004197	SHOWS	DEARMAN	& WAIT	21912		0	2021	6	INV	P	8,448.00	031221	281656 MB 2020-258 - UPDT
004197	SHOWS	DEARMAN	& WAIT	21913		0	2021	6	INV	P	3,292.65	031221	281657 MB FILE #2021-91 -
004197	SHOWS	DEARMAN	& WAIT	21914		0	2021	6	INV	P	737.50	031221	281656 MB 2012-1/34 - LOC
004197	SHOWS	DEARMAN	& WAIT	21915		0	2021	6	INV	P	3,052.50	031221	281656 MB 2012-1/34 - GEN
004197	SHOWS	DEARMAN	& WAIT	21917		0	2021	6	INV	P	9,007.50	031221	281656 MB 2012-1/34 - EMER
											48,883.15		
ACCOUNT TOTAL											48,883.15		
075695		722002					LONGLEAF HEIGHTS NORTH						
004197	SHOWS	DEARMAN	& WAIT	21910		0	2021	6	INV	P	2,897.50	031221	281656 MB 2019-237 - LONGL
ACCOUNT TOTAL											2,897.50		
075695		724529					EAST JERUSALEM AREA						
004197	SHOWS	DEARMAN	& WAIT	21909		0	2021	6	INV	P	22,257.50	031221	281656 MB 2019-88 - E JERU
ACCOUNT TOTAL											22,257.50		
ORG 075695 TOTAL											74,038.15		
FUND 075		WATER&SEWER CONSTRUCTION FUND				TOTAL:		74,038.15					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESAL	INC	446796	220750	2021	6	INV	P	138.36	031221	281544 P&R JANITORIAL SUPP
003772	NEWELL PAPER COMPANY		4101240	220167	2021	6	INV	P	20.00	031221	281619 JANITORIAL SUPPLIES
003772	NEWELL PAPER COMPANY		4101766	220512	2021	6	INV	P	359.16	031221	281619 JANITORIAL SUPPLIES
									379.16		
				ACCOUNT TOTAL					517.52		
077650	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	COM	CTRS 3/1/21	0	2021	6	INV	P	187.68	031221	281526 FUEL USAGE COMMUNIT
				ACCOUNT TOTAL					187.68		
077650	604900			OTHER PROFESSIONAL SERV.							
004401	TAYLOR RENTAL CENTER		01-321075-02	0	2021	6	INV	P	1,254.00	031221	281677 ADMIN - COVID TEST
				ACCOUNT TOTAL					1,254.00		
077650	630000			GAS							
004321	SPIRE ENERGY		G2021-14	0	2021	6	INV	P	2,425.36	031221	281673 GAS VARIOUS LOCATIO
				ACCOUNT TOTAL					2,425.36		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY		E2021-13	0	2021	6	INV	P	2,328.20	031221	281611 MS POWER VARIOUS DE
003700	MS POWER COMPANY		E2021-14	0	2021	6	INV	P	2,219.43	031221	281611 MSPower VARIOUS LOC
									4,547.63		
				ACCOUNT TOTAL					4,547.63		
077650	638000			FIXED EQUIPMENT R&M							
002905	GILLILANDS ELECTRONI		4467	220564	2021	6	INV	P	1,200.00	031221	281561 INSTALL WIRELESS IN
				ACCOUNT TOTAL					1,200.00		
077650	639900			OTHER REPAIRS AND MAINT.							
003707	MS STATE/DEPT OF HEA		21-127408	0	2021	6	INV	P	30.00	031221	281614 BOILER INSPECTION-C
				ACCOUNT TOTAL					30.00		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #		4074559762	0	2021	6	INV	P	121.60	031221	281523 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #		4075203675	0	2021	6	INV	P	121.60	031221	281523 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #		4075857304	0	2021	6	INV	P	121.60	031221	281523 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #		4076849078	0	2021	6	INV	P	121.60	031221	281524 UNIFORM RENTAL FOR
									486.40		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ACCOUNT TOTAL				486.40			
		ORG 077650 TOTAL				10,648.59			
FUND 077 COMMUNITY CENTERS' FUND		TOTAL:				10,648.59			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
082285 CDBG-ENTITLEMENTS													
082285 505000 SUBSCRIPTIONS,MAGS,MAPS													
004017	REGIONS	CARDHOLDER S	4670 - 02-28-21	0	2021 6	INV P	205.44	031221	281643	46	-02/28-21	CREDIT	
ACCOUNT TOTAL							205.44						
082285 525000 GAS AND OIL													
001002	CITY OF HATTIESBURG	CDBG	3/1/21	0	2021 6	INV P	161.44	031221	281526	CDBG	FUEL USAGE	2/1	
ACCOUNT TOTAL							161.44						
082285 641000 OFFICE EQUIPMENT RENT													
004057	RJ YOUNG COMPANY	INV	4095829	0	2021 6	INV P	187.00	031221	281648	COPIER	FEE	1/28-2/2	
ACCOUNT TOTAL							187.00						
ORG 082285 TOTAL							553.88						
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT							TOTAL:	553.88					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300	729504			SULLIVAN PARK SPLASH PA							
003764	NEEL-SCHAFFER INC	1069685		0	2021	6	INV	P	1,849.48	031221	281618 MB 2011-4/307 SULLI
004205	SIGNS FIRST	H-75070		220178	2021	6	INV	P	56.04	031221	281658 SIGN FOR SULLIVAN P
				ACCOUNT TOTAL					1,905.52		
086300	729506			HBURG AMERICAN ARTS CENTER							
003385	LANDRY LEWIS GERMANY CN	20-3788-002		0	2021	6	INV	P	81.32	031221	281589 MB 2020-7 HBURG AME
				ACCOUNT TOTAL					81.32		
086300	729513			DUNCAN LAKE ARCHWAY							
003764	NEEL-SCHAFFER INC	1069656		0	2021	6	INV	P	1,127.98	031221	281618 MB 2011-4/307 ALCOR
				ACCOUNT TOTAL					1,127.98		
086300	729518			DAHMER PARK							
002901	GILKEY ELECTRIC SUPP	335614		220799	2021	6	INV	P	1,253.34	031221	281560 DAHMER PARK BATTING
				ACCOUNT TOTAL					1,253.34		
086300	729542			DUNCAN LAKE TRAIL EXTE							
003242	JEFCOAT FENCE OF HAT	0022797		220251	2021	6	INV	P	3,662.00	031221	281578 DUNCAN LAKE TRAIL R
003764	NEEL-SCHAFFER INC	1069653		0	2021	6	INV	P	456.41	031221	281618 MB 2011-4/307 DUNCA
004058	RJM MCQUEEN CONTRACT DLT	BASE NO. 3		0	2021	6	INV	P	7,673.28	031221	281649 MB 2020-120 DUNCAN
				ACCOUNT TOTAL					11,791.69		
086300	729544			TATUM PARK LIGHTS-FIELDS	13/15						
003764	NEEL-SCHAFFER INC	1069696		0	2021	6	INV	P	13,343.55	031221	281618 MB 2011-4/307 TATUM
				ACCOUNT TOTAL					13,343.55		
				ORG 086300	TOTAL				29,503.40		
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV									TOTAL:	29,503.40	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603											
088603	710022										
002077	ALBERT & MCCLESKEY A 49				0	2021	6	INV P	32,537.29	031221	281490 MB 2018-295 PUBLIC
002996	HANCO CORP	PSC NO. 24			0	2021	6	INV P	957,461.83	031221	281566 MB 2019-45 PUBLIC S
004197	SHOWS DEARMAN & WAIT	21916			0	2021	6	INV P	6,785.00	031221	281657 MB 2012-1/34 SITE P
									ACCOUNT TOTAL		996,784.12
088603	729501										
003764	NEEL-SCHAFFER INC	1069664			0	2021	6	INV P	3,253.80	031221	281618 MB 2019-115 CRISI G
003764	NEEL-SCHAFFER INC	1069690			0	2021	6	INV P	11,645.06	031221	281618 MB 2019-115 HALL AV
									14,898.86		
									ACCOUNT TOTAL		14,898.86
									ORG 088603	TOTAL	1,011,682.98
									FUND 088	PUBLIC SAFETY/REC CONSTRUCTION	TOTAL: 1,011,682.98

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6															
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION	
095635				2019 FIRE STATION CONSTRUCTION											
095635 744000				DUMP TRUCKS											
003744		NAFECO-NORTH AMERICA		1074799	220430	2021	6	INV	P	1,943.00	031221	281615	HFD-NEW TRUCK	EQ-ST	
003744		NAFECO-NORTH AMERICA		1074971	220435	2021	6	INV	P	1,488.58	031221	281615	HFD-NEW TRUCK	EQ-ST	
										3,431.58					
ACCOUNT TOTAL										3,431.58					
ORG 095635 TOTAL										3,431.58					
FUND 095 GENERAL FUND-G/G INS.OTH SER										TOTAL:		3,431.58			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/6 TO 2021/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
097201				INFRA IMPROVE-INTRNT SALES TAX							
097201				DUMP TRUCKS							
004467	TRUCKWORX-JACKSON	05JA13895	220701	2021	6	INV	P	92,000.00	031221	281687	STREETS - DUMP TRUC
ACCOUNT TOTAL								92,000.00			
ORG 097201 TOTAL								92,000.00			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:								92,000.00			

** END OF REPORT - Generated by Theresa McCombs **

FUND	DUE TO	DUE FR
001 General Fund		616,441.59
002 PARKS & RECREATION FUND		68,280.57
009 WATER & SEWER OPERATION/MAINT.		457,722.45
011 WATER & SEWER FUND		2,671.12
019 POLICE FORFEITURES FUND		1,671.00
039 AIRPORT IMPROVEMENT FUND		28,830.08
072 MUNICIPAL ROAD & BRIDGE		42,374.72
073 MASS TRANSIT FUND		20,698.56
075 WATER&SEWER CONSTRUCTION FUND		74,038.15
077 COMMUNITY CENTERS' FUND		10,648.59
082 COMMUNITY DEVELOP. BLOCK GRANT		553.88
086 SPEC SALES TAX-P&R/UNIV IMPROV		29,503.40
088 PUBLIC SAFETY/REC CONSTRUCTION		1,011,682.98
095 2019 FIRE STATION CONSTRUCTION		3,431.58
097 INFRA IMPROVE-INTRNT SALES TAX		92,000.00
801 CLAIMS FUND		
	2,460,548.67	

TOTAL	2,460,548.67	2,460,548.67