

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, June 6, 2017

10:00 AM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes for the May 1, 2, 10, 15 and 16, 2017, City Council meetings.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.1. 2017-463** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

ADOPT RESO MEMO 06/06/17

1. 603 Katie Ave. RESO
2. 611 Katie Ave. RESO
3. 612 Katie Ave. RESO
4. 809 Arnold St. RESO
5. 816 Dabbs St. RESO
6. 1001 Dabbs St. RESO
7. 110 Harrell St. RESO
8. 111 Harrell St. RESO
9. 904 Tuscan Ave. RESO
10. 508 Breland St. RESO
11. 116 Oak St. RESO
12. 733 Longstreet Dr. RESO
13. 720 E. 7th St. RESO
14. 1408 E. Laurel Ave. RESO
15. 1503 Gravel St. RESO
16. 108 Golf Course Rd. RESO
17. 1236 Beverly Hills Rd. RESO

- VI.2. 2017-422** Adopt a Resolution removing Patrina Harper as petty cash fund custodian for the Hattiesburg Police Department and appointing Destiny McGinty as petty cash custodian effective May 30, 2017; authorize issuance of manual check
1. Petty Cash Custodian
 2. Bond Documents
- VI.3. 2017-476** Designate the Camp Shelby Centennial Salute Thursday, July 15, 2017, as an opportunity for publicity that will advance the interests of the City of Hattiesburg, in accordance with Section 17-3-3 of the Mississippi Code of 1972, annotated; authorize expenditure of \$5,000 for Platinum Centennial sponsorship.
1. Camp Shelby Centennial Salute Sponsorship Flyer
- VI.4. 2017-455** Acknowledge receipt of deed and accept donation from Lake Forgetful Properties, LLC, of a parcel of land in Lamar County as described in Exhibit "A" (attached) ; Authorize Mayor to execute agreement with Lake Forgetful Properties, LLC, for the Lake Forgetful Road Project Expansion.
1. Deed of Dedication
 2. Exhibit A
 3. Agreement
- VI.5. 2017-465** Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Global Security Co., to provide security services at various Parks and Recreation programs and events.
1. Global Security Contract
 2. Global Security-Insurance
 3. Global Security W-9
 4. Global Security-HPD Permits
 5. Global Security Sec State Info

- VI.6. 2017-456** Approve and authorize Mayor to execute agreement with Wendelta Property Holdings, LLC in the amount of \$80,000.00 and Acknowledge receipt of deed from Wendelta Property Holdings, LLC, of a parcel of land in Lamar County as described in Deed (attached) for the Lake Forgetful Road Project Expansion.
1. Warranty Deed
 2. Partial Release and Subordination of Deed
 3. Agreement
- VI.7. 2017-451** Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wanda Watts of 507 Miller Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}
1. Housing Repair Grant Award - 507 Miller Street
- VI.8. 2017-474** Approve Supplemental Agreement No. 1 with C.B. Developers, Inc. for the COMSWIP Water Improvements Phase IV - Miscellaneous Connections increasing the contract amount \$4,883.00; Authorize Mayor to execute in quadruplicate.
1. Supp No 1 COMSWIP Water IV
- VI.9. 2017-475** Approve Supplemental Agreement No. 1 with Thompson Brothers Drilling, Inc. (contractor), and SureTec Insurance Company (surety) for the Wesley WTP Well contract, increasing the contract amount \$12,950.00; Authorize Mayor to execute in quadruplicate.
1. Supp No 1 Wesley WTP Well
- VI.10. 2017-452** Approve Amendment to the Emergency Repair agreement with Habitat for Humanity (found at MB 2015-360) to extend the term of the agreement to August 31, 2017, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement, and Authorize the Mayor to execute agreement in triplicate for same. {Entitlement CDBG}
1. Letter from Habitat for Humanity requesting an Extension
 2. Amended Agreement for Emergency Repair Program with Habitat for Humanity.

- VI.11. 2017-477** Adopt a resolution authorizing the application, acceptance and execution of a certain loan agreement with the Economic Development Administration committing \$875,500 or 50 percent in matching dollars to the final cost of an economic development project in the City of Hattiesburg.

1. RES - EDA Award Agreement

- VI.12. 2017-478** Approve Monday, July 3, 2017, as an additional Independence Day holiday, as proclaimed by the Governor of the State of Mississippi.

1. July 3, 2017 Holiday, Governor's Proclamation

VII. ROUTINE AGENDA

- VII.1. 2017-467** Acknowledge receipt and accept term bids for Water Dept. opened on February 9, 2017 for Item #11 Chlorine Gas and Item #12 Sodium Fluorasilicate and Sodium Fluoride per the recommendation in the attached memo.

1. Specs for Term Bid Items #11 & #12
2. Item 11 - Chlorine Gas-DPC Enterprises
3. Item #12-Sod Fluorasilicate & Sod Flouride-Industrial Chemical
4. Memo-Water Dept Term Bids Recommendations

- VII.2. 2017-472** Approve specifications and authorize advertisement for bids for the Gordon's Creek repair project between Hardy Street & Camp Street.

1. Gordon's Creek project-Maps
2. Gordon's Creek Repair-Specs and Contract

- VII.3. 2017-449** Approve the sale of grave spaces, per attached memo.

1. Memos May 10-23, 2017
2. Deeds (06-06-2017)
3. Grave Receipts-6-6-17

- VII.4. 2017-447** Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

1. Memorandum for CDBG Payment for Breakthrough Community Services #2 and #3

- VII.5. 2017-453** Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}
1. Memorandum for CDBG Payments
 2. State of Mississippi Certificate of Licensure for Lemanuel A Barnett
 3. Memorandum from Councilman Kim Bradley to Director La'Keylah White re Payment of CDBG Claim to Barnett Concrete Work (5-2-17 Agenda
 4. Mark Jordan's Response to Councilman Kim Bradley's Inquiry re Barnett Concrete Work, LLC
- VII.6. 2017-448** Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}
1. Manual Check for Hollimon Construction - 106 Ruby Avenue
- VII.7. 2017-450** Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}
1. Manual Check for Hollimon Construction - 401 Milton Barnes Avenue
- VII.8. 2017-470** Approve claims docket for the period ending May 31,2017.
1. claims docket 5-31-17



City of Hattiesburg, MS

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

FILE NUMBER: 2017-463

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt Resolutions condemning the following proper

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

Type: Resolution

Drafter: Akwete
Muhammad

In Control: City Council

Reference: Mark Jordan

Attachments: ADOPT RESO MEMO 06/06/17, 1. 603 Katie Ave. RESO, 2. 611 Katie Ave. RESO, 3. 612 Katie Ave. RESO, 4. 809 Arnold St. RESO, 5. 816 Dabbs St. RESO, 6. 1001 Dabbs St. RESO, 7. 110 Harrell St. RESO, 8. 111 Harrell St. RESO, 9. 904 Tuscan Ave. RESO, 10. 508 Breland St. RESO, 11. 116 Oak St. RESO, 12. 733 Longstreet Dr. RESO, 13. 720 E. 7th St. RESO, 14. 1408 E. Laurel Ave. RESO, 15. 1503 Gravel St. RESO, 16. 108 Golf Course Rd. RESO, 17. 1236 Beverly Hills Rd. RESO

File Created: 05/30/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Mary Dryden

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: June 6th, 2017

RE: Adopt Resolution

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 603 Katie Ave.	18476	2	ES,VS,OGL,DS,T&L X's 3
2. 611 Katie Ave.	18470	2	ES,VS,OGL,PT
3. 612 Katie Ave.	24090	2	ES,VS,OGL
4. 809 Arnold St.	23821	2	DS,VS,T&L,DM
5. 816 Dabbs St.	23803	2	DS,VS,DM
6. 1001 Dabbs St.	13934	2	DS,VS,OGL,DM
7. 110 Harrell St.	13352	5	DS,VS,OGL,DM
8. 111 Harrell St.	21304	5	DS,VS,OGL,DM
9. 904 Tuscan Ave.	26860	2	DS,VS,DM
10. 508 Breland St.	23587	5	DS,VS,OGL
11. 116 Oak St.	20267	2	DS,T&L,VS,OGL,DM
12. 733 Longstreet Dr.	19951	2	T&L,OGL
13. 720 E. 7th St.	17482	2	DS,T&L,VS,OGL,DM
14. 1408 E. Laurel Ave.	18372	2	OGL
15. 1503 Gravel St.	15887	2	DS,VS,OGL,T&L,DM
16. 108 Golf Course Rd.	09562	1	ES X's 2,VS,OGL
17. 1236 Beverly Hills Rd.	08113	1	ES,VS,OGL

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

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-017, 603 KATIE AVE. HATTIESBURG, MS 39401 and better described as A part of Lot Two (2) of Block One Hundred Three (103) of the Kamper & Lewin Subdivision in the said city of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commence at the Northwest corner of said Lot 2 in said Block and Survey and run East for a distance of 90 feet to and for a point of beginning; run thence East along Katie Avenue for a distance of 60 feet; run thence South for a distance of 145 feet; run thence East for a distance of 60 feet to the East line of said Lot 2, being the same line as fixed by the Chancery Court of Forrest County, Mississippi, in Cause No. 10,510; run thence South along the said line 58 feet; run thence West for a distance of 120 feet; and run thence North for a distance of 203 feet, more or less, to the Point of Beginning, together with the improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: NOTLUGE FLP, ACC TAX SALE PROPERTIES, ADVANTAGE ASSETS II, TRUSTMARK NATIONAL BANK, GRADY E. NEWELL, BRENDA K. NEWELL, ADA TATE, MARVIN R. KING, LARRY NELSON, RICHARD D. WAHNETAH

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

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

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

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

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish/Garbage X's 3 (International Property Maintenance Code, Sec. 308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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PARCEL: 2-038B-15-013, 611 KATIE AVE. HATTIESBURG, MS 39401 and better described as A part of Lot 1, Block 103 of the KAMPER AND LEWIN SURVEY, also known as the KAMPER AND WHINNERY SURVEY OR ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, per the map or plat thereof in the Forrest County Chancery Clerk's office and more particularly described as follows, to-wit:

Beginning at the Northwestern corner of Lot 1, in Block 103 of the KAMPER AND LEWIN SURVEY, also known as the KAMPER AND WHINNERY SURVEY OR ADDITION to the City of Hattiesburg, Mississippi, in the said City of Hattiesburg, and run in an Easterly direction along the North line of said Lot 1, a distance of eighty-five (85) feet; thence run South a distance of One Hundred Forty Five (145) feet; thence run East a distance of Fifty -Five (55) feet; thence run South a distance of Sixty -Five (65) feet to the South line of said Lot 1; thence run in a Westerly direction along the South line of said Lot 1, a distance of One Hundred Forty (140) feet, to the Southwest corner of said Lot One (1); thence run North a distance of Two Hundred Ten (210) feet, to the point of beginning; together with all improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: GREEN SPRINGS PROPERTIES, UNITED STATES DEPARTMENT OF AGRICULTURE RURAL HOUSING SERVICE c/o CENTRALIZED SERVICING CENTER, JIMMY D. KNIGHT, LINDA C. PEARSON WAHNETAH, THOMAS HAROLD PEARSON, JR.

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

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

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

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

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Protective Treatment (International Property Maintenance Code, Sec. 304.2)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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PARCEL: 2-038B-15-009, 612 KATIE AVE. HATTIESBURG, MS 39401 and better described as The East 60 feet of Lots Twenty One (21) and Twenty two (22), Block Ninety two (92) of STAPLETON & BAYNE SUBDIVISION, being a Resubdivision of Block 92 of Kamper & Lewin Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi. Together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BENNETT TAX CO. INC., ON POINT LLC, LINDA C. PEARSON WAHNETAH, THOMAS HAROLD PEARSON JR..

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

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

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

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

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

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

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

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

YEAS:

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ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

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PRESIDENT

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PARCEL: 2-038B-15-157, 809 ARNOLD ST. HATTIESBURG, MS 39401 and better described as that Certain Piece or Portion of Ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the East Half of E 1/2 of Lot 6 in Block 102 of the Robertson Place Survey, as per map of plat thereof on file In the office of the Chancery Clerk: the said East-Half (E 1/2) fronting 50.0 feet on Arnold Street and extending Commonly known as: 809 Arnold Street, Hattiesburg, MS 39401.

WHEREAS, the owner of the property is: DURRANT INC, MICHELLE DEVINE

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

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

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

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

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

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

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

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

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PARCEL: 2-038B-15-125, 816 DABBS ST. HATTIESBURG, MS 39401 and better described as Lot 9 and the East 50 feet of Lot 10 of Block 101 of the Robertson Place Subdivision of Kamper and Lewin Survey of the City Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: ROBERT DUGAN, GREENVALLEY INVESTMENTS, ACC TAX SALE PROPERTIES, RONALD BARRETT & SHERRY BARRETT

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

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

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

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

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

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

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WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-324, 1001 DABBS ST. HATTIESBURG, MS 39401 and better described as Lot 1 in Block 15 of the J.H. Buschman Subdivision of the Kamper and Lewin Survey of Addition to the City of Hattiesburg, Forrest County, Mississippi, per map or plat on file in the office of the Chancery Clerk of said County and State.

WHEREAS, the owner of the property is: JIMMY D. KNIGHT, CHANISE BANE HARRIS, JAMES MAURICE WILLIAMS, & ELAIN DOZIER

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

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

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

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

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-231, 110 HARRELL ST. HATTIESBURG, MS 39401 and better described as The unexpired portion of a Sixteenth Section Lease for ninety-nine (99) years from April 13, 1948, which lease is recorded at page 255, of Book 125 of the records of Land Deeds on file in the office of the Chancery Clerk of Forrest County, Mississippi and situated in the City of Hattiesburg, Forrest County, Mississippi.

A part of Section 16, Township 4 North, Range 13 West, known as the "Brick Yard" and described as beginning at the intersection of the Southeast Right-of-way of the NO and NE Railroad with the Southwesterly line of East Royal Street and run in a Southwesterly direction along said right-of-way a distance of 450 feet; thence at right angles of said right-of-way in a Southeast direction a distance of 330 feet to and for a point of beginning; thence continue Southeasterly along said course a distance of 80 feet; thence at right angles in a Southwesterly direction a distance of 210 feet; thence at right angles in a Northwesterly direction a distance of 80 feet; thence in a Northeasterly direction parallel with said right-of-way a distance of 210 feet to the point of beginning.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY, JOSH MORRIS, STATE OF MISSISSIPPI, GOOD GREEN LLC, ERVIN PERKINS

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

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

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-238, 111 HARRELL ST. HATTIESBURG, MS 39401 and better described as the Northeasterly one-half (1/2) of Lots 8, 9, and 10, in Block Two (2), according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a frontage of 150 feet on that certain alley commonly referred to as Harold or Harrell Street in the City of Hattiesburg, Mississippi, and extending Southwesterly between parallel lines a uniform depth of 109 feet, more or less to a line running Northwesterly and Southeasterly direction through the center of Lots 8, 9, and 10, Block Two (2) of said Survey, and being located in and forming part of the Northeast Quarter (NE 1/4) of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, the same being a leasehold estate for a term of 99 years from April 13, 1953, and recorded in Book 130, at page 579 of the Land Deed Records in the Office of the Chancery Clerk of Forrest County, Mississippi, LESS AND RESERVED from this conveyance is the following described piece of land as follows:

A part of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey and more particularly described as follows: Beginning 109.5 feet Northeasterly direction From the most Southern corner of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey in Hattiesburg, Forrest County, Mississippi, thence run Northwesterly 24 feet, more or less to the Southeasterly side of a drainage ditch, thence run Northeasterly along the Southeasterly side of said drainage ditch to a point where it intersects with Southeasterly side of Lot Ten (10), of above stated Block 2, and said Survey, thence run Southwesterly along Southeasterly side of said Lot Ten (10) to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: 16th SECTION PROPERTY, TOMMIE JEAN HINTON, CMB FINANCIAL SERVICES INC, RUTH GRIFFIN LUCKETT

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

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

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

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

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-195, 904 TUSCAN AVE. HATTIESBURG, MS 39401 and better described as BG INTER I/L EDWARDS ST & N/L TUSCAN AVE N 420FT E 500FT S 251' W 105.8' N 24 FT W 54' S24' W 150.4' S 39.6FT W16.1' S 123' W 220' BACK TO POB REC# 10745 PPIN 26860 Section 15, Township 4N, Range 13W.

WHEREAS, the owner of the property is: COLLEGE INVESTMENTS, STATE OF MISSISSIPPI, HIGH SIERRA TAX SALE PROPERTIES, INS GROUP LLC, S&S PROPERTIES, LLC, CITY OF HATTIESBURG

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-100, 508 BRELAND ST. HATTIESBURG, MS 39401 and better described as Lot Eight (8), Block Forty (40) of the R.E. Rawls Subdivision of the D.D. McInnis Third Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk Forrest County, Mississippi, being situated in Section Sixteen (16), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, being leasehold property for a period of 99 years from April 11, 1966, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: SEDERICK COX & MARSHALL COX SR.

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

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

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

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

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030L-11-115, 116 OAK ST. HATTIESBURG, MS 39401 and better described as Lot 14, in Block One (1), according to the R.A. Magruder Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof on file and in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: JIMMY D. KNIGHT, ROBERT DUGAN, HL&C FORREST, LLC

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028H-05-095, 733 LONGSTREET DR. HATTIESBURG, MS 39401 and better described as Lot 16 of the Longstreet Terrace Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BROCKET LLC, PINOLA PROPERTIES LLC, ACC TAS SALE PROPERTIES, FREDERICK W. NATHANIEL, NICHOLE NATHANIEL & THERA NATHANIEL

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029H-03-160, 720 E. 7TH ST. HATTIESBURG, MS 39401 and better described as Lot Seventeen (17) in Block Thirty-six (36) of the Hicks Subdivision of the Hardy and Scott Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of said county and state; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: VESTA JORDAN, AS CUSTODIAN FOR ERIC NOLAN ANDERSON, THELMA ANDERSON

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-319, 1408 E. LAUREL AVE. HATTIESBURG, MS 39401 and better described as Lots Twenty-one (21) and Twenty-two (22), Block One (1) of the BEN JOHNSON SUBDIVISION, of the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi.

WHEREAS, the owner of the property is: BROCKET LLC, STATE OF MISSISSIPPI, WILLIAM J. FRANKLIN & CAROLYN J. FRANKLIN

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029C-04-012, 1503 GRAVEL ST. HATTIESBURG, MS 39401 and better described as Lots Four (4) and Five (5) in Block Nine (9) of Block One (1) of the Hattiesburg Brick Manufacturing Company Survey of the R.M. Mixon Survey, being a Re-Survey of Lot Nine (9) in Block One (1) of the R.M. Mixon Survey, of the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is: HELEN G. WATTS

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-025P-36-012, 108 GOLF COURSE RD. HATTIESBURG, MS 39401, or better described as a parcel of land located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at a found concrete monument marking the SW corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North 89 degrees 45 minutes 44 seconds East along the South line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ for 399.61 feet to a metal pipe found; thence North 00 degrees 00 minutes 12 seconds East for 141.19 feet to a crimp top pipe found on the Eastern right-of-way line of Golf Course Road, said point also being the Point of Beginning; thence continue North 00 degrees 00 minutes 12 seconds East for 516.49 feet to a metal pipe found; thence South 89 degrees 56 minutes 46 seconds East for 918.77 feet to an iron pin found; thence North 89 degrees 44 minutes 53 seconds East for 326.57 feet to an iron pin found on the Western right-of-way line of Interstate Number 59; thence along said Western right-of-way line along a curve to the left for 708.01 feet to an iron pin set on the South line of the said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, said curve having a radius of 3969.72 feet, an included angle of 10 degrees 13 minutes 08 seconds, a chord of South 22 degrees 18 minutes 00 seconds West for 707.07 feet; thence South 89 degrees 45 minutes 44 seconds West along the South line of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ for 427.39 feet to the centerline of a creek; thence South 44 degrees 19 minutes 59 seconds West along said centerline for 98.05 feet to a point on the said Eastern right-of-way line of Golf Course Road; thence along said Eastern right-of-way line along a curve to the left for 116.53 feet to an iron pin set, said curve having a radius of 336.83 feet, an included angle of 19 degrees 49 minutes 18 seconds, a chord of North 64 degrees 53 minutes 40 seconds West for 115.95 feet; thence North 65 degrees 38 minutes 39 seconds West along said Eastern right-of-way line for 48.58 feet to an iron pin set on the South line of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence continue North 65 degrees 38 minutes 39 seconds West along said Eastern right-of-way line for 254.62 feet to an iron pin set; thence along said Eastern right-of-way line along a curve to the left for 105.98 feet back to the Point of Beginning, said curve having a radius of 563.37 feet, an included angle of 10 degrees 46 minutes 43 seconds, a chord of North 70 degrees 48 minutes 03 seconds West for 105.83 feet. Said parcel contains 16.13 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging, in the City of Hattiesburg, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: PRIORITY ONE BANK C/O GEORGE T. EVERETT JR, ROBERT BARNES, DEEP SOUTH TRUCK & EQUIPMENT SALES, INC., & DOYLE ELLIS

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

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

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

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

**Exterior Structure X's 2 (International Property Maintenance Code, Sec. 304.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)**

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 2nd day of May 2017, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of June, 2017, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 051-A-01-077, 1236 BEVERLY HILLS RD. HATTIESBURG, MS 39401, or better described Commence at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 1, Township 4 North, Range 14 West, Hattiesburg, Lamar County, Mississippi, and run North along the East line of said Forty for 827.0 feet to the intersection of the Southwest margin of Beverly Hills public road, thence run Northwesterly along said Southwest margin and along the North line of Plantation Place Subdivision for 494.0 feet to the Point of Beginning, From said Point of Beginning continue North 53°59'20" West along said Southwest margin for 20.0 feet; thence run South 38°59'02" West for 272.71 feet; thence run South 53°59'20" East for 150.0 feet; thence run North 38°59'02" East for 137.71 feet; thence run North 53°59'20" West for 130.0 feet; thence run North 38°59'02" East for 135.0 feet back to the Point of Beginning. Said Parcel of land is part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 4 North, Range 14 West, Hattiesburg, Lamar County, Mississippi.

WHEREAS, the owner of the property is: BOOKER HILTON, SR & DESSIE REE HILTON

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

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

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

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

Exterior Structure (International Property Maintenance Code, Sec. 304.1)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of June, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2017-422

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a Resolution removing Patrina Harper as pett

Title: Adopt a Resolution removing Patrina Harper as petty cash fund custodian for the Hattiesburg Police Department and appointing Destiny McGinty as petty cash custodian effective May 30, 2017; authorize issuance of manual check

Type: Action Item

Drafter: Tammy Leggett

In Control: City Council

Reference:

Attachments: Petty Cash Custodian, Bond Documents

File Created: 05/08/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Resolution

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognize the need to comply with State Department of Audit regulations by granting approval for the petty cash funds of the City; and,

WHEREAS, petty cash funds are necessary for the continued operation of routine functions of the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that Patrina Harper be removed as Petty Cash Fund Custodian and Destiny McGinty be approved as Petty Cash Fund Custodian for the Hattiesburg Police Department, effective May 30, 2017;

Public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 6th day of June, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Agency Name or Code SouthGroup - Hattiesburg
 Producer Name Glenn E. Galey

THIS IS A LEGAL DOCUMENT - PLEASE TYPE OR PRINT LEGIBLY.

Bond No.

Applicants Name in full (As it should appear on the bond)

Phone: (601) 545-4506

Fax: (601) 544-0468

Email: dmjackson@hatterburgms.com

Destiny Monique McGinty

Applicants Home Address (Street Address, City, State and Zip Code)

49 Morningside Dr. Purvis, MS 39475

Social Security Number

426-47-4853

Type of Bond Required?

Public Official

Amount of Bond

\$50,000

Effective Date

If a special bond issue, what is the purpose?

To satisfy State requirements for public officials

Has an application for this bond been declined by another company?

☐ Yes ☒ No

If yes, which surety and why?

Currently bonded?

☐ Yes ☒ No

If yes, give name of surety and reason for change.

Has the Applicant professionally or personally:

a. Had any lawsuits or judgments against them?

☐ Yes ☒ No

b. Ever failed in business or declared bankruptcy?

☐ Yes ☒ No

c. Ever been convicted of a crime?

☐ Yes ☒ No

d. Ever had their license suspended, revoked or denied, or been subject to any legal/administrative proceedings resulting in disciplinary action?

☐ Yes ☒ No

e. Ever been party to a surety bond claim?

☐ Yes ☒ No

(If any answers are "yes", please provide details on a separate page.)

Obligee Name and Address

State of Mississippi - City of Hattiesburg P.O. Box 1898, Hattiesburg, MS 39403

PLEASE PROVIDE THE FOLLOWING ADDITIONAL INFORMATION

Has the Applicant experienced any public official losses in the last five years?

☐ Yes ☒ No

If yes, please provide details.

Official Title of Applicant

☐ Elected

☒ Appointed

Term of Office in Years

Start Date:

End Date:

office manager

Has the Applicant previously occupied this position?

☐ Yes ☐ No

If yes, during what period?

Does the Applicant currently have E&O or Liability Insurance?

☐ Yes ☒ No

If so, please provide the following information.

Company:

Limit:

Policy Number:

AGENT'S RECOMMENDATION

Describe the length and nature of your relationship with the Applicant:

Do you recommend the Applicant for this bond?

☐ Yes ☐ No

Why?

FOR ALL BONDS IN EXCESS OF \$50,000 COMPLETE THE FOLLOWING

1. Amount of money handled during an annual term

\$

2. Largest amount at any one time under your control

\$

3. Are funds deposited as received?

☐ Yes ☐ No

4. Have you agreed to use only depositories designated by your superiors?

☐ Yes ☐ No

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the bond.

5 Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such intent to terminate. Such notice shall be addressed to Travelers Bond & Financial Products, Attention: Vice President-PNP, One Tower Square, Hartford, Connecticut 06183 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this 10 Day of Oct., 2016

x Patrina Harper
Witness Sign Here
Patrina Harper
Print Name

x Deshny Mcainy
Applicant Sign Here
Deshny Mcainy 426-47-4853
Print Name and Social Security Number Above

x _____
Witness Sign Here

Print Name

x _____
Additional Indemnitor Sign Here

Print Name

All applications are available online via the Bond Forms Library at www.travelersbond.com.

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Employment Security Bond	\$118,000.00	SOUTHGROUP-MONTAGUE, SIGLER & FERRELL P.O. BOX 151, 707 Hardy St Hattiesburg MS 39403-0151	2066011 EMP SEC	01/01/17	01/01/18	\$1,081.00
Public Official Bonds		THE GALEY AGENCY, INC P.O. Drawer 791, Hattiesburg MS 39401				
City Clerk & Tax Assessor Kermas Eaton	\$50,000.00		BD3001774	05/14/16	05/14/17	\$175.00
Councilman Edmond Carter Carroll	\$100,000.00		08104701	07/01/15	07/01/17	\$350.00
Councilman Kim Bradley	\$100,000.00		08013705	07/01/15	07/01/17	\$350.00
Councilman Deborah L. Delgado	\$100,000.00		08104729	07/01/13	07/01/17	\$350.00
Councilman Henry E. Naylor	\$100,000.00		08104728	07/01/13	07/01/17	\$350.00
Councilman Mary Dryden	\$100,000.00		60010921	07/01/13	07/01/17	\$350
Mayor Johnny L. DuPree						
Police Chief Anthony Parker	\$100,000.00		60011535	10/01/13	10/01/17	
	\$50,000					
POSITION BONDS	\$50,000.00	THE GALEY AGENCY, INC P.O. Drawer 791, Hattiesburg MS 39401	106251974		Indefinite Term	\$175.00 Each
ADMINISTRATION		Travelers Casualty and Surety Company Of America of Hartford				
Sharon Waits -Chief Financial Officer						
ACCOUNTING						
Kendejah Goff - Accounting						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
MUNICIPAL COURT CLERK/DEPUTY CLERK/POLICE DEPARTMENT						
Ophelia Jones						
Sharon Chapman						
Sari Wooten						
Karen Malloy						
Keanna Williams						
Bonita Waters						
Inez Hicks						
Tracy Ash Green						
Morgan Owens						
Noris Rodriguez						
McGinty, Destiny						
Ellis, Tikenya Monic						
Sheriel Robinson						
Sheri Moore						
Robin Brumfield						
Derica Killingsworth						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Janice Daniels Byron Napoleon Love Jessica Redd Patrina Harper Bowen, Alicia Spann, Lawanda Love, Byron N. Hunt, Valente Polk, Kristi CITY CLERK Hazel Young Celcia Jones Natasha Thomas Perline Martin FEDERAL & STATE PROGRAMS						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Vincent Nelms						
Sharon Bolton						
FIRE DEPARTMENT						
Linda Montgomery						
Robert Daniels						
PARKING						
Eddie Heard						
Theresa McCombs						
Frances Griffin						
PARK & RECREATION						
Ann Jones						
Benton Byrnes						
Kenneth Fairley						
Edith Rose Stllings						
Lewis, Akira C.						
COMMUNITY CENTER						
Myron Lott						
CULTURAL AFFAIRS						
Rebecca Lynn Acker						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Johnson, Victoria CEMETERY						
Charles Anthony Parker Ricky Coleman Deborah Barnes John Henry Williams Latory R. Griffin PUBLIC WORKS						
Stephanie Moffett PURCHASING						
Sylvester London URBAN DEVELOPMENT						
Tonya Jordan Akwete Muhammed Stacy Jackson						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Margaret McGee						
TRAFFIC & CONSTRUCTION						
Theresa Williams						
WATER BILLING OFFICE						
Ludwig Alvarado						
Wanda Faye Jones						
Shawana Coleman						
Linda Kennedy						
Wanda Turner						
Cathy Gray						
Larry Mowery						
Derrick Allen						
Heather Vance						
Chad Frierson						
Waggoner, Robin						
Revies, Nicholas						
Rodriguez, Noris D.						

TYPE OF COVERAGE, PROPERTIES COVERED & DEDUCTIBLES	AMOUNT	AGENT/COMPANY	POLICY NO	EFF	EXP	PREMIUM
Notary Public Bonds	\$5,000.00	THE GALEY AGENCY, INC P.O. Drawer 791, Hattiesburg MS 39401				
Ruthie Lee Grindle				03/25/14	03/25/18	\$100.00
Linda Montgomery				03/08/15	03/07/19	\$100.00
Hartfield, Kathleen				06/19/15	06/18/19	\$100.00
Williams, Carolyn				09/25/15	09/24/19	\$100.00
Larremore, Darnell				10/10/15	10/09/19	\$100.00
Bratcher, Anita						\$100.00
Bernado, Debbie				03/27/16	03/27/20	\$100.00
Chapman, Sharon T.				03/27/16	03/27/20	\$100.00
Hicks, Inez				02/11/13	02/10/17	\$100.00
London, Sylvester				04/21/16	04/21/20	\$100.00
Beech, Janet L.						
Parks, Keith				08/19/16	08/18/20	\$100.00
Martin, Pearline McSwain				11/07/16	11/06/20	\$100.00
COMPREHENSIVE LIABILITY COVERAGE		MS Municipal Service Company	0108GL2014	01/01/17	12/31/17	\$455,015.00
PART I - General & Automobile Liability	\$500,000.00	MS Municipal Liability Plan 600 East Annie Street Jackson MS 39202				
PART II - Errors & Omissions Liability	\$1,000,000.00					



City of Hattiesburg, MS

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

FILE NUMBER: 2017-476

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Designate the Camp Shelby Centennial Salute Thursd

Title: Designate the Camp Shelby Centennial Salute Thursday, July 15, 2017, as an opportunity for publicity that will advance the interests of the City of Hattiesburg, in accordance with Section 17-3-3 of the Mississippi Code of 1972, annotated; authorize expenditure of \$5,000 for Platinum Centennial sponsorship.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Camp Shelby Centennial Salute Sponsorship Flyer

File Created: 06/01/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CAMP SHELBY *Centennial Salute*

Thursday evening on the 13th of July, 2017
Cocktails at 6pm • Dinner to Follow
Formal Attire

LAKE TERRACE
CONVENTION CENTER

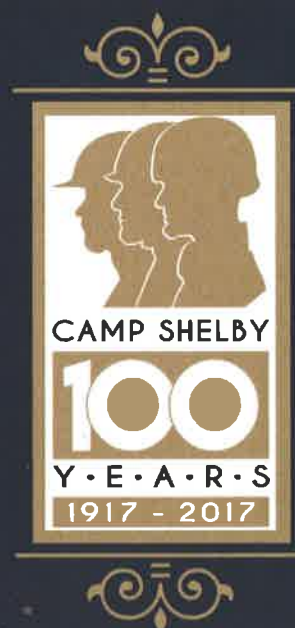


TABLE SPONSORSHIP *Opportunities*

Platinum Centennial Donor \$5,000

1 reserved table of 10 for the Platinum Sponsor, 10 tickets for the military in their name, 20 Camp Shelby Centennial coins, 20 Camp Shelby Centennial lapel pins, listing on Centennial historic video as Platinum Sponsor and CEO introduction at the Centennial Ball.

Gold Centennial Donor \$4,000

1 reserved table of 10 for the Gold Sponsor, 5 tickets for the military in their name, 10 Camp Shelby Centennial coins, 10 Camp Shelby Centennial lapel pins, and listed on the Centennial historic video as Gold Sponsor.

Silver Centennial Donor \$3,000

1 reserved table of 10 for the Silver Sponsor, 3 tickets to the military in their name, 10 Camp Shelby Centennial lapel pins and listed on the Centennial historic video as Silver Sponsor.

Bronze Centennial Donor \$2,000

10 tickets for ball, 10 Camp Shelby Centennial lapel pins and listed in the Camp Shelby historic video as Bronze Sponsor. Unused tickets can host military guests at their table.

Military and Civilian Individual Tickets

Active duty military/National Guard tickets are \$50. Civilian tickets are \$60. Reserved table for 10 is \$500. Tickets available online at: fb.me/LakeTerraceCC.

EVENT SPONSORSHIP *Opportunities*

Entertainment Sponsor, Victory Belles \$5,000

Sponsor performances, sound, and talent accommodations.

July 13 - Centennial Salute

July 14 - MS Veterans Home in Collins

July 15 - Camp Shelby Day

Camp Shelby Centennial Exhibition \$8,000

Sponsor exhibition components and graphics, exhibit will be located in Grand Gallery, Mississippi Armed Forces Museum July 2017 through December 2017 with an estimated attendance of 40,000+.



Donations for tables, entertainment, or exhibits can be made to **MS Armed Forces Museum Foundation** www.armedforcesmuseum.us.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-455

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of deed and accept donation from Lake Forgetful Properties, LLC ; Authorize Mayor to execute agreement with Lake Forgetful Properties, LLC

Title: Acknowledge receipt of deed and accept donation from Lake Forgetful Properties, LLC, of a parcel of land in Lamar County as described in Exhibit "A" (attached) ; Authorize Mayor to execute agreement with Lake Forgetful Properties, LLC, for the Lake Forgetful Road Project Expansion.

Type: Action Item

Drafter: Kimberly Phillips

In Control: City Council

Reference: Lamar Rutland

Attachments: Deed of Dedication, Exhibit A, Agreement

File Created: 05/26/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson , Arrington, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Lake Forgetful Properties, LLC
a Mississippi Limited Liability Company
6156 Highway 98 West
Hattiesburg, MS 39402
Phone: (601) 264-9454

DEED OF DEDICATION

INDEXING INSTRUCTIONS:

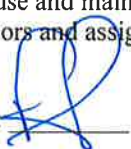
Pt SW ¼ SE ¼, Section 10, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi

WHEREAS, **Lake Forgetful Properties, LLC, a Mississippi limited liability company**, is the owner of certain property as described below and desires to dedicate said property to the **City of Hattiesburg, a Municipal Corporation**, for street improvement purposes in the course of the expansion of Lake Forgetful Road; and

WHEREAS, the **City of Hattiesburg** is willing to accept dedication of such property thereof further described hereinbelow;

NOW, THEREFORE, in consideration of the recitals and mutual benefits herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby dedicates, grants, conveys and agrees as follows:

For and in consideration of one dollar, cash in hand paid, the Grantor hereby dedicates, grants and conveys for public use and maintenance to the Grantee and its successors and assigns (hereafter, all references to the Grantee include its successors and assigns), the following described land:

Initials: 

County Tax Parcel No. 052R-10-030.02

Lake Forgetful Road Project

Legal Description - Right Of Way

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 589.59 feet, thence run West for 403.80 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB1); thence run S70°35'15"W for 11.50 feet to a $\frac{1}{2}$ Inch Rebar on the East Right Of Way Line of Lake Forgetful Road, thence run N58°30'20"W and along said East Right Of Way Line for 52.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 141.87 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 205.00 feet, a Chord Bearing of N38°54'09"W, and a Chord Distance of 139.06 feet, thence run N19°15'29"W and along said East Right Of Way Line for 21.02 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar, thence run Southerly along an Arc to the Left for 180.12 feet to a $\frac{1}{4}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of S40°39'19"E, and a Chord Distance of 176.16 feet, thence run S61°31'44"E for 33.86 feet to a $\frac{1}{2}$ Inch Rebar, thence run S06°40'41"W for 4.39 feet to the Point of Beginning, comprising 0.05 Acres (2,269 Sq. Ft.), more or less.

and also, for the same consideration, a perpetual easement and right-of-way for the purpose of public storm water treatment, detention, and conveyance including construction, grading, maintenance, repair, and reconstruction of surface or subsurface storm drainage, piping, supporting and/or appurtenant structures, and planting or removing vegetation, over, across, in and through the real property owned by Grantor and more particularly described as follows:

Legal Description - Easement

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 589.59 feet, thence run West for 403.80 feet to a $\frac{1}{2}$ Inch Rebar, thence run S70°35'15"W for 11.50 feet to a $\frac{1}{2}$ Inch Rebar on the East Right Of Way Line of Lake Forgetful Road, thence run N58°30'20"W and along said East Right Of Way Line for 52.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 141.87 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 205.00 feet, a Chord Bearing of N38°54'09"W, and a Chord Distance of 139.06 feet, thence run N19°15'29"W and along said East Right Of Way Line for 21.02 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB2); thence run N63°11'31"E for 54.48 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run along an Arc to the Right for 28.81 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, said Arc having a Radius of 95.00 feet, a Chord Bearing of N71°58'27"E, and a Chord Distance of 28.70 feet, thence run N80°27'07"E for 25.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run S09°32'53"E for 56.88 feet to a $\frac{1}{2}$ Inch Rebar, thence run S80°27'07"W for 48.38 feet to a $\frac{1}{2}$ Inch Rebar, thence run N66°56'31"W for 67.70 feet to the Point of Beginning, comprising 0.10 Acres (4,275 Sq. Ft.), more or less.

Grantor understands and agrees for itself, its successors and assigns not to cause or allow the construction or placement of any building, structure, debris, or objects nor allow any activity that is detrimental to vegetation establishment and preservation in or upon the easement conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's reasonable discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building, structure, debris, or objects so placed in or upon the easement conveyed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantor further agrees for itself, its heirs, successors and assigns that it shall not disturb or allow the disturbance of the subjacent or lateral support of the area conveyed and that Grantee shall have the right of reasonable access over any property adjacent to the easement conveyed, for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface storm drainage, supporting and/or appurtenant structures, and planting or removing vegetation, in or on the easement conveyed.

Initials: 

Page 3 of 5

STATE OF Miss.

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of May, 2017, within my jurisdiction, the within named **Randy Price**, who acknowledged that he is Member of Lake Forgetful Properties, LLC, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Carol H. Martin
(NOTARY PUBLIC)

My commission expires:



Initials: RD

County Tax Parcel No. 052R-10-030.02

Lake Forgetful Road Project

Grantee:
City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that he/she is (Title) of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

Initials: _____



County Tax Parcel No. 052R-10-030.02

Lake Forgetful Road Project

**Resolution of the Sole Member of
Lake Forgetful Properties, LLC**

The undersigned, being all the members of Lake Forgetful Properties, LLC, a Mississippi limited liability company (the "*Company*"), do hereby consent without a meeting, to the following actions and resolutions with the same force and effect as if such actions and resolutions had been adopted at a meeting of the members and managers duly called and held on this date.

WHEREAS, it is in the best interest of the Company to enter into the Agreement and Act of Donation (collectively the "*Agreement*") in connection with the City of Hattiesburg improvement project (the "*Project*") regarding the property located on Lake Forgetful Road, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "*Property*").

NOW THEREFORE, BE IT RESOLVED that the Company be, and hereby is, authorized and empowered to enter into the Agreement;

FURTHER RESOLVED, that, in connection with the Agreement, pursuant to the Limited Liability Company Agreement, the Sole Member has the exclusive authority to manage the Company and is hereby authorized and empowered to execute such agreements and documents as may be required including, but not limited to, Deed, Agreement, and Settlement Statement (collectively, the "*Transaction Documents*");

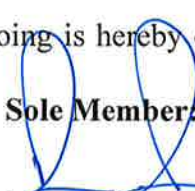
FURTHER RESOLVED that Randy Price, as Sole Member of the Company (the "*Member*") be, and hereby is, authorized and empowered to negotiate, execute and deliver on behalf of the Company, and as an official act of the Company, the Transaction Documents and such other documents or agreements as may be required as a condition to the Agreement, or as may be required to effectuate the Agreement, and to take any other action necessary in connection with the completion of the Agreement, with the signature of the Sole Member being conclusive evidence of the Company's agreement to the form of such documents and agreements.

FURTHER RESOLVED that all actions heretofore taken by the Member for and on behalf of the Company, be and hereby are, authorized, satisfied and confirmed in all respects.

In WITNESS WHEREOF the foregoing is hereby executed to be effective as of

_____.

Sole Member:



Randy Price

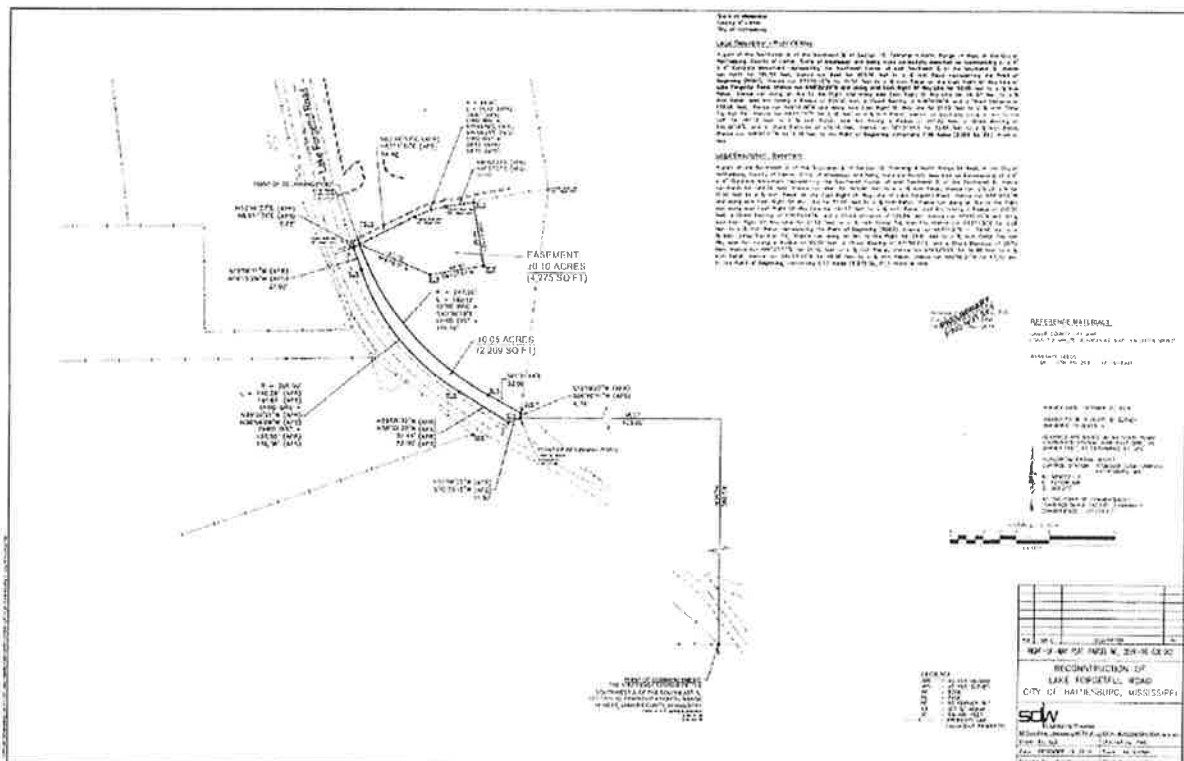
Exhibit "A"

Legal Description - Right Of Way

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 589.59 feet, thence run West for 403.80 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB1); thence run S70°35'15"W for 11.50 feet to a $\frac{1}{2}$ Inch Rebar on the East Right Of Way Line of Lake Forgetful Road, thence run N58°30'20"W and along said East Right Of Way Line for 52.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 141.87 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 205.00 feet, a Chord Bearing of N38°54'09"W, and a Chord Distance of 139.06 feet, thence run N19°15'29"W and along said East Right Of Way Line for 21.02 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar, thence run Southerly along an Arc to the Left for 180.12 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of S40°39'19"E, and a Chord Distance of 176.16 feet, thence run S61°31'44"E for 33.86 feet to a $\frac{1}{2}$ Inch Rebar, thence run S06°40'41"W for 4.29 feet to the Point of Beginning, comprising 0.05 Acres (2,289 Sq. Ft.), more or less.

Legal Description - Easement

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 589.59 feet, thence run West for 403.80 feet to a $\frac{1}{2}$ Inch Rebar, thence run S70°35'15"W for 11.50 feet to a $\frac{1}{2}$ Inch Rebar on the East Right Of Way Line of Lake Forgetful Road, thence run N58°30'20"W and along said East Right Of Way Line for 52.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 141.87 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 205.00 feet, a Chord Bearing of N38°54'09"W, and a Chord Distance of 139.06 feet, thence run N19°15'29"W and along said East Right Of Way Line for 21.02 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB2); thence run N63°11'31"E for 54.48 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run along an Arc to the Right for 28.81 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, said Arc having a Radius of 95.00 feet, a Chord Bearing of N71°58'27"E, and a Chord Distance of 28.70 feet, thence run N80°27'07"E for 25.00 feet to a $\frac{1}{2}$ Inch Rebar, thence run S09°32'53"E for 56.88 feet to a $\frac{1}{2}$ Inch Rebar, thence run S80°27'07"W for 48.38 feet to a $\frac{1}{2}$ Inch Rebar, thence run N66°56'31"W for 67.70 feet to the Point of Beginning, comprising 0.10 Acres (4,275 Sq. Ft.), more or less.



AGREEMENT

This contract (hereinafter the "Agreement"), is made and entered into this ____ day of _____, 2017, by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called "the City") located at 200 Forrest Street, Hattiesburg, Mississippi 39401, and Lake Forgetful Properties, LLC, a Mississippi Limited Liability Company, PO Box 15836 Hattiesburg, MS 39404 (hereinafter "Lake Forgetful Properties").

WHEREAS, Lake Forgetful intends to dedicate a right-of-way, including a drainage easement, to the City;

WHEREAS, in order to lessen the cost and inconvenience of the dedication and the construction of the roadway expansion, the parties to this Agreement have agreed upon additional terms regarding fixtures and drainage which are memorialized in this Agreement;

NOW THEREFORE, in exchange for mutual consideration, the sufficiency of which is stipulated, the parties hereby agree as follows:

1. Sewer Taps

The City agrees to provide Lake Forgetful Properties two (2) sewer taps along Lake Forgetful Road, location to be determined, but within the donated area, as identified in Exhibit 1.

2. Maintenance of Drainage Area

The City agrees to maintain the drainage ditch currently located along the northern border of the Lake Forgetful Properties parcel, and Lake Forgetful Properties grants the City a perpetual license for the limited purpose of maintaining said drainage ditch.

3. Stormwater retention

The City agrees that development will be allowed in the areas identified as "Developable Area" on the map attached as Exhibit 2, less any areas conveyed to the City by deed, and the City agrees that it will take into account the storm water reduction created by the wetlands in the 2.32± area identified in the survey attached as Exhibit 3 for purposes of stormwater runoff and retention in any future development on this parcel. The parties agree that this provision is limited to the City of Hattiesburg, and is not intended to restrict or limit any other governing body or regulatory agency's authority or jurisdiction as it relates to the property.

4. Acknowledgment of Donation

The City acknowledges that Lake Forgetful Properties donated real property interests to the City in lieu of just compensation, and that the value of the donated interest in real property was \$56,975.00.

5. General Conditions

Additional Actions

Each party covenants to the other that it will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

Waiver, Modification and Amendment.

No provision hereof may be waived unless in writing and signed by the party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Mississippi, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of Mississippi. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association in Forrest County, Mississippi, administered by a single arbitrator to be selected by the mutual agreement of the City and Lake Forgetful Properties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be commenced when one party serves a written demand for arbitration on the other party. If the parties are not able to select the one mutually agreeable neutral arbitrator within 10 days of any written demand for arbitration, AAA shall select the one neutral arbitrator. In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Any action or proceeding subsequent to any award rendered by the arbitrator in the dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in Forrest County, Mississippi, and Mississippi law shall apply in any such subsequent action or proceeding. The reasonable attorney fees in said legal proceedings of the prevailing party shall be paid by the non-prevailing party.

Severability.

In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the parties, the terms of this Agreement shall control. If any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from all other provisions of this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

Entire Agreement.

It is expressly understood and agreed that this Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes and replaces all prior negotiations, agreements or understandings between the parties, whether written or oral, in each case relating to the subject matter hereof. This Agreement may not be modified by the parties except by written instrument duly executed by each party. Each of the parties acknowledges and represents that no other party or agent or attorney of any other party has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement. Each party acknowledges and represents that it has not executed this Agreement in reliance upon any promise, representation or warranty whatsoever not expressly set forth in this Agreement.

Representations of Authority.

The persons signing below each represent and warrant that they have the authority to enter into this Agreement on behalf of the party on whose behalf they so sign.

Rights and Remedies Cumulative.

The rights and remedies provided for in this Agreement or by law shall, to the extent permitted by law, be cumulative.

Counterparts.

This Agreement may be signed in multiple counterpart copies, each of which shall constitute an original, with the same force and effect as if each of the parties hereto has signed a single instrument.

Fees and Costs.

Each party acknowledges that it is responsible for its own attorneys' fees and costs and that the other party is not responsible for a party's costs and fees.

Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors in title, agents, employees, owners, heirs, successors and assigns.

**Lake Forgetful Properties LLC,
a Mississippi limited liability company**



Randy Price, Member

STATE OF Miss.

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of May, 2017, within my jurisdiction, the within named **Randy Price**, who acknowledged that he is Member of Lake Forgetful Properties, LLC, a member-managed Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as the act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



(NOTARY PUBLIC)

My commission expires:



**City of Hattiesburg
a Municipal Corporation**

By: _____

Print Name: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that he/she is (Title) of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:

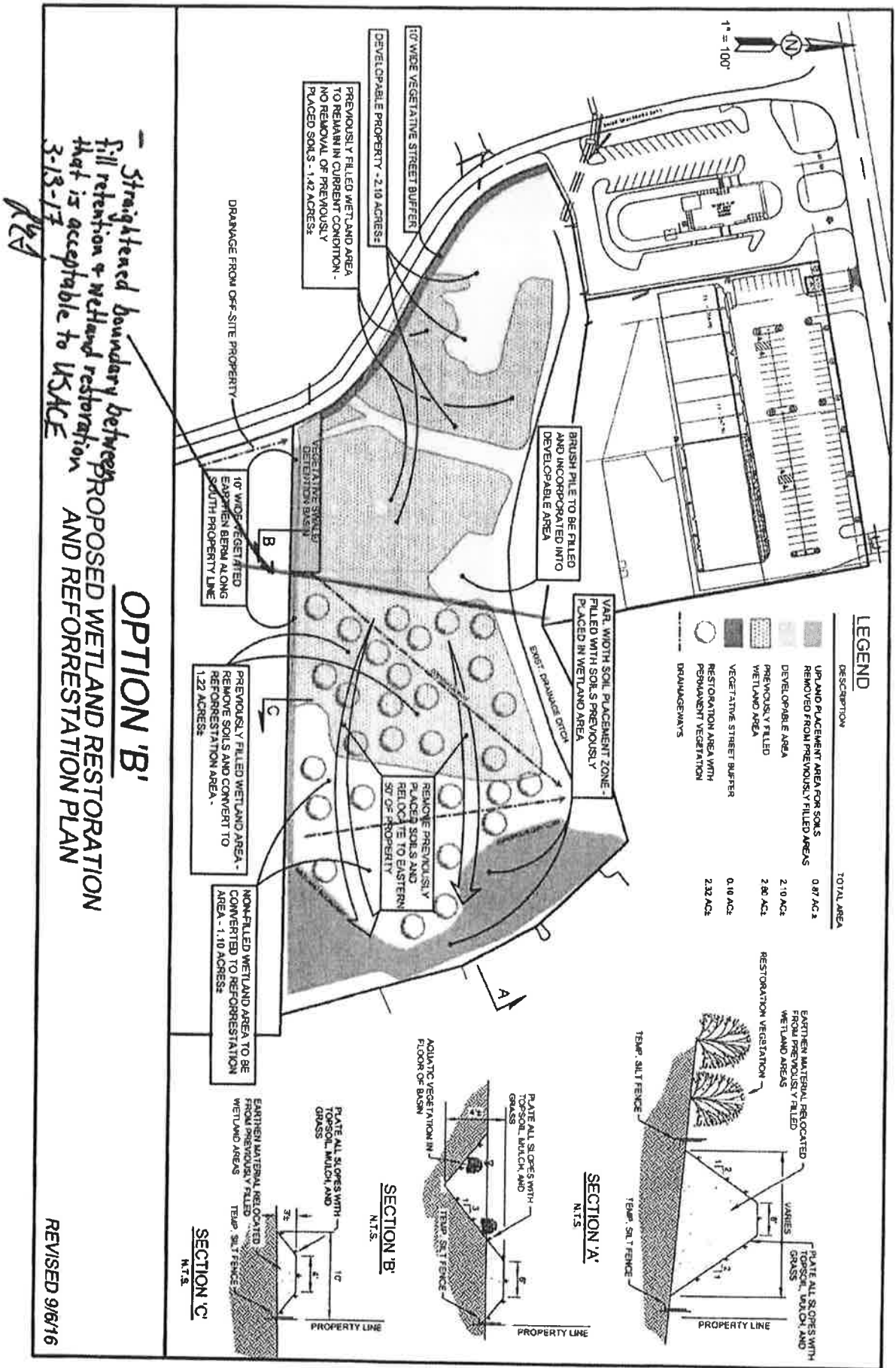
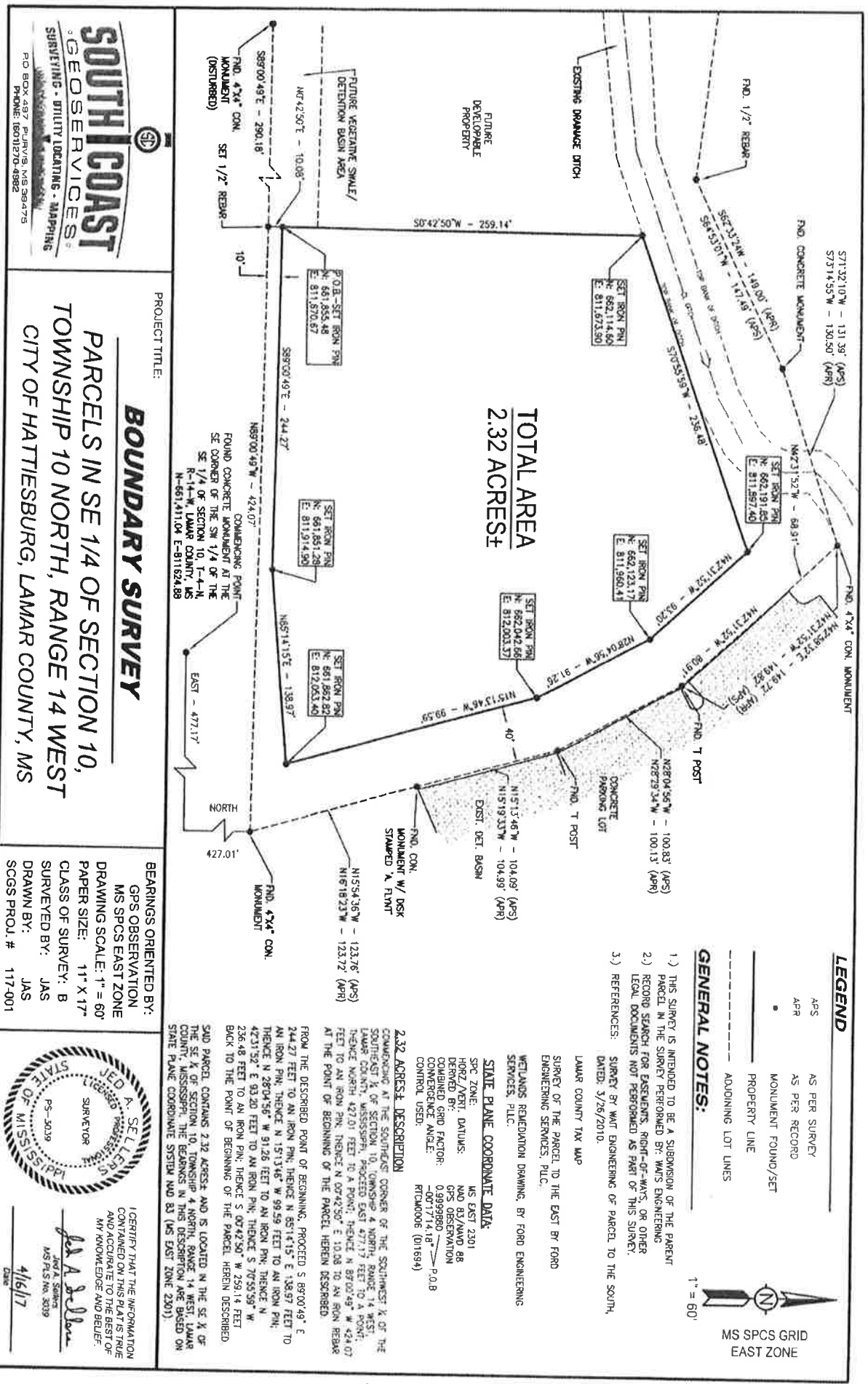


Exhibit "2"



SOUTH COAST
GEOSERVICES
SURVEYING - UTILITY LOCATING - MAPPING
P.O. BOX 437, SLATKIN, MS 386473
PHONE: (601) 720-4086

PROJECT TITLE:
BOUNDARY SURVEY
PARCELS IN SE 1/4 OF SECTION 10,
TOWNSHIP 10 NORTH, RANGE 14 WEST
CITY OF HATTIESBURG, LAMAR COUNTY, MS

BEARINGS ORIENTED BY:
GPS OBSERVATION
MS SPCS EAST ZONE
DRAWING SCALE: 1" = 60'
PAPER SIZE: 11" X 17"
CLASS OF SURVEY: B
SURVEYED BY: JAS
DRAWN BY: JAS
SCGS PROJ. #: 117-001

STATE OF MISSISSIPPI
JED A. SELLERS
REGISTERED PROFESSIONAL SURVEYOR
PS-3039
I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Jed A. Sellers
MS PS No. 3039
4/16/17
DATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the City of Hattiesburg, Parks and Recreation Department, hereinafter referred to as "City", and Global Security Co., hereinafter referred to as "Contractor", desire to reduce to writing their agreement of understanding with a properly executed copy of agreement provided to each party. City and Contractor do hereby agree and obligate themselves as follows: to-wit:

I. Scope of Work

Contractor shall provide uniformed armed and un-armed security services as necessary for the City at various Parks and Recreation Department programs/events. City shall coordinate with Contractor specific coverage needs as programming requires.

II. Location & Scheduling

Contractor hereby agrees to furnish the City with necessary uniformed armed and un-armed security personnel as required so long as both parties are in agreement. The location of the security detail will be based on programming schedule. The shifts, hours, days, and/or dates will be designated by the City. Any changes to the scheduled hours are to be submitted by the City to the Contractor at least twenty-four (24) hours prior to change taking place. Scheduling of security personnel for the designated shifts will be done by the Security Supervisor of Contractor.

III. Rates & Fees

The hourly rate for each security guard will be Eighteen Dollars (\$18.00) per hour for each Un-armed guard and Twenty Dollars (\$20.00) per hour for each Armed guard. If a security guard must appear for court for any incident that occurs while working this assignment, the Un-Armed hourly rate of Eighteen Dollars (\$18.00) per hour will be charged.

IV. Liability Insurance & Permits

Contractor shall provide a copy of their Liability Insurance Policy in an amount not less than One-Million Dollars (\$1,000,000.00) and list the City as additionally insured. Contractor shall also provide to the City, with respect to each security employee, a copy of their Hattiesburg Police Department Private Security & Investigator Certificate of Permit. Contractor and all security employees shall meet all necessary requirements pertaining to City of Hattiesburg Ordinance #2380, Private Security Ordinance of the City of Hattiesburg. Contractor shall also provide to the City, with respect to each security employee, a copy of State of Mississippi issued firearms permit provided the applicant shall carry a firearm in the performance of contract. Contractor shall ensure all security guards have undergone a thorough criminal background check, including sex offender registry, and drug testing.

V. Term of Contract

Term of Contract shall be for a period of one (1) year beginning June 1, 2017, and ending May 31, 2017

VI. Security Guard Requirements

All guards shall be in complete uniform and well-groomed at all times. All guards must have a minimum of two years' experience as a security guard, or two years' experience in a branch of law enforcement or other type of protective service. Security guards shall report to detail location on time and not vacate their post until end of assigned shift. Contractor shall maintain a sufficient pool of qualified guards large enough that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement within two hours notification. Contractor agrees not to employ or to solicit for employment with regard to City of Hattiesburg Security Details, any persons in the full-time or part-time employment of the City of Hattiesburg. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Hattiesburg, its commissioners, board members, officers, employees, agents, and

representatives from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents and/or employees in the performance of or failure to perform this agreement.

VII. Security Detail Responsibilities

Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part to third party. Security services to be provided during detail include, but are not limited to, conducting security patrols of City property at parks, community centers, offices, gymnasiums, parking lots, or other City property as detail is assigned. Security guard shall report to City of Hattiesburg event staff/employee when arriving to facility for detail and stay in communication with City Staff during detail. Security guard shall maintain security/activity log of shifts, and provide copies to City of Hattiesburg upon request. Contractor shall notify Hattiesburg Police Department/911 immediately for all threats of violence or elevated security occurrences.

Alan Haralson, Jr, Global Security

Date

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

Date

Kermas Eaton, City Clerk

Date

CERTIFICATE OF LIABILITY INSURANCE

ALLEN-4 OP ID: DT10

DATE (MM/DD/YYYY)

02/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Policy Center, Inc 825 Larson Street Jackson, MS 39202 Dorian Taylor	CONTACT NAME: Dorian Taylor PHONE (A/C, No, Ext): 601-372-9536 E-MAIL: ADDRESS: FAX (A/C, No): 601-346-8477														
INSURED GLOBAL SECURITY CO. 63 SULLIVAN KILRAINE RD LOT 63 HATTIESBURG, MS 39403	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : BURLINGTON INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : BURLINGTON INSURANCE		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY				BUT91946	07/14/2016	07/14/2017	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE	☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
	☐				MED EXP (Any one person)				\$ 5,000	
	☐				PERSONAL & ADV INJURY				\$ EXCL	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$ 1,000,000	
	☐	POLICY	☐	PRO-JECT	☐	LOC			PRODUCTS - COMPROP AGG	\$ INCLUDED
		OTHER:								\$
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	ANY AUTO							BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS	☐	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐	HIRED AUTOS	☐	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	☐									\$
		UMBRELLA LIAB							EACH OCCURRENCE	\$
		EXCESS LIAB		☐	OCCUR				AGGREGATE	\$
				☐	CLAIMS-MADE					\$
		DED		RETENTION \$					☐	PER STATUTE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							☐	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐		N/A			E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY OF HATTIESBURG P. O. BOX 1898 HATTIESBURG, MS 39403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marlene Taylor</i>

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Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

Global Security Co.

3 Check appropriate box for federal tax classification; 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.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

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.)

589 Jackson Rd

6 City, state, and ZIP code

Hattiesburg MS

Requester's name and address (optional)

City of Hattiesburg
P.O. Box 1840
Hattiesburg, MS 39403

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

587 - 35 - 7262

or

Employer identification number

26 - 0223401

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign
Here

Signature of
U.S. person ▶

all Used

Date ▶

5/13/2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

HATTIESBURG POLICE DEPARTMENT
PRIVATE SECURITY AND INVESTIGATOR
CERTIFICATE OF PERMIT

DATE: 9/1/16 AMOUNT: \$50.00 paid

ID: _____ NEW: ☒ RENEWAL: _____

ISSUED TO Gregory Tisdale
200 Foxgate Ave. Apt 140 H'burg, MS 39402
(RESIDENCE ADDRESS)

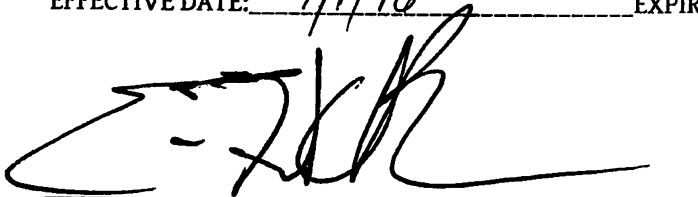
Global Security
(COMPANY)

RECEIPT IS ACKNOWLEDGED OF THE SUM OF \$ 50.00 Paid FROM THE ABOVE NAMED
APPLICANT TO CONDUCT A PRIVATE SECURITY SERVICE AS REQUIRED BY ORDINANCE 2382, CITY OF
HATTIESBURG, MISSISSIPPI.

THIS PERMIT IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE MUNICIPAL LIMITS OF THE
CITY OF HATTIESBURG. THIS PERMIT IS ONLY VALID FOR THE PERIOD SPECIFIED BELOW:

BUSINESS LOCATION: 63 Sullivan Kilrairie Rd Lot 63

EFFECTIVE DATE: 9/1/16 EXPIRATION DATE: 9/1/17



CHIEF OF POLICE, CITY OF HATTIESBURG

THIS PERMIT SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE
UNLAWFUL IN THE STATE OF MISSISSIPPI.

**HATTIESBURG POLICE DEPARTMENT
PRIVATE SECURITY AND INVESTIGATOR
CERTIFICATE OF PERMIT**

DATE: 9/1/16 AMOUNT: 500⁰⁰ qd

ID: _____ NEW: ☒ RENEWAL: _____

ISSUED TO Allen Haralson

63 Sullivan Kilrain 63, Hattiesburg
(RESIDENCE ADDRESS)

Global Security
(COMPANY)

RECEIPT IS ACKNOWLEDGED OF THE SUM OF \$ 50.00 FROM THE ABOVE NAMED
APPLICANT TO CONDUCT A PRIVATE SECURITY SERVICE AS REQUIRED BY ORDINANCE 2382, CITY OF
HATTIESBURG, MISSISSIPPI.

THIS PERMIT IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE MUNICIPAL LIMITS OF THE
CITY OF HATTIESBURG. THIS PERMIT IS ONLY VALID FOR THE PERIOD SPECIFIED BELOW:

BUSINESS LOCATION: 63 Sullivan Kilrain Rd. Lot 63

EFFECTIVE DATE: 9/1/16 EXPIRATION DATE: 9/1/17



CHIEF OF POLICE, CITY OF HATTIESBURG

THIS PERMIT SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE
UNLAWFUL IN THE STATE OF MISSISSIPPI.

HATTIESBURG POLICE DEPARTMENT
PRIVATE SECURITY AND INVESTIGATOR
CERTIFICATE OF PERMIT

DATE: 8/29/16 AMOUNT: \$50.00 Billed

ID: _____ NEW: ☒ RENEWAL: _____

ISSUED TO Elizabeth Haraldson

123 Sullivan Kilraire Rd. Lot 123 Hattiesburg, MS 39402
(RESIDENCE ADDRESS)

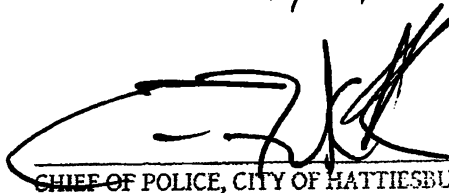
Allen Haraldson
(COMPANY)

RECEIPT IS ACKNOWLEDGED OF THE SUM OF \$ 50.00 FROM THE ABOVE NAMED
APPLICANT TO CONDUCT A PRIVATE SECURITY SERVICE AS REQUIRED BY ORDINANCE 2382, CITY OF
HATTIESBURG, MISSISSIPPI.

THIS PERMIT IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE MUNICIPAL LIMITS OF THE
CITY OF HATTIESBURG. THIS PERMIT IS ONLY VALID FOR THE PERIOD SPECIFIED BELOW:

BUSINESS LOCATION: 123 Sullivan Kilraire Rd. Lot 123

EFFECTIVE DATE: 8/29/16 EXPIRATION DATE: 8/29/17



CHIEF OF POLICE, CITY OF HATTIESBURG

THIS PERMIT SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE
UNLAWFUL IN THE STATE OF MISSISSIPPI.

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Global Security Co.



Given this the 26th day of February, Two Thousand
and Seventeen, in the Capital City of Jackson,
Mississippi under my Hand and Seal,

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
Secretary of State



City of Hattiesburg, MS

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

FILE NUMBER: 2017-456

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize Mayor to execute agreement with Wendelta Property Holdings, LLC, and Acknowledge receipt of deed.

Title: Approve and authorize Mayor to execute agreement with Wendelta Property Holdings, LLC in the amount of \$80,000.00 and Acknowledge receipt of deed from Wendelta Property Holdings, LLC, of a parcel of land in Lamar County as described in Deed (attached) for the Lake Forgetful Road Project Expansion.

Type: Action Item

Drafter: Kimberly
Phillips

In Control: City Council

Reference: Lamar
Rutland

Attachments: Warranty Deed, Partial Release and Subordination of
Deed, Agreement

File
Created: 05/26/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

Prepared by and Return to:

Robert T. Jackson, Jr.
MSB #09377
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Phone: (601) 545-4540

Grantor Address:

Wendelta Property Holdings, LLC
a Mississippi limited liability company
263 Wagner Place
Memphis, TN 38103
Phone: () _____

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF LAMAR

INDEXING INSTRUCTIONS:

Pt SW ¼ SE ¼, Section 10, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, Wendelta Property Holdings, LLC, a Mississippi limited liability company and successor by merger to Wenstar Properties, LLC, hereby grants, bargains, sells, conveys and warrants unto the City of Hattiesburg, Mississippi, a municipal corporation, Grantee, the following described land:

Legal Description - Right Of Way:

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 741.00 feet, thence run West for 553.25 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin representing the Point of Beginning (POB1), said Point being on the East Right Of Way Line of Lake Forgetful Road; thence run N19°44'30"W and along said East Right Of Way Line for 7.44 feet, thence run along an Arc to the Right and along said East Right Of Way Line for 93.15 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 725.35 feet, a Chord Bearing of N16°00'10"W, and a Chord Distance of 93.09 feet, thence run N12°21'48"W and along said East Right Of Way Line for 66.50 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 109.54 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 1,010.77 feet, a Chord Bearing of N09°17'33"W, and a Chord Distance of 109.49 feet, thence run N06°13'18"W and along said East Right Of Way Line for 32.40 feet to a $\frac{1}{2}$ Inch Rebar on the South Right Of Way Line of U.S. Highway 98, thence run N80°28'22"E and along said South Right Of Way Line for 8.07 feet to a $\frac{1}{2}$ Inch Rebar, thence run S08°20'46"E for 25.69 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Left for 205.62 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 2,402.30 feet, a Chord Bearing of S10°47'53"E, and a Chord Distance of 205.56 feet, thence run S13°15'01"E for 47.22 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Left for 28.18 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of S16°30'58"E, and a Chord Distance of 28.18 feet, thence run S63°11'31"W for 6.08 feet to the Point of Beginning, comprising 0.07 Acres (2,890 Sq. Ft.), more or less.

and also, for the same consideration, a perpetual easement and right-of-way for the sole purpose of public storm water treatment, detention, and conveyance including construction, grading, maintenance, repair, and reconstruction of surface or subsurface storm drainage, piping, supporting and/or appurtenant structures, and planting or removing vegetation, over, across, in and through the real property owned by Grantor described as follows:

Legal Description - Easement:

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 741.00 feet, thence run West for 553.25 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, said Point being on the East Right Of Way Line of Lake Forgetful Road; thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB2), thence run along an Arc to the Right for 28.18 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of N16°30'58"W, and a Chord Distance of 28.16 feet, thence run N13°15'01"W for 47.22 feet to a $\frac{1}{2}$ Inch Rebar, thence run S67°21'36"E for 102.65 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, thence run along an Arc to the Left for 28.81 feet to a $\frac{3}{4}$ Inch Crimp Top Iron Pin, said Arc having a Radius of 95.00 feet, a Chord Bearing of S71°58'27"W, and a Chord Distance of 28.70 feet, thence run S63°11'31"W for 54.48 feet to the Point of Beginning, comprising 0.07 Acres (2,890 Sq. Ft.), more or less.

Grantor understands and agrees for itself, its successors and assigns not to cause or allow the construction or placement of any building, structure (but not including paving similar to existing paving), debris, or objects nor allow any activity that is detrimental to vegetation establishment and preservation in or upon the easement conveyed without the prior written consent of Grantee, which may be granted or allowed in Grantee's reasonable discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building, structure, debris, or objects so placed in or upon the easement conveyed without Grantee's consent and that Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed.

Grantor further agrees for itself, its heirs, successors and assigns that it shall not disturb or allow the disturbance of the subjacent or lateral support of the area conveyed. Grantor shall have access to the easement from Lake Forgetful Road and shall not have the right to cross Grantor's other property to gain access to the easement.

The Grantor herein further warrants that the above described property is no part of a homestead.

Grantor reserves the right to use the surface of the easement for any purposes not inconsistent with Grantee's rights herein, including parking and vehicular and pedestrian ingress and egress. Grantee covenants not to construct any improvements above ground level that would interfere with parking, and vehicular or pedestrian access, to Grantor's building, or circulation of traffic around the building.

Grantor's warranty of title is subject to ad valorem taxes for 2017; title to minerals in, on, and under the subject property of any kind or nature, including oil and gas, and any documents properly recorded and indexed in the office of the Chancery Clerk of Lamar County, Mississippi.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, its heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever, but not including claims for breach of the terms of this instrument.

Grantee agrees not to cross the property of Grantor to access the easement conveyed herein, but to access the easement by Lake Forgetful Road.

Grantor conveys the interest herein without any representation of or warranty of any kind or nature, including any representation of compliance with environmental laws.

Grantee's rights are subject to an Agreement between Grantor and Grantee dated as of even date herewith.

WITNESS THE SIGNATURE of the Grantor on this, the 16th day of May, 2017.

Wendelta Property Holdings, LLC
a Mississippi limited liability company
successor in interest to Wenstar Properties, LP
a Mississippi limited partnership

By: Carlisle, LLC
a Tennessee limited liability company
Its: Manager

By: 
Print Name: Louis Jehl
Manager CFO & Secretary

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of May, 2017, within my jurisdiction, the within named Louis Jehl, who acknowledged that (he) (she) is the ~~manager~~ SEB of Carlisle, LLC, a Tennessee manager-managed limited liability company, who further acknowledge that Carlisle, LLC, is the manager of Wendelta Property Holdings, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of the said Carlisle, LLC, as ~~manager~~ SEB of said Carlisle, LLC, and as the act and deed of said Carlisle, LLC, as manager of said Wendelta Property Holdings, LLC, and as the act and deed of said Wendelta Property Holding, LLC, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said Carlisle, LLC, and said Wendelta Property Holdings, LLC, so to do.

Susan B McDonald
(NOTARY PUBLIC)

My commission expires:
4/07/19



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Arrington, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

INDEXING INSTRUCTIONS:

Part of the SW ¼ SE ¼ of Section 10, T4N, R 14W
City of Hattiesburg
Lamar County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAMAR

**PARTIAL RELEASE AND SUBORDINATION OF DEED OF TRUST, SECURITY AGREEMENT,
FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS**

FOR A GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned **Bank of America N.A.**, as Administrative Agent (the "Agent"), the beneficiary in that certain Deed of Trust, executed by **Wenstar Properties, L.P., and Wendelta Properties, L.P.**, in favor of Agent, and recorded in the Land Deed of Trust Books in the Office of the Chancery Clerk of Lamar County, Mississippi, as follows:

Book 610 at Page 32, dated 4/21/2001,

Amended as follows:

Book 720 at Page 116, dated 12/9/2002
Book 871 at Page 306, dated 11/24/2004
Book 906 at Page 193, dated 6/20/2005
Book 1143 at Page 469
Book 1266, at Page 594 (as so amended, the "Deed of Trust")

As well as that certain UCC Financing Statement, to the extent it secures personal property or fixtures located on or attached to the real property described below, filed of record in the Office of the Chancery Clerk of Lamar County, Mississippi, as follows:

Book 906 at 206
Continued at Book 1210 at Page 761

City of Hattiesburg
Lake Forgetful Road Project
County Tax Parcel Nos. 052R-10-030.00

does hereby release from the lien of said Deed of Trust and said UCC Filing the following described property, to-wit:

Legal Description - Right Of Way:

A por. of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 741.00 feet, thence run West for 553.25 feet to a $\frac{3}{8}$ Inch Crimp Top Iron Pin representing the Point of Beginning (POB1), said Point being on the East Right Of Way Line of Lake Forgetful Road; thence run N19°44'38"W and along said East Right Of Way Line for 7.44 feet, thence run along an Arc to the Right and along said East Right Of Way Line for 93.15 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 725.35 feet, a Chord Bearing of N16°00'10"W, and a Chord Distance of 93.09 feet, thence run N12°21'48"W and along said East Right Of Way Line for 66.50 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Right and along said East Right Of Way Line for 109.54 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 1,010.77 feet, a Chord Bearing of N09°17'33"W, and a Chord Distance of 109.49 feet, thence run N06°13'18"W and along said East Right Of Way Line for 32.40 feet to a $\frac{1}{2}$ Inch Rebar on the South Right Of Way Line of U.S. Highway 95, thence run N80°28'22"E and along said South Right Of Way Line for 8.07 feet to a $\frac{1}{2}$ Inch Rebar, thence run S08°20'48"E for 25.69 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Left for 205.62 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 2,402.30 feet, a Chord Bearing of S10°47'53"E, and a Chord Distance of 205.56 feet, thence run S13°15'01"E for 47.22 feet to a $\frac{1}{2}$ Inch Rebar, thence run along an Arc to the Left for 28.18 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of S16°30'58"E, and a Chord Distance of 28.16 feet, thence run S63°11'31"W for 6.08 feet to the Point of Beginning, comprising 0.07 Acres (2,890 Sq. Ft.), more or less.

Additionally, Agent hereby agrees that the lien of of the Deed of Trust and UCC Filing are hereby made subordinate to the easement granted by Wendelta Property Holdings, LLC over the below described property pursuant to that certain Warranty Deed executed in favor of the City of Hattiesburg and recorded contemporaneously herewith.

Legal Description - Easement:

A por. of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Commencing at a 4" x 4" Concrete Monument representing the Southeast Corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, thence run North for 741.00 feet, thence run West for 553.25 feet to a $\frac{3}{8}$ Inch Crimp Top Iron Pin, said Point being on the East Right Of Way Line of Lake Forgetful Road; thence run N63°11'31"E for 6.08 feet to a $\frac{1}{2}$ Inch Rebar representing the Point of Beginning (POB2), thence run along an Arc to the Right for 28.18 feet to a $\frac{1}{2}$ Inch Rebar, said Arc having a Radius of 247.20 feet, a Chord Bearing of N16°30'58"W, and a Chord Distance of 28.16 feet, thence run N13°15'01"W for 47.22 feet to a $\frac{1}{2}$ Inch Rebar, thence run S67°21'36"E for 102.65 feet to a $\frac{3}{8}$ Inch Crimp Top Iron Pin, thence run along an Arc to the Left for 28.81 feet to a $\frac{3}{8}$ Inch Crimp Top Iron Pin, said Arc having a Radius of 95.00 feet, a Chord Bearing of S71°58'27"W, and a Chord Distance of 28.70 feet, thence run S63°11'31"W for 54.48 feet to the Point of Beginning, comprising 0.07 Acres (2,900 Sq. Ft.), more or less.

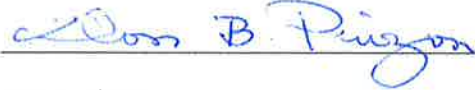
The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warrant to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes and the granting of an easement in connection therewith.

As to the remainder of the property described in the said Deed of Trust, and said UCC Filing, the lien is to remain in full force and effect.

City of Hattiesburg
Lake Forgetful Road Project
County Tax Parcel Nos. 052R-10-030.00

WITNESS THE SIGNATURE of the undersigned, Don B. Pinzon, Vice President, of **Bank of America, N.A.**, as Administrative Agent on this, the 24th day of APRIL, A.D., 2017.

Bank of America, N.A., as Administrative Agent

BY: 

PRINT: Don B. Pinzon

TITLE: Vice President

STATE OF New York
COUNTY OF New York

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24th day of April, 2017, the within named DON B. PINZON, who acknowledged that he/she is VICE PRESIDENT of Bank of America N.A., a national banking association and that for and on behalf of said banking association, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires: 5/24/18

PALEY CHEN
Notary Public - State of New York
No. 01CH6222504
Qualified in New York County
My Commission Expires May 24, 2018

AGREEMENT

This contract (hereinafter the "Agreement"), is made and entered into this 16 day of May, 2017, by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called "the City") located at 200 Forrest Street, Hattiesburg, Mississippi 39401, and Wendelta Property Holdings, LLC, a Mississippi limited liability company, successor by merger to WENSTAR PROPERTIES, LLC, a Mississippi Limited Liability Company, 263 Wagner Place, Memphis, Tennessee 38103 (hereinafter "Wenstar").

WHEREAS, Wenstar intends to dedicate a right-of-way, including a drainage easement, to the City;

WHEREAS, in order to lessen the cost and inconvenience of the dedication and the construction of the roadway expansion, the parties to this Agreement have made other agreements regarding fixtures and drainage which are memorialized in this Agreement;

NOW THEREFORE, in exchange for mutual consideration, the sufficiency of which is stipulated, the parties hereby agree as follows:

1. Land Development Setbacks

Wenstar's dedication of right-of-way to the City will result in a reduction of space currently constituting a green space for purposes of setback requirements. Upon construction of the planned roadway, the setback area will be reduced in a manner which would create a non-conforming lot. The City agrees that neither Wenstar, nor any successor owner of the Wenstar parcel, will be required to conform to setbacks based on the new/widened roadway. Instead, setback determinations will be based on the location of the roadway as it exists on the date of this agreement.

2. Access and Ownership of Certain Fixtures

There are two (2) light poles located in the right-of-way to be dedicated by Wenstar to the City. The parties agree that the light poles remain the property of Wenstar (or its lessee), and Wenstar shall have the right to maintain, repair and replace the light poles in their current location. Wenstar's right runs with the land so long as the lights remain. The parties agree that Wenstar may remove the light poles if doing so would not cause damage to the dedicated right-of-way. Wenstar agrees to indemnify and hold the City harmless for any damages or liabilities incurred by the City arising out of the existence or operation of the light poles.

3. Access to Wendy's

The Parties agree that the construction of improvements to Lake Forgetful Road may result in temporary restricted access to the Wendy's location from Lake Forgetful Road during construction, including periods during which there may be no access to Wendy's from Lake Forgetful Road. Wenstar releases the City (and its contractors, engineers, and agents) from any and all liability associated with limitations of access to the Wendy's location from Lake Forgetful Road during the construction period (which period may be extended or amended in the sole discretion of the City).

At all times during construction, the City will maintain and not unreasonably interfere with the circulation of vehicular traffic around the Wendy's store and to and from Highway 98. Wenstar agrees to limit its remedy for breach of this provision to injunctive relief.

4. Payment

The City is paying Wenstar \$80,000 for the land and easement being conveyed.

5. General Conditions

Additional Actions.

Each party covenants to the other that it will use commercially reasonable efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

Waiver, Modification and Amendment.

No provision hereof may be waived unless in writing and signed by the party whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein (whether similar or not), nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Mississippi, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than the State of Mississippi. Either party may seek an injunction to enforce or enjoin the breach of the Agreement. Any other controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association ("AAA") in Forrest County, Mississippi, administered

by a single arbitrator to selected by the mutual agreement of the City and Lake Forgetful Properties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be commenced when one party serves a written demand for arbitration on the other party. If the parties are not able to select the one mutually agreeable neutral arbitrator within 10 days of any written demand for arbitration, AAA shall select the one neutral arbitrator. In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Any action or proceeding subsequent to any award rendered by the arbitrator in the dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in Forrest County, Mississippi, and Mississippi law shall apply in any such subsequent action or proceeding. The reasonable attorney fees in said legal proceedings of the prevailing party shall be paid by the non-prevailing party.

Severability.

In the event that any term or provision of this Agreement contradicts any term or provision of any other document, instrument or agreement between the parties, the terms of this Agreement shall control. If any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from all other provisions of this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

Entire Agreement.

It is expressly understood and agreed that this Agreement constitutes the entire understanding and agreement between the parties hereto, and supersedes and replaces all prior negotiations, agreements or understandings between the parties, whether written or oral, in each case relating to the subject matter hereof. This Agreement may not be modified by the parties except by written instrument duly executed by each party. Each of the parties acknowledges and represents that no other party or agent or attorney of any other party has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement. Each party acknowledges and represents that it has not executed this Agreement in reliance upon any promise, representation or warranty whatsoever not expressly set forth in this Agreement.

Representations of Authority.

The persons signing below each represent and warrant that they have the authority to enter into this Agreement on behalf of the party on whose behalf they so sign.

Rights and Remedies Cumulative.

The rights and remedies provided for in this Agreement or by law shall, to the extent permitted by law, be cumulative.

Counterparts.

This Agreement may be signed in multiple counterpart copies, each of which shall constitute an original, with the same force and effect as if each of the parties hereto has signed a single instrument.

Fees and Costs.

Each party acknowledges that it is responsible for its own attorneys' fees and costs and that the other party is not responsible for a party's costs and fees.

Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective agents, employees, owners, heirs, successors and assigns.

WITNESS THE SIGNATURE of the parties on this, the 16 day of May, A.D., 2017.

Wendelta Property Holdings, LLC
a Mississippi limited liability company
successor in interest to Wenstar Properties, LP
a Mississippi limited partnership

By: Carlisle, LLC
a Tennessee limited liability company
Its: Manager

By: 
Print Name: Louis Fehl
Manager: CFO + Secretary

City of Hattiesburg
a Municipal Corporation

By: _____

Print Name: _____

Its: _____

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of May, 2017, within my jurisdiction, the within named Louis Jehl, who acknowledged that (he) (she) is the CFB manager of Carlisle, LLC, a Tennessee manager-managed limited liability company, who further acknowledged that Carlisle, LLC, is the manager of Wendelta Property Holdings, LLC, a Mississippi CFB manager-managed limited liability company, and that for and on behalf of the said Carlisle, LLC, as CFB manager of said Carlisle, LLC, and as the act and deed of said Carlisle, LLC, as manager of said Wendelta Property Holdings, LLC, and as the act and deed of said Wendelta Property Holding, LLC, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said Carlisle, LLC, and said Wendelta Property Holdings, LLC, so to do.

Susan B McDonald
(NOTARY PUBLIC)

My commission expires:

4/07/19



STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this the ____ day of _____, 2017, within my jurisdiction, the within named _____, who acknowledged that he/she is (Title) of the City of Hattiesburg, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and that as its act and deed he/she executed the above and foregoing instruments, after first having been duly authorized by said municipal corporation so to do.

(NOTARY PUBLIC)

My commission expires:



City of Hattiesburg, MS

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

FILE NUMBER: 2017-451

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize Mayor to execute in triplica

Title: Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Wanda Watts of 507 Miller Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Type: Action Item

Drafter: Kevin Jordan

In Control: City Council

Reference: La'Keylah White

Attachments: Housing Repair Grant Award - 507 Miller Street

File Created: 05/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 16th day of May, 2017 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Wanda Watts of 507 Miller Street, hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **507 Miller Street** Project by COHCD, said work to be performed on the structure(s)/property located at **507 Miller Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **One hundred dollars (\$100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Ten Thousand Dollars and 00/100 (\$10,000.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **507 Miller Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2017.

Wanda Watts Date

Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: June 6, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. _____ I hereby agree to occupy the home to be repaired for a period of not less than **three (3) years** after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3) year** affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3) year** affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Wanda Watts of 507 Miller Street**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2017.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Wanda Watts of 507 Miller Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 6th day of June, 2017.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: June 6, 2017

Date: _____

Attest: _____
City Clerk

Attest: _____



City of Hattiesburg, MS

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

FILE NUMBER: 2017-474

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Supp. Agreement No. 1 COMSWIP Water IV

Title: Approve Supplemental Agreement No. 1 with C.B. Developers, Inc. for the COMSWIP Water Improvements Phase IV - Miscellaneous Connections increasing the contract amount \$4,883.00; Authorize Mayor to execute in quadruplicate.

Type: Action Item

Drafter: Sharon Waits

In Control: City Council

Reference:

Attachments: Supp No 1 COMSWIP Water IV

File Created: 05/31/2017

Budget Information: 105695.7245.53

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Engineering Progress

May 26, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: COMSWIP Water Improvements Phase IV – Misc. Water Connections
City of Hattiesburg

Dear Lamar,

Enclosed please find four (4) copies of Supplemental Agreement No.1 for the above referenced project in the amount of \$4,883.00. Please have the Mayor execute and return the signed copies to our office.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ivy Riley'.

Ivy Riley
Project Manager

/ir

Enclosures

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

G:\PROJECTS\Hattiesburg_City of\1273-W009 - COMSWIP Water Improvements Phase IV-Misc Water Connections\Corres\1273-W009_Hburg_Supp_Agree_Trans.docx

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV –
MISCELLANEOUS CONNECTIONS
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C.B Developers, Inc. Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 12th Day of January, 2017 for the Comprehensive Water Improvements Phase IV – Miscellaneous Connections.

WHEREAS: It is proposed that the following items be replaced in the contract documents.

In reference to Site No. 1, the Contractor is required to upgrade the existing water line using the “bore” technology. The Contractor agreed to install the bore for the price of \$33,508.35.

Site 1 – Old Highway 42 By Pass

The following items will be **removed**.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	8” Class 350 Ductile Iron Water Pipe (Open Cut)	LF	600	\$34.01	\$20,406.00
5	Concrete Pavement Repair (All Depths)	SY	85	\$58.75	\$4,993.75
6	Asphalt Pavement Repair (All Depths)	SY	100	\$72.86	\$7,286.00
7	Concrete Curb and Gutter (All Types)	EA	10	\$82.26	\$822.60

Total Deducted: \$33,508.35

The following item will be **added**.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
12	10” SDR-11 HDPE (Bored) (Concrete, Asphalt, and Concrete Curb & Gutter)	LS	1	\$33,508.35	\$33,508.35

Total Revised: \$33,508.35

Site 4 – Walnut Street

The following items will be added as result of unknown water meters located on-site.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
9	6" X ¾" Service Reconnect (Curb, Corp, Saddle, Box)	EA	2	\$472.00	\$944.00
10	¾" Service Tubing (Curb, Corp, Saddle, Box)	LF	130	\$11.98	\$1,557.40
Total Increase: \$2,501.40					

Site 6 – Arledge Street

The following items will be added as result of unknown water meters located on-site.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
10	6" X ¾" Service Reconnect (Curb, Corp, Saddle, Box)	EA	2	\$472.00	\$944.00
11	¾" Service Tubing (Curb, Corp, Saddle, Box)	LF	120	\$11.98	\$1,437.60
Total Increase: \$2,381.60					

Total Original Construction Contract Deducted: \$33,508.35

Total Revised per Site No. 1: \$33,508.35

Sub-total Construction Contract per Site No. 4 Increase: \$2,501.40

Sub-total Construction Contract per Site No. 6 Increase: \$2,381.60

Total Construction Contract Increase: \$4,883.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc. Contractor and Arch Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 201_

C.B. Developers, Inc.

Arch Insurance Company

By: _____
Contractor

By: _____
Surety

Witness: _____

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____



City of Hattiesburg, MS

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

FILE NUMBER: 2017-475

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Supplemental Agreement No. 1 with Thompson

Title: Approve Supplemental Agreement No. 1 with Thompson Brothers Drilling, Inc. (contractor), and SureTec Insurance Company (surety) for the Wesley WTP Well contract, increasing the contract amount \$12,950.00; Authorize Mayor to execute in quadruplicate.

Type: Action Item

Drafter: Sharon Waits

In Control: City Council

Reference:

Attachments: Supp No 1 Wesley WTP Well

File Created: 05/31/2017

Budget Information: 105695.7245.09

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Engineering Progress

May 26, 2017

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: 1500 GPM Wesley WTP Well
City of Hattiesburg

Dear Lamar,

Enclosed please find four (4) copies of Supplemental Agreement No.1 for the above referenced project in the amount of \$12,950.00. Please have the Mayor execute and return the signed copies to our office.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John T. Weeks', written over a horizontal line.

John T. Weeks, P.E.
Project Engineer

/ir

Enclosures

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

G:\PROJECTS\Hattiesburg_City of\1273-W006 - Wesley WTP Well\Corres\1273-W006_Hburg_Supp. Agree. Trans.docx

WESLEY WTP WELL
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, Thompson Brothers Drilling, Inc. Contractor and SureTec Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 13th Day of October, 2016 for the Wesley WTP Well.

WHEREAS: It is proposed that the following items be added to the contract documents.

In reference to the Inspection held on April 4, 2017, the following items were found to be needed and/or working improperly; therefore, these items will be added to the Construction Contract to ensure that the operation of the existing Wesley Treatment Plant is in compliance with the Mississippi Department of Health's (MSDH) regulations.

The following item will be added.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
10	Detention Pond (Unclog & Drain)	EA	1.0	\$3,000.00	\$3,000.00
11	48" X 96" Cylinder Chlorine Lift (OSHA & ANSI Approved)	EA	1.0	\$9,950.00	\$9,950.00

Total Over-run of original construction contract is \$12,950.00

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Thompson Brothers Drilling, Inc. Contractor and SureTec Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 26th day of May, 2017

Thompson Brothers Drilling, Inc.

SureTec Insurance Company

By: Burt Walter
Contractor

By: _____
Surety

Witness: John V. Thompson

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____



City of Hattiesburg, MS

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

FILE NUMBER: 2017-452

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Amendment to the Emergency Repair agreemen

Title: Approve Amendment to the Emergency Repair agreement with Habitat for Humanity (found at MB 2016-2305) to extend the term of the agreement to August 31, 2017, allowing for the completion of tasks underway and the expenditure of funds remaining under the agreement, and Authorize the Mayor to execute agreement in triplicate for same. {Entitlement CDBG}

Type: Action Item

Drafter: Clare
nce Williams

In Control: City Council

Reference: La
'Keylah White

Attachments: Letter from Habitat for Humanity requesting an Extension,
Amended Agreement for Emergency Repair Program with Habitat for Humanity.

File
Created: 05/2
4/2017

Budget Information:

Expenditure
Type:

Purchasing Item:

Publication
Information:

History of Legislative File



May 8, 2017

The City of Hattiesburg
State & Federal Programs
Community Development Block Grants
Mr. Clarence P. Williams

Whereas the agreement between the City of Hattiesburg and Hattiesburg Area Habitat for Humanity expired September 30, 2016, but Hattiesburg Area Habitat for Humanity has one remaining project still pending, Hattiesburg Area Habitat for Humanity requests that said agreement be extended through August 31, 2017.

Remaining Project:

Reveita Moore, 206 South 14th Avenue, Hattiesburg, MS 39401 Roof Repair

This scope of work has been submitted, and Hattiesburg Area Habitat for Humanity is awaiting approval to complete the work.

A handwritten signature in black ink, appearing to read "M. Pascarella", written over a faint, dotted grid background.

Michael Pascarella, Executive Director

PO Box 1092
5191 Hwy 42
Hattiesburg, MS 39403
p (601) 582 - HOME
f (601) 582-8282
www.hattiesburg-habitat.org

Building lives, one home, one family, one community at a time.

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT
BASIC REHABILITATION/EMERGENCY REPAIR PROGRAM (HOUSING)
HABITAT FOR HUMANITY
SUBRECIPIENT AGREEMENT AMENDMENT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 6th day of June, 2017 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Habitat for Humanity (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5191 Highway 42) for an amount not to exceed **\$10,000.00 per project for a minimum of three (3) projects, and not to exceed a total amount of \$30,000 for the period covered in this agreement. For the purposes of this agreement, project is defined as an emergency repair as defined by the City of Hattiesburg's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Program Manual (Section III, (A & C)), and performed on a single-family owner-occupied dwelling.** This agreement shall terminate on or before the 31st day of August, 2017, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: The City's Emergency Repair Program {Entitlement}

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF SERVICE

A. Activities

The Subrecipient will procure and/or provide all skilled and unskilled labor in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient's use of these funds shall be limited to the procurement of materials and services needed in performing eligible Basic Rehabilitation and or emergency repairs for eligible applicants, as well as a payment of 10% per project (Project Delivery fee), payable to the subrecipient upon successful completion of each unit. Activities in such program must be eligible under the Community Development Block Grant Program. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary.

Program Delivery

The Subrecipient will provide labor, whether paid or volunteer, to execute repairs on single-family owner-occupied homes, within the scope of its mission using standard materials necessary in eliminating the conditions that are deemed an immediate threat to the health, safety, or welfare of the occupants.

The Subrecipient will collect applicant information on Grantee-provided forms and determine eligibility for assistance. Applications will be forwarded to the Grantee for final verification of eligibility. For eligible projects, the Subrecipient will provide case management and the City of Hattiesburg will reimburse up to \$10,000 per project for associated expenses, including a flat fee of \$500.00 for project delivery. Project Delivery fee may not exceed fifteen percent (15%) of the total Subrecipient project cost for any project, and the Grantee will make reduction to the fee as necessary. The Subrecipient may forgo the project delivery fee if it wishes to apply those funds to project costs.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
Basic Rehabilitation or Emergency repairs to single-family owner-occupied homes within the city limits	June 6, 2017 – August 31, 2017

Completion of 3rd Project and Submission of Final Report	August 31, 2017
--	------------------------

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 6th day of June, 2017, and end on the 31st day, August, 2017. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

City of Hattiesburg, Mississippi

Habitat for Humanity

By: _____
Johnny L. DuPree, Mayor

By: _____
Michael Pascarella,

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

Date: _____

Date: _____



City of Hattiesburg, MS

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

FILE NUMBER: 2017-477

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt a resolution authorizing the application, ac

Title: Adopt a resolution authorizing the application, acceptance and execution of a certain loan agreement with the Economic Development Administration committing \$875,500 or 50 percent in matching dollars to the final cost of an economic development project in the City of Hattiesburg.

Type: Resolution

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: RES - EDA Award Agreement

File Created: 06/05/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION

WHEREAS, the City of Hattiesburg authorizes the application, acceptance, and execution of a certain grant agreement with the Economic Development Administration (EDA) for an economic development project in the City of Hattiesburg; and,

WHEREAS, the City of Hattiesburg will commit \$857,500 or 50 percent in matching dollars to the final project cost;

NOW, THEREFORE, LET IT BE KNOWN, that the City Council authorizes the Mayor of the City of Hattiesburg to execute this award agreement with EDA, this the 6th day of June, A.D., 2017.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted this the 6th day of June, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of June, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

FILE NUMBER: 2017-478

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Monday, July 3, 2017, as an additional Ind

Title: Approve Monday, July 3, 2017, as an additional Independence Day holiday, as proclaimed by the Governor of the State of Mississippi.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: July 3, 2017 Holiday, Governor's Proclamation

File Created: 06/05/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7, Independence Day, the fourth day of July, is declared a legal holiday in the State of Mississippi; and

WHEREAS, during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Tuesday, July 4, 2017, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Monday, July 3, 2017, in further observance of Independence Day.



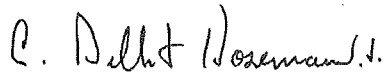
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of May in the year of our Lord, two thousand and seventeen, and of the Independence of the United States of America, the two hundred and forty-first.



PHIL BRYANT
GOVERNOR

BY THE GOVERNOR



C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE



City of Hattiesburg, MS

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

FILE NUMBER: 2017-467

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt and accept term bids for Water

Title: Acknowledge receipt and accept term bids for Water Dept. opened on February 9, 2017 for Item #11 Chlorine Gas and Item #12 Sodium Fluorasilicate and Sodium Fluoride per the recommendation in the attached memo.

Type: Action Item

Drafter: Darnelle
Larremore

In Control: City Council

Reference:

Attachments: Specs for Term Bid Items #11 & #12, Item 11 - Chlorine Gas-DPC Enterprises, Item #12-Sod Fluorasilicate & Sod Flouride-Industrial Chemical, Memo-Water Dept Term Bids Recommendations

File Created: 05/30/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150 pound and one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

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 unit(s) of measure listed. Failure to comply will automatically disqualify bid from disqualification 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 on April 1, 2017, and ending March 31, 2018, items to be purchased as required.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Richburg Tank	2221 S 40 th Avenue
Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
Turner Road Wells and Tank	135 J. Ed Turner Drive
Booster Station @ Industrial Tank	Tatum Blvd.
Lake Estates	1101 Lake Estates Drive
(two wells and tank)	Booster Station Lincoln Rd

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2017 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 –handed corner **EXACTLY** as follows:

**BID
CHLORINE GAS IN 150 LB AND 1 TON CONTAINERS
HATTIESBURG WATER DEPARTMENT, ITEM #11
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2017**

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 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 17th day of January A. D., 2017

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

DIRECTOR, WATER DEPARTMENT

**ITEM# 11 CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT**

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)		
CHLORINE-1 TON CONTAINERS (PRICE PER 1 TON CONTAINER)		

NAME OF COMPANY

STREET ADDRESS OR POST OFFICE BOX

CITY, STATE, ZIPCODE

PHONE NUMBER

FAX NUMBER

DATE OF BID

SIGNATURE OF OFFICIAL COMPANY REPRESENTATIVE

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 16, 2017, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Water Department beginning on April 1, 2017 and ending March 31, 2018, to-wit:

ITEM #11 CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS

ITEM #12 SODIUM FLUORASILICATE AND SODIUM FLUORIDE

The above shall bid upon and deliver 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 17th day of January, 2017.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #12: SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorosilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorosilicate, $\text{Na}_2 \text{SiF}_6$ powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flatbed trailer to accommodate use of a ground level forklift for unloading pallets.

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 on April 1, 2017, and ending March 31, 2018, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2016 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
SODIUM FLUORASILICATE AND SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #12
SUBMITTED BY 10:00 A.M. February 16, 2017

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 17TH day of January, 2017.

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT DIRECTOR

ITEM #12 - SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE
HATTIESBURG WATER DEPARTMENT

ITEM	UNIT	PRICE
SODIUM FLUORASILICATE 50 LB. BAGS (PRICE PER 50 LB BAG)		
SODIUM FLUORIDE 50 LB. BAGS (PRICE PER 50 LB BAG)		

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

SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE CITY OF HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150 pound and one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

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 unit(s) of measure listed. Failure to comply will automatically disqualify bid from disqualification 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 on April 1, 2017, and ending March 31, 2018, items to be purchased as required.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Richburg Tank	2221 S 40 th Avenue
Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
Turner Road Wells and Tank	135 J. Ed Turner Drive
Booster Station @ Industrial Tank	Tatum Blvd.
Lake Estates	1101 Lake Estates Drive
(two wells and tank)	Booster Station Lincoln Rd

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2017 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 -handed corner **EXACTLY** as follows:

**BID
CHLORINE GAS IN 150 LB AND 1 TON CONTAINERS
HATTIESBURG WATER DEPARTMENT, ITEM #11
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2017**

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 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 17th day of January A. D., 2017

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

DIRECTOR, WATER DEPARTMENT

ITEM# 11 CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	\$87.00	\$87.00 each
CHLORINE-1 TON CONTAINERS (PRICE PER 1 TON CONTAINER)	\$374.00	\$374.00 each

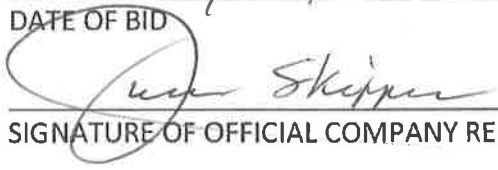
DPC Enterprises, L.P.
NAME OF COMPANY

P.O. Box 11447
STREET ADDRESS OR POST OFFICE BOX

Chickasaw, AL. 36671
CITY, STATE, ZIPCODE

866 344 2781 251 457 1334
PHONE NUMBER FAX NUMBER

February 16, 2017
DATE OF BID


SIGNATURE OF OFFICIAL COMPANY REPRESENTATIVE

SPECIFICATIONS FOR ITEM #12: SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorosilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorosilicate, Na_2SiF_6 powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flatbed trailer to accommodate use of a ground level forklift for unloading pallets.

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 on April 1, 2017, and ending March 31, 2018, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 9, 2016 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

**SODIUM FLUORASILICATE AND SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #12
SUBMITTED BY 10:00 A.M. February 9, 2017**

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 17th day of January, 2017.

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

Chad Fries
WATER DEPARTMENT DIRECTOR

ITEM #12 - SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE
HATTIESBURG WATER DEPARTMENT

ITEM	UNIT	PRICE
SODIUM FLUORASILICATE 50 LB. BAGS (PRICE PER 50 LB BAG)	.65/lb	32.50/bag
SODIUM FLUORIDE 50 LB. BAGS (PRICE PER 50 LB BAG)	1.01/lb	50.50/bag

Industrial Chemicals, Inc

NAME OF COMPANY

2042 Montreat Dr (35216) PO Box 660688

STREET/P.O. ADDRESS

Birmingham, AL 35266-0688

CITY/STATE & ZIP CODE

205.823.7330

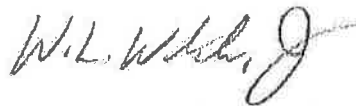
PHONE NUMBER & FAX NUMBER

February 3, 2017

DATE OF BID

W.L. Welch, Jr President

OFFICIAL'S NAME & TITLE



OFFICIAL'S SIGNATURE



Mayor
Johnny L DuPree, Ph.D.

Council – Ward 1
Kim Bradley

Council – Ward 2
Deborah Denard Delgado

Council – Ward 3
Carter Carroll

Council – Ward 4
Mary Dryden

Council – Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council
FROM: Chad Frierson, Director of Water Transmission
DATE: May 30, 2017
SUBJECT: Water Dept Chemical Term Bids

After review of the bids received from vendors on February 9, 2017 for purchase of required chemicals, it is my recommendation that the following actions be taken to accept bids for the following item.

Item #11: Chlorine Gas in 150 lb and One Ton Containers – Accept the bid of DPC Enterprises, L.P. as the only bid received.

Item #12: Sodium Fluorasilicate and Sodium Flouride in 50 lb bags – Accept the bid of Industrial Chemicals, Inc. as the only bid received.

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
WILMUT GAS
P.O. BOX 1648
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 3940
(601) 545-4826

CONSTRUCTION PLANS

FOR

GORDON'S CREEK REPAIR
BETWEEN HARDY STREET
& CAMP STREET

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

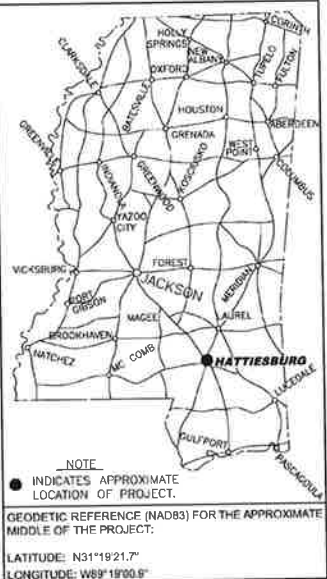


Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED SEWER STRUCTURES AND PIPE. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MAY 2017



DETAILED SHEET INDEX	
SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP, GENERAL NOTES & LEGEND
3	SUMMARY OF QUANTITIES
4	PROJECT LAYOUT
5	DETAILS
6	SWPPP
7	VEGETATION SCHEDULE
8	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
9	DETAILS OF SEDIMENT BARRIER APPLICATIONS
10	DETAILS OF SILT FENCE INSTALLATION
11	DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
6250	TRAFFIC CONTROL PLAN WITH FLAGGER



MAYOR
Johnny DuPree, Ph. D.

COUNCIL PERSONS
Carter Carroll, President
Mary Dryden, Vice President
Kim Bradley
Deborah Denard Delgado
Henry E. Naylor

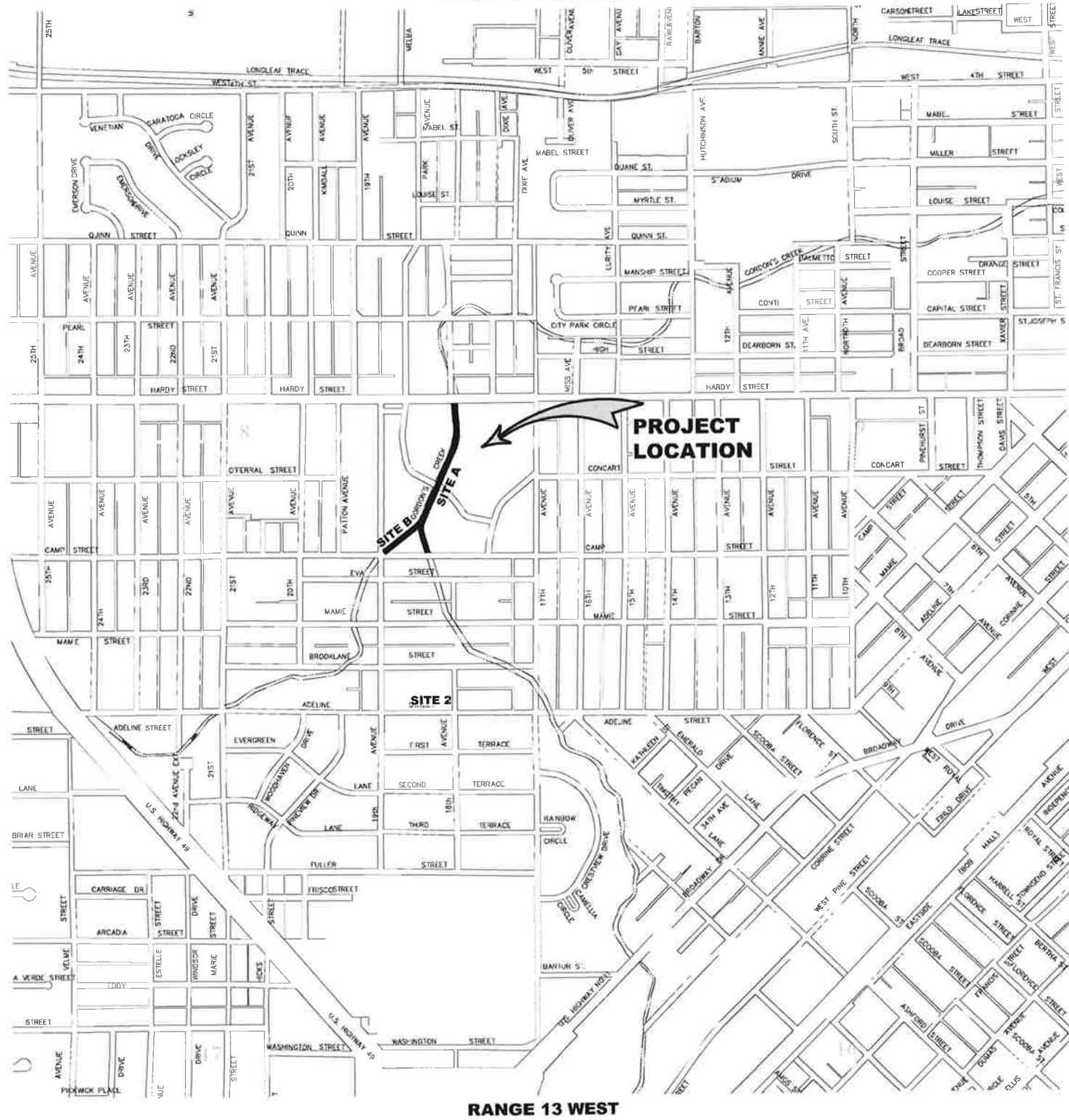
DIRECTOR OF ENGINEERING
Lamar Rutland, PE



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

Sheet No. 1
Drawing No. 11243

VICINITY MAP



GENERAL NOTES:

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE CONSTRUCTION LOCATION PROCESS.
3. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR CONSENT OF THE OWNER, HIS REPRESENTATIVE, OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
4. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL, LOCAL CODES AND PERMITS, AND ALL NECESSARY LICENSES SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.
5. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER, PRIOR TO USE, FOR APPROVAL.
6. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
9. ALL UNDERGROUND UTILITIES SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT.
10. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED, NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
11. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
12. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
13. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
14. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDING ACCORDING TO THE VEGETATION SCHEDULE IN THE PLANS.
15. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DIRECTED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
16. NO PIPE OR DRAINAGE STRUCTURE SHALL BE SET IN THE PRESENCE OF WATER.
17. ALL DRAINAGE PIPE SHALL BE REINFORCED CONCRETE PIPE AND REINFORCED CONCRETE ARCH PIPE AND OF SIZE AS NOTED ON THE PLANS, UNLESS OTHERWISE NOTED. ALL RCP AND RCAP SHALL BE CLASS III, MINIMUM.
18. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES ARE TO BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER (NOT A SEPARATE PAY ITEM).
19. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING AND GRUBBING REQUIRED FOR THIS PROJECT. ALL CLEARING AND GRUBBING/REMOVAL MATERIAL SHALL BE DISPOSED OFF SITE. OFF SITE DISPOSAL AREAS SHALL BE FURNISHED BY THE CONTRACTOR.
20. ALL EXCESS MATERIAL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE. (NO SEPARATE PAY)
21. AREAS WHICH REQUIRE MUCH EXCAVATION, SHALL BE BACK-FILLED WITH BORROW AND/OR UNCLASSIFIED MATERIAL AS DIRECTED BY THE CONSTRUCTION ACTIVITIES AND PAID UNDER BORROW AND/OR UNCLASSIFIED EXCAVATION ITEMS. NO SEPARATE PAY SHALL BE MADE FOR SAID BACK-FILL MATERIAL OR BACK-FILL OPERATION.
22. PRIOR TO THE BEGINNING OF ANY EXCAVATION IN PAVED AREAS, ALL EXISTING PAVEMENT SHALL BE REMOVED TO THE NEAREST JOINT AS DIRECTED BY THE ENGINEER.
23. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
24. THE CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES.
25. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO PERFORMING CLEARING AND GRADING WORK TO INCLUDE SILT FENCE AND HAY BALES, IF NECESSARY, AND AS DIRECTED BY THE ENGINEER. ALL RUNOFF LEAVING THE SITE SHALL BE FILTERED THROUGH SILT FENCES PRIOR TO DISCHARGING OFF SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THIS REQUIREMENT ON SITE DURING ALL PHASES OF CONSTRUCTION.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
27. CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLAN AND AS REQUIRED FOR PROJECT CONSTRUCTION, AND ALL SUCH MATERIALS SHALL BE DISPOSED OF THE OFF SITE AT THE CONTRACTOR'S EXPENSE.
28. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING STRUCTURES, PAVEMENTS OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
29. ALL VOIDS AND HONEYCOMBS IN PLACED CONCRETE FOR THE PROJECT SHALL BE AVOIDED AT ALL COSTS. IF THESE DEFECTS OCCUR, IT SHALL BE THE DECISION OF THE ENGINEER AS TO WHETHER OR NOT THE WORK CAN BE MADE ACCEPTABLE BY RUBBING, GROUTING, AND REPAIRING THE AREAS.
30. MATERIAL NEEDED TO BRING THE SITE TO FINISH GRADE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
31. 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.
32. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
33. SPECIAL NOTE: ALL CONCRETE JOINTS SHALL BE CLEANED AND SEALED (PER SECTION 413) THROUGHOUT THE LENGTH OF THE PROJECT.
34. CLEARING AND GRUBBING/REMOVAL AND DISPOSAL SHALL BE ABSORBED.
35. ALL WORK SITES SHALL BE CLEARED OF ANY RUBBLE AND DEBRIS AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE PROJECT.
36. CONCRETE MIX SHALL BE SUBMITTED TO THE OWNER THROUGH THE ENGINEER FOR APPROVAL PRIOR TO USE.
37. EXISTING PIPES/CULVERTS SHALL REMAIN IN PLACE OR BE REPLACED AS DIRECTED BY THE ENGINEER.

SYMBOL LEGEND:

- CENTER LINE
- FENCE
- FIBER OPTIC PEDESTAL
- FIBER OPTIC INDICATOR POST
- FIBER OPTIC PULL BOX
- FIRE HYDRANT
- GAS INDICATOR POST
- GAS LINE
- GAS METER
- GAS VALVE
- GATE POST
- GUARD POST
- LIGHT ON POLE
- OVERHEAD UTILITY LINES
- OVERHEAD UTILITY LINES
- POLE GUY WIRE
- SIGN
- SIGNAL
- TANK
- STORM DRAIN MANHOLE
- TELEPHONE PEDESTAL
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- UTILITY POLE
- WATER LINE
- WATER METER
- WATER VALVE

ABBREVIATION LEGEND:

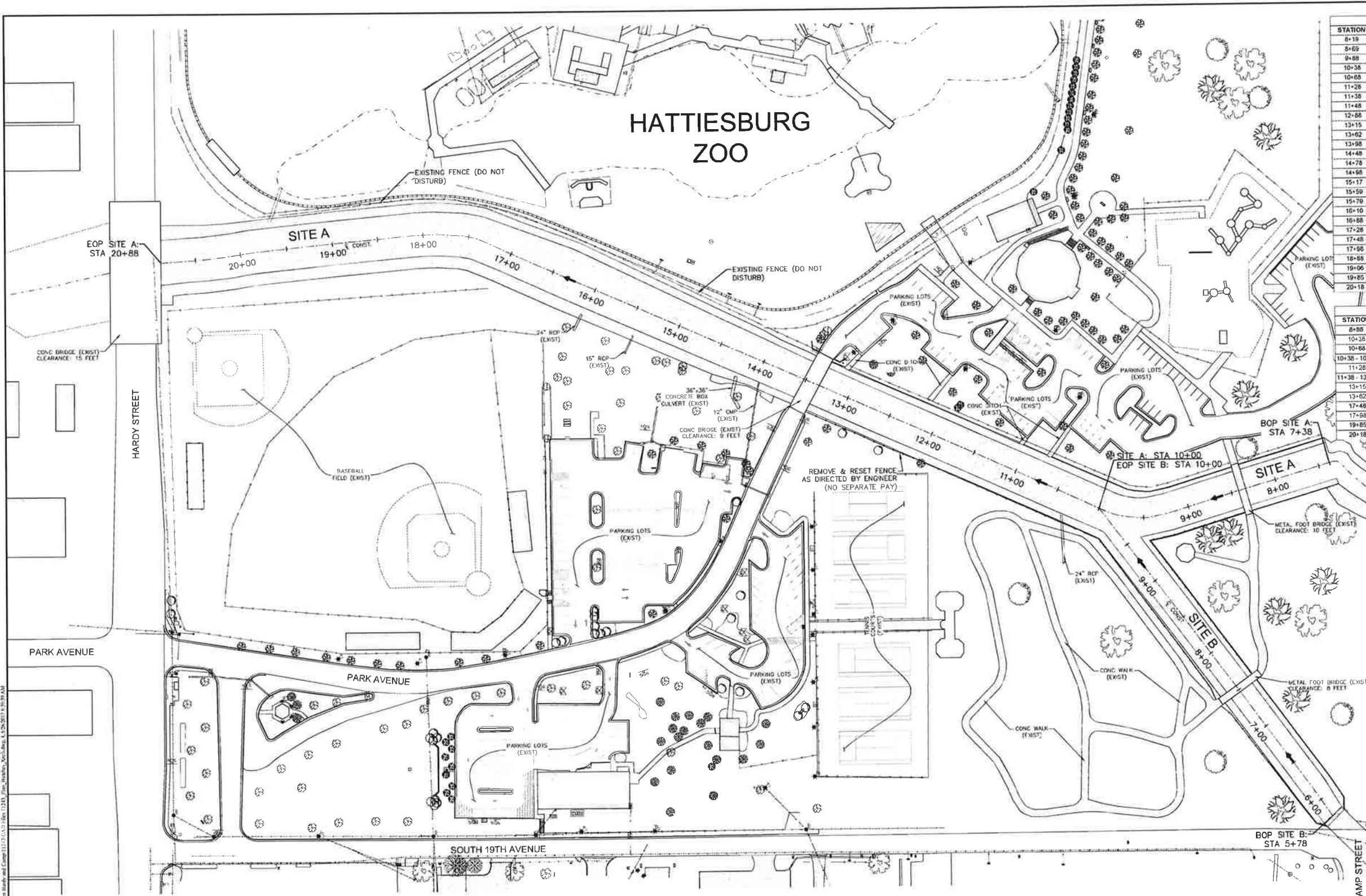
- APPURT - APPURTENANCES
- ASPLT - ASPHALT
- BLDG - BUILDING
- CONC - CONCRETE
- CMP - CORRUGATED METAL PIPE
- CPP - CORRUGATED PLASTIC PIPE
- DIA - DIAMETER
- DRV - DRIVE
- DI - DUCTILE IRON PIPE
- EXIST - EXISTING
- FL - FLOW LINE
- GRVL - GRAVEL
- PVC - POLYVINYL CHLORIDE PIPE
- RL - PROPERTY LINE
- RCAP - REINFORCED CONCRETE ARCH PIPE
- RCP - REINFORCED CONCRETE PIPE
- REQ'D - REQUIRED
- ROW - RIGHT OF WAY
- SAN - SANITARY
- SWR - SEWER
- TYP - TYPICAL
- W/ - WITH

NO.	DATE	DESCRIPTION	BY
VICINITY MAP, GENERAL NOTES & LEGEND			
GORDON'S CREEK REPAIR CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (601) 544-1821 (601) 544-0901 sdw.com			
Drawn by: LAT		Checked by: JTW	
Date: 01-27-2017		Scale: AS NOTED	
Drawing No.: 11243		Sheet No.: 2	

[illegible]

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- ①

NO.	DATE	DESCRIPTION	BY
SUMMARY OF QUANTITIES			
GORDON'S CREEK REPAIR			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (601) 601-544-1831 (1-601-544-0501) ed-w.com			
Drawn by: LAT		Checked by: JTW	
Date: 05/11/2017		Scale: AS NOTED	
Drawing No.: 11243		Sheet No.: 3	



BASE REPAIR ITEMS - SITE A				
STATION	SIDE	AREA, SY	REMARKS	
8+18	BOTTOM	33	BROKEN SLABS	
8+69	LEFT	14	BROKEN/SHIFTED SLABS	
9+88	RIGHT	56	SHIFTED SLABS	
10+38	RIGHT	14	BROKEN SLAB	
10+68	RIGHT	29	BROKEN/SHIFTED SLABS	
11+28	RIGHT	43	BROKEN/SHIFTED SLABS	
11+58	LEFT	72	BROKEN/SHIFTED SLABS	
11+68	BOTTOM	56	SHIFTED SLABS	
12+88	RIGHT	159	SHIFTED SLABS	
13+15	RIGHT	58	SHIFTED SLABS	
13+62	LEFT	29	SHIFTED SLAB	
13+98	LEFT	14	BROKEN SLABS AROUND BRANCH CONNECTION	
14+48	LEFT	43	BROKEN SLABS	
14+78	LEFT	14	BROKEN SLAB/MISSING SLAB	
14+88	BOTTOM	56	BROKEN SLABS	
15+17	LEFT	29	BROKEN SLABS	
15+59	BOTTOM	111	HOLE IN SLAB	
15+79	LEFT	43	BROKEN SLABS/HOLES IN SLABS/SHIFTED SLABS	
16+10	BOTTOM	167	BROKEN SLAB	
16+88	LEFT	29	SHIFTED SLABS	
17+28	BOTTOM	56	HOLE IN SLAB	
17+48	LEFT	29	SHIFTED SLABS	
17+98	LEFT	29	SHIFTED SLABS	
18+88	LEFT	43	BROKEN SLABS	
19+06	BOTTOM	56	BROKEN/MISSING SLAB	
19+85	LEFT	87	BROKEN SLABS	
20+18	LEFT	14	SHIFTED SLAB	

EROSION REPAIR ITEMS - SITE A				
STATION	SIDE	AREA, SY	REMARKS	
8+88	RIGHT	14	EROSION/VOIDS AT TOP BANK/VOIDS UNDER SLABS	
10+38	RIGHT	14	EROSION/VOIDS AT TOP BANK	
10+88	RIGHT	29	EROSION/VOIDS AT TOP BANK	
10+38 - 10+88	LEFT	72	EROSION/VOIDS AT TOP BANK/VOIDS UNDER SLABS	
11+28	RIGHT	43	EROSION/VOIDS AT TOP BANK/VOIDS UNDER SLABS	
11+38 - 13+06	LEFT	241	VOIDS UNDER SLABS	
13+15	RIGHT	58	EROSION/VOIDS AT TOP BANK	
13+62	LEFT	29	EROSION/VOIDS AT TOP BANK	
17+48	LEFT	29	EROSION/VOIDS AT TOP BANK	
17+98	LEFT	29	VOIDS UNDER SLABS/EROSION/VOIDS AT TOP BANK	
19+85	LEFT	87	EROSION/VOIDS AT TOP BANK	
20+18	LEFT	14	EROSION/VOIDS AT TOP BANK	

BASE REPAIR ITEMS - SITE B				
STATION	SIDE	AREA, SY	REMARKS	
7+40	LEFT	56	BROKEN/SHIFTED SLABS	
9+00	RIGHT	43	SHIFTED SLABS	
9+79	LEFT	260	SHIFTED SLABS	

EROSION REPAIR ITEMS - SITE B				
STATION	SIDE	AREA, SY	REMARKS	
6+10 - 7+00	RIGHT	217	EROSION AT TOP BANK/VOIDS UNDER SLABS	
8+40	RIGHT	56	VOIDS UNDER SLABS	
9+16	RIGHT	1	EROSION/VOIDS AT TOP BANK	
9+46	RIGHT	3	EROSION/VOIDS AT TOP BANK	
9+79	LEFT	260	EROSION/VOIDS AT TOP BANK	
9+90	LEFT	14	EROSION/VOIDS AT TOP BANK	

NOTE:
THE CONTRACTOR SHALL REMOVE AND DISPOSE OF DAMAGED OR DISLODGED CONCRETE SLABS, IN WHOLE OR IN PART, AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL GRADE, FORM, PLACE AND BROOM CONCRETE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AT LOCATIONS INDICATED IN THE PLANS TO A MINIMUM 6" THICKNESS. THE CONTRACTOR SHALL INSTALL PRESSURE GROUT, OR APPROVED EQUAL, IN AREAS IDENTIFIED IN THE TABLE "EROSION REPAIR ITEMS" TO ELIMINATE VOID UNDER THE PAVED DITCH.

NO.	DATE	DESCRIPTION	BY
PROJECT LAYOUT			
GORDON'S CREEK REPAIR CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (601) 544-1821 (601) 544-0900 info@sdw.com			
Drawn by: LAT		Checked by: JTW	
Date: 05/10/17		Scale: 1" = 50'	
Drawing No.: 11243		Sheet No.: 4	



- ① EXISTING CONCRETE PAVEMENT TO REMAIN IN PLACE
- ② EXISTING SUBGRADE TO REMAIN IN PLACE
- ③ EXISTING SUBGRADE SHALL BE REMOVED AS NECESSARY TO REPAIR SUBGRADE WITH VARIABLE DEPTH FILL MATERIAL (CLASS B9) COMPACTED TO 95% OR AS DIRECTED BY THE ENGINEER
- ④ 6" (MIN.) DEPTH CONCRETE PAVED DITCH WITH 5X6 - W₄ X W₁ 4 W₁
- ⑤ EXISTING CONCRETE PAVEMENT SHALL BE REMOVED TO THE NEAREST JOINT

NO.	DATE	DESCRIPTION	BY
DETAILS			
GORDON'S CREEK REPAIR CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			

 Engineering Progress

303 Second Ave., | Hattiesburg, MS 39401 | (o) 601.544.1821 | (f) 601.544.0950 | sdw@comcast.net

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Date: 05/10/2017	Scale: NONE
Drawing No.: 11243	Sheet No. ____ 5 ____

C:\PROJECTS\Hattiesburg_City\11243 - Gordon's Creek Repair\between Murfry and Camp\11243 CAD\11243 Vegetation Schedule.dwg, 6/29/2017 4:25:24 AM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS – DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
7 211-B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212-B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907-213-A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-B001	COMBINATION FERTILIZER (13-13-13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
1 213-C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
2 214-A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
3 214-A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
3 214-A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
6 215-A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215-03.3)
216-A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219-A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
4 220-A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212-A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213-B001	COMBINATION FERTILIZER (13-13-13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215-A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS. THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIA GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL.

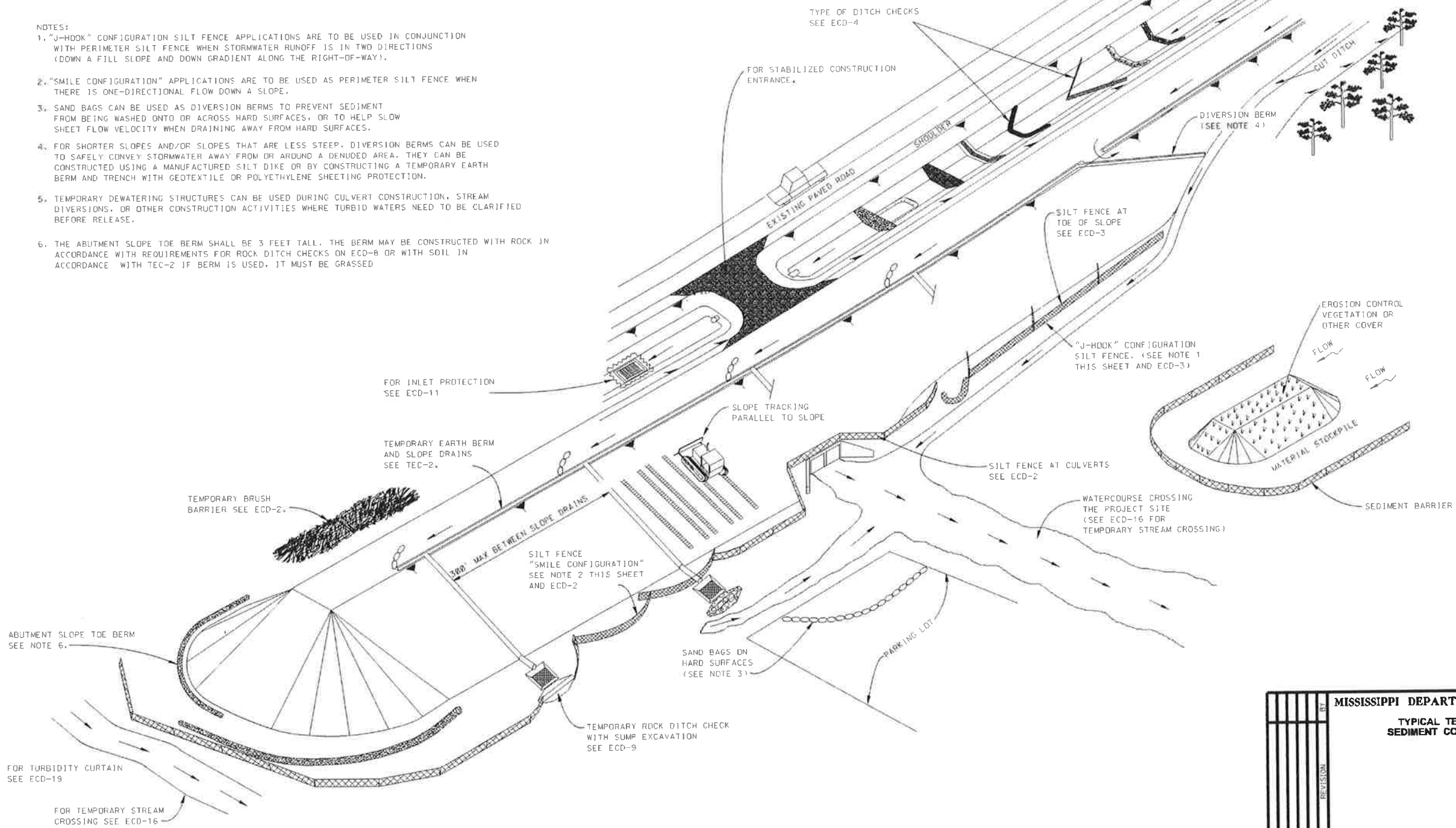
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	500 LBS/ACRE	---
COMBINATION FERTILIZER (13-13-13)	10 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
SEEDING (TALL FESCUE)	2 LBS/ACRE	---
VEGETATIVE MATERIAL FOR MULCH		---

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
GORDON'S CREEK REPAIR			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: LAT		Checked by: JTW	
Date: 05/10/2017		Scale: NTS	
Drawing No.: 11243		Sheet No.: 7	

STATE	PROJECT NO.
MISS.	

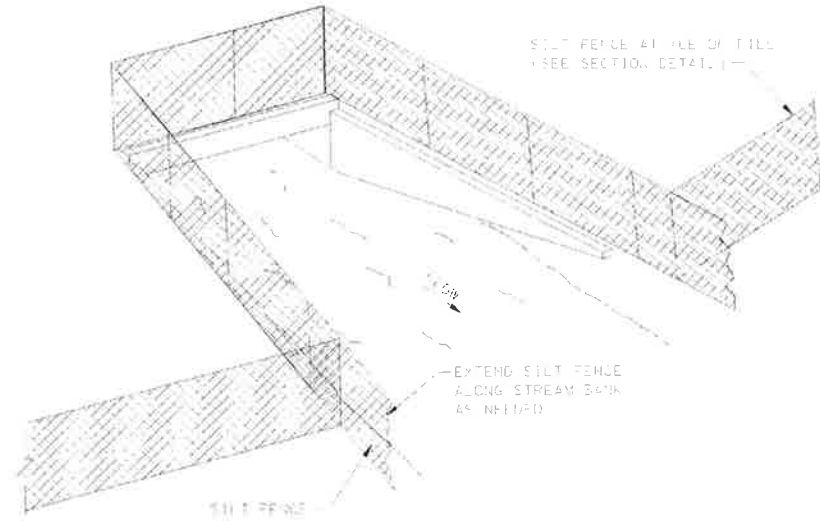
NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS			
DATE	BY	REVISION	WORKING NUMBER
DESIGN TEAM	CHECKED	DATE	ECD-1
FILENAME: EROSION CONTROL ECD-1.DGN			SHEET NUMBER
			8

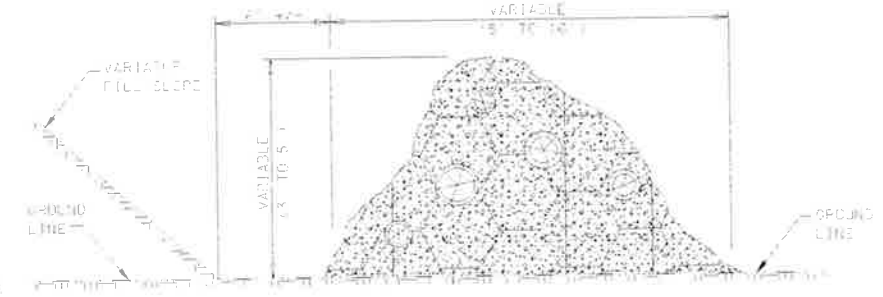
DRAWING No.: 11243



SEDIMENT BARRIER AT CROSS DRAIN



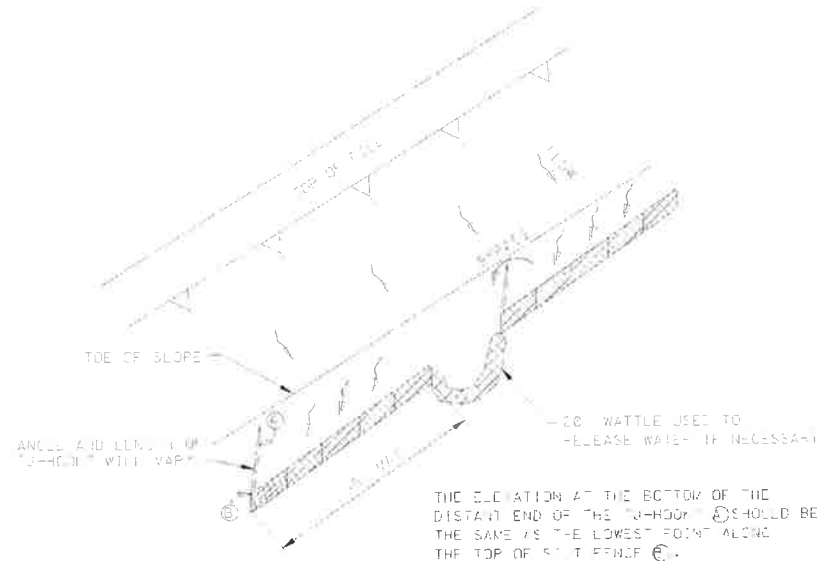
FRONT ELEVATION



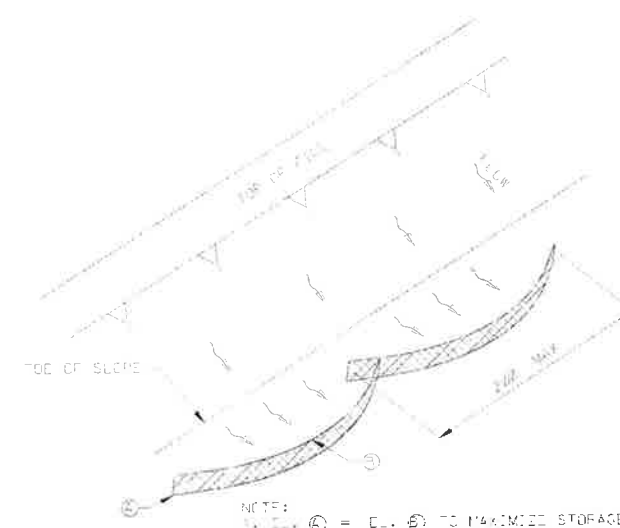
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS FIRM OR SLOPING AWAY FROM PROPERTY.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMEDIATE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

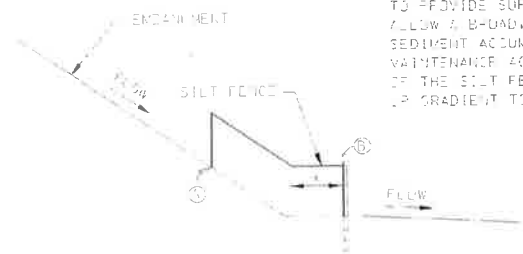


"J-HOOK" SILT FENCE APPLICATION



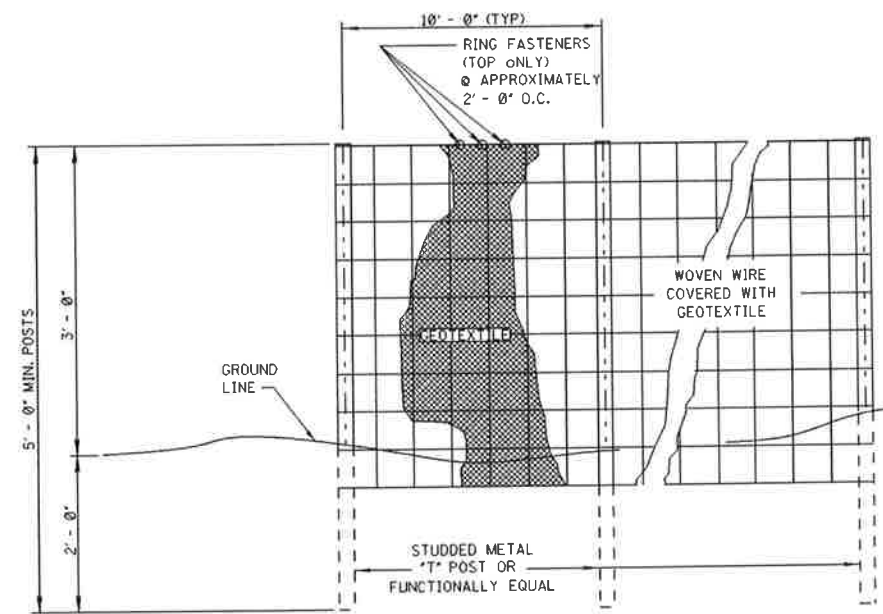
"SMILE-CONFIGURATION" SILT FENCE APPLICATION

- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-2.

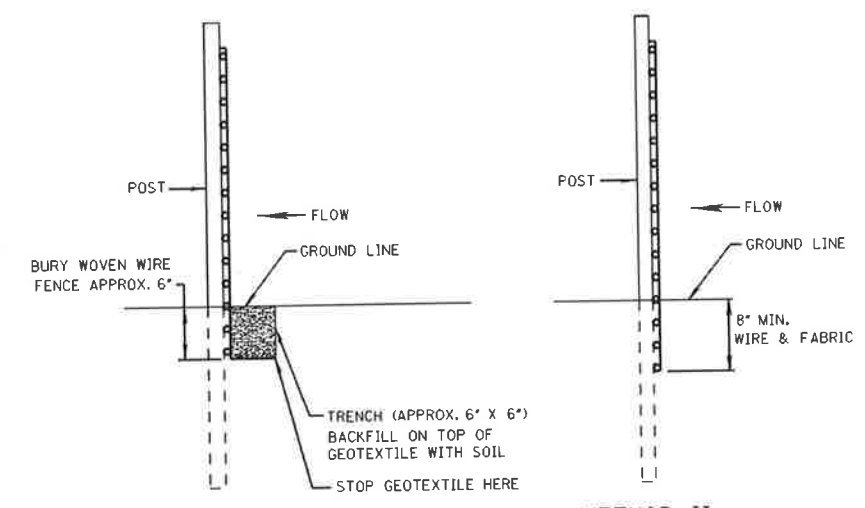


SILT FENCE SECTION AT TOE OF FILL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
WORKING NUMBER	ECD-2
SHEET NUMBER	9
FILENAME: ECD-2	DESIGN TEAM
CHECKED	DATE



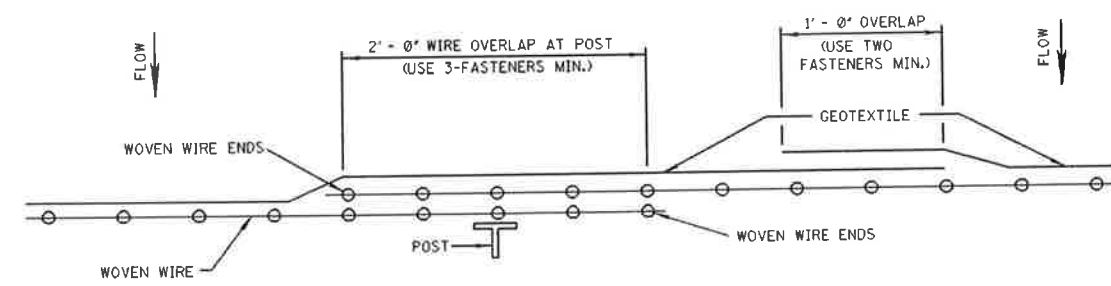
ELEVATION VIEW



METHOD I
METHOD II
MECHANICAL INSTALLATION

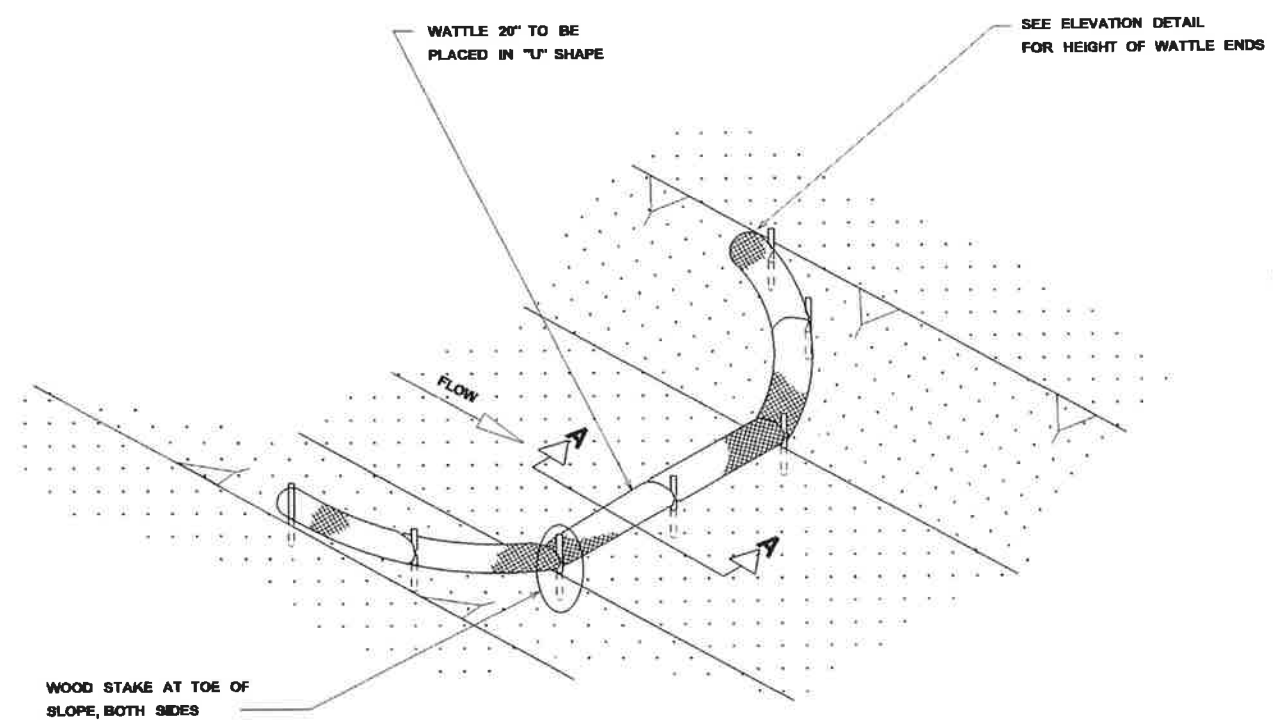
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

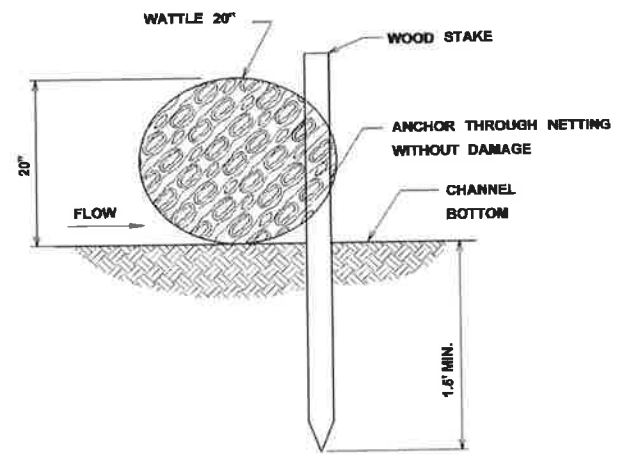


PLAN VIEW
REQUIRED LAPPING

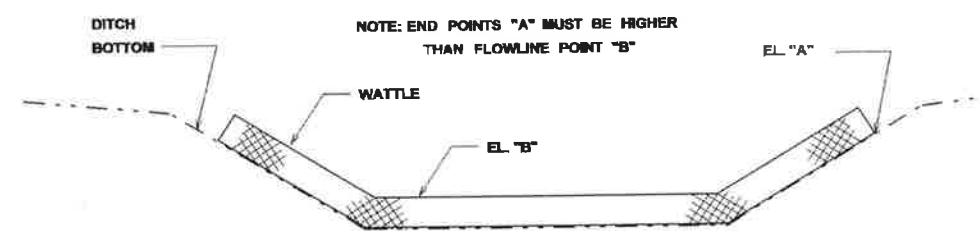
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SILT FENCE INSTALLATION	
DATE	WORKING NUMBER
DESIGN TEAM	ECD-3
CHECKED	SHEET NUMBER
DATE	10
DRAWING No. 11243	



DETAIL (DITCH CHECK)



SECTION A-A



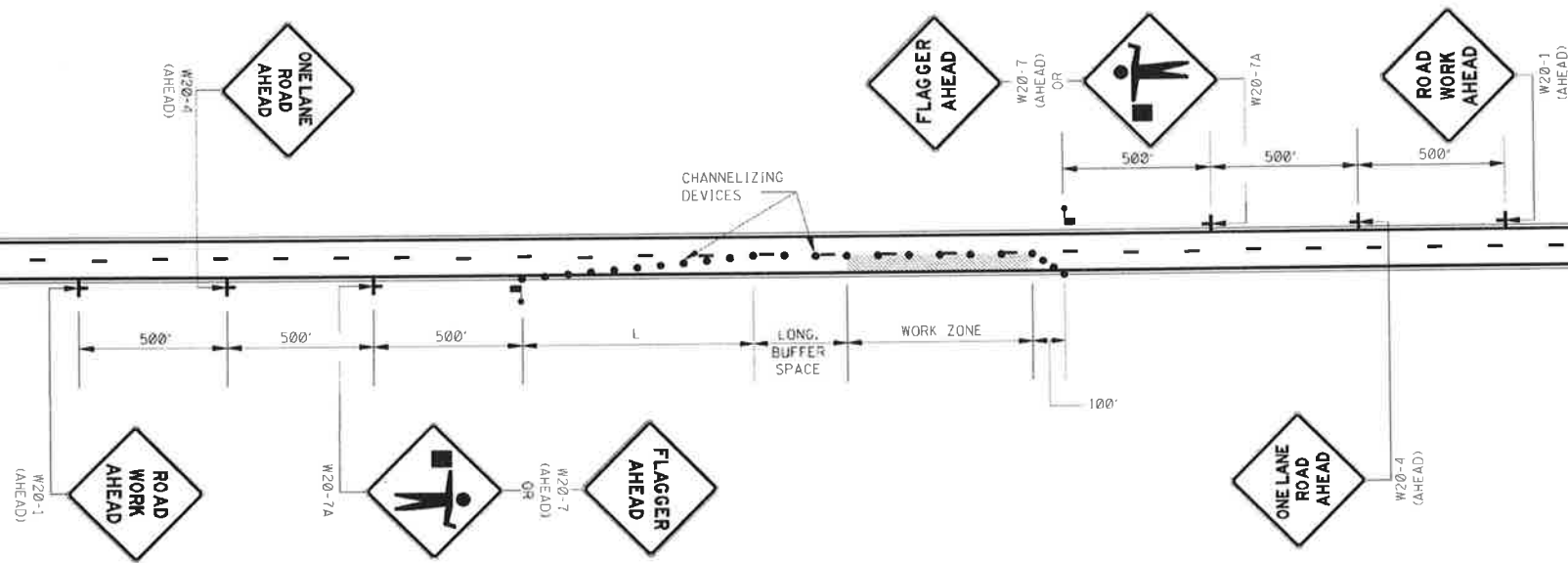
ELEVATION DETAIL

- NOTES:
1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
 2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
WATTLE DITCH CHECK	
DATE	REVISION
DESIGN TEAM	CHECKED
DATE	DATE
WORKING NUMBER	SHEET NUMBER
ECD-6	11



- LEGEND
- FLAGGER
 - CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

- ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
- 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.
- DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
- 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.
- WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	
WORKING NUMBER	TCP-1
SHEET NUMBER	6250
ISSUE DATE:	OCTOBER 1, 1998

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**GORDON'S CREEK REPAIR BETWEEN
HARDY STREET & CAMP STREET**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

MAY 2017



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

Table of Contents:

ADVERTISEMENT FOR BIDS	3
INFORMATION FOR BIDDERS	5
PROPOSAL FORM	8
BID BOND.....	12
CONTRACT AGREEMENT	14
PAYMENT AND PERFORMANCE BOND.....	17
NOTICE OF AWARD	19
NOTICE TO PROCEED	20
GENERAL CONDITIONS	21
PRELIMINARY MATTERS	24
CORRELATION, INTERPRETATION and	26
INTENT of CONTRACT DOCUMENTS	26
AVAILABILITY OF LANDS;.....	28
SUBSURFACE CONDITIONS; REFERENCE POINTS	28
BONDS AND INSURANCE	29
CONTRACTOR'S RESPONSIBILITIES.....	31
WORK BY OTHERS	41
OWNER'S RESPONSIBILITIES.....	42
ENGINEER'S STATUS DURING CONSTRUCTION	44
CHANGES IN WORK	46
CHANGE OF CONTRACT PRICE	47
CHANGE OF CONTRACT TIME	53
GUARANTY	54
PAYMENTS AND COMPLETION	54
SUSPENSION OF WORK AND TERMINATION.....	57
ARBITRATION	59
MISCELLANEOUS.....	60
SUPPLEMENTAL GENERAL CONDITIONS	63
SPECIAL CONDITIONS	63
SCOPE AND INTENT	63
EXAMINATION OF PREMISES.....	63
PERMITS, TAXES, AND ORDINANCES.....	63
INSURANCES, ETC.....	63
CLEANING UP	65
GUARANTEE.....	65
BIDS	66
SPECIAL INSTRUCTIONS	66
LIMITATIONS.....	66
PRODUCT/MATERIALS SUBSTITUTION.....	66
INSPECTION.....	66
WARRANTY.....	66
SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL.....	66
AS-BUILT DRAWINGS	67
GUARANTEES, WARRANTIES AND BONDS.....	67
CLOSE-OUT DOCUMENTS	68
MEASUREMENT AND PAYMENT	69
TECHNICAL SPECIFICATIONS	70



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on July 13, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 5th day of June A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 9, 2017 and June 16, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-18

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on July 13, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City of Hattiesburg, Mississippi. Each sealed envelope containing a BID must be plainly marked on the outside as BID for GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent

(5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

Fill Material and Borrow Pit Guidelines



FEMA

Fill & Borrow Pits:

- ⇒ Fill may be mined on private or publicly-owned land.
- ⇒ Fill is considered any material that is mined in Mississippi:
 - ◆ Gravel/clay gravel
 - ◆ Sand
 - ◆ Dirt
 - ◆ Soil
- ⇒ Riprap is not currently mined in Mississippi and resource verification is not required for Environmental Planning & Historic Preservation (EHP) review.
- ⇒ A Borrow Pit is a location where fill is mined.

Permitted Borrow Pits:

- ⇒ Mississippi Department of Environmental Quality (MDEQ) permitting is required for pits over four (4) acres.
- ⇒ Permitted borrow pits have received environmental reviews and clearance by the State Historic Preservation Office.
- ⇒ MDEQ maintains lists of permitted borrow pits, which are updated monthly.
- ⇒ Map of permitted mines can be viewed on the MDEQ Mine Viewer: www.geology.deq.ms.gov/mining/viewer
- ⇒ MS DOT uses only fill from permitted borrow pits.
- ⇒ Many borrow pit businesses and road repair contractors want to be eligible for MS DOT work, so they comply with permitting requirements and are permitted.
- ⇒ Upon completion of mining, borrow pits/mine sites are reclaimed.

Exempt Borrow Pits:

- ⇒ Borrow pits under 4 acres of total disturbance that are not within 1,320 feet from an existing borrow pit do not require permitting, and receive a letter of Exemption from MDEQ.
- ⇒ Exemption form: http://www.deq.state.ms.us/mdeq.nsf/pdf/Geology_MRD93File/Mining%20Form%20MRD93%20Notice%20of%20Exempt%20Operations.pdf?OpenFile

Grandfathered Borrow Pits:

- ⇒ In Mississippi, permitting laws went into effect on April 15, 1978.
- ⇒ Affected areas prior to 1978 were considered to be grandfathered.
- ⇒ MDEQ Mining and Reclamation Division will determine if a site is eligible for grandfathered status.

Unauthorized Borrow Pits:

- ⇒ Any mining operation that is not permitted, exempt or grandfathered.
- ⇒ All mines/pits must have a Storm Water Permit issued by the Office of Pollution Control.

Stockpiles:

- ⇒ Fill that has been mined then moved to another location for easy access.
- ⇒ Fill must come from Permitted, Exempt, Grandfathered sites.

Fill Material and Borrow Pit Guidelines



FEMA

MDEQ consultation to determine the status of a Borrow Pit

When an applicant cannot provide a permit or exempt number:

- ⇒ First, review MDEQ's list of permitted borrow pits at <http://geology.deq.ms.gov/mining/viewer/>.
- ⇒ If the pit is not listed on the MDEQ list of permitted borrow pits, email consultation should take place with MDEQ to determine if the site is exempt, grandfathered or unauthorized.

Project consultations with MDEQ can be made via email by contacting:

Ron Porter, Environmental Scientist, MDEQ Office of Geology, Mining & Reclamation Division

- ◆ rporter@mdeq.ms.gov (601-961-5714), or

Brandon Cummins, GIT, MDEQ Office of Geology, Mining & Reclamation Division,

- ◆ bcummins@mdeq.ms.gov (601-961-5526)

Trent Jones, PE, Office of Pollution Control, Solid Waste and Mining Branch,

- ◆ tjones@mdeq.ms.gov (601-961-5726)

Provide the following information about the borrow pit to Ron/Brandon/Trent:

- ⇒ Coordinates in Degrees, Minutes and Seconds (Decimal coordinates can be converted in ACME mapper).
- ⇒ Address, if available.
- ⇒ Name of the borrow pit and/or the company that owns the pit, or
- ⇒ The name of the contractor that is providing the fill, or
- ⇒ Identify the site (county, town or private land).

Additional information

Storm water permits:

Applicants who have a borrow pit, permitted or exempt, also must have a storm water permit.

Required permits

The Storm Water permit package can be found online at www.deq.state.ms.us by clicking "Applications & Forms" in the navigation menu on the left side of the page. The package is listed under the "Stormwater General Permit" section of forms.

Direct link:

http://www.deq.state.ms.us/mdeq.ms/pdf/epd_MiningFormsPackage/SFile/Mining_Forms_Package.pdf?OpenElement

The Surface Mining forms can be found at www.deq.state.ms.us by clicking on Mining and Reclamation Division tab under the Office of Geology. Choose Mining Forms.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By:

Address

City, State, Zip-Code

Note: All materials and components shall be a product of the U.S.A.

PROPOSAL

GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET HATTIESBURG, MISSISSIPPI

BASE BID

Pay Item No.	Pay Item	Unit	Quantity	Unit Price, (\$)	Extension, (\$)
202-B025	Removal of Concrete Paved Ditch	SY	1850		
203-EX018	Borrow Excavation, AH, LVM, Class B9	CY	875		
221-A001	Portland Cement Concrete Paved Ditch	CY	315		
234-A001	Temporary Silt Fence	LF	3350		
413-B001	Cleaning and Sealing Joints	LF	32000		
618-A001	Maintenance of Traffic	LS	1		
620-A001	Mobilization	LS	1		
907-225-A001	Grassing	ACRE	1		
907-226-A001	Temporary Grassing	ACRE	1		
907-237-A003	Wattles, 20"	LF	100		
907-512-B001	Portland Cement Pressure Grout Slurry, Type 1	LBS	600000		

TOTAL, BASE BID: (\$) _____

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,
_____ Principal, and _____ as Surety, are hereby
held and firmly bound unto _____ as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

**GORDON'S CREEK REPAIR BETWEEN
HARDY STREET & CAMP STREET
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall in all
other respects perform the agreement created by the acceptance of said BID, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, and the CITY OF HATTIESBURG, MISSISSIPPI hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 350.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year

after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg, Mississippi

BY _____

Title _____

ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a _____ Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

TITLE

WITNESSES:

TITLE

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

Project: **GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID 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 to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF HATTIESBURG, MS
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
This the _____ day of _____, 20____.

Name: _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

Project: **GORDON'S CREEK REPAIR BETWEEN HARDY STREET & CAMP STREET**

You are hereby notified to commence WORK in accordance with the Agreement dated

_____, 20__ on or before _____, 20__, and you are to complete the WORK within 60 consecutive CALENDER DAYS thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF
HATTIESBURG, MS
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the ____ day of _____, 20__.

Name: _____

Title: _____

GENERAL CONDITIONS

Wherever used in these "General Conditions" or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The "Application for Payment" form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor's obligations stated in prior "Application(s) for Payment."

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor's surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: "Advertisement for Bids; Instructions for Bidders; Contractor's Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings."

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the owner's governing body. The contracting officer is also known as the "Owner's Recipient."

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein Article 9, paragraph 9.3 or orders minor changes in the work in accordance with herein Article 10, paragraph 10.2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein Article 9, paragraph 9.3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein Article 10, paragraph 10.2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" or "notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written "Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the "Notice." Unless otherwise stated in writing, any "Notice" to or demand upon the owner under this contract shall be delivered to the owner through the engineer.

ARTICLE 2

PRELIMINARY MATTERS

2.1 Award

The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.

2.2 Execution of Agreement

At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.

2.3 Forfeiture of Bid Security

Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in Article 2, paragraph 2.2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

2.4 Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

2.5 Commencement of Contract Time

The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."

2.6 Starting the Project

Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.

2.7 Before Starting Construction

Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.

2.8 Schedule of Completion

Within ten (10) days after delivery of the "Notice to Proceed" by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein Article 6, paragraphs 6.22 through 6.26.) The engineer shall review and return said progress

schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.

2.9 Preconstruction Conference

Prior to starting the work at the site, a preconstruction conference will be held to review the above-mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner's representative, the engineer, resident project representatives, contractor, and contractor's superintendent.

2.10 Qualification of Subcontractors, Material-Men, and Suppliers

Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.

Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3

CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS

3.1 Intent

It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.

3.2 Binding of Contract Documents

The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract

documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.

3.3 Similar Words Interpretation

The words "furnish," "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install-- complete in place and ready for service."

3.4 Miscellaneous Items and Accessories

Miscellaneous items and accessories that are not specifically mentioned that are essential to produce a complete and properly operating installation or usable structure or plant providing the indicated function shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part and shall be approved by the engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.

3.5 Coordination of Work

The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's Literature and Agency/Organization Codes

Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code, applicable state building code, federal specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.

3.7 Brand Names

Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4

AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

The owner will furnish, as indicated in the contract documents, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the owner unless otherwise specified in the contract documents. Other access to such lands or rights-of-way for the contractor's convenience shall be the responsibility of the contractor. The contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Surveys and Test

The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.

4.3 Subsurface Conditions

The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.

4.4 Differing Site Conditions

4.4.1 The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.

4.4.3 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5

BONDS AND INSURANCE

5.1 Performance and Payment Bonds

The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.

5.2 Contractor's Liability Insurance

The contractor shall provide the owner with insurance certificates certifying that all required liability insurance is in force, and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.3 Sublet Work

The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 5.2 (a).

5.4 Owner's Liability Insurance

The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.

5.5 Fire and Extended Coverage Insurance (Builders' Risk)

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.

5.6 Flood Insurance

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.

5.7 Evidence of Insurance

The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force, and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.

5.8 Cancellation and Re-Insurance

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

The contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the superintendent shall be mailed to the contractor's home office).

6.2 Labor, Materials, and Equipment

The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.

6.3 Contractor to Furnish

The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

6.4 Condition of Materials and Equipment

All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 Materials and Equipment Specifications

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable

manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

6.6 Materials, Equipment, Products, and Substitutions

6.6.1 Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.

6.6.2 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

6.6.3 No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

6.6.4 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.5 Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein Article 7, paragraph 7.10.)

6.6.6 No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.

6.7 Concerning Subcontractors

The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein Article 2, paragraph 2.10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.

6.8 Contractor's Responsibility for (Direct and Indirect) Personnel

The contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create any contractual relationship between owner or engineer and any subcontractor or other person or organization having a direct contract with contractor, nor shall it create any obligation on the part of owner or engineer to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.

6.9 Drawings Disassociation of Work Delegation

The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

6.10 Binding Subcontractors to Contract

The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.

6.11 Contractor and Subcontractor Agreement

All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.

6.12 Contractor's Responsibility When Delegating Work

6.12.1 The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.

6.12.2 The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power

as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.

6.12.3 The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

6.12.4 The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.

6.13 Patent Fees and Royalties

The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 Patent Rights and Royalties

The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.

6.15 Permits

The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.

6.16 Laws and Regulations

The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain

that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.

6.17 Taxes

Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.

6.18 Record Drawings

The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.

6.19 Safety and Protection

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to

6.19.1 all employees on the work job and other persons who may be affected thereby;

6.19.2 all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.19.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

6.20 Preventative Measures

The contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by the contractor to the owner.

6.21 Emergencies

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an

extension of the contract time, he may make a claim therefore as provided herein in Articles 11 and 12.

6.22 Shop Drawings and Samples

After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein Article 2, paragraph 2.8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.

6.23 Submittal of Samples

The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.

6.24 Drawing or Sample Deviations from Contract

At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.

6.25 Engineer's Review of Submitted Drawings and Samples

The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

6.26 Commencement of Work of Submission(s)

No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop

drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

6.27 Contractor's Responsibility of Submission(s)

The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.

6.28 Site Clean-Up

The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

6.29 Building Clean-Up

Clean-up operations shall consistently be carried on by the contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean," or its equivalent, unless more exactly specified elsewhere in the contract. The general contractor shall do the following special cleaning for all trades upon completion of the work:

6.29.1 remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.29.2 remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.

6.29.3 remove all temporary protections and clean and polish floors.

6.29.4 clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.30 General Clean-Up

In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.

6.31 Public Convenience and Safety

The contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

6.32 Sanitary Provisions

The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.

6.33 Indemnification

The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 Claims Against Owner or Engineer

In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein Article 6, paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.

6.35 Contractor's Liability Obligations

The obligations of the contractor under herein Article 6, paragraph 6.34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

6.36 Responsibility for Connecting to Existing Work

It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

6.37 Work in Street, Highway, and Other Rights-of-Way

Excavation, grading, fill, storm drainage, paving, and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of federal, state, and local laws. The owner will be responsible for obtaining all permits necessary for the work. Upon completion of the work, contractor shall present to engineer certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.

6.37.1 The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

6.37.3 Any variation from the requirements of paragraph 6.37.2 above shall be stated in the "Special Conditions."

6.38 Cooperation with Governmental Departments, Public Utilities, Etc.

The contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith that are encountered in the work so that such items may be properly shored, supported, and protected, or the contractor may relocate them if he so desires. The contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The contractor shall cooperate with the above parties in every way possible so that the construction can be completed in the least possible time.

6.38.2 The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

6.39 Use of Premises

The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.

6.39.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

6.39.3 Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

6.40 Protection of Existing Property Improvements

Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or trees and shrubbery not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.

6.41 Temporary Heat

The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be

responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7

WORK BY OTHERS

7.1 Additional Related Work

The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein. The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

7.2 Report of Defects or Deficiencies

If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 Altering the Work of Others

The contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the engineer and of the other contractors whose work will be affected.

7.4 Prior Written Notice of Additional Work

If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in Articles 11 and 12.

7.5 Contractor's Allowance for Work of Others

Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as

directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.

7.6 Necessary Alterations Not Built by General Contractor

Necessary chases, slots, and holes not built or left by the general contractor shall be cut by the separate contractor requiring such alterations after approval of the general contractor. The general contractor shall do all patching and finishing of his work where cut by other contractors at the expense of such other contractors.

7.7 Contractors Sharing of the Work Site

Cooperation is required in the use of site facilities and in the detailed execution of the work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the work in order to prevent delay in the execution thereof.

7.8 Monitoring Contractors Work

Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the contractor shall notify the engineer immediately. Lack of such notice to the engineer will be construed as acceptance by the contractor for proper coordination of his own work.

7.9 Contractor's Progress of Work Notice(s)

Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 Notice Negligence and Other Liability

The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work, or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8

OWNER'S RESPONSIBILITIES

8.1 Communication

The owner will issue all communications to the contractor through the engineer.

8.2 Engineer's Termination

In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 Prompt Payments to Contractor

The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in Article 14.

8.4 Owner's Duties

Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in Article 4. Article 4, paragraph 4.2 refers to the owner identifying and making available to contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.

8.5 Owner's Liability Responsibilities

The owner's responsibilities in respect of liability and property insurance are set forth herein in Article 5, paragraph 5.4.

8.6 Owner's Right to Request Changes

In addition to owner's rights to request changes in the work in accordance with herein Article 10, the owner (especially in certain instances as provided in Article 10, paragraph 10.4) will be obligated to execute change orders.

8.7 Owner's Right to Stop or Suspend Work

In connection with the owner's right to stop or suspend work, see herein Article 15, paragraph 15.1. Article 15, paragraph 15.3 deals with the owner's right to terminate services of the contractor under certain circumstances.

8.8 Owner's Use of Completed or Partially Completed Work

The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.

8.9 Other Owner's Responsibility

Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in Article 9.

ARTICLE 9

ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative

The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in **Articles 1 through 17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.

9.1.1 The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.

9.1.2 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the owner is located.

9.2 Visits to Site

The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.

9.3 Clarifications and Interpretations

The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in **Articles 11 and 12**.

9.4 Measurement of Quantities

All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

9.5 Rejecting Defective Work

The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

9.6 Shop Drawings, Change Orders, and Payments

In connection with the engineer's responsibility as to shop drawings and samples, see herein Article 6, paragraphs 6.25 through 6.27, inclusively.

9.7 Engineer's Responsibility for Change Orders

In connection with the engineer's responsibility for change orders, see herein Articles 10, 11, and 12.

9.8 Engineer's Responsibility Regarding Application for Payment

In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein Article 14.

9.9 Resident Project Representative

The owner or the engineer will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

9.10 Decisions on Disagreements

The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.

9.11 Right to Request Arbitration

Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the

engineer, except any that have been waived by the making or acceptance of final payment as provided herein in Article 14, paragraph 14.11, and such arbitration is to be in accordance with herein Article 16. However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.

9.12 Limitations of Engineer's Responsibilities to Contractor and Others

Neither the engineer's authority to act under this herein Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

9.13 Engineer's Limitations of Responsibility

The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.

9.14 Engineer's Limitations of Responsibility for Omissions

The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10

CHANGES IN WORK

10.1 Owner's Right to Initiate Change Orders

Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made

as provided herein in Article 11 or Article 12. A change order signed by the contractor indicates his agreement therewith.

10.2 Authorization of Minor Changes or Alterations

The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in Articles 11 and 12.

10.3 Unauthorized Additional Work

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in Article 6, paragraph 6.21 and except as provided herein in Article 10, paragraph 10.2.

10.4 Execution of Change Order(s)

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in Article 4, paragraph 4.4, and work performed in an emergency as provided herein in Article 6, paragraph 6.21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.

10.5 Notification of Surety of Changes

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11

CHANGE OF CONTRACT PRICE

11.1 Total Compensation Payable to Contractor

The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.

11.2 Owner's Written and/or Verbal Change Orders

11.2.1 The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (a) in

the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.

11.2.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

11.2.3 Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.

11.2.4 If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 11.2.2 shall be allowed for any costs incurred more than twenty (20) days before the contractor gives written notice as therein required. And provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.

11.2.5 If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 11.2.1 or the furnishing of a written notice under above listed paragraph 11.2.2, submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 11.2.2. If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.

11.2.6 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 Determination of Change Order Compensation

The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

11.3.1 where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.

11.3.2 by negotiated lump sum.

11.3.3 the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 Defining "Cost of the Work"

The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. 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 herein in **Article 11**, paragraph 11.5:

11.4.1 payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.

11.4.2 cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to contractor unless owner deposits funds with contractor with which to make payments, in which case the cash discounts shall accrue to owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to owner, and contractor shall make provisions so that they may be obtained.

11.4.3 payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

11.4.4 costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5 supplemental costs including the following:

11.4.5.1 the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.

11.4.5.2 cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.

11.4.5.3 rentals of all construction equipment and machinery and the parts thereof whether rented from contractor or others in accordance with rental agreements approved by owner with the advice of engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

11.4.5.4 sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.

11.4.5.5 deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to, the work, provided they have resulted from causes other than the negligence of contractor, any 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. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 11.6.2.

11.4.5.7 the cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

11.4.5.9 cost of premiums for additional bonds and insurance required because of changes in the work.

11.5 Limitations Regarding "Cost of Work"

The term "Cost of Work" shall not include any of the following:

11.5.1 payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the contractor's fee.

11.5.2 expenses of contractor's principal and branch offices other than his office at the site.

11.5.3 any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

11.5.4 cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 11.4.5.9.)

11.5.5 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.

11.5.6 other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 11.4.

11.6 Determining Contractor's Fee

The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable firm, fixed price; or if none can be agreed upon,

11.6.2 a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

11.7 Credits from Contractor to Owner

The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Itemizing Cost

Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 11.4 and 11.5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

11.9 Allowances

It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

11.9.2 The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.

11.9.3 Whenever the cost as described in above listed **Article 11**, paragraph 11.9.1 is more or less than the allowance, the contract price shall be adjusted accordingly by

change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed Article 11, paragraph 11.5.

ARTICLE 12

CHANGE OF CONTRACT TIME

12.1 Contract Time Change Order

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

12.2 Extended Contract Time Requirements

The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in Article 12, paragraph 12.1. Such delays shall include, but not be restricted to acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 Binding Time Limits

All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 Claims Due to Drawing(s) Delays

No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 Other Damage Recovery Rights

This Article 12 does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13

GUARANTY

Contractor's Guaranty Requirements

The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14

PAYMENTS AND COMPLETION

14.1 Payments to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.

14.2 Contractor's Warranty of Title

The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these

general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.

14.3 Approval of Payments

The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.

14.4 Contractor's Certification Statement

The contractor shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 Engineer's Final Payment Approval

The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in Article 14, paragraph 14.11 have been fulfilled.

14.6 Engineer's Right to Refuse Payment Approval

The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in Article 14, paragraph 14.5. He may also refuse to approve any such payment, or

because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:

14.6.1 the work is defective, or completed work has been damaged requiring connection or replacement;

14.6.2 the work for which payment is requested cannot be verified;

14.6.3 claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;

14.6.4 the contract price has been reduced because of modifications;

14.6.5 the owner has been required to correct defective work or complete the work in accordance herein with Article 13, paragraph 13.1;

14.6.6 of unsatisfactory prosecution of the work, including failure to clean up as required by herein Article 6, paragraphs 6.28, 6.29 and 6.30;

14.6.7 of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;

14.6.8 of liquidated damages payable by the contractor; or

14.6.9 of any other violation of or failure to comply with the provisions of the contract documents.

14.7 Owner's Use of Completed or Partially Completed Work

Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

14.8 Owner's Right to Entry

The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.

14.9 Engineer's Certificate

Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.

14.10 Contractor's Indemnification Requirements to Owner

The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishes of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

14.11 Acceptance of Final Payment as Release

The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer,

which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in Articles 11 and 12.

15.2 Work During Inclement Weather

No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.

15.3 Owner May Terminate

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

15.4 Rights of Owner Against Terminated Contractor

Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.

15.5 Owner's Right to Abandon Project

Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and

terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.

15.6 Removal of Equipment

In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.

15.7 Contractor May Stop Work or Terminate

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.

15.8 Owner Furnished Equipment

In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.

15.9 Liquidated Damages

If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16

ARBITRATION

16.1 Arbitration Standards and Rules

All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by Article 14, paragraph 14.11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the

American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.

16.2 Notice of Arbitration Requirements

Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in Article 9, paragraph 9.11 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

16.3 Arbitration Affects on Work

The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17

MISCELLANEOUS

17.1 Recognized Delivery of Notice(s)

Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.

17.2 Owner's Failure to Pay Contractor

If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.

17.3 Engineer's Property

All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.

17.4 Non-Limiting Rights and Remedies by Herein Identified Documents

The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and

those in the special conditions and the rights and remedies available to owner and engineer thereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or be other provisions of the contract documents.

17.5 Notice of Injury or Damage Claim

Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

17.7 Practicable Schedule

The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor submits the required progress schedule.

17.8 Falling behind the Progress Schedule

If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.

17.9 Failure of Contractor to Comply with Owner Requirements

Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."

17.10 Failure to Complete the Work on Time

Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 Liquidated Damages

The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.

17.12 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

- A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable

State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

- B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period. The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

- C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The Contractor shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The Contractor shall guarantee to City of Petal all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the Contractor or his duly authorized representative and attached to the proposal form when the bids are submitted.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The Contractor will be responsible for all clean-up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

Contractor will submit prior to starting work on project any changes to materials specified. Contractor will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. Contractor will be given approval/disapproval with five (5) days by Owner. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if Contractor does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by Owner or his authorized representative. Contractor will coordinate with Owner for inspections as required during construction, and furnish to the Owner in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The Contractor, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the Owner or the Owner's appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and

performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the City of Petal a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the Contractor and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of the same to the Owner upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the Owner's opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: Contractor shall promptly upon receipt of Owner's written notice, and without expense of the Owner;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the Owner's opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other

contract. If the Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the Owner's name and evidence thereof shall be promptly delivered to the Owner's Representative for transfer to the Owner.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the Contractor to the Owner, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for all bid items shall be in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg, Mississippi.



City of Hattiesburg, MS

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

FILE NUMBER: 2017-449

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve the sale of grave spaces, per attached mem

<u>Title:</u> Approve the sale of grave spaces, per attached memo.

Type: Action Item

Drafter: Deborah Bourne

In Control: City Council

Reference:

Attachments: Memos May 10-23, 2017, Deeds (06-06-2017), Grave Receipts-6-6-17

File Created: 05/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 10, 2017

The following represents the grave spaces sold on May 10, 2017

Paul Nixon, Jr

(1) Space \$ 175.00

North Half N1/2) of the Southeast Quarter (SE1/4)

Lot 83, Section 37, Highland Cemetery

Willie Peters

(2) Spaces \$ 350.00

Southeast Quarter (SE1/4)

Lot 104, Section 25, Highland Cemetery

Mary Ann Osbey

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 27, Section 33, Highland Cemetery

Wiley Thomas

(1) Space \$ 175.300

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 88, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 12, 2017

The following represents the grave spaces sold on May 12, 2017

Irene Brumfield

(1) Space \$ 175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 11, Section 35, Highland Cemetery

Irene Brumfield

(1) Space \$ 175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 11, Section 35, Highland Cemetery

Tom Rebold

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 6, Section 35, Highland Cemetery

Tom Rebold

(2) Spaces \$ 350.00

Southwest Quarter (SW1/4)

Lot 6, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 16, 2017

The following represents the grave spaces sold on May 16, 2017

Danny Coulter

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 59, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 23, 2017

The following represents the grave spaces sold on May 23, 2017

Irene Brumfield

(1) Space \$ 175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 12, Section 35, Highland Cemetery

Wilburn & Bethany Sharp

(2) Spaces \$ 350.00

Northwest Quarter (NW1/4)

Lot 77, Section 21, Highland Cemetery

Barbara Walker

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 41, Section 34, Highland Cemetery

Greg and Mattie Conner

(2) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 15, Section 30, Highland 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 Paul Nixon, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 83

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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 Ann Osbey, 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 27

Section 33

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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 Wiley Thomas, 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 88

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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, Willie Peters, 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 104 Section Number 25

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 of May, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of May, 2017

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 Irene Burmfield, 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 11

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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 Irene Burnfield, 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 11

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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 Tom Rebold, 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 6

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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, Tom Rebold, 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 (SW¹/₄)

Lot Number 6 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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017

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 Danny Coulter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 59

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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 Irene Brumfield, 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 12

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree 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 6th day of June, 2017.

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 Barbara Walker, 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 41

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017.

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, Wilburn & Bethany Sharp, 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 77 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017

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, Greg and Mattie Conner, 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 (NE¹/₄)

Lot Number 15 Section Number 30

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 6th day of June, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of June, 2017

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-10- 2017

SOLD TO:

Mr.. Mrs. Miss Paul Nixon JR

ADDRESS 719 Atlanta St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 83 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 9 2017

SOLD TO:

Mr.. Mrs. Miss Mary Ann Osbey

ADDRESS 1016 Elizabeth Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 27 Section No. 33 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5/10 2017

SOLD TO:

Mr.. Mrs. Miss Wiley Thomas

ADDRESS 730 Northhill Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 88 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]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-08 20 17

SOLD TO:

Mr.. Mrs. Miss Willie Peters
ADDRESS 905 Dewey St. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 104 Section No. 25 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 11 20 17

SOLD TO:

Mr.. Mrs. Miss Irene Brumfield
ADDRESS 800 Northhill St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/4 Lot No. 11 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Daryl S.
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 8 20 17

SOLD TO:

Mr.. Mrs. Miss Irene Brumfield
ADDRESS 800 North Hill DR, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE 1/4 Lot No. 11 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 11 20 17

SOLD TO:

Mr.. Mrs. Miss Tom Rebold

ADDRESS 3403 Tiltree Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 6 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #1372

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 11 20 17

SOLD TO:

Mr.. Mrs. Miss Tom Rebold

ADDRESS 3403 Tiltree Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 6 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK #1372

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 12 20 17

SOLD TO:

Mr.. Mrs. Miss Danny Coulter

ADDRESS 327 Venetian Way Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 59 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #1372

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 18 20 17

SOLD TO:

Mr.. Mrs. Miss Irene Brumfield

ADDRESS 800 North Hill Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 12 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Xa [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 19 20 17

SOLD TO:

Mr.. Mrs. Miss Barbara Walker

ADDRESS 10 Alder Lane Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 41 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 8291

CITY OF HATTIESBURG, MISSISSIPPI

By Xa [Signature]
Supt. of City Cemeteries

mail to:
13 Pine Knoll Rd
Petal, MS 39445

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., May 16 20 17

SOLD TO:

Mr.. Mrs. Miss Wilburn & Bethany Sharp

ADDRESS 805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 77 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Xa [Signature]

mail to:

60 Heatherwood
Drive,

Laurie, MS 39440

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., May 18 2017

SOLD TO:

Mr.. Mrs. Miss Greg and Mattie Conner

ADDRESS 622 New Orleans St. Hattiesburg, MS 39441

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 15 Section No. 30 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

C118318

By [Signature]
Supt. of City Cemeteries



City of Hattiesburg, MS

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

FILE NUMBER: 2017-447

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual check for

Title: Approve and authorize issuance of manual check for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keyla h White

Attachments: Memorandum for CDBG Payment for Breakthrough Community Services #2 and #3

File
Created: 05/22/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: June 6, 2017

Recipient:	Breakthrough Community Services
Activity:	Interim Assistance
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	\$400.00
Purpose of Request:	Payment Request #2
Work Provided by:	Breakthrough Community Services

Recipient:	Breakthrough Community Services
Activity:	Interim Assistance
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	\$797.96
Purpose of Request:	Payment Request #3
Work Provided by:	Breakthrough Community Services



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE
REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

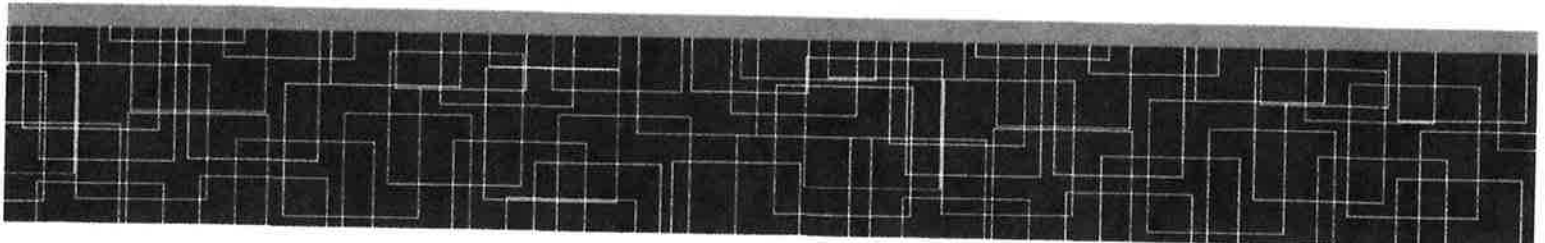
Phone: 601.545.4558

Project	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	02	April 1- 21, 2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance *Assisted 4 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	400.00
			\$ 400.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



Vendor: Mississippi Power Company
For: Abraham Yarbrough jr 17139-22145

Date: 04/21/2017 Amount: 100.00

1508

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
04/21/2017	7112024	Abraham Yarbrough jr 1713	100.00	050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1508

NUMBER

1508

DATE

04/21/2017

AMOUNT

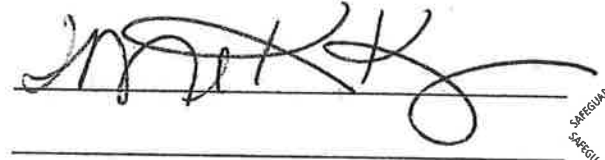
*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Abraham Yarbrough jr 17139-22145



SECURE
SAFEGUARD
SECURE
SAFEGUARD

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TOUCH OR PRESS HERE RED IMAGE DISAPPEARS WITH HEAT

⑈001508⑈ ⑈065300279⑈ ⑈4800185868⑈

Vendor: Mississippi Power Company
For: Donald Bethley 45511-83016

Date: 04/21/2017 Amount: 100.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
04/21/2017	7112025	Donald Bethley 45511-8301	100.00 050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1509

NUMBER

1509

DATE

04/21/2017

AMOUNT

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Donald Bethley 45511-83016

SECURITY
SECURITY
SECURITY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001509⑈ ⑈065300279⑈ ⑈4800185868⑈

Vendor: Mississippi Power Company

Date: 04/21/2017

Amount: 100.00

1510

For: Hilda Rankin 76341-82092

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION
04/21/2017	7112026	Hilda Rankin 76341-82092

INVOICE AMOUNT	DIST. ACCOUNT
100.00	050129

DIST. AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1510

NUMBER

1510

DATE

04/21/2017

AMOUNT

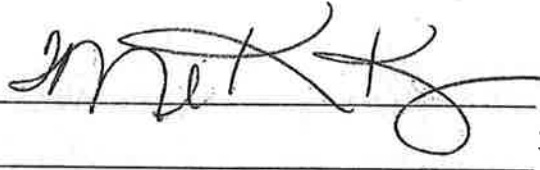
*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Hilda Rankin 76341-82092


SAFEGUARD SECURE
SAFEGUARD SECURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001510⑈ ⑆065300279⑆ ⑈4800185868⑈

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1506

Vendor: Mississippi Power Company Date: 04/12/2017 Amount: 100.00 1506
For: Utility Assistance Maggie Allen Acct: 90991-81002
INVOICE INVOICE INVOICE INVOICE DIST.
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT DIST.
04/12/2017 7112023 Utility Assistance Maggie 100.00 050129 AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTANT PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1506

NUMBER

86-27/653

1506

DATE

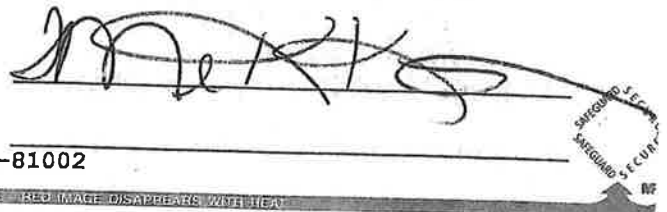
AMOUNT

04/12/2017

*****100.00

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401



For: Utility Assistance Maggie Allen Acct: 90991-81002

001506 065300279 4800185868



"Breaking the Shackles of Poverty Through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	03	May 1 st - May 16, 2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Interim Assistance <i>*Assisted 9 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.</i>	1	797.96
			\$ 797.96

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

1514

Vendor: Mississippi Power Company

Date: 05/16/2017

Amount: 100.00

For: Veronica Harris 57351-82185

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION
05/16/2017	7112027	Veronica Harris 57351-82185

INVOICE AMOUNT	DIST. ACCOUNT
100.00	050129

DIST. AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1514

NUMBER

1514

DATE

05/16/2017

AMOUNT

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Veronica Harris 57351-82185

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK - TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈001514⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company
For: Avon Harris 16681-80097

Date: 05/16/2017

Amount: 100.00

1515

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
05/16/2017	7112028	Avon Harris 16681-80097	100.00	050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1515

NUMBER

85-27/653

1515

DATE

05/16/2017

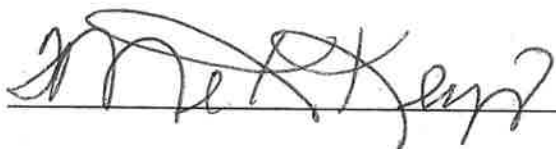
AMOUNT

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401



For: Avon Harris 16681-80097

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001515⑈ ⑆065300279⑆ ⑈4800185868⑈

SAFEGUARD SECURITY
SAFEGUARD SECURITY
KIP

Vendor: Mississippi Power Company
For: Henry J. Harris 40131-88124
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION
05/16/2017 7112029 Henry J. Harris 40131-881:

1516
Date: 05/16/2017 Amount: 70.23

INVOICE DIST.
AMOUNT ACCOUNT
70.23 050129
DIST.
AMOUNT
70.23

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1516

NUMBER

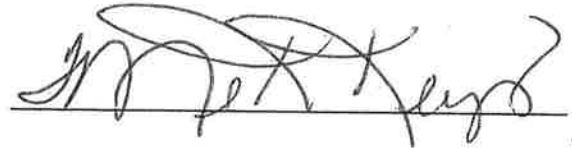
1516

DATE
05/16/2017

AMOUNT
*****70.23

PAY
TO THE
ORDER
OF

SEVENTY DOLLARS AND TWENTY THREE CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Henry J. Harris 40131-88124

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈001516⑈ ⑆065300279⑆ ⑈4800185868⑈

SAFEGUARD SECUR
SAFEGUARD SECUR
MP

Vendor: Mississippi Power Company
For: Gladys Lehn 43281-88089
Date: 05/16/2017 Amount: 58.21

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
05/16/2017	7112030	Gladys Lehn 43281-88089	58.21	050129	58.21

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1517

NUMBER

85-27/653

1517

DATE
05/16/2017

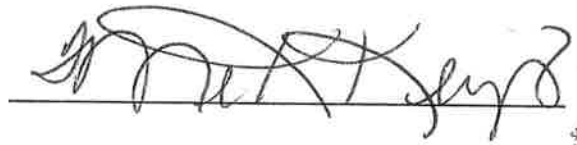
AMOUNT
*****58.21

PAY
TO THE
ORDER
OF

FIFTY EIGHT DOLLARS AND TWENTY ONE CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Gladys Lehn 43281-88089



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001517⑈ ⑈065300279⑈ ⑈4800185868⑈

SAFEGUARD SECUR
SAFEGUARD SECUR

BREAKTHROUGH COMMUNITY SERVICES, INC.
COUNSELING & EDUCATION ACCOUNT

1518

Vendor: Mississippi Power Company Date: 05/16/2017 Amount: 69.52
For: Nariade Taylor-Jones 43281-88089
INVOICE INVOICE INVOICE INVOICE DIST.
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT DIST.
05/16/2017 7112031 Nariade Taylor-Jones 432: 69.52 050129 69.52

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1518

NUMBER

1518

DATE

05/16/2017

AMOUNT

*****69.52

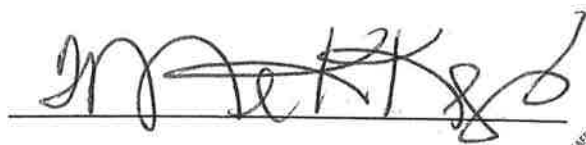
PAY
TO THE
ORDER
OF

SIXTY NINE DOLLARS AND FIFTY TWO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Nariade Taylor-Jones 43281-88089

40341-88142



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

001518 065300279 4800185868

Vendor: Mississippi Power Company Date: 05/16/2017 Amount: 100.00 1519
For: Brenda Boles 45931-85010

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
05/16/2017	7112032	Brenda Boles 45931-85010	100.00	050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1519

NUMBER

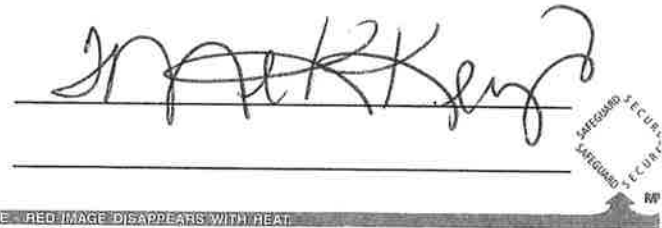
1519

DATE
05/16/2017AMOUNT
*****100.00PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Brenda Boles 45931-85010


SAFEGUARD SECURE
SAFEGUARD SECURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001519⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company

Date: 05/16/2017

Amount: 100.00

For: JoAnn Hill 24231-81026

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION
05/16/2017	7112033	JoAnn Hill 24231-81026

INVOICE AMOUNT	DIST. ACCOUNT
100.00	050129

DIST. AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1520

NUMBER

1520

DATE

05/16/2017

AMOUNT

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: JoAnn Hill 24231-81026

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001520⑈ ⑆065300279⑆ ⑈4800185868⑈

SECURITY
SECURITY
SECURITY
MP

Vendor: Mississippi Power Company
For: Marilyn Allen 01191-82044
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT
05/16/2017 7112034 Marilyn Allen 01191-82044 100.00 050129

1521

Date: 05/16/2017 Amount: 100.00

DIST.
AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1521

NUMBER

85-27/653

1521

DATE
05/16/2017

AMOUNT
*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Marilyn Allen 01191-82044



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001521⑈ ⑆065300279⑆ ⑈4800185868⑈

SAFEGUARD SECURE
SAFEGUARD SECURE
MP

Vendor: Mississippi Power Company
For: Ronnie Leverette 80301-82040
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT
05/16/2017 7112035 Ronnie Leverette 80301-8 100.00 050129 100.00

Date: 05/16/2017

Amount: 100.00

1522

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1522

NUMBER

85-27/653

1522

DATE

05/16/2017

AMOUNT

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Ronnie Leverette 80301-82040



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001522⑈ ⑆065300279⑆ ⑈4800185868⑈

SAFEGUARD SECURE
SAFEGUARD SECURE
MF



City of Hattiesburg, MS

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

FILE NUMBER: 2017-453

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual checks fo

Title: Approve and authorize issuance of manual checks for CDBG Program Claims per the attached memorandum. {Entitlement CDBG}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: Memorandum for CDBG Payments, State of Mississippi Certificate of Licensure for Lemanuel A Barnett, Memorandum from Councilman Kim Bradley to Director La'Keylah White re Payment of CDBG Clam to Barnett Concrete Work (5-2-17 Agenda, Mark Jordan's Response to Councilman Kim Bradley's Inquiry re Barnett Concrete Work, LLC

File Created: 05/25/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:
:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: June 6, 2017

Recipient:	Barnett Concrete Work, LLC
Activity:	Asbestos Abatement and Removal
Program:	CDBG
Project Site:	720 East 7 th Street
Amount Requested:	\$3,000.00
Purpose of Request:	Payment Request
Work Provided by:	Barnett Concrete Work, LLC

Recipient:	Paul Anderson Environmental
Activity:	Asbestos Inspections
Program:	CDBG
Project Site:	1315 Deason Avenue; 1107 Deason Avenue; 1107 1/2 Deason Avenue; 1407 Deason Avenue; 305 Klondyke Street; 216 Oak Street; 1305 Rebecca Avenue
Amount Requested:	\$3,900.00
Purpose of Request:	Payment Request
Work Provided by:	Paul Anderson Environmental

**Paul Anderson
Environmental**

Professional Service

4307 LAKE VISTA DRIVE
Jackson, MS 39212
Phone(601) 717-4287 Fax (601) 354-3133

paul34ander1974@yahoo.com

INVOICE

DATE 04/25/2017

To: City of Hattiesburg
Attn: Mark Jordan
Code Enforcement
PO Box 1898
Hattiesburg, MS 39403
mjordan@hattiesburgms.com

DESCRIPTION	AMOUNT
ASBESTOS INSPECTION OF 7 RESIDENTIAL PROPERTIES LOCATED IN HATTIESBURG, MISSISSIPPI.	\$3,900.00
THE PROPERTIES FOR PHASE VIII RESIDENTIAL DEMOLITION INCLUDE: - 1315 DEASON AVENUE – POOR CONDITION - \$500.00 - 1107 DEASON AVENUE – FAIR CONDITION - \$650.00 - 1107 ½ DEASON AVENUE – POOR CONDITION - \$600.00 - 1407 DEASON AVENUE – POOR CONDITION - \$500.00 - 305 KLONDYKE STREET – POOR CONDITION - \$550.00 - 216 OAK STREET – POOR CONDITION - \$500.00 - 1305 REBECCA AVENUE – POOR CONDITION - \$600.00 (PHASE VIII)	
	
TOTAL	\$3,900.00

THANK YOU FOR YOUR BUSINESS!

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

Lemanuel A Barnett

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Supervisor
Certification***



***Certificate No.: ABS-00006847
Expiration Date: May 18th, 2017
Training Expires on May 18th, 2017***

Chief, Asbestos & Lead Certification Branch

66959 LIC20170001



Mayor

Johnny L. DuPree, Ph.D.

Council- Ward 1

Kim Bradley

Council -Ward 2

Deborah Denard Delgado

Council -Ward 3

Carter Carroll

Council -Ward 4

Mary Dryden

Council- Ward 5

Hemy Naylor

May 4, 2017

FROM: Kim Bradley

City Council, Ward 1

TO: LaKeylah White

Director, Federal and State Programs

RE: Tabled Item, Payment of CDBG Claim to Barnett Concrete Work, 5-2-17 Agenda

This item was tabled because I have questions about the qualifications of the company that has been hired to do this work, and about the process that is being used to hire the company.

1. Barnett Concrete's license with the Board of Contractors expired April 14, 2017. The certificate lists the company as entitled to perform asbestos abatement or removal, concrete, and remodeling. However, MDEQ requires current certification from the Commission on Environmental Quality for contractors on asbestos projects. Barnett Concrete is not on the list MDEQ maintains of contractors with current asbestos certification; two other Forrest County contractors are on the list, though. Why are we not using their services?
2. What federal requirements apply to the use of CDBG funds to pay contractors for the removal, abatement and disposal of asbestos?
3. With regard to the hiring process, why are these projects not two-quoted? Barnett Concrete has received more than \$18,000 so far. This is a city-wide project and we have spent more than \$5,000. We have two-quoted this in the past, but lately have not; in fact, an RIP has even been used to pay this company.

Thank you.

Williams, Clarence P.

From: Jordan, Mark
Sent: Wednesday, May 10, 2017 5:18 PM
To: White, LaKeylah; Bradley, Kim
Cc: Carroll, Carter; DuPree, Mayor Johnny L.; Williams, Clarence P.; Brantley, Pattie; Eaton, Kermas
Subject: RE: memo from Council member Bradley, tabled item, payment of Barnett Concrete
Attachments: Lemanuel A Barnett.PDF

Good afternoon Director White and all addresses, hope all is well. Below you will find my answer as it relates to Councilman Bradley's question #1 and #3 to the tabled item of the CDBG Claim to Barnett Concrete.

Question #1: After doing research into the current certification issue I received an email on 5/8/17 from Virginia Rickles, who works in the Department of Air Division-Asbestos/Lead Certification Section at MDEQ. Attached in the email was a Certificate of Licensure which shows that Mr. Barnett's certification expires on May 18th, 2017. His certification was current at the time the work was completed based on the attached certificate.

Question #3: It was my interpretation of section 31-7-13 of the state purchasing statutes that for purchases under \$5,000 a two quote was not required based on how the statute is written which does not state anything about how it relates to a fiscal year or specific project.

It states:

"§ 31-7-13. All agencies and governing authorities shall purchase their commodities and printing; contract for garbage collection or disposal; contract for solid waste collection or disposal; contract for sewage collection or disposal; contract for public construction; and contract for rentals as herein provided.

(a) BIDDING PROCEDURE FOR PURCHASES NOT OVER \$5,000.00 Purpose –

Clarify No Bids Required Purchases which do not involve an expenditure of more than Five Thousand Dollars (\$5,000.00), exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive bids. However, nothing contained in this paragraph (a) shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive bids on purchases of Five Thousand Dollars (\$5,000.00) or less."

However after a meeting with Kermas Eaton and Darnelle Larremore on 5/9/17 and Darnelle and myself spoke with Mark Houston from the Ms. State Auditor's Office for clarity, on how I was interpreting the no bid/two quote bid process. Mr. Houston's statement was that when it comes to Asbestos Abatement and Testing that it might be considered a Professional Specialized Service. But he recommended that going forward because

we have spent more than \$5,000 on this service this fiscal year and with any service/purchase that we have spent over \$5,000 but under \$50,000 should be two quoted as a standard practice. (as long as it does not exceed a culmination of over \$50,000)

I was not aware that the \$5,000 threshold was for the total fiscal year purchase/service for all purchase/services based on how the statute is written I interpreted it as "per purchase" and not cumulative. I had a similar situation in December of last year when there was an issue with a demolition of a porch on a historic property where the purchasing department informed me that I had to get a two quote because that was the second demolition of the year and it would have exceeded the \$5,000 threshold for demolitions and that it was considered a "City Wide" project. I had a meeting with Kermas and several discussions with Janet Beech, the Purchasing Manager at that time, about how to move forward on that P.O. it was determined that I needed to two quote the project, which I did.

Nothing was said to me at that time about two quoting any other Code Enforcement services or purchases in the future because several others (Lot clearing and Asbestos Testing) had exceeded the \$5,000 cumulative threshold for the fiscal year as well. I assumed at that time the two quote issue was only in reference to this specific P.O. because, again nothing was said to me about any other services/purchases that had exceeded the \$5,000 threshold at that time as well.

Darnelle and I asked Mr. Houston what was the best way to handle these situations in the future since each case of asbestos Abatement/Testing on a structure or lot clearing could be different. He discussed various ways to look at this but he said ultimately that we should establish a "contractual" process with certain criteria for these services. Darnelle and I will explore this process for the near future. In the meantime, based on our conversation with Mr. Houston, Code Enforcement will immediately begin using the two quote process for all of the services that Code Enforcement will employ. In that process there will be a requirement that the vendor provide a copy of their current vender licenses and or certifications if applicable to avoid any potential issues like this in the future.

I hope this answers all of the questions and concerns.

Best Regards, Mark

From: White, LaKeylah

Sent: Friday, May 05, 2017 12:37 PM

To: Bradley, Kim <kbradley@hattiesburgms.com>

Cc: Carroll, Carter <ccarroll@hattiesburgms.com>; DuPree, Mayor Johnny L. <jdupree@hattiesburgms.com>; Williams, Clarence P. <cpwilliams@hattiesburgms.com>; Jordan, Mark <mjordan@hattiesburgms.com>; Brantley, Pattie <pbrantley@hattiesburgms.com>

Subject: Fwd: memo from Council member Bradley, tabled item, payment of Barnett Concrete

Good Afternoon Councilman Bradley and thank you for your questions. I am forwarding your memo to Mark Jordan as his office would be the conduit for some of the questions you pose.

In reference to question#2:

It is my understanding that the Community Development Division was simply partnering with this department to assist with paying associated cost related to demolition. This partnership has been in place for many years as these funds can be used for this purpose as elimination of slum and blight is a (federal) program goal. Asbestos abatement is a requirement for demolition projects. We were simply requesting to use CDBG funds to pay an invoice as presented from the Code division.

Sent from my iPhone

Begin forwarded message:

From: "Bernardo, Debbie" <dbernardo@hattiesburgms.com>
Date: May 4, 2017 at 3:57:54 PM CDT
To: "White, LaKeylah" <lwhite@hattiesburgms.com>
Cc: "taylorrental@gmail.com" <taylorrental@gmail.com>, CarterCarroll <carter205@aol.com>
Subject: memo from Council member Bradley, tabled item, payment of Barnett Concrete

Hi,

Forwarding this memo for Council member Bradley.

Debbie



City of Hattiesburg, MS

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

FILE NUMBER: 2017-448

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual check for

Title: Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Type: Action Item

Drafter: Kevin Jordan

In Control: City Council

Reference: La'Keylah
White

Attachments: Manual Check for Hollimon Construction - 106 Ruby
Avenue

File Created: 05/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

**Publication
Information:**

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: La'Keylah White
Department of Federal & State Programs
SUBJECT: Authorize issuance of manual check for HOME Program claims
DATE: May 23, 2017

The following request for payment is being submitted for approval during the City Council's June 6, 2017 meeting. Please authorize and approve issuance of manual check for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	HOME
Project Site:	106 Ruby Avenue
Amount Requested:	\$9,600.00
Purpose of Request:	Draw/Payment Request
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Mrs. Ferry Coney
106 Ruby Ave.
Hattiesburg, MS 39401

- Hang sheetrock and finish
- Plumbing rough in

Material & Labor: \$9,600.00

Curtis Hollimon

05-19-17A07:16 RCVD

Robb 05/19/17



City of Hattiesburg, MS

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

FILE NUMBER: 2017-450

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual check for

Title: Approve and authorize issuance of manual check for HOME Program Claim per the attached memorandum. {Entitlement HOME}

Type: Action Item

Drafter: Kevin Jordan

In Control: City Council

Reference: La'Keylah
White

Attachments: Manual Check for Hollimon Construction - 401 Milton
Barnes Avenue

File
Created: 05/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for HOME Program claims

DATE: May 23, 2017

The following request for payment is being submitted for approval during the City Council's June 6, 2017 meeting. Please authorize and approve issuance of manual check for the claim listed below:

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	HOME
Project Site:	401 Milton Barnes Avenue
Amount Requested:	\$10,000.00
Purpose of Request:	Draw/Payment Request
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Ms. Pearl Price
401 Milton Barnes Ave.
Hattiesburg, MS 39401

- Replace all windows
- Plumbing rough in

Material & Labor: \$10,000

Curtis Hollimon

05-19-17A07:16 h

Ro [Signature] 05/19/17



City of Hattiesburg, MS

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

FILE NUMBER: 2017-470

MEETING DATE: 06/06/2017

MINUTE BOOK NUMBER:

Brief Title: Approve claims docket for the period ending May 31

Title: Approve claims docket for the period ending May 31,2017.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: claims docket 5-31-17

File Created: 05/31/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/26/17

PERIOD ENDING MAY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	2262 FRT	00169513	16005384	FREIGHT CHARGE	05/31/17	257569	50.00-

A 1 FIRE EQUIPMENT							
Sum							50.00-
00001 ADVANCE AUTO PARTS	560453377457	00152100	16005552	REPR PTS/SUPP POLICE STOCK	05/31/17	257572	82.12-
00001 ADVANCE AUTO PARTS	560460818143	00159614	16005553	REPR PTS U#18328 POLICE	05/31/17	257572	109.22-
00001 ADVANCE AUTO PARTS	560460917922	00159935	16005554	REPR PTS ANIMAL CONTROL UNIT	05/31/17	257572	25.19-
00001 ADVANCE AUTO PARTS	569046120701	00160710	16005555	ANTIFREEZE FOR SHOP	05/31/17	257572	143.52-
00001 ADVANCE AUTO PARTS	560462604298	00164449	16005556	BATTERY U#14681 MYERS LDC	05/31/17	257572	91.11-

ADVANCE AUTO PARTS							
Sum							451.16-
00001 ADVANCED JANITORIAL SERV	101114 CITY	00170610	16005561	SERVS 5/17 CITY HALL/ENGR	05/31/17	257573	1,925.00-
00001 ADVANCED JANITORIAL SERV	101114 TRAFF	00170610	16005562	SERVS 5/17 TRAFFIC OFFICES	05/31/17	257573	250.00-

ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	975	00168683	16005464	INSTALL EQUIP ON MOTORCYCLES	05/31/17	257574	10,710.00-
00001 AFFORDABLE EMERGENCY LIG	982	00169660	16005469	WIRING REPR U#18319	05/31/17	257574	85.00-
00001 AFFORDABLE EMERGENCY LIG	985	00170518	16005592	REPRS U#18317/20657 POLICE	05/31/17	257574	255.00-
00001 AFFORDABLE EMERGENCY LIG	986	00170518	16005593	REPRS U#19345 POLICE	05/31/17	257574	255.00-
00001 AFFORDABLE EMERGENCY LIG	983	00170613	16005611	REPRS VARI POLICE UNITS	05/31/17	257574	530.74-

AFFORDABLE EMERGENCY LIG							
Sum							11,835.74-
00001 AIR PARTS	17874	00170476	16005637	MAINT PTS MECHANIC SHOP	05/31/17	257576	135.90-

AIR PARTS							
Sum							135.90-
00001 AIRDESIGNS SIGN & GRAFFI	505614	00169426	16005429	SIGNS TEMP POLICE DEPT	05/31/17	257577	310.00-
00001 AIRDESIGNS SIGN & GRAFFI	505615	00170382	16005614	LETTERING SUPP CONSTR DEPT	05/31/17	257577	216.00-

AIRDESIGNS SIGN & GRAFFI							
Sum							526.00-
00001 AIRGAS USA LLC (NORDAN S	9062795479	00169280	16005485	WELDING SUPP FOR SHOP	05/31/17	257578	245.65-
00001 AIRGAS USA LLC (NORDAN S	9063601012	00170363	16005509	WELDING GAS FIRE DEPT	05/31/17	257578	42.75-

AIRGAS USA LLC (NORDAN S							
Sum							288.40-
00001 ALABAMA ASSN OF FLOODPLA	REG MITCHELL	00170351	16005341	REG MITCHELL FLOODPLAIN CONF	05/31/17	257579	35.00-

ALABAMA ASSN OF FLOODPLA							
Sum							35.00-
00001 AMERICAN AIR SPECIALISTS	87285	00170195	16005354	PLUMBING REPR #8 FIRE STA	05/31/17	257581	559.17-
00001 AMERICAN AIR SPECIALISTS	87431	00170699	16005652	WATER HEATER REPR #1 FIRE STA	05/31/17	257581	187.50-

AMERICAN AIR SPECIALISTS							
Sum							746.67-
00001	ANDERSON RETAIL INC	128010	00170690	16005656	FLOORING 2ND ST PROJECT	05/31/17 257583	90.00-

ANDERSON RETAIL INC							
Sum							90.00-
00001	ASHLEY FURNITURE HOMESTO	970540	00167467	16005507	CREDENZAS VARI POL OFFICERS	05/31/17 257587	3,359.97-

ASHLEY FURNITURE HOMESTO							
Sum							3,359.97-
00001	AT&T	601M81832700	02017515	16005332	MNTHLY SERV 5/17 VARI DEPTS	05/31/17 257588	14,904.87-
00001	AT&T	601545491010	02017523	16005348	SERV 5/8-6/7/17 POL DISPATCH	05/31/17 257589	164.24-
00001	AT&T	601M26684200	00170390	16005369	INTERACT SOFTWARE SUPPORT	05/31/17 257590	6,761.00-
00001	AT&T	601M26491400	00170390	16005370	INTERACT SOFTWARE SUPPORT	05/31/17 257591	47.00-
00001	AT&T	601M26940440	00020178	16005380	MNTHLY 5/17 POLICE DEPT	05/31/17 257592	76.00-
00001	AT&T	056314932900	02017550	16005617	LONG DIST 5/17 POLICE DISPATCH	05/31/17 257593	888.64-

AT&T							
Sum							22,841.75-
00001	AT&T CAPITAL SERVICES	3010972	00170408	16005394	HPD INTERACT SOFTWARE	05/31/17 257594	12,556.56-

AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001	AT&T MOBILITY	287273578351	00170357	16005336	WIRELESS SERV 4/17 VARI DEPTS	05/31/17 257595	9,449.73-
00001	AT&T MOBILITY	287273578351	00170369	16005337	WIRELESS SERV 3/17 VARI DEPTS	05/31/17 257595	9,152.64-
00001	AT&T MOBILITY	287273861504	00170306	16005338	GPS TRACKING 4/17 VARI DEPTS	05/31/17 257595	2,153.99-

AT&T MOBILITY							
Sum							20,756.36-
00001	AUTO ARMATURE SERVICE IN	09256	00168620	16005359	BATTERIES U#16756/16716	05/31/17 257598	473.85-
00001	AUTO ARMATURE SERVICE IN	1934	00168932	16005360	BATTERY U#17313 POLICE	05/31/17 257598	138.95-
00001	AUTO ARMATURE SERVICE IN	09278	00169346	16005361	BATTERY U#18328 POLICE	05/31/17 257598	166.98-
00001	AUTO ARMATURE SERVICE IN	2405(A)	00169655	16005362	BATTERY U#18205 POLICE	05/31/17 257598	349.98-
00001	AUTO ARMATURE SERVICE IN	09287	00169671	16005363	BATTERIES U#20423/20425	05/31/17 257598	333.90-
00001	AUTO ARMATURE SERVICE IN	2405(B)	00169693	16005364	ADDL AMT DUE PO#169655	05/31/17 257598	49.97-
00001	AUTO ARMATURE SERVICE IN	09313	00170242	16005373	BATTERY U#16723 PUBLIC WORKS	05/31/17 257598	142.95-
00001	AUTO ARMATURE SERVICE IN	09311	00170243	16005374	BATTERY U#18547 PUBLIC WORKS	05/31/17 257598	277.90-
00001	AUTO ARMATURE SERVICE IN	09312	00170243	16005375	BATTERY U#20152 PUBLIC WORKS	05/31/17 257598	285.90-
00001	AUTO ARMATURE SERVICE IN	09320	00170419	16005487	BATTERY U#15856 CEMETERY	05/31/17 257598	127.95-

AUTO ARMATURE SERVICE IN							
Sum							2,348.33-
00001	BACTES	K07MR-1	00170512	16005465	PROCESSING FEE	05/31/17 257600	15.00-
00001	BACTES	K23FD-1	00170512	16005466	PROCESSING FEE	05/31/17 257600	14.00-

BACTES							
Sum							29.00-
00001	BIG IRON DIESEL REPAIR L	RO1738	00170178	16005456	REPRS U#15892 STREET	05/31/17 257605	4,408.22-
00001	BIG IRON DIESEL REPAIR L	RO1766	00170542	16005539	REPRS U#16083	05/31/17 257605	380.00-

BIG IRON DIESEL REPAIR L

Sum							4,788.22-
00001	BOURNE BROTHERS PRINTING	61065	00170416	16005491	TORNADO BOOKLETS MML AWARDS	05/31/17	257609 200.00-
00001	BOURNE BROTHERS PRINTING	61137	00170471	16005551	NNO YARD SIGNS	05/31/17	257609 50.00-

BOURNE BROTHERS PRINTING

Sum							250.00-
00001	BRACKMAN MOWER WAREHOUSE	27683	00170244	16005387	LAWN MOWER BELTS	05/31/17	257611 124.34-
00001	BRACKMAN MOWER WAREHOUSE	28178	00170393	16005488	LAWN MOWER BELTS CEM STOCK	05/31/17	257611 239.75-
00001	BRACKMAN MOWER WAREHOUSE	28204	00170502	16005542	WEEDEATER STRING	05/31/17	257611 432.00-

BRACKMAN MOWER WAREHOUSE

Sum							796.09-
00001	BRANTLEY, PATRICIA G	TRAV ADVANCE	00170455	16005436	TRAV ADV MMA CONF BILOXI	05/31/17	257613 185.00-

BRANTLEY, PATRICIA G

Sum							185.00-
00001	BRUCE ROSSMEYERS DAYTONA	05012017	00170509	16005588	TITLE FEES 2015 MOTORCYCLES	05/31/17	257615 1,333.92-
00001	BRUCE ROSSMEYERS DAYTONA	3105084	00170723	16005671	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 719.37-
00001	BRUCE ROSSMEYERS DAYTONA	3106485	00170723	16005673	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 790.69-
00001	BRUCE ROSSMEYERS DAYTONA	3108098	00170723	16005674	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 425.33-
00001	BRUCE ROSSMEYERS DAYTONA	3105431	00170723	16005675	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 649.69-
00001	BRUCE ROSSMEYERS DAYTONA	3104660	00170723	16005676	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 249.11-
00001	BRUCE ROSSMEYERS DAYTONA	3105014	00170723	16005677	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 427.91-
00001	BRUCE ROSSMEYERS DAYTONA	3107878	00170723	16005678	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 425.33-
00001	BRUCE ROSSMEYERS DAYTONA	3105493	00170723	16005679	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 766.96-
00001	BRUCE ROSSMEYERS DAYTONA	3105532	00170723	16005680	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 273.05-
00001	BRUCE ROSSMEYERS DAYTONA	3106882	00170723	16005681	MTRCYCLE REPRS/PTS POLICE	05/31/17	257615 159.40-

BRUCE ROSSMEYERS DAYTONA

Sum							6,220.76-
00001	BUTLER, SNOW, O'MARA, STEVE	10153193	00170523	16005498	SRVS CONT.DISCLOSURE STMT '16	05/31/17	257619 3,000.00-

BUTLER, SNOW, O'MARA, STEVE

Sum							3,000.00-
00001	C SPIRE (MEGAGATE)	1064253	00170440	16005393	INET/NETWORK 5/17 INFO TECH	05/31/17	257621 17,836.40-

C SPIRE (MEGAGATE)

Sum							17,836.40-
00001	CABLE CAR CLASSICS INC	INV9778	00168087	16005626	REPRS U#17899 TORNADO 2017	05/31/17	257622 833.28-

CABLE CAR CLASSICS INC

Sum							833.28-
00001	CANON FINANCIAL SERVICES	17334895	00170522	16005497	COPIER 5/17 PURCHASING DEPT	05/31/17	257623 115.00-
00001	CANON FINANCIAL SERVICES	16093819	00170588	16005559	COPIER 5/16 PURCHASING DEPT	05/31/17	257623 115.00-

CANON FINANCIAL SERVICES

Sum							230.00-
00001	CARQUEST AUTO PARTS STOR	14758-89196	00170220	16005356	PTS/SUPP CEMETERY SHOP	05/31/17	257626 75.46-
00001	CARQUEST AUTO PARTS STOR	14758-84821	00168104	16005437	REPR PTS U#17577/14758/SHOP	05/31/17	257626 319.86-
00001	CARQUEST AUTO PARTS STOR	14758-87103	00168336	16005438	REPR PTS U#19700 POLICE	05/31/17	257626 439.95-

00001	CARQUEST AUTO PARTS STOR	14758-97091	00168619	16005439	REPR PTS VARI UNITS/STOCK	05/31/17	257626	678.24-
00001	CARQUEST AUTO PARTS STOR	14758-86588	00168725	16005440	REPR PTS VARI UNITS/STOCK	05/31/17	257626	459.23-
00001	CARQUEST AUTO PARTS STOR	14758-86586	00168734	16005441	REPR PTS U#17894/16756	05/31/17	257626	384.49-
00001	CARQUEST AUTO PARTS STOR	14758-86581	00168917	16005442	REPR PTS U#18358/17357	05/31/17	257626	352.26-
00001	CARQUEST AUTO PARTS STOR	14758-87205	00169030	16005443	REPR PTS VARI UNITS/STOCK	05/31/17	257626	694.55-
00001	CARQUEST AUTO PARTS STOR	14758-87762	00169342	16005444	REPR PTS VARI UNITS/STOCK	05/31/17	257626	724.06-
00001	CARQUEST AUTO PARTS STOR	14758-87810	00169544	16005445	REPR PTS U#18322/STOCK	05/31/17	257626	381.76-
00001	CARQUEST AUTO PARTS STOR	14758-88801	00169670	16005446	OIL FILTER POLICE STOCK	05/31/17	257626	55.92-
00001	CARQUEST AUTO PARTS STOR	14758-88809	00169845	16005447	REPR PTS U#17313 POLICE	05/31/17	257626	279.01-
00001	CARQUEST AUTO PARTS STOR	14758-88810	00169845	16005448	REPR PTS U#16657 POLICE	05/31/17	257626	13.15-
00001	CARQUEST AUTO PARTS STOR	14758-88811	00169845	16005449	REPR PTS U#19709 POLICE	05/31/17	257626	143.07-
00001	CARQUEST AUTO PARTS STOR	14758-88812	00169845	16005450	REPR PTS U#17895 POLICE	05/31/17	257626	190.22-
00001	CARQUEST AUTO PARTS STOR	14758-88813	00169845	16005451	REPR PTS U#18333 POLICE	05/31/17	257626	77.08-
00001	CARQUEST AUTO PARTS STOR	14758-88814	00169845	16005452	REPR PTS U#17573 POLICE	05/31/17	257626	173.85-
00001	CARQUEST AUTO PARTS STOR	14758-88815	00169845	16005453	REPR PTS POLICE STOCK	05/31/17	257626	19.56-

CARQUEST AUTO PARTS STOR								
Sum								
00001	CARR, RIGGS & INGRAM	16277734	00170299	16005321	PROGRESS BILL FY2015 AUDIT	05/31/17	257627	5,461.72-

CARR, RIGGS & INGRAM								
Sum								
00001	CHAIN ELECTRIC COMPANY	62302	00169994	16005483	GENERATOR REPR #5 FIRE STA	05/31/17	257633	30,000.00-

CHAIN ELECTRIC COMPANY								
Sum								
00001	CHIEF LAW ENFORCEMENT SU	438996	00167836	16005523	FIRE FIGHTERS RAIN GEAR	05/31/17	257634	4,015.00-

CHIEF LAW ENFORCEMENT SU								
Sum								
00001	CINTAS CORPORATION #J66	J66543191	00170710	16005658	MATS 5/22 PUBLIC WORKS	05/31/17	257635	800.80-
00001	CINTAS CORPORATION #J66	J66543193	00170710	16005659	MATS 5/22 PUBLIC WORKS	05/31/17	257635	7.90-
00001	CINTAS CORPORATION #J66	J66543196	00170710	16005660	MATS 5/22 PUBLIC WORKS	05/31/17	257635	24.04-

CINTAS CORPORATION #J66								
Sum								
00001	CITY OF HATTIESBURG FUND TRF 2ND 5/17	02017542	16005531	TRF 2ND 5/17 PAYROLL	05/23/17	111824	58.04-	1,174,841.84-

CITY OF HATTIESBURG FUND								
Sum								
00001	CITY OF HATTIESBURG FUND TEMPORARY LO	02017524	16005349	TEMPORARY LOAN 5/17	05/15/17	111816	1,174,841.84-	40,000.00-

CITY OF HATTIESBURG FUND								
Sum								
00001	COLUMBIA LAW ENFORCEMENT REG HERRIN 5	00170686	16005631	REG HERRIN INTERROGATION CLS	05/31/17	257642	40,000.00-	150.00-
00001	COLUMBIA LAW ENFORCEMENT REG DANIELS	00170686	16005632	REG DANIELS INTERROGATION CLS	05/31/17	257642	150.00-	150.00-
00001	COLUMBIA LAW ENFORCEMENT REG RUPLE-BI	00170686	16005633	REG RUPLE-BICE INTERROGTN CLS	05/31/17	257642	150.00-	150.00-

COLUMBIA LAW ENFORCEMENT								
Sum								
00001	COMCAST CABLEVISION OF H	095776394130	00170423	16005400	CABLE 5/17 TRAFFIC/CONSTR	05/31/17	257643	450.00-
00001	COMCAST CABLEVISION OF H	095777910210	00170573	16005517	CONVERTER BOX 5/17 POLICE	05/31/17	257643	6.71-

93.17-								

00001 COMCAST CABLEVISION OF H 095777455960 00170608 16005563 CABLE 5/15-6/14/17 CITY HALL	05/31/17	257643	33.40-

COMCAST CABLEVISION OF H			
Sum			133.28-
00001 COMPLETE ENVIRONMENTAL & 8771 00170337 16005345 RIGHT WAY THROW AWAY DAY	05/31/17	257644	122,629.99-

COMPLETE ENVIRONMENTAL &			
Sum			122,629.99-
00001 CROSBY, TANGELA (REFUND DAMAGE DEP R 02017553 16005622 DAMAGE DEPOSIT REFUND	05/31/17	257647	350.00-
00001 CROSBY, TANGELA (REFUND DAMAGE DEP R 02017553 16005623 DAMAGE DEPOSIT REFUND	05/31/17	257647	200.00-

CROSBY, TANGELA (REFUND			
Sum			550.00-
00001 CROWDERGULF HAT042017-06 00170528 16005499 DEBRIS RMVL TORNADO 1/2017	05/31/17	257648	287,616.98-

CROWDERGULF			
Sum			287,616.98-
00001 CUSTOM PRODUCTS CORP 289276 00169676 16005455 ROAD RUMBLE STRIPS/ADHESIVE	05/31/17	257651	1,376.80-
00001 CUSTOM PRODUCTS CORP 289531 00170304 16005537 BLANK SIGNS FOR TRAFFIC	05/31/17	257651	665.00-

CUSTOM PRODUCTS CORP			
Sum			2,041.80-
00001 D P S CRIME LAB 90060265 00170513 16005467 ANALYTICAL FEES	05/31/17	257653	300.00-

D P S CRIME LAB			
Sum			300.00-
00001 DATALINE ASSOCIATES PCM32847 00170216 16005353 PRINTER INK INFO TECH	05/31/17	257654	1,204.30-

DATALINE ASSOCIATES			
Sum			1,204.30-
00001 DEBRISTECH 001056 00170529 16005500 MONITOR DEBRIS RMVL TORNADO	05/31/17	257655	26,642.25-

DEBRISTECH			
Sum			26,642.25-
00001 DENSON OIL COMPANY INC 104047 00170385 16005645 GAS FOR FUEL STATION	05/31/17	257658	10,350.60-
00001 DENSON OIL COMPANY INC 104200 00170559 16005646 GAS FOR FUEL STATION	05/31/17	257658	9,807.44-
00001 DENSON OIL COMPANY INC 104198 00170559 16005647 DIESEL FOR FUEL STATION	05/31/17	257658	6,956.93-

DENSON OIL COMPANY INC			
Sum			27,114.97-
00001 DOSSETT PONTIAC CADILLAC GCCS161927 00170640 16005625 OIL CHANGE MAYOR'S CAR	05/31/17	257663	51.06-

DOSSETT PONTIAC CADILLAC			
Sum			51.06-
00001 DOUGLAS, STEPHEN (REFUND DAMAGE DEP R 02017553 16005624 DAMAGE DEPOSIT REFUND	05/31/17	257664	150.00-

DOUGLAS, STEPHEN (REFUND			
Sum			150.00-
00001 E-Z GARAGE DOOR SERVICE, 224 00169251 16005672 REPR P/W ROLL UP DOOR TORNADO	05/31/17	257665	1,325.00-

E-Z GARAGE DOOR SERVICE,									
Sum									1,325.00-
00001	ECONOMY SUPPLY CO	273470	00170343	16005391	ENTRY LOCKS SANIT DEPT	05/31/17	257666	57.00-	
00001	ECONOMY SUPPLY CO	273220	00170395	16005430	BAGS CEMENT CREW WORKERS	05/31/17	257666	402.50-	

ECONOMY SUPPLY CO									
Sum									459.50-
00001	EMERGENCY EQUIPMENT PROF	427067	00170325	16005365	REPRS U#18100 FIRE DEPT	05/31/17	257668	457.50-	
00001	EMERGENCY EQUIPMENT PROF	426109	00169141	16005546	REPR PTS U#18098 FIRE DEPT	05/31/17	257668	85.75-	

EMERGENCY EQUIPMENT PROF									
Sum									543.25-
00001	EMERGENCY MANAGEMENT DIS	CONTRIB Q/E	00170590	16005576	CONTRIB Q/E 6/30/17	05/31/17	257669	25,250.00-	

EMERGENCY MANAGEMENT DIS									
Sum									25,250.00-
00001	EMPIRE TRUCK SALES (H'BU	CE006122954:	00170637	16005616	REPR PTS U#20071 SANIT	05/31/17	257670	82.69-	

EMPIRE TRUCK SALES (H'BU									
Sum									82.69-
00001	EQUIFAX INFORMATION SERV	4276002	00170628	16005567	ONLINE INVESTIGATIONS	05/31/17	257671	31.86-	

EQUIFAX INFORMATION SERV									
Sum									31.86-
00001	EQUIPMENT INC	164002914	00170436	16005558	REPR PTS U#15856 SKID-STEER	05/31/17	257672	24.40-	

EQUIPMENT INC									
Sum									24.40-
00001	EXPOSE, DENZEL	TRAVEL REIMB	00170451	16005397	EXPNS FIRE FIGHTER CLASS	05/31/17	257675	124.99-	
00001	EXPOSE, DENZEL	TRAVEL REIMB	00170543	16005522	EXPNS FIRE FIGHTER CLASS	05/31/17	257675	129.38-	

EXPOSE, DENZEL									
Sum									254.37-
00001	F B I NATIONAL ACADEMY-M	REG SIMS 7/1	00170565	16005520	REG SIMS CONF GULFPORT	05/31/17	257676	300.00-	

F B I NATIONAL ACADEMY-M									
Sum									300.00-
00001	FEDERAL EXPRESS	5-790-71674	00170330	16005343	SERV 4/26/17 ENGR DEPT	05/31/17	257678	17.79-	
00001	FEDERAL EXPRESS	5-796-99232	00170643	16005599	SHIP MML TORNADO BOOKS 5/12	05/31/17	257678	26.23-	
00001	FEDERAL EXPRESS	5-752-55224	00170659	16005604	SERV 3/21/17 PLANNING	05/31/17	257678	64.24-	
00001	FEDERAL EXPRESS	5-796-99232 (	00170675	16005639	SERVS 5/6/17 ENGR DEPT	05/31/17	257678	73.41-	

FEDERAL EXPRESS									
Sum									181.67-
00001	FERGUSON ENTERPRISES INC	6758038	00170127	16005386	ICE MACHINE REPR PTS	05/31/17	257679	36.11-	
00001	FERGUSON ENTERPRISES INC	6780482	00170341	16005477	PLUMB SUPP 2ND ST PROJECT	05/31/17	257679	504.74-	

FERGUSON ENTERPRISES INC									
Sum									540.85-
00001	FIRST AID PRODUCT	501316	00170498	16005536	FIRST AID SUPP TEMP POL BLDG	05/31/17	257680	381.14-	

FIRST AID PRODUCT									

Sum									381.14-	
00001	FIRST NATIONAL BANK OF C	4/15/2017	02017519	16005355	TIF MIDTOWN MARKET INTEREST	05/15/17	111818	5,500.00-		
00001	FIRST NATIONAL BANK OF C	4/15/2017	02017519	16005355	TIF MIDTOWN MARKET INTEREST	05/15/17	111818	5,500.00	-----	
FIRST NATIONAL BANK OF C										
Sum										
00001	FORD, DARRYL		TRAV ADVANCE	00170564	16005518	TRAV ADV MLEOA CNF D'IBERVILL	05/31/17	257682	490.72-	

FORD, DARRYL										
Sum									490.72-	
00001	FUELMAN OF MS		BG127044	NP5	00170474	16005454	FUEL CHG 5/5/17	05/31/17	257684	42.26-
00001	FUELMAN OF MS		BG120744	NP5	00170515	16005460	FUEL CHGS 4/17-23/17	05/31/17	257684	129.38-
00001	FUELMAN OF MS		BG127044	NP5	00170515	16005461	FUEL CHGS 5/1-7/17	05/31/17	257684	170.11-

FUELMAN OF MS										
Sum									341.75-	
00001	G & K SERVICES		6035834372		00170432	16005402	UNIFORMS 5/08	05/31/17	257689	27.47-
00001	G & K SERVICES		6035834371		00170432	16005403	UNIFORMS 5/08	05/31/17	257689	56.91-
00001	G & K SERVICES		6035834385		00170432	16005404	UNIFORMS 5/08	05/31/17	257689	88.10-
00001	G & K SERVICES		6035834382		00170432	16005405	UNIFORMS 5/08	05/31/17	257689	23.40-
00001	G & K SERVICES		6035834384		00170432	16005406	UNIFORMS 5/08	05/31/17	257689	65.06-
00001	G & K SERVICES		6035834386		00170432	16005407	UNIFORMS 5/08	05/31/17	257689	50.53-
00001	G & K SERVICES		6035834383		00170432	16005408	UNIFORMS 5/08	05/31/17	257689	163.81-
00001	G & K SERVICES		6035834387		00170432	16005409	UNIFORMS 5/08	05/31/17	257689	68.27-
00001	G & K SERVICES		6035836438		00170434	16005410	UNIFORMS 5/15	05/31/17	257689	160.47-
00001	G & K SERVICES		6035836437		00170434	16005411	UNIFORMS 5/15	05/31/17	257689	56.91-
00001	G & K SERVICES		6035836451		00170434	16005412	UNIFORMS 5/15	05/31/17	257689	74.10-
00001	G & K SERVICES		6035836448		00170434	16005413	UNIFORMS 5/15	05/31/17	257689	23.40-
00001	G & K SERVICES		6035836450		00170434	16005414	UNIFORMS 5/15	05/31/17	257689	65.06-
00001	G & K SERVICES		6035836452		00170434	16005415	UNIFORMS 5/15	05/31/17	257689	50.53-
00001	G & K SERVICES		6035836449		00170434	16005416	UNIFORMS 5/15	05/31/17	257689	39.81-
00001	G & K SERVICES		6035836453		00170434	16005417	UNIFORMS 5/15	05/31/17	257689	68.27-
00001	G & K SERVICES		6035834373		00170433	16005418	MATS 5/08	05/31/17	257689	6.40-
00001	G & K SERVICES		6035834389		00170433	16005419	MOP/MAT 5/08	05/31/17	257689	26.65-
00001	G & K SERVICES		6035834388		00170433	16005420	MOP/MAT 5/08	05/31/17	257689	24.80-
00001	G & K SERVICES		6035834390		00170433	16005421	MATS 5/08	05/31/17	257689	4.70-
00001	G & K SERVICES		6035836439		00170435	16005422	MATS 5/15	05/31/17	257689	6.40-
00001	G & K SERVICES		6035836454		00170435	16005423	MOP/MAT 5/15	05/31/17	257689	24.80-
00001	G & K SERVICES		6035836455		00170435	16005424	MOP/MAT 5/15	05/31/17	257689	26.65-
00001	G & K SERVICES		6035836456		00170435	16005425	MATS 5/15	05/31/17	257689	4.70-
00001	G & K SERVICES		6035838501		00170596	16005661	UNIFORMS 5/22	05/31/17	257689	74.10-
00001	G & K SERVICES		6035838500		00170596	16005662	UNIFORMS 5/22	05/31/17	257689	65.06-
00001	G & K SERVICES		6035838498		00170596	16005663	UNIFORMS 5/22	05/31/17	257689	23.40-
00001	G & K SERVICES		6035838502		00170596	16005664	UNIFORMS 5/22	05/31/17	257689	50.53-
00001	G & K SERVICES		6035838499		00170596	16005665	UNIFORMS 5/22	05/31/17	257689	226.81-
00001	G & K SERVICES		6035838490		00170596	16005666	UNIFORMS 5/22	05/31/17	257689	27.47-
00001	G & K SERVICES		6035838489		00170596	16005667	UNIFORMS 5/22	05/31/17	257689	56.91-
00001	G & K SERVICES		6035838503		00170596	16005668	UNIFORMS 5/22	05/31/17	257689	68.27-

G & K SERVICES										
Sum									1,799.75-	
00001	GARNER LUMLEY ELECTRIC S	535724	00169215	16005510	ST LIGHT ELEC SUPP #1	FIRE	05/31/17	257690	2,010.00-	

Sum										2,010.00-
00001	GILLILANDS	ELECTRONICS	S	64119	00170340	16005344	TRIM OUT COMPUTER/PHONE SANIT	05/31/17	257691	177.24-
00001	GILLILANDS	ELECTRONICS	S	64150	00170384	16005573	REPLACE/INSTALL CAMERA	05/31/17	257691	725.00-
00001	GILLILANDS	ELECTRONICS	S	63947	00170660	16005627	MOVE FAX LINE POLICE ADM	05/31/17	257691	82.50-
00001	GILLILANDS	ELECTRONICS	S	64218	00170668	16005628	MNTHLY PHONE RENT POLICE DEPT	05/31/17	257691	884.99-
00001	GILLILANDS	ELECTRONICS	S	64039	00170668	16005629	MNTHLY PHONE RENT POLICE DEPT	05/31/17	257691	884.99-

Sum												2,754.72-
00001 GLOBAL SECURITY COMPANY	SECURITY DET	02017551	16005618	SECURITY DETAIL RFD	4/30		05/31/17	257693				115.50-
00001 GLOBAL SECURITY COMPANY	SECURITY DET	02017551	16005619	SECURITY DETAIL RFD	4/30		05/31/17	257693				115.50-

Sum												231.00-
00001	GULF	COAST	OFFICE	PRODUC	28024-0	00168479	16005327	OFFICE	SUPP LAND CODE	05/31/17	257699	305.09-
00001	GULF	COAST	OFFICE	PRODUC	C 27616-0	00168479	16005330	CREDIT	PO#167235 PURCH DEPT	05/31/17	257699	240.42
00001	GULF	COAST	OFFICE	PRODUC	28513-0	00170311	16005492	OFFICE	SUPP PLANNING DEPT	05/31/17	257699	180.55-
00001	GULF	COAST	OFFICE	PRODUC	27760-0	00167715	16005583	OFFICE	FURNITURE PURCH DEPT	05/31/17	257699	1,652.99-
00001	GULF	COAST	OFFICE	PRODUC	27760-1	00167715	16005584	OFFICE	FURNITURE PURCH DEPT	05/31/17	257699	109.69-
00001	GULF	COAST	OFFICE	PRODUC	C 25697-0	00167715	16005590	CREDIT	PO#161158	05/31/17	257699	61.79
00001	GULF	COAST	OFFICE	PRODUC	25805-0	00167715	16005591	OFFICE	SUPP PO#161158 PURCH	05/31/17	257699	61.79-
00001	GULF	COAST	OFFICE	PRODUC	28572-0	00170524	16005607	OFFICE	SUPP PLANNING DEPT	05/31/17	257699	185.73-
00001	GULF	COAST	OFFICE	PRODUC	28572-1	00170524	16005608	OFFICE	SUPP PLANNING DEPT	05/31/17	257699	85.44-

[illegible][illegible]

Sum									2,232.86-
00001 HARBOR FREIGHT	801925	00170252	16005390	FLOORING NAILER/STAPLER	05/31/17	257703			139.97-

Sum									139.97-				
00001	HATTIESBURG	HYDRAULICS	I	68284	00168385	16005378	REPR	PTS	U#14409	SANIT	05/31/17	257704	187.79-
00001	HATTIESBURG	HYDRAULICS	I	69408	00170537	16005579	REPR	PTS	U#16010	CEMETERY	05/31/17	257704	31.02-

[illegible]

Sum	395.00-
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00001 HICKS LAW FIRM, LLC	8136	00170297 16005324 SRV R WARD VS HBRG POLICE DEP	05/31/17	257707	1,460.00-
00001 HICKS LAW FIRM, LLC	8162	00170298 16005325 SRV R WARD VS HBRG POLICE DEP	05/31/17	257707	2,005.62-

HICKS LAW FIRM, LLC					
Sum					3,465.62-
00001 HIGGASON, HALEY (REFUND DAMAGE DEP R 02017553 16005620 DAMAGE DEPOSIT REFUND			05/31/17	257708	600.00-

HIGGASON, HALEY (REFUND					
Sum					600.00-
00001 HILL, LEROY COFFEE CO IN 699261		00170389 16005368 COFFEE SERV M/ADM	05/31/17	257709	72.79-

HILL, LEROY COFFEE CO IN					
Sum					72.79-
00001 HOBGOOD, GRANT	TRAV ADVANCE	00170447 16005395 TRAV ADV BIKERS CNF WISCONSIN	05/31/17	257710	968.88-

HOBGOOD, GRANT					
Sum					968.88-
00001 HOL-MAC CORPORATION	339523	00170052 16005388 REPR PTS U#16009	05/31/17	257711	153.01-

HOL-MAC CORPORATION					
Sum					153.01-
00001 HOME DEPOT	6970570	00169649 16005506 STORAGE UNIT SHELVES	05/31/17	257714	3,580.00-
00001 HOME DEPOT	9970667	00169848 16005508 18 VOLT TOOL BATTERIES	05/31/17	257714	119.00-
00001 HOME DEPOT	8044761	00169847 16005513 SILT FENCE CEMETERY PROJECT	05/31/17	257714	59.96-

HOME DEPOT					
Sum					3,758.96-
00001 HUGHES SUPPLY	S150048512.0	00170040 16005366 A/C COIL CLEANER PUB WORKS	05/31/17	257715	102.26-
00001 HUGHES SUPPLY	S150137731.0	00170326 16005431 A/C SUPP CONSTR DEPT	05/31/17	257715	136.96-
00001 HUGHES SUPPLY	S149721719.0	00168998 16005524 BLDG MATLS 2ND ST PROJECT	05/31/17	257715	2,710.60-
00001 HUGHES SUPPLY	S149832846.0	00169403 16005577 A/C UNIT TRAFFIC OFFICE CECIL	05/31/17	257715	1,013.68-

HUGHES SUPPLY					
Sum					3,963.50-
00001 INDOFF INC	2961108	00170454 16005636 JANIT SUPP FIRE DEPT	05/31/17	257717	1,033.93-
00001 INDOFF INC	2961765	00170531 16005657 OFFICE SUPP CEMETERY	05/31/17	257717	113.49-

INDOFF INC					
Sum					1,147.42-
00001 INNOVATIVE SERVICE SOLUT 20170046		00169207 16005538 SEMI ANNUAL AED MAINT	05/31/17	257719	380.00-

INNOVATIVE SERVICE SOLUT					
Sum					380.00-
00001 INTAPOL INDUSTRIES, INC 04960		00167172 16005609 MOTORCYCLE BOOTS	05/31/17	257720	298.98-

INTAPOL INDUSTRIES, INC					
Sum					298.98-
00001 INTERFACE SECURITY SYSTE 18741139		00170575 16005525 SECURITY 6/17 SOUTH HILL CEM	05/31/17	257721	29.95-
00001 INTERFACE SECURITY SYSTE 18732569		00170575 16005526 SECURITY 6/17 HIGHLAND CEM	05/31/17	257721	33.02-

INTERFACE SECURITY SYSTE					
Sum					62.97-

00001 J M H GRAPHICS	11107	00169892 16005535 T SHIRTS FOR ENTRY TEAM	05/31/17	257722	258.00-

J M H GRAPHICS					
Sum					
00001 JOHNNY'S WRECKER SERVICE	32282	00170545 16005547 TOWING U#16083 SANIT	05/31/17	257725	250.00-
00001 JOHNNY'S WRECKER SERVICE	32283	00170546 16005548 TOWING U#20091 SANIT	05/31/17	257725	350.00-
00001 JOHNNY'S WRECKER SERVICE	32088	00170547 16005549 TOWING U#15892 SANIT	05/31/17	257725	350.00-
00001 JOHNNY'S WRECKER SERVICE	32146	00170595 16005578 TOWING U#14406	05/31/17	257725	250.00-
00001 JOHNNY'S WRECKER SERVICE	32041	00170589 16005580 TOWING U#16010 CEMETERY	05/31/17	257725	250.00-

JOHNNY'S WRECKER SERVICE					
Sum					
00001 JUST PROMOS USA	2170342	00169205 16005534 ADVERTISING SUPP M/ADM	05/31/17	257733	1,450.00-

JUST PROMOS USA					
Sum					
00001 LABONCO CORPORATION	614826	00170507 16005650 FINGERPRINT MACHINE FILTERS	05/31/17	257743	4,337.01-

LABONCO CORPORATION					
Sum					
00001 LARRY'S WRECKER SERVICE	3158	00170510 16005470 TOWING U#19750 POLICE	05/31/17	257746	169.58-
00001 LARRY'S WRECKER SERVICE	2948	00170510 16005471 TOWING VEHICLE FOR PROCESS	05/31/17	257746	65.00-
00001 LARRY'S WRECKER SERVICE	3155	00170510 16005472 TOWING U#18322 POLICE	05/31/17	257746	55.00-
00001 LARRY'S WRECKER SERVICE	3093	00170510 16005473 TOWING U#18317 POLICE	05/31/17	257746	55.00-
00001 LARRY'S WRECKER SERVICE	3091	00170510 16005474 TOWING U#18318 POLICE	05/31/17	257746	55.00-
00001 LARRY'S WRECKER SERVICE	3096	00170510 16005475 TOWING U#17596 POLICE	05/31/17	257746	55.00-
00001 LARRY'S WRECKER SERVICE	3203	00170684 16005630 TOWING U#16754 POLICE	05/31/17	257746	65.00-

LARRY'S WRECKER SERVICE					
Sum					
00001 LAWRENCE PRINTING CO INC	5348	00169869 16005381 2017 ELECTION SUPPLIES	05/31/17	257747	405.00-

LAWRENCE PRINTING CO INC					
Sum					
00001 LEE, BRANDON	TRAVEL REIMB	00170376 16005339 EXPNS RESCUE CLASSES	05/31/17	257748	95.95-

LEE, BRANDON					
Sum					
00001 LEGGETT, STEPHANIE	(REF DAMAGE DEP R	02017553 16005621 DAMAGE DEPOSIT REFUND	05/31/17	257749	27.98-

LEGGETT, STEPHANIE (REF					
Sum					
00001 MAC PAPERS	384974	00170150 16005504 PAPER SUPP/ENVELOPES VARI DEP	05/31/17	257751	150.00-
00001 MAC PAPERS	385125	00170313 16005505 POSTCARD PAPER PRECINCT LOC	05/31/17	257751	218.65-

MAC PAPERS					
Sum					
00001 MCMULLAN EQUIPMENT CO	170598P	00169677 16005493 KEY FOB U#17742 POLICE	05/31/17	257756	522.01-
00001 MCMULLAN EQUIPMENT CO	170697P	00169846 16005494 REPR PTS U#18320 POLICE	05/31/17	257756	123.00-
00001 MCMULLAN EQUIPMENT CO	9836	00169846 16005495 CORE CHARGE CREDIT U#18320	05/31/17	257756	915.06-

MCMULLAN EQUIPMENT CO					

Sum							988.06-
00001 MEDICAL ANALYSIS-GHV	10241	00170704	16005649	MGMT/LAB FEES EMP CLINIC	05/31/17	257758	30,048.28-

MEDICAL ANALYSIS-GHV							
Sum							30,048.28-
00001 MOJO'S CATERING	PO#170487 5/	00170487	16005459	REFRESHMENTS POLICE MEMORIAL	05/31/17	257763	1,500.00-

MOJO'S CATERING							
Sum							1,500.00-
00001 MOMAR INC	PSI68730(A)	00168200	16005564	REPAIR SUPPLIES FOR SHOP	05/31/17	257764	226.45-
00001 MOMAR INC	PSI68730(B)	00170617	16005566	ADDL AMT DUE PO#168200	05/31/17	257764	400.37-

MOMAR INC							
Sum							626.82-
00001 MONTGOMERY, JONATHON	TRAVEL REIMB	00170452	16005398	EXPNS DRIVER OPERATOR CLASS	05/31/17	257765	124.09-

MONTGOMERY, JONATHON							
Sum							124.09-
00001 MR. SIPPI BEVERAGES	029264	00170511	16005463	DRINKING WATER POLICE DEPT	05/31/17	257769	205.05-
00001 MR. SIPPI BEVERAGES	034975	00170626	16005565	DRINKING WATER POLICE DEPT	05/31/17	257769	137.45-

MR. SIPPI BEVERAGES							
Sum							342.50-
00001 MS GRASS NURSERY	28535	00169602	16005433	GRASS SOD CEMETERIES	05/31/17	257771	130.00-
00001 MS GRASS NURSERY	28618	00169602	16005434	GRASS SOD CEMETERIES	05/31/17	257771	260.00-

MS GRASS NURSERY							
Sum							390.00-
00001 MS LINK-SUBSCRIPTION	16877	00170649	16005596	SUBSCRIPTION ACCTG DEPT	05/31/17	257772	32.00-

MS LINK-SUBSCRIPTION							
Sum							32.00-
00001 MS MUNICIPAL CLERKS & CO APPLICATION		00169248	16005496	REG/APPLICATION FEE LISA LUU	05/31/17	257773	150.00-

MS MUNICIPAL CLERKS & CO							
Sum							150.00-
00001 MS MUNICIPAL LEAGUE	REG ARNOLD 7	00170329	16005334	REG ARNOLD CONF BILOXI	05/31/17	257774	235.00-
00001 MS MUNICIPAL LEAGUE	REG EATON 7/	00170334	16005335	REG EATON CONF BILOXI	05/31/17	257774	235.00-
00001 MS MUNICIPAL LEAGUE	25350 BARNES	00170377	16005342	REG BARNES CONF JACKSON	05/31/17	257774	185.00-
00001 MS MUNICIPAL LEAGUE	REG EVANS 7/	00170396	16005367	REG EVANS CONF BILOXI	05/31/17	257774	235.00-
00001 MS MUNICIPAL LEAGUE	REG BRANTLEY	00170450	16005392	REG BRANTLEY CONF BILOXI	05/31/17	257774	235.00-
00001 MS MUNICIPAL LEAGUE	REG BARNES 7	00170426	16005401	REG BARNES CONF BILOXI	05/31/17	257774	235.00-
00001 MS MUNICIPAL LEAGUE	REG PARKER 7	00170572	16005521	REG CHIEF PARKER CNF BILOXI	05/31/17	257774	235.00-

MS MUNICIPAL LEAGUE							
Sum							1,595.00-
00001 MS POWER COMPANY	5/17 GENERAL	00201716	16005544	MNTHLY ELEC-GENERAL	05/31/17	257776	102,953.23-

MS POWER COMPANY							
Sum							102,953.23-
00001 MS STATE DEVELOPMENT AUT GRANT#R-103-		02017527	16005458	HCL LEVERAGE LENDER LLC	05/18/17	111822	10,117.67-

MS STATE DEVELOPMENT AUT								10,117.67-
Sum								82.00-
00001 MUHAMMAD, AKWETE	TRAV ADVANCE	00170692	16005638	TRAV ADV COURT CLERK TRNG	05/31/17	257777	-----	
MUHAMMAD, AKWETE								82.00-
Sum								829.50-
00001 MULTITECH OFFICE MACHINE	17050381	00170305	16005382	PRINTER SUPP VARI DEPTS	05/31/17	257778	-----	
MULTITECH OFFICE MACHINE								829.50-
Sum								94.50-
00001 N & H ELECTRONIC DISTRIB	171277	00169739	16005383	FLASHLIGHT BATTERIES POLICE	05/31/17	257779	-----	
00001 N & H ELECTRONIC DISTRIB	171711	00169739	16005550	FLASHLIGHT BATTERIES POLICE	05/31/17	257779	-----	
N & H ELECTRONIC DISTRIB								337.50-
Sum								100.00-
00001 N A A C P	#106	00169061	16005427	ANNUAL BANQUET PROGRAM AD	05/31/17	257780	-----	
N A A C P								100.00-
Sum								737.09-
00001 NAPA AUTO PARTS	561525	00170301	16005574	REPR PTS STA#3 GENERATOR/SHOP	05/31/17	257781	-----	
NAPA AUTO PARTS								737.09-
Sum								376.18-
00001 NEWELL PAPER COMPANY	4000560	00170105	16005358	CLEAN SUPP TEMP DISPATCH CNTR	05/31/17	257784	-----	
00001 NEWELL PAPER COMPANY	4001005	00170217	16005478	JANIT SUPP CEMETERY	05/31/17	257784	-----	
00001 NEWELL PAPER COMPANY	893022	00168063	16005501	JANIT SUPP TEMP DISPATCH	05/31/17	257784	-----	
00001 NEWELL PAPER COMPANY	895210	00168919	16005502	JANIT SUPP PUBLIC WORKS	05/31/17	257784	-----	
00001 NEWELL PAPER COMPANY	4001068	00170335	16005511	JANIT SUPP PUBLIC WORKS	05/31/17	257784	-----	
00001 NEWELL PAPER COMPANY	4001110	00170335	16005512	JANIT SUPP PUBLIC WORKS	05/31/17	257784	-----	
NEWELL PAPER COMPANY								1,618.64-
Sum								1,943.51-
00001 NORFOLK SOUTHERN CORP	90347319	00170594	16005581	6/17 LEASE RR ST PK LOT	05/31/17	257785	-----	
NORFOLK SOUTHERN CORP								1,943.51-
Sum								769.99-
00001 OFFICE DEPOT INC	2064550876	00170063	16005357	LAPTOP MASS TRANS TORNADO '17	05/31/17	257788	-----	
00001 OFFICE DEPOT INC	2043371015	00167928	16005426	OFFICE SUPP MUN COURT	05/31/17	257788	-----	
OFFICE DEPOT INC								969.98-
Sum								1,122.25-
00001 OVERHEAD DOOR CO OF HBUR	80498	00169040	16005653	BAY DOOR REPR #1 FIRE STA	05/31/17	257789	-----	
OVERHEAD DOOR CO OF HBUR								1,122.25-
Sum								1,100.00-
00001 PALM PROPERTY DEVELOPMEN	MB# 2014/198	02017528	16005479	DL RENEWAL STATION LEASE PYMT	05/31/17	257790	-----	
PALM PROPERTY DEVELOPMEN								1,100.00-
Sum								900.00-
00001 PARISH TRACTOR	01-37064	00170001	16005376	REPR PTS U#15999 PUBLIC WORKS	05/31/17	257791	-----	
PARISH TRACTOR								

Sum							900.00-
00001 PARKER, ANDY (USE 83107-	PETTY CASH 5	00170683	16005642	PETTY CASH CEMETERY/FORESTRY	05/31/17	257792	80.55-

PARKER, ANDY (USE 83107-							80.55-
Sum							488.40-
00001 PEARL RIVER VALLEY EPA (	5/17 GENERAL	00201716	16005594	MNTHLY 5/17 PUBLIC SERVICES	05/31/17	257795	-----
PEARL RIVER VALLEY EPA (							488.40-
Sum							9,484.15-
00001 PINE BELT OIL COMPANY IN	10470341	00170201	16005480	GAS FOR FUEL STATION	05/31/17	257798	5,853.50-
00001 PINE BELT OIL COMPANY IN	10471351	00170201	16005481	DIESEL FOR FUEL STATION	05/31/17	257798	6,013.46-
00001 PINE BELT OIL COMPANY IN	1047143	00170421	16005482	DIESEL FOR FUEL STATION	05/31/17	257798	-----
PINE BELT OIL COMPANY IN							21,351.11-
Sum							38,035.17-
00001 PINE BELT REGIONAL SOLID	100006 4/17	00170338	16005346	REFUSE DISPOSAL 4/17 SANIT	05/31/17	257799	-----
PINE BELT REGIONAL SOLID							38,035.17-
Sum							225.00-
00001 POLICEONE.COM	REG RICHARDS	00170342	16005340	REG RICHARDSON TASER RE-CERT	05/31/17	257803	-----
POLICEONE.COM							225.00-
Sum							500.00-
00001 RAY-E FOUNDATION INC	SPONSORSHIP	00169058	16005352	2017 SPONSORSHIP AD	05/31/17	257806	-----
RAY-E FOUNDATION INC							500.00-
Sum							41,376.52-
00001 REGIONS BANK (SANITATION	001-0000902-	02017517	16005351	GARB TRUCK LEASE DUE 5/17	05/15/17	111817	-----
REGIONS BANK (SANITATION							41,376.52-
Sum							4,950.00-
00001 RICHARD CONSULTING	INVOICE #9	00170296	16005326	#2 MASTER PLAN CONSULT FEE	05/31/17	257807	-----
RICHARD CONSULTING							4,950.00-
Sum							200.58-
00001 RICOH CORP	1070010944	00170267	16005545	PRINTER DRUM/TONER VARI DEPTS	05/31/17	257808	169.74-
00001 RICOH CORP	5047326874	00170703	16005654	COPIER 3/17 LAND CODE	05/31/17	257808	110.00-
00001 RICOH CORP	22900841	00170707	16005655	COPIER 6/17 LAND CODE	05/31/17	257808	-----
RICOH CORP							480.32-
Sum							253.00-
00001 RJ YOUNG COMPANY	INV1838350	00170508	16005476	COPIER 3/24-4/23/17 POLICE	05/31/17	257810	426.11-
00001 RJ YOUNG COMPANY	INV1860852	00170629	16005560	COPIER 4/6-5/5/17 PLANNING	05/31/17	257810	492.00-
00001 RJ YOUNG COMPANY	INV1839288	00170615	16005572	COPIER 3/28-4/27/17 POLICE	05/31/17	257810	298.00-
00001 RJ YOUNG COMPANY	INV1869550	00170631	16005601	COPIER 4/14-5/13/17 CITY CLK	05/31/17	257810	354.66-
00001 RJ YOUNG COMPANY	INV1867588(B	00170641	16005602	PRINTER SUPP	05/31/17	257810	387.78-
00001 RJ YOUNG COMPANY	INV1867588(A	00170223	16005603	PRINTER SUPP	05/31/17	257810	318.00-
00001 RJ YOUNG COMPANY	INV1870629	00170674	16005640	COPIER 4/14-5/13/17 ENGR	05/31/17	257810	-----
RJ YOUNG COMPANY							2,529.55-
Sum							300.00-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00170394	16005372	TITLE OPINIONS(2) LAND CODE	05/31/17	257813	

ROGERS, KEVIN & ASSOCIAT								
Sum								300.00-
00001	SANSOM EQUIPMENT CO	51069	00170023	16005379	REPR PTS U#18907	SANIT	05/31/17 257814	1,190.23-

SANSOM EQUIPMENT CO								
Sum								1,190.23-
00001	SCOTT, CLYDE C INSURANCE	24006	00170424	16005396	INSURANCE NEW MOTORCYCLES		05/31/17 257819	18,659.00-

SCOTT, CLYDE C INSURANCE								
Sum								18,659.00-
00001	SCOTTS HYDRAULIC SERVICE	29177	00169876	16005377	REPRS U#15776	PUBLIC WORKS	05/31/17 257820	1,465.00-
00001	SCOTTS HYDRAULIC SERVICE	29317	00170494	16005486	REPRS U#15892		05/31/17 257820	920.25-

SCOTTS HYDRAULIC SERVICE								
Sum								2,385.25-
00001	SERVICE ELECTRICAL SALES	30927T	00170519	16005610	BACKUP BATTERY		05/31/17 257821	1,815.00-

SERVICE ELECTRICAL SALES								
Sum								1,815.00-
00001	SHEMPER, MICHAEL J PLLC	SERVICES 3/1	00170361	16005333	PROSECUTOR PRO TEM	3/17 COURT	05/31/17 257822	250.00-

SHEMPER, MICHAEL J PLLC								
Sum								250.00-
00001	SHERWIN-WILLIAMS COMPANY	1165-9	00169569	16005484	TRAFFIC MARKING PAINT		05/31/17 257823	181.80-
00001	SHERWIN-WILLIAMS COMPANY	1159-2	00169569	16005489	TRAFFIC MARKING PAINT		05/31/17 257823	190.80-
00001	SHERWIN-WILLIAMS COMPANY	1163-4	00169569	16005490	CREDIT		05/31/17 257823	190.80
00001	SHERWIN-WILLIAMS COMPANY	5118-2	00170496	16005557	PAINT SUPP 2ND ST PROJECT		05/31/17 257823	66.62-

SHERWIN-WILLIAMS COMPANY								
Sum								248.42-
00001	SHOWS DEARMAN & WAITS IN	19681	00170717	16005669	SRV 4/23-5/20	LAMAR BLVD IMPS	05/31/17 257825	14,169.20-
00001	SHOWS DEARMAN & WAITS IN	19668	00170718	16005670	SRV 4/23-5/20	RASPBERRY LANE	05/31/17 257825	1,697.50-

SHOWS DEARMAN & WAITS IN								
Sum								15,866.70-
00001	SIMS, JULIUS HARDY	TRAV ADVANCE	00170566	16005519	TRV ADV FBINNA CNF	GULFPORT	05/31/17 257826	437.00-

SIMS, JULIUS HARDY								
Sum								437.00-
00001	SOLAR SUPPLY INC	3490778	00170246	16005432	A/C FILTERS LIFE CENTER		05/31/17 257830	36.12-
00001	SOLAR SUPPLY INC	3490993	00170472	16005541	ICE MACH A/C CLEANERS		05/31/17 257830	50.90-

SOLAR SUPPLY INC								
Sum								87.02-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/18	02017536	16005527	POLICE FINES COLL.FEE		05/31/17 257831	36.46-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 5/2/	02017537	16005528	POLICE FINES COLL.FEE		05/31/17 257831	131.26-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 4/18/	02017538	16005529	POLICE FINES COLL.FEE		05/31/17 257831	131.25-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 5/2/	02017539	16005530	POLICE FINES COLL.FEE		05/31/17 257831	1,062.93-

SOUTHERN FINANCIAL SYSTE								
Sum								1,361.90-

00001 SOUTHERN PINE ELECTRIC P 5/17 GENERAL 00201716 16005503 MNTHLY 5/17 PUBLIC SERVICES	05/31/17	257833	134.18-

SOUTHERN PINE ELECTRIC P			
Sum			134.18-
00001 SOUTHERN PIPE & SUPPLY C 706135-00 00169819 16005328 PIPE SUPP PUBLIC WORKS	05/31/17	257834	2,665.00-
00001 SOUTHERN PIPE & SUPPLY C 762772-00 00169819 16005331 CREDIT	05/31/17	257834	416.40
00001 SOUTHERN PIPE & SUPPLY C 761988-00 00170290 16005385 FLEXAMAT	05/31/17	257834	4,495.00-

SOUTHERN PIPE & SUPPLY C			
Sum			6,743.60-
00001 SOUTHERN TIRE MART LLC 11128305 00170425 16005540 TIRES FOR SHOP STOCK	05/31/17	257835	1,900.00-
00001 SOUTHERN TIRE MART LLC 9021354 00170620 16005641 ALIGNMENT U#15480 CONSTR	05/31/17	257835	69.95-

SOUTHERN TIRE MART LLC			
Sum			1,969.95-
00001 SPEEDY PRINTING & SIGNS 23887 00170449 16005399 DECALS U#14697 LAND CODE	05/31/17	257837	90.00-

SPEEDY PRINTING & SIGNS			
Sum			90.00-
00001 STANDARD OFFICE SUPPLY C 0069356-001 00169765 16005322 OFFICE SUPP PURCHASING DEPT	05/31/17	257839	181.95-
00001 STANDARD OFFICE SUPPLY C 0069655-001 00170093 16005350 OFFICE SUPP CITY COUNCIL	05/31/17	257839	160.14-
00001 STANDARD OFFICE SUPPLY C 0070049-001 00170605 16005612 PRINTER INK FIRE DEPT	05/31/17	257839	131.96-
00001 STANDARD OFFICE SUPPLY C 0070085-001 00170650 16005648 OFFICE SUPP MUN CLERK	05/31/17	257839	31.52-

STANDARD OFFICE SUPPLY C			
Sum			505.57-
00001 STATE FIRE ACADEMY 25333 BARHAM 00170677 16005634 REG BARHAM RESCUE SURVIVAL	05/31/17	257840	365.00-
00001 STATE FIRE ACADEMY 25333 MITELS 00170677 16005635 REG MITELSZTET SURVIVIAL CLS	05/31/17	257840	365.00-

STATE FIRE ACADEMY			
Sum			730.00-
00001 STOPS 2017-0428 RI 00170378 16005371 REG RICHARDSON 6/12-13 CERTIF	05/31/17	257841	550.00-

STOPS			
Sum			550.00-
00001 THE PROSPECT LAB J MCFARLAND 00169220 16005428 SPONSOR BASEBALL PROGRAM	05/31/17	257844	500.00-

THE PROSPECT LAB			
Sum			500.00-
00001 TINT NATION 253 00170391 16005587 TINT WINDOWS M TRANS TORNADO	05/31/17	257847	4,700.00-

TINT NATION			
Sum			4,700.00-
00001 TRANSUNION RISK AND ALTE 362606 5/01/ 00170614 16005568 ONLINE INVESTIGATIONS 4/17	05/31/17	257848	111.75-

TRANSUNION RISK AND ALTE			
Sum			111.75-
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE 00170648 16005597 HOTEL 6/19-21 NLC CLEVELAND	05/31/17	257851	196.89-
00001 TRUSTMARK BUSINESS CARD 2010 DUPREE 00170648 16005598 REG 6/23-26 CONF MIAMI	05/31/17	257851	800.00-

TRUSTMARK BUSINESS CARD			
Sum			996.89-

00001 TRUSTMARK NATIONAL BANK/ 4/13/2017	02017522 16005457 PUBLIC SAFETY COMP DUE 6/17	05/18/17	111821	116,197.73-

TRUSTMARK NATIONAL BANK/ Sum				116,197.73-
00001 U S POSTMASTER-POSTAGE (PERMIT #213	00170558 16005516 PAYBACK FOR ELECTION MAILING	05/31/17	257855	6,865.09-

U S POSTMASTER-POSTAGE (Sum				6,865.09-
00001 UNDERWOOD OUTDOOR POWER, 39533	00169121 16005651 LAWN TRCTOR REPRS FIRE DEPT	05/31/17	257858	138.84-

UNDERWOOD OUTDOOR POWER, Sum				138.84-
00001 UNITED PARCEL SERVICE IN 00008E1Y1517	00170516 16005468 SERV 3/11/17 POLICE	05/31/17	257860	15.96-

UNITED PARCEL SERVICE IN Sum				15.96-
00001 UNIVERSITY TIRE & SERVIC 508725	00170618 16005615 TIRES U#15922 CONSTR	05/31/17	257862	336.34-

UNIVERSITY TIRE & SERVIC Sum				336.34-
00001 VERIZON WIRELESS 9784945138	00170303 16005323 HPD WIRELESS SERVICE	05/31/17	257865	2,400.66-
00001 VERIZON WIRELESS INV12848896	00167693 16005605 TABLETS PARATRANSIT TORNADO	05/31/17	257865	749.95-

VERIZON WIRELESS Sum				3,150.61-
00001 WAL-MART STORES INC 008525	00169508 16005585 EQUIP BATTERIES RISK MGMT	05/31/17	257868	95.79-
00001 WAL-MART STORES INC 001434	00170056 16005589 CD BOOMBOX LEARN NOT TO BURN	05/31/17	257868	59.88-
00001 WAL-MART STORES INC 008212	00170036 16005600 OFFICE SUPP ELECTION	05/31/17	257868	62.62-
00001 WAL-MART STORES INC 001235	00170060 16005606 REFRSHMNTS CITIZENS ACADEMY	05/31/17	257868	90.94-

WAL-MART STORES INC Sum				309.23-
00001 WASTE MANAGEMENT OF SOUT 0009854-2526	00170339 16005347 REFUSE DISPOSAL SANIT	05/31/17	257872	11,372.68-

WASTE MANAGEMENT OF SOUT Sum				11,372.68-
00001 WATCH GUARD VIDEO 4BOINV000210	00170627 16005569 4RE REMOTE SYSTEM	05/31/17	257873	750.00-
00001 WATCH GUARD VIDEO SRINV0016275	00170627 16005570 DVR2 REPAIR	05/31/17	257873	125.00-
00001 WATCH GUARD VIDEO ACCINV001104	00170627 16005571 CABLE ASSEMBLY POWER/INPUT	05/31/17	257873	117.00-

WATCH GUARD VIDEO Sum				992.00-
00001 WATERS INTERNATIONAL TRU 08P834475	00170581 16005575 REPR PTS U#13932 FIRE DEPT	05/31/17	257874	85.20-
00001 WATERS INTERNATIONAL TRU 08P834146	00170443 16005613 REPR PTS U#14402	05/31/17	257874	516.42-

WATERS INTERNATIONAL TRU Sum				601.62-
00001 WATTS BROTHERS TRACTOR C 01-25154	00170044 16005389 REPR PTS U#20373	05/31/17	257875	830.87-

WATTS BROTHERS TRACTOR C Sum				830.87-
00001 WHEELER'S JANITORIAL SUP 0400647	00170328 16005586 BATHROOM TISSUE TRAIN DEPOT	05/31/17	257876	154.00-

WHEELER'S JANITORIAL SUP			
Sum			154.00-
00001 WILLMUT GAS & OIL COMPAN 5/17 GENERAL 00201716 16005595 MNTHLY GAS-GENERAL	05/31/17	257879	643.26-

WILLMUT GAS & OIL COMPAN			
Sum			643.26-

Sum			2,371,009.09-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2017

Date - 05/26/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	322273	00170089	16000971	SOAKER HOSE CITY HALL FLOWERS	05/31/17	257568	46.25-
00002 A & R FARM AND GARDEN	322565	00170448	16001000	SPRINKLERS DUPREE GATEWAY PK	05/31/17	257568	98.50-

A & R FARM AND GARDEN							
Sum							144.75-
00002 ADAMS NURSERY	938673	00170352	16001017	PLANTS RAILS/TRAILS/MAIN	05/31/17	257570	1,327.50-

ADAMS NURSERY							
Sum							1,327.50-
00002 ADCOCK POOLS AND SPA	97626	00170219	16001023	CHEMICALS FOR CITY POOLS	05/31/17	257571	3,485.49-

ADCOCK POOLS AND SPA							
Sum							3,485.49-
00002 AGRI-AFC LLC	5332617	00169942	16000967	SPRING HERBICIDE BALLFIELDS	05/31/17	257575	3,448.00-
00002 AGRI-AFC LLC	5337199	00170314	16000968	WEED KILLER	05/31/17	257575	76.00-
00002 AGRI-AFC LLC	5336120	00170278	16000994	HERBICIDE VARI PARKS	05/31/17	257575	469.24-
00002 AGRI-AFC LLC	5343509	00170638	16001078	WEED KILLER	05/31/17	257575	76.00-

AGRI-AFC LLC							
Sum							4,069.24-
00002 ALLBRITTON CHAIN SAW & L 50163		00170405	16001005	CHAINSAW SUPP	05/31/17	257580	46.20-

ALLBRITTON CHAIN SAW & L							
Sum							46.20-
00002 AMERIMARK DIRECT	32221	00169500	16000975	KHB/EARTHDAY 4/20 HANDOUTS	05/31/17	257582	1,000.00-
00002 AMERIMARK DIRECT	32234	00169500	16000976	KHB/EARTHDAY 4/20 HANDOUTS	05/31/17	257582	1,101.66-

AMERIMARK DIRECT							
Sum							2,101.66-
00002 AT&T MOBILITY	287273578351	00170357	16000956	WIRELESS SERV 4/17 PKS/REC	05/31/17	257595	311.10-
00002 AT&T MOBILITY	287273578351	00170369	16000957	WIRELESS SERV 3/17 PKS/REC	05/31/17	257595	310.85-

AT&T MOBILITY							
Sum							621.95-
00002 AUTO ARMATURE SERVICE IN 09310		00170092	16000979	BATTERY U#11213	05/31/17	257598	125.95-
00002 AUTO ARMATURE SERVICE IN 09322		00170410	16001002	BATTERY U#15856	05/31/17	257598	127.95-
00002 AUTO ARMATURE SERVICE IN 09325		00170485	16001040	BATTERY FOR GATOR	05/31/17	257598	48.95-

AUTO ARMATURE SERVICE IN							
Sum							302.85-
00002 BLUE DOLPHIN POOL	28434 (A)	00167071	16001013	FOUNTAIN MAINT VARI LOC	05/31/17	257607	428.80-
00002 BLUE DOLPHIN POOL	28434 (B)	00170302	16001014	ADDL AMT DUE PO#167071	05/31/17	257607	171.20-
00002 BLUE DOLPHIN POOL	28981	00169888	16001024	DAHMER/CE ROY POOL CLEANING	05/31/17	257607	4,300.00-

BLUE DOLPHIN POOL							

Sum								4,900.00-
00002	BRACKMAN MOWER WAREHOUSE	27782	00170312	16000981	MOWER/EDGER BLADES	05/31/17	257611	409.76-
00002	BRACKMAN MOWER WAREHOUSE	27148	00169897	16001006	REPR PTS U#19303 MOWER	05/31/17	257611	40.90-
00002	BRACKMAN MOWER WAREHOUSE	26682	00169918	16001007	REPR PTS U#18867 MOWER	05/31/17	257611	47.22-
00002	BRACKMAN MOWER WAREHOUSE	27965	00170348	16001008	TIRE U#20234	05/31/17	257611	143.75-
00002	BRACKMAN MOWER WAREHOUSE	27960	00170349	16001009	REPRS U#17998 MOWER	05/31/17	257611	347.05-
00002	BRACKMAN MOWER WAREHOUSE	27963	00170350	16001010	REPRS U#18866 MOWER	05/31/17	257611	274.70-
00002	BRACKMAN MOWER WAREHOUSE	28093	00170347	16001011	HEDGE TRIMMER U#19644	05/31/17	257611	469.00-
00002	BRACKMAN MOWER WAREHOUSE	27114	00169918	16001016	CREDIT	05/31/17	257611	47.22
00002	BRACKMAN MOWER WAREHOUSE	27495	00169921	16001020	REPRS U#18553	05/31/17	257611	1,700.00-
00002	BRACKMAN MOWER WAREHOUSE	28106	00170460	16001021	AGRI EQUIP PTS/SUPP	05/31/17	257611	428.40-
00002	BRACKMAN MOWER WAREHOUSE	28241	00170520	16001043	REPRS U#18866	05/31/17	257611	187.98-

BRACKMAN MOWER WAREHOUSE								
Sum								4,001.54-
00002	BRADDOCK, ARETHA	OFFICIAL 5/2	02017546	16001053	OFFICIAL-ADULT BB/SB	05/31/17	257612	310.00-

BRADDOCK, ARETHA								
Sum								310.00-
00002	BRYANT, ERNEST J	SPORTS SERVS	02017545	16001070	SPORTS SUPPORT SERVICES	05/31/17	257616	72.00-

BRYANT, ERNEST J								
Sum								72.00-
00002	BURGE EXCAVATING & GRADI	845	00170324	16000998	INFLD DIRT MIX TATUM BASEBALL	05/31/17	257617	464.00-

BURGE EXCAVATING & GRADI								
Sum								464.00-
00002	CARQUEST AUTO PARTS STOR	14758-88859	00169900	16000980	REPR PTS U#9621	05/31/17	257626	16.64-
00002	CARQUEST AUTO PARTS STOR	14758-89540	00170387	16001003	RADIATOR U#9621	05/31/17	257626	183.89-
00002	CARQUEST AUTO PARTS STOR	14758-89909	00170532	16001041	MOTOR OIL VARI UNITS/STOCK	05/31/17	257626	100.56-

CARQUEST AUTO PARTS STOR								
Sum								301.09-
00002	CAWTHON, ANDREW C	OFFICIAL 5/2	02017546	16001054	OFFICIAL-ADULT SOFTBALL	05/31/17	257628	320.00-

CAWTHON, ANDREW C								
Sum								320.00-
00002	CHAIN ELECTRIC COMPANY	60877	00169775	16000985	LIGHT REPR TATUM SOFTBALL	05/31/17	257633	1,520.00-

CHAIN ELECTRIC COMPANY								
Sum								1,520.00-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 5/17	02017542	16001039	TRF 2ND 5/17 PAYROLL	05/23/17	311407	66,268.53-

CITY OF HATTIESBURG FUND								
Sum								66,268.53-
00002	CLEMTS HARDWARE	117726	00169972	16000970	HAND TOOLS/SUPP BALLFIELDS	05/31/17	257637	452.90-
00002	CLEMTS HARDWARE	117718	00170009	16000972	SPRAYER	05/31/17	257637	85.99-
00002	CLEMTS HARDWARE	117759	00170145	16000973	SWING CHAIN KP PLAYGROUND	05/31/17	257637	37.66-
00002	CLEMTS HARDWARE	117732	00169601	16000982	INDUSTRIAL TIE DOWN STRAPS	05/31/17	257637	107.96-
00002	CLEMTS HARDWARE	117799	00170318	16000983	CHAINSAW REPR PTS	05/31/17	257637	48.98-
00002	CLEMTS HARDWARE	117860	00170458	16001046	TOOL SETS	05/31/17	257637	230.00-
00002	CLEMTS HARDWARE	117859	00170459	16001047	WATER COOLERS	05/31/17	257637	197.94-

CLEMTS HARDWARE							
Sum							1,161.43-
00002	COLEMAN NURSERY	PO#170420 5/	00170420	16000999	GINKO TREES	05/31/17 257640	260.00-

COLEMAN NURSERY							
Sum							260.00-
00002	COMSOUTH	186405	00170272	16001012	RADIO REPR U#16325	05/31/17 257645	90.00-
00002	COMSOUTH	186475	00170505	16001042	RADIO REPAIR	05/31/17 257645	136.50-

COMSOUTH							
Sum							226.50-
00002	COURTNEY'S RESTAURANT EQ	11272	00169992	16000978	ICE MACHINE REPR TATUM SB	05/31/17 257646	322.02-

COURTNEY'S RESTAURANT EQ							
Sum							322.02-
00002	CURTIS, KELSEY D	SPORTS SERVS	02017545	16001076	SPORTS SUPPORT SERVICES	05/31/17 257650	24.00-

CURTIS, KELSEY D							
Sum							24.00-
00002	DIXON, TIMOTHY	OFFICIAL 5/2	02017546	16001055	OFFICIAL-ADULT SOFTBALL	05/31/17 257661	340.00-

DIXON, TIMOTHY							
Sum							340.00-
00002	DOGIPOT (PROPET DISTRIBU	117335	00169873	16000963	LITTER PICK UP BAGS DOG PARK	05/31/17 257662	488.35-

DOGIPOT (PROPET DISTRIBU							
Sum							488.35-
00002	ECONOMY SUPPLY CO	271893	00169773	16000953	BALLFIELD MARKING LIME	05/31/17 257666	995.00-

ECONOMY SUPPLY CO							
Sum							995.00-
00002	ELKINS WHOLESALE INC	311751-00	00169947	16000964	JANIT SUPP GRNDS MAINT	05/31/17 257667	876.37-
00002	ELKINS WHOLESALE INC	311751-01	00169947	16000965	JANIT SUPP GRNDS MAINT	05/31/17 257667	89.68-
00002	ELKINS WHOLESALE INC	313240-00	00170310	16000966	JANIT SUPP GRNDS MAINT	05/31/17 257667	361.95-
00002	ELKINS WHOLESALE INC	314473-00	00170639	16001077	JANIT SUPP GRNDS MAINT	05/31/17 257667	421.51-

ELKINS WHOLESALE INC							
Sum							1,749.51-
00002	ESTERS, WILLARD (BUTCH)	OFFICIAL 5/2	02017546	16001056	OFFICIAL-ADULT SOFTBALL	05/31/17 257673	180.00-

ESTERS, WILLARD (BUTCH)							
Sum							180.00-
00002	EVERETT, RAYFORD	OFFICIAL 5/2	02017546	16001057	OFFICIAL-ADULT SOFTBALL	05/31/17 257674	220.00-

EVERETT, RAYFORD							
Sum							220.00-
00002	FERGUSON ENTERPRISES INC	6750331	00170078	16001001	LAVATORY TATUM BB RESTROOM	05/31/17 257679	170.63-
00002	FERGUSON ENTERPRISES INC	6793503	00170446	16001079	PLUMB SUPP DUPREE GATEWAY PK	05/31/17 257679	63.97-
00002	FERGUSON ENTERPRISES INC	6799174	00170488	16001080	PLUMB SUPP DUPREE GATEWAY PK	05/31/17 257679	20.80-

FERGUSON ENTERPRISES INC							

Sum							255.40-
00002 G & K SERVICES	6035930259	00170582 16001030	MATS 4/24 GRNDS MAINT	05/31/17	257689	5.10-	
00002 G & K SERVICES	6035832330	00170582 16001031	MATS 5/01 GRNDS MAINT	05/31/17	257689	5.10-	
00002 G & K SERVICES	6035834392	00170582 16001032	MATS 5/08 GRNDS MAINT	05/31/17	257689	5.10-	
00002 G & K SERVICES	6035836458	00170582 16001033	MATS 5/18 GRNDS MAINT	05/31/17	257689	5.10-	
00002 G & K SERVICES	6035830258	00170582 16001034	UNIFORMS 4/24 GRNDS MAINT	05/31/17	257689	115.57-	
00002 G & K SERVICES	6035832329	00170582 16001035	UNIFORMS 5/01 GRNDS MAINT	05/31/17	257689	129.57-	
00002 G & K SERVICES	6035834391	00170582 16001036	UNIFORMS 5/08 GRNDS MAINT	05/31/17	257689	101.57-	
00002 G & K SERVICES	6035836457	00170582 16001037	UNIFORMS 5/15 GRNDS MAINT	05/31/17	257689	101.57-	
00002 G & K SERVICES	6035838505	00170582 16001038	UNIFORMS 5/22 GRNDS MAINT	05/31/17	257689	101.57-	

G & K SERVICES							
Sum							570.25-
00002 GARNER LUMLEY ELECTRIC S	536712	00169979 16001025	SECURITY LIGHTS 9TH ST PARK	05/31/17	257690	226.62-	
00002 GARNER LUMLEY ELECTRIC S	536711	00169980 16001026	ELEC GATE SUPP GRNDS MAINT	05/31/17	257690	31.51-	

GARNER LUMLEY ELECTRIC S							
Sum							258.13-
00002 GLOBAL SECURITY COMPANY	10138	00170170 16000990	SECURITY 4/17 ROWAN BASKETBAL	05/31/17	257692	1,070.00-	
00002 GLOBAL SECURITY COMPANY	10139	00170171 16000991	SECURITY 4/17 TATUM SOFTBALL	05/31/17	257692	640.00-	

GLOBAL SECURITY COMPANY							
Sum							1,710.00-
00002 GOV CONNECTION INC	54792524 (A)	00170255 16001022	CHROMEBOOKS FOR REC	05/31/17	257695	5,100.00-	

GOV CONNECTION INC							
Sum							5,100.00-
00002 GRAVES, GARY L	OFFICIAL 5/2	02017546 16001058	OFFICIAL-ADULT BASKETBALL	05/31/17	257696	125.00-	

GRAVES, GARY L							
Sum							125.00-
00002 GRAVES, GARY LEE	100	00170463 16000997	ASSIGNING FEES ADULT BSKTBALL	05/31/17	257697	394.00-	

GRAVES, GARY LEE							
Sum							394.00-
00002 GREEN FOREST NURSERY INC	27629	00170323 16001018	TREES MAIN/RAILS TO TRAILS	05/31/17	257698	764.00-	

GREEN FOREST NURSERY INC							
Sum							764.00-
00002 HAVARD PEST CONTROL INC	1124675	02017533 16001027	SERV 5/17 BOYS BROTHERHOOD	05/31/17	257705	48.00-	
00002 HAVARD PEST CONTROL INC	1124676	02017533 16001028	SERV 5/17 CAMERON FIELD	05/31/17	257705	48.00-	
00002 HAVARD PEST CONTROL INC	1124666	02017533 16001029	SEV 5/17 DAHMER POOL	05/31/17	257705	48.00-	

HAVARD PEST CONTROL INC							
Sum							144.00-
00002 HERRING, AL	PO#170698 5/	00170698 16001081	BAND PERFORMANCE SENIOR PROM	05/31/17	257706	1,500.00-	

HERRING, AL							
Sum							1,500.00-
00002 HUDSON, KENNETH J	OFFICIAL 5/2	02017546 16001059	OFFICIAL-ADULT BASKETBALL	05/31/17	257716	50.00-	

HUDSON, KENNETH J							

Sum							50.00-
00002 JACKSON, ROOSEVELT III	480566	00169851 16000987	WASH/PAINT DAHMER PAVILION	05/31/17	257723		3,885.00-
00002 JACKSON, ROOSEVELT III	480568	00170066 16001015	PAINT RESTRM/CNCSSN PEOPLE PK	05/31/17	257723		1,765.00-
JACKSON, ROOSEVELT III							-----
Sum							5,650.00-
00002 JONES, ANN		PETTY CASH 5 00170632 16001052	PETTY CASH GRNDS MAINT	05/31/17	257727		482.84-
JONES, ANN							-----
Sum							482.84-
00002 KEATON, CHRISTOPHER		OFFICIAL 5/2 02017546 16001060	OFFICIAL-ADULT BASKETBALL	05/31/17	257734		50.00-
KEATON, CHRISTOPHER							-----
Sum							50.00-
00002 KETTLEY, ANNETTE		SPORTS SERVS 02017545 16001072	SPORTS SUPPORT SERVICES	05/31/17	257737		232.00-
KETTLEY, ANNETTE							-----
Sum							232.00-
00002 KING, CHRISTOPHER		OFFICIAL 5/2 02017546 16001061	OFFICIAL-ADULT SOFTBALL	05/31/17	257740		360.00-
KING, CHRISTOPHER							-----
Sum							360.00-
00002 KINNEL, ISAAC L		OFFICIAL 5/2 02017546 16001062	OFFICIAL-ADULT BASKETBALL	05/31/17	257741		75.00-
KINNEL, ISAAC L							-----
Sum							75.00-
00002 LANCASTER'S MACHINE & WE 23125		00170316 16000984	REPRS U#16419 TRAILER	05/31/17	257745		45.00-
00002 LANCASTER'S MACHINE & WE 23145		00170534 16001044	REPLACE AXLE U#17050 TRAILER	05/31/17	257745		350.00-
LANCASTER'S MACHINE & WE							-----
Sum							395.00-
00002 LIFEGUARD STORE, THE	INV533002	00169951 16000989	LIFEGUARD SUPP	05/31/17	257750		882.00-
LIFEGUARD STORE, THE							-----
Sum							882.00-
00002 MATTOX, QUENTELLER L		OFFICIAL 5/2 02017546 16001063	OFFICIAL-ADULT SOFTBALL	05/31/17	257754		60.00-
MATTOX, QUENTELLER L							-----
Sum							60.00-
00002 MCQUAGGE PRODUCTIONS	1066	00168779 16000977	SOUND SYS REPR DAHMER PRESSBX	05/31/17	257757		1,792.00-
MCQUAGGE PRODUCTIONS							-----
Sum							1,792.00-
00002 MILLER, CLIFF		OFFICIAL 5/2 02017546 16001069	OFFICIAL-ADULT SOFTBALL	05/31/17	257759		300.00-
MILLER, CLIFF							-----
Sum							300.00-
00002 MITCHELL TOOL SALES & SE 97957		00170308 16000974	PRESSURE WASHER REPR PTS	05/31/17	257762		232.00-
MITCHELL TOOL SALES & SE							-----
Sum							232.00-
00002 MS FIRE & SAFETY OF HBUR 55278		00170371 16000958	EXTINGUISHER DAHMER CONCESSNS	05/31/17	257770		49.99-

00002 MS FIRE & SAFETY OF HBUR 55280	00170371 16000959 EXTINGUISHER TATUM CONCESSNS	05/31/17	257770	89.00-
00002 MS FIRE & SAFETY OF HBUR 55279	00170371 16000960 EXTINGUISHER TATUM BASEBALL	05/31/17	257770	49.00-
00002 MS FIRE & SAFETY OF HBUR 54500	00170371 16000961 EXTINGUISHER CAMERON FIELD	05/31/17	257770	49.00-
00002 MS FIRE & SAFETY OF HBUR 55277	00170371 16000962 EXTINGUISHER UNETTA PARK	05/31/17	257770	49.00-

MS FIRE & SAFETY OF HBUR				
Sum				285.99-
00002 MS MUSIC INC 986409	00169647 16000996 SOUND SYS EARTH DAY TOWN SQ	05/31/17	257775	850.00-

MS MUSIC INC				
Sum				850.00-
00002 MS POWER COMPANY 5/17 PKS/REC 00201716	16001045 MNTHLY ELEC-PARKS & REC	05/31/17	257776	13,531.24-

MS POWER COMPANY				
Sum				13,531.24-
00002 OFFICE DEPOT INC 924992021001	00170041 16000992 WIDE SCREEN MONITOR GRNDS MNT	05/31/17	257788	219.99-
00002 OFFICE DEPOT INC 924992022001	00170041 16000993 BACKLIT MONITOR GRNDS MNT	05/31/17	257788	99.99-

OFFICE DEPOT INC				
Sum				319.98-
00002 PHILLIPS BARK PROCESSING 120118	00169752 16000954 PLAYGROUND SAFETY MULCH	05/31/17	257796	1,870.00-
00002 PHILLIPS BARK PROCESSING 120230	00169885 16000969 MULCH CITY WIDE USE	05/31/17	257796	1,410.00-
00002 PHILLIPS BARK PROCESSING 120560	00170336 16001019 WOOD MULCH CITY WIDE USE	05/31/17	257796	1,410.00-

PHILLIPS BARK PROCESSING				
Sum				4,690.00-
00002 PINE BELT SOD FARM 6307	00170652 16001082 INSTALL SOD DUPREE GATEWAY PK	05/31/17	257800	1,950.00-

PINE BELT SOD FARM				
Sum				1,950.00-
00002 PINE BELT TROPHY PO#168760 3/	00168760 16001049 TROPHIES ADULT BASKETBALL	05/31/17	257801	417.90-

PINE BELT TROPHY				
Sum				417.90-
00002 POWELL, RANDY	SPORTS SERVS 02017545 16001073 SPORTS SUPPORT SERVICES	05/31/17	257804	368.00-

POWELL, RANDY				
Sum				368.00-
00002 RJM MCQUEEN CONTRACTING 1233	00165540 16000995 GRADE DOG PARK PARKING LOT	05/31/17	257811	1,200.00-

RJM MCQUEEN CONTRACTING				
Sum				1,200.00-
00002 SMITH, CARLTON L	OFFICIAL 5/2 02017546 16001064 OFFICIAL-ADULT SOFTBALL	05/31/17	257828	400.00-

SMITH, CARLTON L				
Sum				400.00-
00002 SMITH, JIM SERVICES 87267 & 8732	00170077 16000988 REPLACE COMPRESSOR TATUM SB	05/31/17	257829	880.87-

SMITH, JIM SERVICES				
Sum				880.87-
00002 SOUTHERN ON SITE STORAGE 55718	00169490 16000986 PORTALETS 4/22 HAZ WASTE RMVL	05/31/17	257832	170.00-

SOUTHERN ON SITE STORAGE

Sum							170.00-
00002 SOUTHERN TIRE MART LLC	9021131	00170346	16001004	TIRE U#9603 TRUCK	05/31/17	257835	136.06-

SOUTHERN TIRE MART LLC

Sum							136.06-
00002 SPORTS ILLUSTRATED PLAY	309688	00170062	16000955	REG FEES 4/17	05/31/17	257838	180.00-

SPORTS ILLUSTRATED PLAY

Sum							180.00-
00002 TERRELL, WINSTON	OFFICIAL 5/2	02017546	16001065	OFFICIAL-ADULT SOFTBALL	05/31/17	257843	410.00-

TERRELL, WINSTON

Sum							410.00-
00002 TROTTER, COREY	OFFICIAL 5/2	02017546	16001066	OFFICIAL-ADULT SOFTBALL	05/31/17	257850	300.00-

TROTTER, COREY

Sum							300.00-
00002 ULTIMATE PARTY #3 (WAS	132450	00170535	16001048	SUPPLIES FOR SENIOR PROM	05/31/17	257856	119.17-

ULTIMATE PARTY #3 (WAS

Sum							119.17-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02017545	16001074	SPORTS SUPPORT SERVICES	05/31/17	257863	248.00-

VARNADO, ALEXANDRIA

Sum							248.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02017545	16001075	SPORTS SUPPORT SERVICES	05/31/17	257864	384.00-

VARNADO, UNDRA

Sum							384.00-
00002 WAL-MART STORES INC	007121	00169692	16001050	BINGO SUPP SENIOR PROM SUPP	05/31/17	257868	119.63-

WAL-MART STORES INC

Sum							119.63-
00002 WILLIAMS. CHRISTY M	OFFICIAL 5/2	02017546	16001067	OFFICIAL-ADULT SOFTBALL	05/31/17	257878	260.00-

WILLIAMS. CHRISTY M

Sum							260.00-
00002 WILLMUT GAS & OIL COMPAN	5/17 PKS/REC	00201716	16001051	MNTHLY GAS-PARKS & REC	05/31/17	257879	13.02-

WILLMUT GAS & OIL COMPAN

Sum							13.02-
00002 WILSON, JESSICA B	OFFICIAL 5/2	02017546	16001068	OFFICIAL-ADULT BASKETBALL	05/31/17	257881	125.00-

WILSON, JESSICA B

Sum							125.00-
Sum							144,964.09-

Date - 05/26/17

Check No.	Check Amount
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/26/17

PERIOD ENDING MAY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	101114	WTR B	00170610	16001043 SERVS 5/17 WTR BILLING OFFICE	05/31/17	257573	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AT&T MOBILITY	287273578351	00170357	16000983	WIRELESS SERV 4/17 CUST ACCTS	05/31/17	257595	396.26-
00009 AT&T MOBILITY	287273578351	00170369	16000984	WIRELESS SERV 3/17 CUST ACCTS	05/31/17	257595	399.90-
00009 AT&T MOBILITY	287273861504	00170306	16000985	GPS TRACKING 4/17 WTR PLANT	05/31/17	257595	441.18-
AT&T MOBILITY							
Sum							1,237.34-
00009 AUTO ARMATURE SERVICE IN 2209		00169450	16000989	BATTERY U#19751 WTR BILLING	05/31/17	257598	109.95-
00009 AUTO ARMATURE SERVICE IN 09293		00169877	16000990	BATTERY U#20057 TRANS	05/31/17	257598	160.95-
00009 AUTO ARMATURE SERVICE IN 09285		00169492	16000991	BATTERY U#11949 PLANT	05/31/17	257598	112.95-
00009 AUTO ARMATURE SERVICE IN 09263		00168768	16000993	ALTERNATOR U#11546 SEWER	05/31/17	257598	249.95-
00009 AUTO ARMATURE SERVICE IN 09284		00169493	16000994	BATTERY U#20054 SEWER	05/31/17	257598	160.95-
AUTO ARMATURE SERVICE IN							
Sum							794.75-
00009 BONNER ANALYTICAL TESTIN 62519		00170636	16001060	MONITORING 257 RUNNELS DR	05/31/17	257608	245.60-
BONNER ANALYTICAL TESTIN							
Sum							245.60-
00009 CARQUEST AUTO PARTS STOR 14758-87759		00169512	16001011	OIL FILTERS WTR SERVICE UNITS	05/31/17	257626	71.85-
00009 CARQUEST AUTO PARTS STOR 14758-85126		00168311	16001012	REPR PTS U#18705 WTR BILLING	05/31/17	257626	128.01-
00009 CARQUEST AUTO PARTS STOR 14758-85365		00168405	16001013	REPR PTS U#18705 WTR BILLING	05/31/17	257626	41.00-
00009 CARQUEST AUTO PARTS STOR 14758-86512		00168916	16001014	WIPER BLADES WTR SERVICE UNITS	05/31/17	257626	86.56-
00009 CARQUEST AUTO PARTS STOR 14758-87008		00169195	16001015	HAND TOOLS SEWER DEPT	05/31/17	257626	84.56-
00009 CARQUEST AUTO PARTS STOR 14758-86959		00168512	16001016	REPR PTS SEWER UNITS	05/31/17	257626	283.61-
00009 CARQUEST AUTO PARTS STOR 14758-87776		00169232	16001017	REPR PTS U#13080 LAGOON	05/31/17	257626	204.98-
CARQUEST AUTO PARTS STOR							
Sum							900.57-
00009 CENTRAL PIPE SUPPLY INC S100097436.0		00169862	16001028	PLUMB SUPP TRANS DEPT	05/31/17	257629	2,729.46-
00009 CENTRAL PIPE SUPPLY INC S100097436.0		00169862	16001029	PLUMB SUPP TRANS DEPT	05/31/17	257629	1,710.00-
CENTRAL PIPE SUPPLY INC							
Sum							4,439.46-
00009 CERTIFIED LABORATORIES 2709218		00170051	16000992	CHEMICALS SEWER DEPT	05/31/17	257632	6,808.00-
00009 CERTIFIED LABORATORIES 2718996		00170300	16001030	CHEMICALS LAGOONS	05/31/17	257632	13,405.00-
CERTIFIED LABORATORIES							
Sum							20,213.00-
00009 CINTAS CORPORATION #J66 J66543194		00170655	16001061	MOP/MAT 5/22 PLANT	05/31/17	257635	14.53-

CINTAS CORPORATION #J66

Sum								14.53-	
00009	CITY OF HATTIESBURG FUND	TRF 2ND 5/17	02017542	16001036	TRF 2ND 5/17	PAYROLL	05/23/17	22031	114,132.16-

CITY OF HATTIESBURG FUND

Sum									114,132.16-
00009	COBURN'S SUPPLY CO INC	6010000730	00170020	16001022	PLUMB SUPP/PAINT TRANS	DEPT	05/31/17	257638	1,846.72-

COBURN'S SUPPLY CO INC

Sum									1,846.72-
00009	D P C ENTERPRISES LP	212000885-17	00170124	16001023	CHEMICALS WTR PLT #2		05/31/17	257652	1,143.00-
00009	D P C ENTERPRISES LP	212000886-17	00170124	16001024	CHEMICALS SOUTH LAGOON		05/31/17	257652	2,244.00-
00009	D P C ENTERPRISES LP	212000888-17	00170124	16001025	CHEMICALS FORREST GEN TANK		05/31/17	257652	919.95-
00009	D P C ENTERPRISES LP	212000889-17	00170124	16001026	CHEMICALS WESLEY TANK		05/31/17	257652	459.98-

D P C ENTERPRISES LP

Sum									4,766.93-
00009	DENNIS COLLIER CONSTRUCT	10105917	00169245	16001019	REPLACE ROOF WAREHOUSE	TORNADO	05/31/17	257657	67,718.00-

DENNIS COLLIER CONSTRUCT

Sum									67,718.00-
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00170601	16001044	SEWER BILLING	5/17	05/31/17	257660	396.00-

DIXIE COMMUNITY UTILITY

Sum									396.00-
00009	EQUIPMENT INC	161000381	00170656	16001059	ADDL AMT	PO#163537	05/31/17	257672	1,067.00-

EQUIPMENT INC

Sum									1,067.00-
00009	G & K SERVICES	6035832313	00170430	16001001	UNIFORMS	5/01 TRANS	05/31/17	257689	67.01-
00009	G & K SERVICES	6035832317	00170430	16001002	MOP/MAT	5/01 PLANT	05/31/17	257689	14.40-
00009	G & K SERVICES	6035832316	00170430	16001003	UNIFORMS	5/01 PLANT	05/31/17	257689	50.51-
00009	G & K SERVICES	603582314	00170430	16001004	UNIFORMS	5/01 SEWER	05/31/17	257689	54.60-
00009	G & K SERVICES	603582315	00170430	16001005	UNIFORMS	5/01 LAGOON	05/31/17	257689	23.40-
00009	G & K SERVICES	6035834375	00170431	16001006	UNIFORMS	5/08 TRANS	05/31/17	257689	67.01-
00009	G & K SERVICES	6035834379	00170431	16001007	MOP/MAT	5/08 PLANT	05/31/17	257689	14.40-
00009	G & K SERVICES	6035834378	00170431	16001008	UNIFORMS	5/08 PLANT	05/31/17	257689	50.51-
00009	G & K SERVICES	6035834376	00170431	16001009	UNIFORMS	5/08 SEWER	05/31/17	257689	54.60-
00009	G & K SERVICES	6035834377	00170431	16001010	UNIFORMS	5/08 LAGOON	05/31/17	257689	23.40-
00009	G & K SERVICES	6035836441	00170548	16001031	UNIFORMS	5/15 TRANS	05/31/17	257689	67.01-
00009	G & K SERVICES	6035836445	00170548	16001032	MOP/MAT	5/15 PLANT	05/31/17	257689	14.40-
00009	G & K SERVICES	6035836444	00170548	16001033	UNIFORMS	5/15 PLANT	05/31/17	257689	50.51-
00009	G & K SERVICES	6035836442	00170548	16001034	UNIFORMS	5/15 SEWER	05/31/17	257689	54.60-
00009	G & K SERVICES	6035836443	00170548	16001035	UNIFORMS	5/15 LAGOON	05/31/17	257689	23.40-
00009	G & K SERVICES	6035830260	00170597	16001047	UNIFORMS	4/24 WTR SERVICE MEN	05/31/17	257689	23.40-
00009	G & K SERVICES	6035834393	00170597	16001048	UNIFORMS	5/08 WTR SERVICE MEN	05/31/17	257689	23.40-
00009	G & K SERVICES	6035836459	00170597	16001049	UNIFORMS	5/15 WTR SERVICE MEN	05/31/17	257689	23.40-
00009	G & K SERVICES	6035838506	00170597	16001050	UNIFORMS	5/22 WTR SERVICE MEN	05/31/17	257689	23.40-

G & K SERVICES

Sum									723.36-
00009	GILLILANDS ELECTRONICS S	64148	00170593	16001046	MOVE CR CARD MACH	WTR BILLING	05/31/17	257691	93.84-

GILLILANDS ELECTRONICS S								
Sum								
00009	INDUSTRIAL ELECTRIC MOTO	RI-9372	00169180	16001018	MOTOR REPR PUMP#4 E LAUREL	05/31/17	257718	93.84-
00009	INDUSTRIAL ELECTRIC MOTO	RI-9409	00170482	16001070	MOTOR REPR E LAUREL LIFT STA	05/31/17	257718	4,547.66-

INDUSTRIAL ELECTRIC MOTO								
Sum								
00009	L & A CONTRACTING CO	483-081	00170317	16000982	AERATOR MNT 4/24-5/7 LAGOONS	05/31/17	257742	6,100.97-
00009	L & A CONTRACTING CO	483-082	00170598	16001056	AERATOR MNT 5/8-21 LAGOONS	05/31/17	257742	64,836.97-

L & A CONTRACTING CO								
Sum								
00009	MORGAN, C J INC	2017032	00170685	16001067	WTR MAIN REPR EAST 7TH ST	05/31/17	257768	101,128.33-
00009	MORGAN, C J INC	2017026	00170685	16001068	INSTALL METER PC SCHOOL	05/31/17	257768	69,410.94-

MORGAN, C J INC								
Sum								
00009	MS POWER COMPANY	5/17 W&SO&M	00201716	16001037	MNTHLY ELEC-W&SO&M	05/31/17	257776	79,178.62-

MS POWER COMPANY								
Sum								
00009	OFFICE DEPOT INC	926053515001	00170182	16000995	OFFICE SUPP WTR BILLING	05/31/17	257788	79,172.51-
00009	OFFICE DEPOT INC	926053516001	00170182	16000996	WIRELESS HEADSETS WTR BILLING	05/31/17	257788	80.99-

OFFICE DEPOT INC								
Sum								
00009	PEARL RIVER VALLEY EPA (	5/17 W&SO&M	00201716	16001057	MNTHLY 5/17 PUBLIC SERVICES	05/31/17	257795	394.89-

PEARL RIVER VALLEY EPA (								
Sum								
00009	RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00170599	16001045	SEWER BILLING 5/17	05/31/17	257805	50.00-

RAWLS SPRINGS UTILITY DI								
Sum								
00009	RJM MCQUEEN CONTRACTING	1218	00170604	16001052	SWR REPR LAKESHORE/LAKE EST	05/31/17	257811	188.00-
00009	RJM MCQUEEN CONTRACTING	1219	00170604	16001053	ROAD REPR S 12TH AVE/CONCART	05/31/17	257811	4,184.00-
00009	RJM MCQUEEN CONTRACTING	1220	00170604	16001054	SWR REPR HALL AVE/WOODLAND CT	05/31/17	257811	3,069.00-
00009	RJM MCQUEEN CONTRACTING	1229	00170604	16001055	PUMPING SULLIVAN RD LIFT STA	05/31/17	257811	8,273.95-
00009	RJM MCQUEEN CONTRACTING	1230	00170647	16001062	WTR PUMP MAMMOTH SPRINGS STA	05/31/17	257811	10,380.00-
00009	RJM MCQUEEN CONTRACTING	1234	00170647	16001063	PUMPING 4/17	05/31/17	257811	114,000.00-
00009	RJM MCQUEEN CONTRACTING	1237	00170647	16001064	SWR SRV BERNICE & ARLEDGE	05/31/17	257811	16,645.90-
00009	RJM MCQUEEN CONTRACTING	1238	00170647	16001065	SOD/DIRT WORK BELFORT DITCH	05/31/17	257811	15,248.40-
00009	RJM MCQUEEN CONTRACTING	1239	00170647	16001066	SWR REPR COLLEGE ST & GREEN	05/31/17	257811	10,885.00-
00009	RJM MCQUEEN CONTRACTING	1241	00170687	16001069	ROAD REPR E 7TH/LIVE OAK	05/31/17	257811	11,819.30-

RJM MCQUEEN CONTRACTING								
Sum								
00009	SCOGGINS PUMP REPAIR	10645	00168790	16000997	GRINDER PUMP BONHOMIE STA	05/31/17	257818	200,663.75-
00009	SCOGGINS PUMP REPAIR	10589	00168845	16000998	PUMP SCOTT ST LIFT STA	05/31/17	257818	949.99-

SCOGGINS PUMP REPAIR								

Sum								2,188.38-
00009 SOUTHERN PINE ELECTRIC P 5/17 W&SO&M	00201716	16001027	MNTHLY 5/17	PUBLIC SERVICES	05/31/17	257833		2,254.56-

SOUTHERN PINE ELECTRIC P								
Sum								2,254.56-
00009 SOUTHERN TIRE MART LLC	11127222	00169861	16000987	TIRE/REPR U#18556	TRANS	05/31/17	257835	166.50-

SOUTHERN TIRE MART LLC								
Sum								166.50-
00009 SOUTHERN WATERWORKS SUPP 69935		00170073	16001021	INSTALL REPR KIT FOR VAC REG		05/31/17	257836	520.20-

SOUTHERN WATERWORKS SUPP								
Sum								520.20-
00009 STANDARD OFFICE SUPPLY C 0069731-001	00170175	16000981	OFFICE SUPP WTR PLANTS		05/31/17	257839		82.22-

STANDARD OFFICE SUPPLY C								
Sum								82.22-
00009 THE SPECTRUM GROUP INC	7507	00169769	16001042	FLOWMETER PLT#2	PUMP #2	05/31/17	257845	225.00-

THE SPECTRUM GROUP INC								
Sum								225.00-
00009 THOMPSON BROTHERS DRILLI 7223		00167844	16001051	INSPECT PUMP#1	PLT #2	05/31/17	257846	1,995.00-

THOMPSON BROTHERS DRILLI								
Sum								1,995.00-
00009 TRI STATE CHLORINATION	547	00169996	16000988	VACUUM REGULATOR	LAGOONS	05/31/17	257849	1,700.00-

TRI STATE CHLORINATION								
Sum								1,700.00-
00009 U S POSTMASTER-BOX RENT	BOX 1897	PO# 00170407	16001000	PO BOX RENT WTR BILLING		05/31/17	257854	496.00-

U S POSTMASTER-BOX RENT								
Sum								496.00-
00009 U S POSTMASTER-POSTAGE (PERMIT #213	00170360	16000999	POSTAGE FOR PERMIT #213		05/17/17	22030		15,000.00-

U S POSTMASTER-POSTAGE (								
Sum								15,000.00-
00009 UNDERWOOD TREE SERVICE	PO#169863 5/	00169863	16001020	TREE RMVL 19TH & CAMP ALLEY		05/31/17	257859	2,550.00-

UNDERWOOD TREE SERVICE								
Sum								2,550.00-
00009 WARREN PAVING INC	26804MB	00168451	16001038	HOT ASPHALT MIX TRANS DEPT		05/31/17	257871	2,981.78-
00009 WARREN PAVING INC	26931MB	00168451	16001039	HOT ASPHALT MIX TRANS DEPT		05/31/17	257871	2,838.60-
00009 WARREN PAVING INC	26825MB	00166748	16001040	CRUSHED CONCRETE SEWER DEPT		05/31/17	257871	141.93-
00009 WARREN PAVING INC	26606MB	00166748	16001041	CRUSHED CONCRETE SEWER DEPT		05/31/17	257871	269.61-

WARREN PAVING INC								
Sum								6,231.92-
00009 WILLMUT GAS & OIL COMPAN 5/17 W&SO&M	00201716	16001058	MNTHLY GAS-W&SO&M		05/31/17	257879		248.89-

WILLMUT GAS & OIL COMPAN
Sum

248.89-

719,620.00-

Sum

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2017

Date - 05/26/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ATWOOD, WILLIAM	METER DEP RF	02017514	16000639	METER DEP RFD	05/31/17	257596	26.00-
ATWOOD, WILLIAM							
Sum							26.00-
00011 B & R HOLDINGS LLC	METER DEP RF	02017514	16000643	METER DEP RFD	05/31/17	257599	26.00-
B & R HOLDINGS LLC							
Sum							26.00-
00011 BAGLEY, MICHAEL	METER DEP RF	02017514	16000644	METER DEP RFD	05/31/17	257601	26.00-
BAGLEY, MICHAEL							
Sum							26.00-
00011 BANK OF AMERICA	METER DEP RF	02017516	16000634	METER DEP RFD	05/31/17	257602	26.00-
BANK OF AMERICA							
Sum							26.00-
00011 BARONE, LEANDRO J	METER DEP RF	02017554	16000664	METER DEP RFD	05/31/17	257603	40.00-
BARONE, LEANDRO J							
Sum							40.00-
00011 BELL, LARRY	METER DEP RF	02017516	16000624	METER DEP RFD	05/31/17	257604	26.00-
BELL, LARRY							
Sum							26.00-
00011 BLACK, DANIELLE	METER DEP RF	02017554	16000670	METER DEP RFD	05/31/17	257606	75.00-
BLACK, DANIELLE							
Sum							75.00-
00011 BROWN, TANISHA	METER DEP RF	02017554	16000665	METER DEP RFD	05/31/17	257614	17.16-
BROWN, TANISHA							
Sum							17.16-
00011 BURTON, ARGUS Z	METER DEP RF	02017516	16000625	METER DEP RFD	05/31/17	257618	26.00-
BURTON, ARGUS Z							
Sum							26.00-
00011 BYNUM, ROSEANNA	METER DEP RF	02017516	16000631	METER DEP RFD	05/31/17	257620	26.00-
BYNUM, ROSEANNA							
Sum							26.00-
00011 CENTURY CONSTRUCTION CO	METER DEP RF	02017554	16000672	METER DEP RFD	05/31/17	257630	75.00-
CENTURY CONSTRUCTION CO							

[illegible]

Sum									50.00-
00011 JR FOOD MART #114	METER DEP RF 02017516 16000620	METER DEP RFD			05/31/17	257730		.11-	
JR FOOD MART #114									
Sum								.11-	
00011 JR FOOD MART OFFICE	METER DEP RF 02017516 16000622	METER DEP RFD			05/31/17	257731		6.88-	
JR FOOD MART OFFICE									
Sum								6.88-	
00011 JR FOOD MART 71	METER DEP RF 02017514 16000638	METER DEP RFD			05/31/17	257732		41.88-	
JR FOOD MART 71									
Sum								41.88-	
00011 KEENE, MARILYN G	METER DEP RF 02017554 16000669	METER DEP RFD			05/31/17	257735		26.00-	
KEENE, MARILYN G									
Sum								26.00-	
00011 KEMP, KEVIN	METER DEP RF 02017514 16000649	METER DEP RFD			05/31/17	257736		26.00-	
KEMP, KEVIN									
Sum								26.00-	
00011 KIDS MARKET 1	METER DEP RF 02017514 16000654	METER DEP RFD			05/31/17	257738		41.88-	
KIDS MARKET 1									
Sum								41.88-	
00011 KILGORE, JONATHAN	METER DEP RF 02017514 16000648	METER DEP RFD			05/31/17	257739		26.00-	
KILGORE, JONATHAN									
Sum								26.00-	
00011 LADNER, KELLY L	METER DEP RF 02017516 16000623	METER DEP RFD			05/31/17	257744		26.00-	
LADNER, KELLY L									
Sum								26.00-	
00011 MARCHETTA, SARA	METER DEP RF 02017514 16000647	METER DEP RFD			05/31/17	257752		26.00-	
MARCHETTA, SARA									
Sum								26.00-	
00011 MILLER, LAWANDA	METER DEP RF 02017516 16000633	METER DEP RFD			05/31/17	257760		75.00-	
MILLER, LAWANDA									
Sum								75.00-	
00011 MINIT MART INC	METER DEP RF 02017554 16000659	METER DEP RFD			05/31/17	257761		16.88-	
MINIT MART INC									
Sum								16.88-	
00011 MOORE, GLORIA B	METER DEP RF 02017554 16000661	METER DEP RFD			05/31/17	257766		40.00-	
MOORE, GLORIA B									
Sum								40.00-	
00011 NAUSE, HARRY	METER DEP RF 02017514 16000637	METER DEP RFD			05/31/17	257782		40.00-	

NAUSE, HARRY					
Sum					40.00-
00011 NORTHGATE RENTAL LLC	METER DEP RF 02017554 16000667	METER DEP RFD	05/31/17	257786	75.00-

NORTHGATE RENTAL LLC					75.00-
Sum					75.00-
00011 NOVACOPY INC	METER DEP RF 02017516 16000632	METER DEP RFD	05/31/17	257787	75.00-

NOVACOPY INC					75.00-
Sum					4.32-
00011 PIERANTOZZI, ROMAN	METER DEP RF 02017516 16000628	METER DEP RFD	05/31/17	257797	4.32-

PIERANTOZZI, ROMAN					4.32-
Sum					26.00-
00011 PIQUE, RYAN M	METER DEP RF 02017514 16000640	METER DEP RFD	05/31/17	257802	26.00-

PIQUE, RYAN M					26.00-
Sum					75.00-
00011 RIDGEWAY REALESTATE	METER DEP RF 02017514 16000652	METER DEP RFD	05/31/17	257809	75.00-

RIDGEWAY REALESTATE					75.00-
Sum					26.00-
00011 SANTIAGO-GASPAR, ALVARO	METER DEP RF 02017514 16000650	METER DEP RFD	05/31/17	257815	26.00-

SANTIAGO-GASPAR, ALVARO					26.00-
Sum					51.84-
00011 SCHWEISS, KATHERINE	METER DEP RF 02017514 16000645	METER DEP RFD	05/31/17	257816	51.84-

SCHWEISS, KATHERINE					51.84-
Sum					26.00-
00011 SCIOLINO, MARGARET	METER DEP RF 02017514 16000641	METER DEP RFD	05/31/17	257817	26.00-

SCIOLINO, MARGARET					26.00-
Sum					75.00-
00011 SHOEMAKER PROPERTIES 109	METER DEP RF 02017514 16000653	METER DEP RFD	05/31/17	257824	75.00-

SHOEMAKER PROPERTIES 109					75.00-
Sum					26.00-
00011 SMILEY, MORGAN	METER DEP RF 02017516 16000635	METER DEP RFD	05/31/17	257827	26.00-

SMILEY, MORGAN					26.00-
Sum					26.00-
00011 TURNER, BARBARA	METER DEP RF 02017554 16000666	METER DEP RFD	05/31/17	257852	26.00-

TURNER, BARBARA					26.00-
Sum					50.00-
00011 UNCLE GUY'S	METER DEP RF 02017516 16000636	METER DEP RFD	05/31/17	257857	50.00-

UNCLE GUY'S					50.00-
Sum					75.00-
00011 UNITED WAY HOME SWEET HO	METER DEP RF 02017516 16000626	METER DEP RFD	05/31/17	257861	75.00-

UNITED WAY HOME SWEET HO							75.00-
Sum							26.00-
00011 VICE, APRIL N				METER DEP RF 02017514 16000642	METER DEP RFD	05/31/17 257866	-----
VICE, APRIL N							26.00-
Sum							418.00-
00011 WIDGETS LLC				METER DEP RF 02017554 16000668	METER DEP RFD	05/31/17 257877	-----
WIDGETS LLC							418.00-
Sum							43.00-
00011 WILSON, CARA				METER DEP RF 02017516 16000629	METER DEP RFD	05/31/17 257880	-----
WILSON, CARA							43.00-
Sum							-----
Sum							2,442.39-

Date - 05/26/17

Check
Amount

1,000.00-

1,000.00-

1,000.00-

Date - 05/26/17

Check
Amount

79,750.00-

79,750.00-

79,750.00-

CITY OF HATTIESBURG
 DOCKET OF CLAIMS
 PERIOD ENDING MAY 31, 2017

Page - 41
 Date - 05/26/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	MAY MILLAGE	02017544	16000081	MAY MILLAGE	05/24/17	311409	236,136.97-
00027 H'BURG PUBLIC SCHOOLS	MAY MILLAGE	02017544	16000082	MAY MILLAGE	05/24/17	311410	30,506.63-

H'BURG PUBLIC SCHOOLS							
Sum							266,643.60-

Sum							266,643.60-

Date - 05/26/17

Check No.	Check Amount
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Date - 05/26/17

Check
Amount

32,037.50-

32,037.50-

32,037.50-

Date - 05/26/17

Check
Amount

5,500.00-

5,500.00-

5,500.00-

Date - 05/26/17

Check No.	Check Amount
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00077 WILLMUT GAS & OIL COMPAN 5/17 COMM CN 00201716 16000305 MNTHLY GAS-COMM CNTRS	05/31/17	257879	29.67-

WILLMUT GAS & OIL COMPAN			
Sum			29.67-

Sum			28,975.82-

Date - 05/26/17

Check No.	Check Amount
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/26/17

PERIOD ENDING MAY 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02017532	16000016	FOOD/BEVERAGE TAX 4/17	05/23/17	111826	469,044.23-

H'BURG CONVENTION COMMIS							469,044.23-
Sum							74,225.76-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02017531	16000015	MOTEL SALES TAX 4/17	05/23/17	111825	74,225.76-

H'BURG TOURISM COMMISSIO							74,225.76-
Sum							-----
Sum							543,269.99-

Grand Total Level							4,601,540.00-
Sum							